

June 26, 2025

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

Board of County Commissioners  
Clackamas County

**Approval of a Personal Services Contract with CHG Companies to provide temporary medical, dental and psychiatric providers for County Health Centers. Contract Value is \$1,000,000 for 5 years. Funding is through Health Centers Fees for Services. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Previous Agreement December 17, 2020 – Agenda Item 20201712 V.A.6		
<b>Performance Clackamas</b>	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.		
<b>Counsel Review</b>	Yes – Amanda Keller	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Sarah Jacobson	<b>Contact Phone</b>	503-742-5303

**EXECUTIVE SUMMARY:** On behalf of the Health Center Division, the Health, Housing and Human Services Department requests approval of a Personal Services Contract to qualified Locum Tenens to provide placement of medical, Dental and Psychiatric providers Clackamas County operates nine clinics including: primary care, school based, dental and behavioral health clinics.

The purpose of this agreement is to provide Locum Tenens temporary providers for the Clackamas County Health Centers Division. Locum Tenens providers will be engaged as needed for the following positions: Physicians, Nurse Practitioners, Psychiatrists, Dentist, and Physician Assistants. These services ensure fully staffed services are provided to the community in the case of staff leave or staff shortages.

**RECOMMENDATION:** The staff respectfully requests that the Board of County Commissioners approve this agreement (12183) and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

*Mary Rumbaugh*

Mary Rumbaugh  
Director of Health, Housing & Human Services

For Filing Use Only



**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #0000001322 H3S #12183**

This Personal Services Contract (this "Contract") is entered into between CHG Companies, Inc. d/b/a CompHealth ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County"), on behalf of the Health Centers Division of its Health, Housing and Human Services Department.

**ARTICLE I.**

1. **Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2030.
2. **Scope of Work.** Contractor shall provide the following personal services: **Medical Staffing Services Physician- Locum Tenens** ("Work"), as further described in County's Request for Proposals #2025-19 ("RFP") attached hereto as **Exhibit A** and Contractor's proposal attached hereto as **Exhibit B**. Notwithstanding anything contained in this Contract or the RFP to the contrary, Contractor will be providing the clinical services requested via independent contractor locum tenens physicians ("Locum Tenens"). Contractor shall direct Locum Tenens to furnish County with documentation evidencing the Locum Tenens complies with the Immunization Requirements in Exhibit C.

Notwithstanding anything contained in the RFP to the contrary, after arrangements are made for a Locum Tenens to furnish services in response to a requested assignment, and upon County's written acceptance by an authorized County representative (authorized representatives are limited to the Division Director or Administrative and Financial Services Manager) of said Locum Tenens, the requested assignment shall be binding upon County and confirmed in writing by Contractor via an acknowledgment sent to County ("Confirmation"). Confirmations are deemed received upon sending electronically. Each Confirmation shall include the name and specialty of the Locum Tenens furnishing services hereunder, the dates and location of the assignment, the fees for the assignment, the applicable Contract Buyout Fee (as defined in Exhibit B) and deviations to this Contract for that assignment, if any. County may object in writing to incorrect Confirmations promptly upon receipt, but in any event no later than one (1) business day after receipt. If County objects to any Confirmation, Contractor shall either correct the error or the Parties shall in good faith work to resolve any disagreement and a corrected Confirmation shall be issued once the Parties reach agreement. All assignments are binding and subject to the cancellation provisions below once County has verbally accepted a Locum Tenens. Contractor's failure to send a Confirmation or any incorrect, incomplete or delayed Confirmations will not create a right of cancellation by County. If any changes or additional arrangements are made to/for an assignment after a Confirmation has been issued, a subsequent Confirmation shall be issued which reflects the changes or additional arrangements. Confirmations last in time shall be binding.

3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, an amount **not to exceed One Million Dollars (\$1,000,000)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B. Because this Contract is on an on-call or as-needed basis, and the exact amount of work County may require is unknown, nothing herein shall be construed as a promise to pay Contractor the entire \$1,000,000.00 authorized under this Contract.
4. **Invoices and Payments.** Unless otherwise specified, Contractor shall submit weekly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The

invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to:

[HealthCenterAP@clackamas.us](mailto:HealthCenterAP@clackamas.us)

**5. Travel and Other Expense.** Authorized: ☒ Yes ☐ No

If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

Locums housing reimbursement shall be capped at the Fair Market Rent for a two bedroom unit in Clackamas County, Oregon established by the U.S. Department of Housing and Urban Development (HUD).

[https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2025\\_code/2025summary.odn](https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2025_code/2025summary.odn)

**6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, and Exhibit C.

**7. Contractor and County Contacts.**

Contractor Administrator: Tyler West Phone: 800-328-3051 Email: <a href="mailto:rfp@chghealthcare.com">rfp@chghealthcare.com</a>	County Administrator: Adam Kearl Phone: 971-276-5002 Email: <a href="mailto:AKearl@clackamas.us">AKearl@clackamas.us</a>
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Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

**ARTICLE II.**

**1. Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. **Availability of Future Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
3. **Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **Indemnity, Responsibility for Damages.** Contractor shall be responsible for all damage to property, injury to persons, loss, and expense which may be caused by, or result from, any act, omission, or neglect of Contractor or its employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney fees, and all expenses incidental to the investigation and defense thereof, arising out of Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office, which consent will not be unreasonably withheld. County may assume its own defense and settlement at its election and expense. In the event, the County elects to assume its own defense and settlement, the Contractor indemnity pursuant to this section shall not apply.

For the avoidance of doubt, Contractor will not indemnify or defend the County for the actions, errors or omissions of the independently contracted Locum Tenens.

8. **Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday



and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

Each locum tenens physician is an independent contractor of Contractor. Contractor shall be responsible for compensating physicians directly. As independent contractors, Contractor does not withhold or pay employment taxes for physicians or furnish worker's compensation, unemployment insurance, retirement benefits, health and accident insurance or any other employee type benefit for physicians. Contractor's interest is in furnishing physician locum tenens staffing services. Contractor does not make clinical decisions for physicians and does not otherwise direct or control the clinical services furnished by physicians.

- 9. Insurance.** Notwithstanding anything contained in the RFP to the contrary, Contractor's obligation to provide insurance shall be limited to those requirements set forth in this Section 9 only. Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and coverage indicated below. The insurance requirements outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide a certificate of insurance as proof of said insurance and name the County as an additional insured on Contractor's General Liability policy of insurance only. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

Required - Workers Compensation: Contractor, for its employees only, shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of \$1,000,000 per occurrence, with an annual aggregate limit of \$3,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of \$1,000,000 per claim, with an annual aggregate limit of \$3,000,000 for damages caused by error, omission or negligent acts of medical malpractice.

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

- 10. Limitation of Liabilities.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

- 12. Ownership of Work Product.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. Representations and Warranties.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, 32, 33, and 34, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County’s right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured. The obligation to pay monies due under this Contract shall survive expiration or termination of the Contract.
- 15. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. Subcontracts and Assignments.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County’s sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. Tax Compliance Certification.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract

and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

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

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

For all assignments for which verbal acceptance of a Locum Tenens has been given by County, County must provide to Contractor written and verbal notice of cancellation of an assignment at least thirty (30) days in advance. Written notice shall be deemed to be received upon receipt.

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

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

- 22. Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.

- 23. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

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

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

**26. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall, to the extent applicable:

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

**27. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys’ fees and expenses.

**28. Confidentiality.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as “**Personal Information**” is defined in ORS 646A.602(12)).

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

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

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

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a)

obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's Locum Tenens who are performing services, and providing a copy of the results to the County as allowed by law.

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

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

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

**29. Criminal Background Check Requirements.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all Locum Tenens that perform services under this Contract. Only those Locum Tenens that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

**30. Reserved.**

**31. Reserved.**

**32. Reserved.**

**33. HIPAA Compliance.** To the extent that County may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the Parties acknowledge that a business associate agreement is not needed due to the nature of services provided by Contractor. Specifically, the Parties acknowledge that under HIPAA, Locum Tenens provided hereunder are considered part of County's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in County's work environment. The Parties further acknowledge that PHI is not exchanged between the Parties in order for Contractor to provide Locum Tenens as part of County's temporary workforce and Contractor will not request or receive PHI from County without appropriate legal authority.

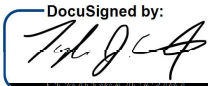
**34. Merger.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR

WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONFIRMATIONS DEFINED IN SECTION 2 ABOVE, WHICH SHALL BE IN WRITING BUT SHALL NOT REQUIRE A SIGNATURE, MAY FUNCTION TO AMEND THIS CONTRACT ON A PER ASSIGNMENT BASIS ONLY. OTHERWISE, NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. IN THE EVENT OF A CONFLICT BETWEEN THIS CONTRACT AND ANY CONFIRMATION, THE CONFIRMATION SHALL CONTROL WITH RESPECT TO THE ASSIGNMENT COVERED BY THE CONFIRMATION ONLY. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

CHG Companies, Inc. d/b/a CompHealth

Clackamas County

<div>DocuSigned by: </div>		12-Jun-2025   2:27 PM PDT	
Authorized Signature	Date	Chair	Date
Tyler West		Vice President of Business Development	
Name / Title (Printed)		Name	
1314644-97		Approved as to Form:	
Oregon Business Registry #		Amanda Keller	
FBC/DE		Digitally signed by Amanda Keller	
Entity Type / State of Formation		Date: 2025.06.12 15:17:37 -07'00'	
		County Counsel	
		Date	



**EXHIBIT A**  
**RFP 2025-19**



**REQUEST FOR PROPOSALS #2025-19**

**FOR**

**LOCUM TENENS TO PROVIDE PLACEMENT OF MEDICAL, DENTAL, AND  
PSYCHIATRIC PROVIDERS**

**BOARD OF COUNTY COMMISSIONERS**

**CRAIG ROBERTS, Chair  
PAUL SAVAS, Commissioner  
MELISSA FIRESIDE, Commissioner  
MARTHA SCHRADER, Commissioner  
BEN WEST, Commissioner**

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**Gary Schmidt  
County Administrator**

**Thomas Candelario  
Contract Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE:** April 2, 2025

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

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

**SCHEDULE**

Request for Proposals Issued.....	February 25, 2025
Protest of Specifications Deadline.....	March 6, 2025, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	March 24, 2025, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time....	April 2, 2025, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	July 1, 2025

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Section 2 – Instructions to Proposers
Section 3 – Scope of Work
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Section 5 – Proposal Content (Including Proposal Certification)

## SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, April 2, 2025** (“Closing”), to provide Locum Tenens to provide placement of Medical, Dental, and Psychiatric providers. No Proposals will be received or considered after that time.

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

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsa/view/login/login.xhtml>, Document No. S-C01010-00012934

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys.

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

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

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

### **Contact Information**

Procurement Process and Technical Questions: Thomas Candelario, [tcandelario@clackamas.us](mailto:tcandelario@clackamas.us)

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

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

## SECTION 2 INSTRUCTIONS TO PROPOSERS

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

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

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

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

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

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

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

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a Notice of Intent to Award published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by email, hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for

award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

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

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

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

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

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

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

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

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

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

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

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an



extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 3 SCOPE OF WORK**

### **3.1. INTRODUCTION**

Clackamas County is seeking Proposals from vendors to provide qualified Locum Tenens to provide placement of Medical, Dental, and Psychiatric providers.

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

### **3.2 BACKGROUND**

Clackamas County, on behalf of Clackamas County Health Centers Division (“CCHCD”), is seeking to award multiple contracts to qualified Locum Tenens to provide placement of Medical, Dental, and Psychiatric providers. Clackamas County operates nine clinics including: primary care, school based, dental, and behavioral health clinics. In 2023, there were approximately 16,858 patients with approximately 106,340 total visits.

Definition of Providers, hereinafter, is defined as follows: Physicians, Nurse Practitioners, Psychiatrists, Dentist, and Physician Assistants.

### **3.3. SCOPE OF WORK**

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

##### **Responsibilities of the Proposer:**

- Uses best efforts to identify assignments acceptable to CCHCD. Screen and obtain references for identified Assignment, including verification of licensure and certification(s).
- Pays assignments on behalf of CCHCD for services rendered and at rates agreed to by CCHCD and Proposer.
- Proposer shall be responsible for compensating and contracting directly with provider(s).
- After arrangements have been made for a provider to furnish coverage at a CCHCD clinic, in response to a requested Assignment, Proposer will confirm the requested Assignment in writing via an acknowledgement sent to CCHCD. Each confirmation shall include the name and specialty of provider furnishing services, the dates and location of the Assignment, the Fees for the Assignment, the applicable Contract Buyout Fee and deviations to the Agreement for the Assignment, if any. CCHCD will evaluate if they are agreeable to selection of Assignment. The selection of Assignment will be mutually agreed upon in writing between Proposer and CCHCD. All Assignments are binding, unless CCHCD objects to incorrect Confirmations.
- Proposer shall require each provider furnishing services to be appropriately licensed in the State or Oregon. Provider shall be responsible for maintaining his or her license in good standing.

- Each provider shall be directed to complete the Certification Statement, Worker's Compensation Exempt Form and Confidentiality Agreement prior to the start date of any Assignment.
- Proposer will provide a Certificate of Insurance for: General Liability, Professional Liability, must include a rider for Abuse and Molestation, Auto Liability, Workers' Compensation Insurance (if the Proposer is a Recruiting Agency). Additionally, Proposer will carry adequate Malpractice Insurance that meets County thresholds.
- All fees collected for patient services belong to CCHCD.
- CCHCD may request an unlimited number of assignments from Proposer.

#### **Responsibilities of CCHCD:**

- CCHCD may reimburse for travel and housing allowances if provider is not from the local area. The reimbursement will not exceed the current ***GSA rate for the Portland Area*** and applicable at the time of reimbursement. Daily mileage costs associated with traveling to and from assignment is the responsibility of the Proposer and Provider; CCHCD will not reimburse for daily mileage.
- CCHCD shall furnish Practice Descriptions and establish work schedule. For each assignment, CCHCD shall provide a Practice Description and agree to not request provider to perform work which materially deviates from the Practice Description.
- CCHCD shall provide each provider with a reasonable work schedule, the details of which shall be outlined in the Practice Description for each assignment.
- CCHCD acknowledges that it is responsible for its facilities, equipment, practice methods and environment, protocols, staffing levels, privileging and related matters. CCHCD shall be responsible to provide each assignment with reasonably maintained and usual and customary equipment and supplies, and a suitable practice environment.
- CCHCD shall pay Proposer fees for provider coverage for each assignment as specified in the confirmation letters.
- Compensation for a total maximum buyout of the assigned provider will be \$10,000.

#### **Payment Schedule:**

Paid bi-weekly through an invoice and are determined based upon provider's hours and work record.

#### **3.3.2. Work Schedule:**

General Clinic Hours: Monday through Friday between 7:00AM and 6:00PM. Locum Tenen may be asked to work between the hours of 7:00AM to 8:00PM as a standard workday. No overtime is expected, however, hours will be reflected in this extended work time period. Complete chart documentation daily to be performed by: Physician, Nurse Practitioner, Psychiatrists, Dentists, Physician Assistant's, and other licensed providers.

#### **3.3.3. Term of Contract:**

The term of these contracts shall be from the effective date through **June 30, 2030** with the option for two (2) additional two (2) year renewals thereafter subject to the mutual agreement of the parties.

**3.3.4 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with

Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

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

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

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

- ☒ Article I, Paragraph 5 – Travel and Other Expense is Authorized
- ☒ Article II, Paragraph 28 – Confidentiality
- ☒ Article II, Paragraph 29 – Criminal Background Check Requirements
- ☒ Article II, Paragraph 30 – Key Persons
- ☐ Article II, Paragraph 31 – Cooperative Contracting
- ☐ Article II, Paragraph 32 – Federal Contracting Requirements
- ☒ **ABUSE REPORTING.** Contractor shall comply with all processes and procedures of child abuse (ORS 419B.005 – 419B.050), mentally ill and developmentally disabled abuse (ORS 430.731 – 430.768 and OAR 407-045-0250 through 407-45-0370) and elder abuse reporting laws (ORS 124.050 – 124.092) as if Contractor were a mandatory abuse reporter. If Contractor is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. Contractor shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.

The following insurance requirements will be applicable:

- ☒ Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- ☒ Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- ☒ Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.
- ☒ Medical Liability endorsement with limits not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$3,000,000 for damages caused by error, omission or negligent acts.
- ☒ Required – Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy.

**SECTION 4**  
**EVALUATION PROCEDURE**

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

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

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

**4.2 Evaluation Criteria**

<u>Category</u>	<u>Points available:</u>
Proposer’s General Background and Qualifications	0-30
Scope of Work	0-45
Fees	0-25
<b>Available points</b>	<b>0-100</b>

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



## **SECTION 5 PROPOSAL CONTENTS**

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

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

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

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

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

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

### **5.2. Proposer's General Background and Qualifications:**

- Provide a narrative of your organization and explain why it can meet the need for placement of medical providers.
- Provide a description of your experience and successful placement of temporary medical engagements.
- Provide a description of any past experience placing medical providers in Federally Qualified Health Centers

### **5.3. Scope of Work**

- Describe your process to recruit and screen candidates.
- Describe how you supervise or monitor a locum tenen while on assignment.
- Describe your buyout process.
- Describe your process for termination procedures of a provider.

### **5.4. Fees**

Fees should be on a time and material basis or fixed fee basis]. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. List the not-to-exceed amount you propose for the service. Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, other reimbursable expenses.

### **5.5. References**

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

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

**PROPOSAL CERTIFICATION**  
**RFP #2025-19**

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

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

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

**SECTION II. NON-DISCRIMINATION:** That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

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

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

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

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

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

Oregon Business Registry Number: \_\_\_\_\_ OR CCB # (if applicable): \_\_\_\_\_

Business Designation (check one):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Limited Liability Company

☐ Resident Quoter, as defined in ORS 279A.120

☐ Non-Resident Quote. Resident State: \_\_\_\_\_

**EXHIBIT B**  
**CONTRACTOR'S RESPONSE**



# Clackamas County Request for Proposal

## **RFP #2025-19**

**Medical Staffing Services**

**Physician – Locum Tenens**

**April 2, 2025**

O 800.328.3051 | F 801.930.4509 | [chghealthcare.com](http://chghealthcare.com)  
7259 S. Bingham Junction Blvd. | Midvale, UT 84047  
PO Box 730 | Midvale, UT 84047





CCHCD RFP 2025-19 Medical Staffing Services (Locum Tenens)

800.466.0637  
chghealthcare.com

7259 S. Bingham  
Junction Blvd.  
Midvale, UT 84047

PO Box 730  
Midvale, UT 84047

## 5.2 Proposer's General Background and Qualifications:

- **Provide a narrative of your organization and explain why it can meet the need for placement of medical providers.**

Our story began in 1979 with a federal grant to provide temporary physician staffing to rural areas in the western United States. The service proved so successful that practices and facilities across the country began contacting us to request coverage. CHG Healthcare was then founded in Salt Lake City, Utah to formally administer locum tenens (temporary physician) staffing services, and an industry was born.

Since establishing ourselves as the nation's largest locum tenens staffing firm, we've focused on expanding our offerings to better meet the diverse needs of the healthcare community. We now offer the widest array of staffing services available to the industry.

Our comprehensive offerings include temporary and permanent placement of physicians, advanced practice providers, pharmacists, and allied health professionals through trusted companies such as CompHealth, Weatherby Healthcare, and Global Medical Staffing.

The quality and integrity of our people consistently garner praise throughout the healthcare industry, including *ClearlyRated's* 'Best of Staffing Talent 2025' award and *Modern Healthcare's* 'Best in Business Recruiting and Staffing' award. Additionally, our values-driven culture, focused on Putting People First, has earned us recognition on *USA TODAY's* Top Workplaces in 2025, *Forbes America's* Best Midsize Employers 2025, *Fortune Magazine's* Best Workplaces for Parents, among others.

We offer tailored solutions to clients facing challenges such as healthcare professional shortages, rising demand for healthcare services, and the growing trend of healthcare organizations outsourcing staffing to a trusted partner. Our extensive client network ranges from rural solo-physician practices to major health systems and managed care organizations. We're proud to provide services in all 50 states and help thousands of healthcare professionals deliver care to patients every day.

CHG Healthcare is the largest locum tenens staffing firm in the United States, representing 31.5% nationwide market share in 2024. Our robust physician pipeline continues to grow due to our vast database of nationwide jobs, fair pay rates, and superior customer service to consistently attract top providers. Our innovative digital



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team has also developed an online portal that allows providers to track time, manage assignment details, and streamline the entire process.

- **Provide a description of your experience and successful placement of temporary medical engagements.**

Our three locum tenens brands—CompHealth, Weatherby Healthcare, and Global Medical Staffing—represent 31.5% of the locum tenens market share. CHG dedicates most internal investments toward our recruiting efforts. In the last 12 months, we placed more than 13,690 providers across 100+ specialties through our team of 1,300 recruiters and support staff.

We use various methods to draw the largest and highest quality physician pool in the industry. Web presence, journals, and job fairs are just some of the resources we use coupled with 100+ specialty recruiters.

#### **Our Commitment**

We only partner with high-caliber healthcare professionals and medical facilities that we'd be confident in choosing for the care of our own family members.

#### **Quality Assurance, Risk Management and NCQA**

In 1989, we developed one of the industry's first quality improvement/risk management programs. We're dedicated to maintaining these standards throughout all our work in the healthcare industry.

#### **Licensing**

Our in-house licensing department assists providers with state medical licensure, including renewals, and the reactivation of lapsed or expired licenses. Our licensing experts serve as liaisons in processing information requested by and released to various medical boards. Information is effectively processed with state-of-the-art technology and maintained in a secure database. Additionally, our team gathers current information from each medical board pertaining to requirements and regulations to aid in operations.

#### **Credentialing**

We meticulously credential the healthcare providers who will be assigned to serve our client base. Our process begins with reviewing the application and collecting the necessary documents to verify the skill level and training of the candidate. When an application is received, our recruiting team compares the curriculum vitae and documents against the application to identify potential discrepancies or gaps. Any questionable areas are promptly documented and addressed.





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- Our specialty recruiters are always recruiting “new” physicians to have a full pipeline regardless of what jobs are currently open.
- We call and email providers on a regular basis, as well as receive hundreds of provider internet leads per day.
- The physician either reaches out to us to do locums, or we reach out to gauge their interest in doing locums.
- If the provider is interested, we quick qualify the candidate to ensure that we can work with the candidate in question (yes, no questions, etc.)
- We then contract with the physician and present opportunities to them that meet their needs and skillsets
- We ask that the provider hold their availability for 72 hours after presentation to any of our clients.
- Once the provider is confirmed with our client, we assist them with the hospital privilege application, and state licensure application if applicable.
- We supply the physician with orientation and first day materials so that they are prepared to start the assignment stress free. We also arrange their travel and housing with our in-house travel team.
- If they have any needs or concerns, they contact us directly and we act as an intermediary with the client to help/rectify the need or concern.
- After the assignment, we contact the provider with any future dates that open up if the client wants them back.

- **Provide a description of any past experience placing medical providers in Federally Qualified Health Centers.**

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CHG Healthcare agencies partner with rural healthcare organizations, federally qualified health centers, the Department of Veteran’s Affairs, the Department of Health and Human Services, and various local community health organizations to support comprehensive primary care and support services to underserved populations. In fact, CHG Healthcare has been a preferred partner to the National Rural Health Association (NRHA) for over ten years and serve over 21,000 NRHA member organizations, including Federally Qualified Health Centers, in supporting rural health needs nationwide.



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### 5.3 Scope of Work

- **Describe your process to recruit and screen candidates.**

CHG Healthcare's medical specialty-focused teams are enlisted to expertly match the right provider to your need. Each specialty is given uninterrupted focus by a team of consultants who specialize in that area of medicine and its subspecialties. The differentiator of CHG is that each specialty-focused team is led by a tenured leader with experience in the defined specialty. That leader is equipped to aid in the understanding of CCHCD departments and practice settings so that CHG's consultants match the right provider to your needs.

CHG manages and maintains communication with a database of more than 730,000 healthcare professionals, and our team of over 1,200 consultants and operational staff work to fulfill more than 40,000 days of provider coverage across the country every month.

Our recruitment is accomplished through a variety of efforts, including but not limited to specialty conferences, internet advertising, journal advertising, residency visits, purchased contact lists, cold calling, and referrals from existing relationships.

- **Direct Recruiting – Phone, Mail, Email, Website - Includes cold calling providers, in addition to communication including mail, email, and CHG proprietary websites. Open jobs are posted on all the CHG brands' websites (including CompHealth, CHG Healthcare, and Global Medical Staffing) for review by any provider interested in locums work. Each of these postings is also listed on third-party sites and affiliates with which we have relationships. Thanks to these combined efforts, we receive more than 1,500 leads a month.**
- **Marketing/Advertising – Includes advertisements in print and online media, and attending healthcare conventions/expos. CHG Healthcare has a full-service, in-house advertising agency that provides strategic advertising planning, creative development, print and media buying, mass mail and handling services, Internet-related advertising, and follow-up analysis. CHG actively advertises on 30+ job boards and attracts over 100,000 unique visitors to our associated web properties. In addition, we attend 50+ conventions and job fairs annually, and advertise in nine journals and publications for a total reach of over four million print impressions annually. Finally, we have a dedicated marketing team promoting jobs through paid search, online ads and more.**
- **Referrals – If, in the course of our efforts to fill an open position with, it is determined that none of the providers in our database of over 600,000 are**





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qualified or available to perform the duties required by CCHCD, then CHG will begin to use other means to find resources. This includes focusing on our internal consultants' efforts to generate referrals and reach out to new providers using third party resources.

- Proactive Licensing – We are also willing and able to proactively license physicians in specialties where CCHCD foresees an ongoing need or shortage, to have as many quality physician candidates as possible available to CCHCD at any given time. In keeping with our commitment to exceptional service, we are prepared to exhaust all necessary internal resources to fulfill any CCHCD need.

CHG dedicates a majority of our internal investments toward our recruiting efforts. This has allowed CHG to gain 31.5% of all locums coverage in the United States.

We use various methods to draw the largest and highest quality physician pool in the industry. Web presence, journal's, and job fairs are just some of the resources we use coupled with 100+ specialty recruiters.

- Our specialty recruiters are always recruiting "new" physicians to have a full pipeline regardless of what jobs are currently open.
- We call and email providers on a regular basis, as well as receive hundreds of provider internet leads per day.
- The physician either reaches out to us to do locums, or we reach out to gauge their interest in doing locums.
- If the provider is interested, we quick qualify the candidate to ensure that we can work with the candidate in question (yes, no questions, etc.)
- We then contract with the physician and present opportunities to them that meet their needs and skillsets

CHG leads the industry in client credentialing, licensing, and enrollment. CHG's Medical Staff Services (MSS), comprises 250 dedicated people who ensure you receive a top quality physician.

CHG's full-service, in-house MSS department includes four teams and over 250 dedicated knowledgeable team members who ensure the quality, credentials, and licenses of our providers. The team communicates timeline information to the specialty teams and the providers. Please note CHG's licensing team maintains positive relationships with all U.S. licensing boards allowing us to supersede typical licensing processing timelines.

As a client of CHG, CCHCD will have access to these robust services, which can be customized to meet CCHCD's specific needs.



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Medical Staff Service teams include:

### Internal Credentialing

CHG's internal credentialing teams ensure only top candidates are presented to CCHCD through a rigorous and strict credentialing process. CHG providers are credentialed up to and above the NCQA and Joint Commission standards.

The course of action taken with every application received by our organization involves various primary-source verification procedures. Education, board certifications, DEA registration, licenses, and Medicare/Medicaid sanctions (OIG) are all source verified through the entities that provide this form of information for credentialing purposes. Queries are also performed with the National Practitioner Data Bank (NPDB) and the Federation of State Medical Boards to further investigate any claims history and sanctions against licensure. Criminal background checks are performed on all physicians prior to working.

In addition, we obtain three verbal references from colleagues who can attest to the physician's interpersonal and professional clinical skills. We only accept references that have had clinical contact with the applicant within the past two years. A physician's work history is reviewed from the information supplied on the application, as well as the curriculum vitae. An explanation must be included for any time gaps that are greater than six months. Facilities where the practitioner holds privileges or has held privileges within the past six months are contacted for verification. Once the credentialing process is completed by the internal credentialing team, if further attention is required the file is sent to quality management for further review.

Prior to a physician providing locum tenens services, we verify the state license in which the physician will be working. Additionally, we perform ongoing monitoring of our practitioners through conducting exit evaluations, subscribing to disciplinary action lists and Medicare/Medicaid sanction lists. Reports are run periodically to see if any of our credentialed physicians appear on these lists.

### Hospital Privileging Team

With a completed file, hospital privileging becomes almost effortless. Our external credentialing department assists the physician in completing privileges for any given assignment, if applicable. As a preferred staffing partner with CCHCD, CHG works collaboratively to customize a process to best meet the various facility's needs. With a formalized and mutually beneficial process in place, we are able to set the expectations with the provider upfront so timelines and expectations are met. We look forward to implementing this customized approach for each of CCHCD's facilities.



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Our privileging team works as a liaison between CCHCD and providers to facilitate the timely return of all paperwork and assist CCHCD in completing the privileging process. As always, our hospital privileging process can be tailored to meet the needs of each CCHCD facility.

A member of our hospital privileging team will be assigned to CCHCD and the contracted physicians to help both provider and client with the privileging process. Throughout the process, all parties are kept informed regularly on the progress of the application to ensure the assignment dates are met.

### Licensing

CHG's licensing team has established relationships with all U.S. licensing boards, and we leverage these existing relationships to expedite the licensing process prior to the assignment start date. This team is also able to advise CCHCD and our providers on appropriate time frames for new licensure. Due to the depth of knowledge and experience of our licensing team, we are able to work collaboratively with each CCHCD facility to proactively license in areas or specialties where there is an ongoing or anticipated need. As a courtesy, we work closely with our providers and notify them of any regulatory or policy changes made by state licensing boards.

- An expert from our MSS team will own the relationship with CCHCD medical staff office to understand the needs, stay abreast of CCHCD's process for privileging, communicate to all the appropriate people at CHG, and ensure quick challenge escalation and resolution
- The CHG MSS expert will pre-fill all privileging packets for the physicians, (with information CHG is legally allowed to pre-fill) and then send with a FedEx label to the physician to sign and send to the client with a tracking number.
- The CHG MSS expert will offer to set up regularly scheduled calls to discuss those providers currently booked to work at CCHCD to go over any outstanding items for these packets and map out a game plan for CHG to assist CCHCD with obtaining those items, if CCHCD finds value in that option.

### Quality Management

CHG's quality management team ensures our providers' files are complete, accurate and meet our credentialing standards on an ongoing basis. Our vigorous quality assurance practices include evaluations from clients and providers after each assignment, to ensure the highest level of quality and superior patient care. This team proactively minimizes risk for CCHCD and in turn, minimizes risk CHG takes on by assuming malpractice coverage.





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CHG also operates an independent CVO we use for delegated credentialing. We are capable of handling the entire credentialing process, thus removing stress and resource strains from our clients.

CHG takes the following steps to obtain documentation and provide malpractice insurance for providers working with CHG, to ensure a quality provider to our clients:

### Physician Credentialing Requirements

- Current CV, including work history in month/year format from start of professional training to present.
- Complete, signed and dated application with specialty-specific clinical capabilities checklists form, updated in the last 12 months.
- Three verbal references from peers within last 24 months who are able to judge the candidate on his/her clinical, ethical, and interpersonal skills (for recent graduates, the program director may be one of the three references). Minimum of two same specialty references or an explanation from the practitioner as to reason this cannot be obtained.
- Explanation of each malpractice claim, suit, and/or incident reported to insurance carrier.
- Explanation of any investigation, revocation, suspension, limitation, probation or other disciplinary action related to medical license, other professional registration/license, DEA, hospital medical staff membership/clinical privileges, professional society membership, participation in any private, state, or federal health insurance program, or any other type of professional sanction, if applicable.
- Proof of eligibility to work in the United States.
- Written explanation for any gap in work history of six months or greater from completion of education/training program to present.
- Copy of current controlled substance permit(s), if applicable
- Copy of ECFMG certificate, if applicable.
- Copy of current Life Support card(s), if applicable.
- Copy of military discharge documentation – DD214, if applicable.
- OSHA Vaccination Verification or OSHA Declination Statement.
- Seven-year criminal background check of all listed counties of residence as follows: Physicians, every two years; PAs, NPs and CRNAs; annual.
- Primary source verifications: All education and post-graduate training associated with practitioner's primary practice specialty.
- Primary source verifications: All active license(s), and, if applicable, information on sanctions or limitations.
- Board certification(s), if applicable.
- DEA registration, if applicable.



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- FSMB query (physicians and PA's).
- NPDB query or five-year professional liability claims history.
- Medicare/Medicaid sanction query.
- All hospital affiliations where practitioner has held privileges within the last six months for six weeks or longer.
- Re-credentialing every two years.

We understand the importance of maintaining patients' continuity of care, and every effort is made to expedite credentialing and licensing processes where possible. Preference is always placed on pre-credentialed providers who are local to the assignment facility, as well as those who can provide CCHCD with long-term availability for future and ongoing assignments.

We require each provider to complete re-credentialing with our applicable CHG operating companies every two years. Our in-house MSS team ensures each physician has properly maintained his or her continuing education, licensing and credentialing requirements, and that they are in good standing. Once all qualifications are verified, a physician can be successfully re-credentialed with our organization. As a courtesy, we work closely with our providers and notify them of any regulatory or policy changes made by state licensing boards.

- **Describe how you supervise or monitor a locum tenens while on assignment.**

We evaluate provider performance in a three-tiered approach: 1) During the credentialing process, 2) While these providers are on assignment, and 3) After the assignment is completed. Presentations will include the provider's CV, dates of coverage, licensure status, letters of recommendation, and any special requirements attached. Our presentations will also indicate whether the provider is credentialed with us currently, or if the presentation is pending internal credentialing.

#### **Initial Assignment Evaluation**

On the assignment start date, CHG's specialty consultant will call both CCHCD and the provider to make sure all requirements identified by the CCHCD facility were met and to evaluate the overall satisfaction level. Throughout the assignment, the consultant will continue to provide ongoing support to the client and provider.

#### **Post Assignment Review**

Once the assignment has ended, we use a Quality Assurance Evaluation survey to determine both our client's assessment of our customer service as well as the clinical and interpersonal competencies of our providers. This survey measures the following areas:



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- Clinical proficiency specific to each specialty
- Overall clinical skills and competence
- Compatibility with other healthcare providers
- Compatibility with patients
- Cooperation with hospital staff
- Communication skills
- Personal appearance
- Ability to maintain the required schedule
- Record keeping
- Adaptability to the practice
- Would the provider be asked to return
- All other comments

Following a successful assignment, CHG's team of consultants stay in contact with both the provider and facility with a goal of understanding what made the match such a success. When possible, we will continue to utilize providers who have successfully completed assignments at one of CCHCD's facilities with positive reviews, and keep those providers top of mind when future assignments become available. Ultimately, these positive matches allow CHG to fulfill our commitment to staffing the highest quality providers and delivering superior patient care.

- **Describe your buyout process.**

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**Client Offer of Position to Physician.** Client agrees that should it, or any third party introduced to Physician by Client (when the introduction has been made for the purpose of enabling the third party to recruit Physician for Work or when the third party is a facility to whom Client has furnished Physician's services), offer Work (as defined below) to any Physician introduced to Client by CHG for a period of twenty-four (24) months after the first date of introduction to Client or, if Physician has furnished Physician Coverage for Client, for a period of twenty-four (24) months after the last day of Physician's last Assignment with Client under this Agreement, and said offer is accepted, then Client shall pay to CHG as consideration for the introduction a contract buyout fee in the amount as listed in the related Confirmation ("Contract Buyout Fee") per Physician so hired or engaged, regardless of whether or not that Physician actually performed work for Client through CHG. The decision to offer a Physician Work hereunder shall exclusively be Client's or the third party's, as applicable, and CHG shall bear no liability for Client's or a third party's hiring decision.

**Client Notification of Previous Knowledge of Physician.** Client must inform CHG in writing within one (1) business day if any Physician presented by CHG is already known to Client through means other than CHG. If Client fails to so notify CHG, CHG shall be deemed to have made the introduction.





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**Contract Buyout Fee Payment Terms.** Client shall notify CHG at least thirty (30) days in advance of offering Work (as defined below) to any Physician. If a Physician accepts Work, the Contract Buyout Fee must be paid in full prior to the first day the Physician performs services in the new position. Fees shall be assessed for Physician Coverage up to the date the Contract Buyout Fee is paid. Once the Contract Buyout Fee is paid for any Physician under this Agreement, CHG shall not assess further Fees for that Physician except for Client's obligation to reimburse CHG for outstanding Travel and Housing costs, if any.

**Definition of Work.** For purposes of this Agreement, "Work" shall mean an offer to work, said offer being either verbal or written, on a part or full time basis, temporary or permanent, directly as an employee or independent contractor or indirectly when arranged through another staffing company, medical group or other entity.

- **Describe your process for termination procedures of a provider.**

CHG follows a structured quality assurance protocol throughout the entire Provider placement process. Candidates are tracked in a database that indicates whether a Provider has passed our rigorous credentialing process. If a candidate has received negative feedback during an assignment with CHG, the details about the assignment are documented and readily available. Candidates marked Do Not Send (DNS), Do Not Use (DNU), or Do Not Return (DNR) have a clear visual indicator stating "Do Not Work" in their database record. CHG recruiters are trained to examine Providers' histories in detail before soliciting Providers for open positions.

Each provider goes through a thorough, internal, three- tiered pre-qualification process before he or she is presented to CCHCD for consideration. This ensures that each candidate is equipped to represent CHG's standard of excellence and is well qualified to provide the service needed by the CCHCD facility. CHG reviews the credentials of all providers before they are presented to CCHCD to provide any medical services. This review ensures providers' ability to provide healthcare services within the specialty scope of experience and education. CHG's internal credentialing is a company process and is not to be considered by our clients as an alternative to their credentialing and privileging process. The ultimate responsibility concerning credentialing decisions rests with CCHCD.

Active providers are continually evaluated to be sure that the quality of services provided is consistent and of the highest quality. Regular contact is made to supervisory personnel while a provider is on assignment. Specific questions are asked to evaluate the services rendered by that provider.

In addition to making informal check-in calls at the beginning of and during each assignment, CHG requires a quality assurance evaluation of both the provider and the work site at the conclusion of each assignment. Providers are evaluated on their clinical skills, rapport with



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patients and staff, appropriate use of referrals, charting, overall value to the practice, and more. Work sites are evaluated based on the quality of their staff and operating systems, whether equipment is appropriate, patient-volume to staff ratios, and more. If an unsatisfactory match occurs, we first engage in an open dialogue.

CHG uses information from these evaluations to determine what types of assignments a provider is best suited for, what additional training the provider might benefit from, or if a provider is no longer able to offer quality care. Regarding clients, the evaluations are used to help a facility or practice make specific changes to improve the quality of patient care that is provided.

CHG has a 1.4% do not return rating over the last 12 months for our locums and allied brands.

CHG has an internal process for addressing assignment-related clinical and non-clinical issues. CHG employees are trained on this process to ensure that appropriate and timely action is taken for resolution.

Non-Clinical concerns: Your primary contact or specialty team consultant is available 24/7 to work with CCHCD to understand the situation, concern or issue and determine what course of action will be taken. If escalation is required, an appropriate senior leader or executive leader will work with CCHCD to provide resolution.

Clinical concerns: Your primary contact or specialty team consultant will immediately involve CHG's risk management team for issues that arise from a clinical concern. The risk management team is available 24/7 and will work with CCHCD to determine the proper resolution.

CHG will assure the immediate removal of providers for reasons relating to competence, if at any time during the assignment CCHCD determines a provider must be removed from an assignment for such reasons. It is CHG's duty to provide only the best, most qualified providers to CCHCD. We take all measures to ensure candidates presented to CCHCD meet the criteria set forth by the facility, to maintain CCHCD superior patient care. In the event a less than desirable candidate is screened, CHG has established a proactive approach to handling Do Not Send (DNS), Do Not Use (DNU), or Do Not Return (DNR) providers.

CHG clients have the right to request substitution of a physician for any reason, at any time. It is the position of CHG that inappropriate behavior by any provider is unacceptable. If for any reason it is necessary to remove a provider from the worksite, CHG will take appropriate action. CHG carefully documents any complaint and immediately investigates the circumstances of the complaint. This includes conversations with individuals on both sides of the issue. CHG requests permission from appropriate CCHCD personnel to discuss the situation with the provider. After said discussion with the provider, an appropriate resolution is discussed with the client. If necessary, the complaint is also passed along to the quality assurance/risk management department at CHG for further review.





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If it is necessary to replace a provider, the following two options are available at the discretion of CCHCD: 1) retain the current provider until a replacement arrives, or, 2) have the provider removed from the facility. From CHG's pool of physicians, we will immediately contact physician recruits for their availability, and notify the CCHCD facility when a replacement provider is identified. CHG will submit the curriculum vitae and dates of availability for each replacement candidate for review and acceptance by the facility. Once a candidate has been selected, a date mutually agreed upon to start, pending credentialing will be determined, and the necessary travel arrangements made. CHG understands continuity of care is of utmost importance and will do its best to keep interruption of service to a minimum.

#### 5.4 Fees

**List the not-to-exceed amount you propose for the service. Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, other reimbursable expenses.**

Specialty	Hourly	Overtime	Weeknight Call (Daily Rate MO-FR)	Weekend Call (24 Hour)
Family Medicine	\$239.00	\$377.00	\$1,482.00	\$1,442.00
Internal Medicine	\$229.00	\$361.00	\$707.00	N/A
Urgent Care	\$242.00	\$393.00	N/A	N/A
Outpatient Psychiatry	\$385.00	\$540.00	N/A	N/A
Inpatient Psychiatry	\$380.00	\$540.00	\$1,080.00	\$1,873.00

Expenses for travel, housing, and local transportation will be billed at actual cost.



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## 5.5 References

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**Provide three (3) references from Pacific Northwest clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.**

Healthpoint  
955 Powell Ave SW  
Renton, WA 98057  
Deanna Ward  
425-203-0415  
[deward@healthpointchc.org](mailto:deward@healthpointchc.org)

Lane County  
2411 Martin Luther King Jr. Blvd  
Eugene, OR 97401  
Shayla Garrelts  
541-682-8988  
[shayla.garrelts@lanecountyor.gov](mailto:shayla.garrelts@lanecountyor.gov)

600 Stewart Medical Group, P.C. dba Kinwell Medical Group  
7001 220th St SW  
Mountlake Terrace, WA 98043  
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## 5.6 Completed Proposal Certification (see the below form)

Docusign Envelope ID: AA47BA5D-0E25-440E-89C1-F422C8F853A8

### PROPOSAL CERTIFICATION RFP #2025-19

Submitted by: CHG Companies, Inc. dba CompHealth, A Delaware Corporation

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

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

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

**SECTION II. NON-DISCRIMINATION:** That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

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

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

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

Name: Tyler West Date: 01-Apr-2025 | 3:30 PM PDT  
Signature: [Signature] Title: Vice President of Business Development  
Email: rfp@chghealthcare.com Telephone: 800-328-3051  
Oregon Business Registry Number: \_\_\_\_\_ OR CCB # (if applicable): \_\_\_\_\_

Business Designation (check one):

☒ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Limited Liability Company

☐ Resident Quoter, as defined in ORS 279A.120

☒ Non-Resident Quote. Resident State: Utah

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## **EXHIBIT C**

### **IMMUNIZATION REQUIREMENTS**

All Locum Tenens placed onsite at a Clackamas County Health Center clinic must meet the following immunization requirements:

- TB test upon hire (annual TBQ shall be administered for assignments for longer than 1 year after the initial TB test upon hire)
- MMR Vaccine or Positive Titer
- Varicella Vaccine or Positive Titer
- Hepatitis B vaccination (series of 3) and positive titer or declination
- Provide date of last tetanus vaccination