

September 18, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Personal Services Contract with AB Staffing Solutions for as-needed medical, dental, and psychiatric providers at Health Centers. Contract Value is \$500,000 for 5 years. Funding is through Health Centers' Fees for Services. No County General Funds are involved.

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|-------------------------------------|---|---------------------------|--------------|
| Previous Board Action/Review | No previous Board action for this request. Previous Agreement June 20, 2019 – Agenda Item 20190620 A.12 | | |
| Performance Clackamas | 1. This agreement aligns with the Strategic Plan's Healthy People priority by ensuring uninterrupted access to essential health services through temporary providers. 2. It also aligns with the Safe, Secure, and Livable Communities priority by supporting stable and reliable healthcare for County residents. | | |
| Counsel Review | Yes: Amanda Keller | Procurement Review | Yes |
| Contact Person | Sarah Jacobson | Contact Phone | 503-742-5303 |

EXECUTIVE SUMMARY: The Health Center Division of Health, Housing, and Human Services Department requests approval of a Personal Services Contract with AB Staffing Solutions, LLC. The purpose of this agreement is to provide Locum Tenens temporary providers for the Clackamas County Health Centers Division. These locum tenens providers will be engaged on an as-needed basis to ensure continuity of care during periods of staff leave, vacancy, or unexpected staffing shortages. The agreement encompasses the temporary placement of qualified professionals in the following clinical roles: Physicians, Nurse Practitioners, Psychiatrists, Dentists, and Physician Assistants. By maintaining access to these essential providers, the Health Centers Division ensures uninterrupted delivery of services to the community.

Clackamas County operates a total of nine clinics that offer a range of services, including primary care, school-based health services, dental care, and behavioral health support. In the calendar year 2024, the Health Centers Division served approximately 17,686 patients across its network of clinics. This patient population accounted for a total of 110,995 visits, underscoring the critical importance of maintaining fully staffed clinical operations.

RECOMMENDATION: The staff respectfully requests that the Board of County Commissioners approve this agreement (12184) with AB Staffing Solutions, LLC, 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# 0000001365 H3S #12184**

This Personal Services Contract (this "Contract") is entered into between AB Staffing Solutions LLC ("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: **Locum Tenens to Provide Placement of Medical, Dental, and Psychiatric Providers** ("Work"), further described in **Exhibit A**. Contractor agrees to perform the Work in accordance with the Immunization Requirements in Exhibit C.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, an amount not to exceed **Five Hundred Thousand Dollars (\$500,000)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B. 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 \$500,000.00 authorized under 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 8.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
Invoices shall reference the above Contract Number and be submitted to:
HealthCemerA..Pw@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/termls.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

Locums housing reimbursement shall be capped at \$2000 dollars per month based on Housing and Urban Developments (HUD) fair market rent calculations.

https://www.huduser.gov/portal/datasets/finr/finrs/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, Exhibit C and Exhibit D.

7. **Contractor and County Contacts.**

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| Contractor Administrator: Matt Hale Phone: 800-272-2707 Email: government@jacksonandcoker.com | County Administrator: Adam Kearl Phone: 971-276-5002 Email: AKearl@clackamas.us |
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Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

1. **Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **Availability of Future Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
3. **Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for

the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

7. **Indemnity, Responsibility for Damages.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, to the extent caused by the Contractor's breach of this Contract; its failure to discharge its duties and responsibilities as set forth in this Contract; or the negligence, gross negligence, or willful misconduct of the Contractor or the Contractor's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

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

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the County will defend, indemnify, and hold Contractor and its directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities to the extent caused by the County's breach of this Contract; its failure to discharge its duties and responsibilities as set forth in this Contract; or the negligence, gross negligence, or willful misconduct of the County or the County's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

8. **Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

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| Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126. |
| <input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. |
| <input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts. |
| <input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage. |
| <input checked="" type="checkbox"/> Required – Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy. |
| <input checked="" type="checkbox"/> 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. |

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

- 10. Limitation of Liabilities.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. Ownership of Work Product.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.

- 13. Representations and Warranties.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, 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.
- 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 or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be

deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 20. Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
- 23. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

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

28. Confidentiality. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as "Personal Information" is defined in ORS 646A.602(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, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information.

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

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

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

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such

Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

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


- 29. Criminal Background Check Requirements.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.
- 30. Key Persons.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.
- 31. Reserved.**
- 32. 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.
- 33. HIPAA Compliance.** Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the "HITECH Act") (collectively, and as amended from time to time, the "HIPAA Rules"). Contractor shall further execute the Qualified Service Organization Business Associate Agreement attached hereto as **Exhibit D** and incorporated by this reference herein.
- 34. Merger.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY

UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

AB Staffing Solutions LLC

Clackamas County


Authorized Signature

8/20/25
Date

Chair _____ Date _____

Samuel Shelton CSO
Name / Title (Printed)

Name: _____

Approved as to Form:

1356590-92
Oregon Business Registry #


County Counsel

8/25/2025
Date

FLLC/AZ
Entity Type / State of Formation

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**

**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

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|---|---|
| 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 1 – Notice of Request for Proposals

Section 2 – Instructions to Proposers

Section 3 – Scope of Work

Section 4 – Evaluation and Selection Criteria

Section 5 – Proposal Content (Including Proposal Certification)

SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, April 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

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 |
| Available points | 0-100 |

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

SECTION 5 PROPOSAL CONTENTS

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

5.1.1. 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/clackamascountry/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 extend economically feasible in the performance of the contract work set forth in this RFP.

Name: _____ Date: _____

Signature: _____ Title: _____

Email: _____ Telephone: _____

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

Business Designation (check one):

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

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

☐ Non-Resident Quote. Resident State: _____

EXHIBIT B
CONTRACTOR'S RESPONSE



Clackamas County

RFP for Locum Tenens to Provide Placement of Medical,
Dental, and Psychiatric Providers



Presented by

AB Staffing Solutions

3451 S Mercy Road, Gilbert, AZ 85297

(888) 515-3900

www.abstaffing.com

APRIL 2, 2025

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Cover Letter

April 2, 2025

Clackamas County
Attn: Thomas Candelario, Contract Analyst
2051 Kaen Rd, Ste. 490
Oregon City, OR. 97045

Re: RFP #2025-19 for Locum Tenens to Provide Placement of Medical, Dental, and Psychiatric Providers

To Mr. Candelario and the Selection Committee,

AB Staffing is pleased to submit the attached **Clackamas County's RFP #2025-19 for Locum Tenens to Provide Placement of Medical, Dental, and Psychiatric Providers** on behalf of Mr. Sam Shelton, Chief Sales Officer of **AB Staffing Solutions (ABSS)**. AB Staffing serves our clients nationwide from a single office located in Gilbert, Arizona. ABSS employs over 150 employees, including recruiting, credentialing, accounting, payroll/benefits, human resources, account management, quality control, and senior management staff. We currently support over 300 clients and have more than 2,000 contractors on assignment at any given time.

AB Staffing Solutions has developed broad experience and technical knowledge related to supporting Dental, Dental Hygienists, Dental Assistants, Locum Tenens Psychiatrics, Physicians, Nursing, Midlevel, Admin, Ancillary Services nationwide. Our experience extends to VA Medical Centers, Health and Human Services, Centers for Disease and Control, Department of Defense (Army, Navy, et al) and other Government Clients. We specialize in providing nursing services as evidenced by our assignment of thousands of nurses to clients in need during the COVID pandemic. Our current client list includes hundreds of medical facilities across the United States, including the State of Oregon.

AB Staffing Solutions has been a The Joint Commission (TJC) Certified Health Care Staffing Services Company since 2009. AB Staffing Solutions has read the Request for Proposal in its entirety and indicates its understanding and acceptance of the requirements and Scope of Services detailed within the County's RFP for Locum Tenens for Medical, Dental, and Psychiatric Providers. We are confident of our ability to comply with all terms, requirements, and conditions if ABSS is awarded a contract. Our AB Staffing Leadership Team looks forward to providing Locum Tenens Staffing to Clackamas Count in 2025 and beyond. If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to be 'S. Shelton', with a horizontal line extending to the right.

Sam Shelton, Chief Sales Officer
AB Staffing Solutions
Direct: (480) 626-0830
sshelton@ABstaffing.com

General Background and Qualifications

AB Staffing Solutions (ABSS), an Arizona-based, Joint Commission-accredited organization, is pleased to submit this proposal to **Clackamas County Health Centers Division (CCHCD) for Locum Tenens to Provide Placement of Medical, Dental, and Psychiatric Providers**. Established in 2002, ABSS specializes in providing dentists, dental assistants, hygienists, physicians, psychiatrists, nursing, and allied health supplemental staffing to both government and private clients nationwide.

Since its inception, ABSS has been a trusted provider of contracted healthcare professionals, primarily serving federal facilities. In 2004, ABSS was awarded a Federal Supply Schedule 621I for Professional & Allied Healthcare Staffing Services, a schedule we have continuously held since the original award. Our federal clients include Veterans' Administration medical facilities and Indian Health Services locations across the United States, in both urban and remote areas. We have successfully placed thousands of dentists, locum tenens psychiatrists, and physicians in government, non-profit, and commercial hospitals, mental health facilities, educational institutions, and correctional facilities.

Our extensive reference list attests to our success in managing similar programs and our ability to recruit and retain professionals with difficult-to-fill clinical skill sets. ABSS is committed to providing quality providers who are dedicated to their assigned projects. We take the time to understand the unique needs and goals of our clients, customizing our staffing solutions to align with their vision and objectives, thereby fostering long-term partnerships. With a proven track record of successful dental, locum tenens psychiatrists, and physician staffing engagements at correctional facilities nationwide, we bring extensive experience and expertise to the table.

This proposal underscores ABSS's ability to meet Clackamas County's staffing needs for Locum Tenens for Medical, Dental, and Psychiatric Providers.

ABSS Joint Commission Accredited

AB Staffing Solutions (ABSS) is a Joint Commission (TJC) Certified Health Care Staffing Services Company. ABSS has been certified since 2009 with the most recent review of compliance taking place in 2021. The Joint Commission certification process demonstrates our commitment to patient safety efforts and initiatives. ABSS' commitment to the healthcare community is proven in our certification. With this certification comes the promise to provide a framework for organizational structure, to continue enhancing staff recruitment and development, and adopting the standards as set forth by the Joint Commission.



Company Background

In 2002, Anderson and Bates LLC incorporated in Tempe, Arizona. In 2008, Anderson and Bates was abbreviated to AB Staffing Solutions (ABSS) Limited Liability Company. Originally incorporated as Anderson and Bates LLC in Tempe, Arizona, the company rebranded in 2008 to become AB Staffing Solutions (ABSS) Limited Liability Company. Currently, Fortis Healthcare, LLC assumes ownership of ABSS.

Over the past 23 years, AB Staffing Solutions has grown significantly with over 2,000 contractors on assignment at any given time. Its single office location in Gilbert, Arizona is staffed with 150 employees, including recruiting, credentialing, accounting, payroll/benefits, human resources, account management, quality control, and senior management staff. It currently supports over 300 clients with many of the same skills sets as CCHCD requires described in the Scope of Work.

As a “managing firm” and staffing company, we maintain a candidate database of over 1,200,000 resumes and we also employ 75 recruiters who focus on providing qualified personnel. Our approach is further discussed in the following pages.

AB Staffing Solutions has the qualifications required to ensure the successful implementation, transition and ongoing performance of this Bid and resultant contract:

- An experienced management team with over 75 years combined experience providing health care professionals including Dental Staffing, Locum Tenens Psychiatrists and Physicians and similar services
- A database of thousands of pre-qualified candidates
- Significant compliance knowledge regarding the marketplace and a strong benefits program to both attract and retain quality talent

Company Size



AB Staffing is a single office location in Gilbert, Arizona is staffed with over **150** employees, including recruiting, credentialing, accounting, payroll/benefits, human resources, account management, quality control, and senior management staff. AB Staffing Solutions has a dedicated recruiting team consisting of **75** recruiters, **5** VP's, **3** Directors and **10** managers. Additionally, ABSS employs **13** credentialing personnel to ensure candidates are fully compliant with client requirements. The staffing teams include additional sourcing personnel as required due to client need and rapid response situations.

AB Staffing Solutions can attest that we have successfully recruited the following skill sets and have current contractors working in 50 states in each one:

- Dentists/Assistants
- Dental Hygienists
- Physicians
- Physician Assistants
- Physical Therapists
- Occupational Therapists
- Certified Nursing Assistants (CNA)
- Pediatricians
- Dieticians
- Pharmacists
- Family Therapists
- Psychiatrists
- Behavioral Health Technicians
- Clinical Nurse Supervisors
- Nurse Case Managers
- Critical Care Registered Nurses
- Nurse Practitioners
- OB/GYN
- Mental Health Workers
- Psychologists
- Case Workers
- Epidemiologists

Mission Statement

Mission Statement

***Our mission is to ensure
healthcare organizations maintain
the highest quality of patient care
by providing the highest quality of
healthcare professionals.***



By the Numbers

AB Staffing was created in 2002. As a managing firm / staffing company, AB Staffing Solutions can and will recruit proposed individuals to perform services, based on the specifics of each individual order received. The following narrative discusses our plan to recruit, hire and maintain personnel meeting the requirements of the contract.

AB Staffing Solutions has experience in successfully providing nursing, behavioral and allied services to organizations nationwide. The factors that explain our prior success and support a high probability of future success relate to staff experience, recruitment process, credentialing/qualification process, retention programs and quality assurance. In short, our management plan has been developed based on years of relevant experience and the identification of best practices in support of our unique government and commercial clientele.

AB STAFFING BY THE NUMBERS

2002

Established in 2002

300+

Currently supporting over 300 clients

16,776

Number of licensed health care providers placed by ABSS in the past 3 years

94.6%

Retention Rate

Recruitment performance metrics are reviewed on a consistent basis to ensure high service levels are maintained as measured by the number of qualified candidate submittals, percentage of interviews to submittals and percentage of hires to submittals and interviews. We also track retention ratios to measure the effectiveness of our retention programs. Our current retention ratio reflects a high degree of success with more than **94.6%** of our contract staff successfully completing their client assignments.

AB Staffing Capabilities

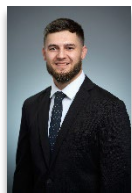
The principals of ABSS have extensive experience within the healthcare industry, including overall clinical management, quality and compliance management and directly providing nursing services. Over the past three (3) years, AB Staffing has successfully placed a total of **16,776** licensed health care provider placements Nationwide. Of these placements, **9,369** were Nurses, **2,238** were Physicians and Advanced Practitioners, **3,622** were Allied Health Professionals and **1,547** were Behavioral Health Professionals. All placements were temporary/contract assignments, starting at 8 weeks to 13 weeks assignments.

ABSS takes pride in their ability to recruit and retain qualified personnel that are carefully matched to meet our clients' specific requirements. In most instances, AB Staffing will be able to provide completed profile packages of candidates within 48 hours of receiving the request. The average time required for an employee to report to the facility is seven (7) days from hire and the appropriate background and credentialing is complete.

ABSS puts a large focus on cost effective rates that are beneficial to the client, while still making sure that our providers are incentivized to perform at a high skill level. Our main goal is to work with the client and agree upon rates which result in long term partnerships for years to come. ABSS is mid-market company, we don't have the financial pressure of investors or meeting stock market expectations. On average, our gross margin percentage is lower than the large corporations by 5% - 8%, providing quality compensation to our providers and being fiscally responsible with our clients. There is also a competitive buyout structure that can be beneficial to all clients.

Project Manager

If awarded, AB Staffing will have a full-time dedicated **Account Manager, Justin Schaaf**. Justin will be the single point of contact for CCHCD and fully dedicated to this staffing assignment. The following short bios reflect the AB Staffing staff that we consider to be Key Management Personnel that will be instrumental in managing and overseeing a resultant contract with CCHCD.



Justin Schaaf, Locum Account Manager

Mr. Justin Schaaf is known for his exceptional interpersonal skills, fostering trust and rapport with both clients and healthcare professionals alike. He will be assigned as the main point of contact if awarded by the County. Justin's approachable nature and strong communication skills have resulted in long-lasting partnerships and client satisfaction. By providing ongoing support, addressing concerns promptly, and consistently delivering on commitments, Justin has established himself as a reliable and trusted point of contact for all staffing-related matters. His expertise in the healthcare industry, combined with their dedication to exceeding client expectations, has made Justin an invaluable asset to the AB Staffing team.

AB Staffing Key Personnel

The following short bios reflect the AB Staffing staff that we consider to be Key Management Personnel that will be instrumental in managing and overseeing a resultant contract with CCHCD.



Sam Shelton, Chief Sales Officer

Mr. Sam Shelton is a distinguished leader in healthcare staffing, boasting over 15 years of experience in the field. Beginning his journey as a local recruiter, he has progressively advanced through an array of roles, including Account Manager, Business Development Manager, Director of Business Operations, Area Director of Staffing, and now, Senior Vice President of Sales. This comprehensive experience has shaped his deep understanding of the healthcare staffing landscape. Throughout his career, Mr. Shelton has played a pivotal role in helping organizations establish and grow critical business verticals, such as Acute and Non-Acute Nursing, Allied Health, Corrections Healthcare, Educational Services, Behavioral Services, Strike Services, and MSP/VMS programs. His leadership is characterized by a dedication to delivering best-in-class customer service, underpinned by a consultative approach that fosters long-lasting partnerships.



Vony Middlebrooks, Vice President of Recruitment

Mr. Vony Middlebrooks serves as AB Staffing's Vice President of Recruitment, overseeing the development and execution of innovative talent acquisition programs, leadership development initiatives, and professional training for all recruitment staff. Holding a Bachelor's degree in Business Administration from the University of Colorado, Colorado Springs, he brings over a decade of staffing experience and a deep passion for building high-performing recruitment teams. Mr. Middlebrooks is dedicated to fostering a workforce that delivers exceptional customer service by designing and implementing strategies that train, develop, and inspire. His leadership encompasses a variety of initiatives, including hands-on training sessions, group presentations, professional development curricula, e-learning modules, and industry-specific knowledge workshops. Additionally, he spearheads company-wide employee training programs, ensuring alignment with organizational goals.



Madison Farish – Human Resource Manager

Madison serves as AB Staffing Solutions' Credentialing Manager, a role she has held since 2022. Her work is critical to the organization's operations, as she ensures that client-facing candidate information is accurate and reliable. Madison leads a dedicated team tasked with onboarding new providers and maintaining full compliance with regulatory and client requirements. In addition to managing these

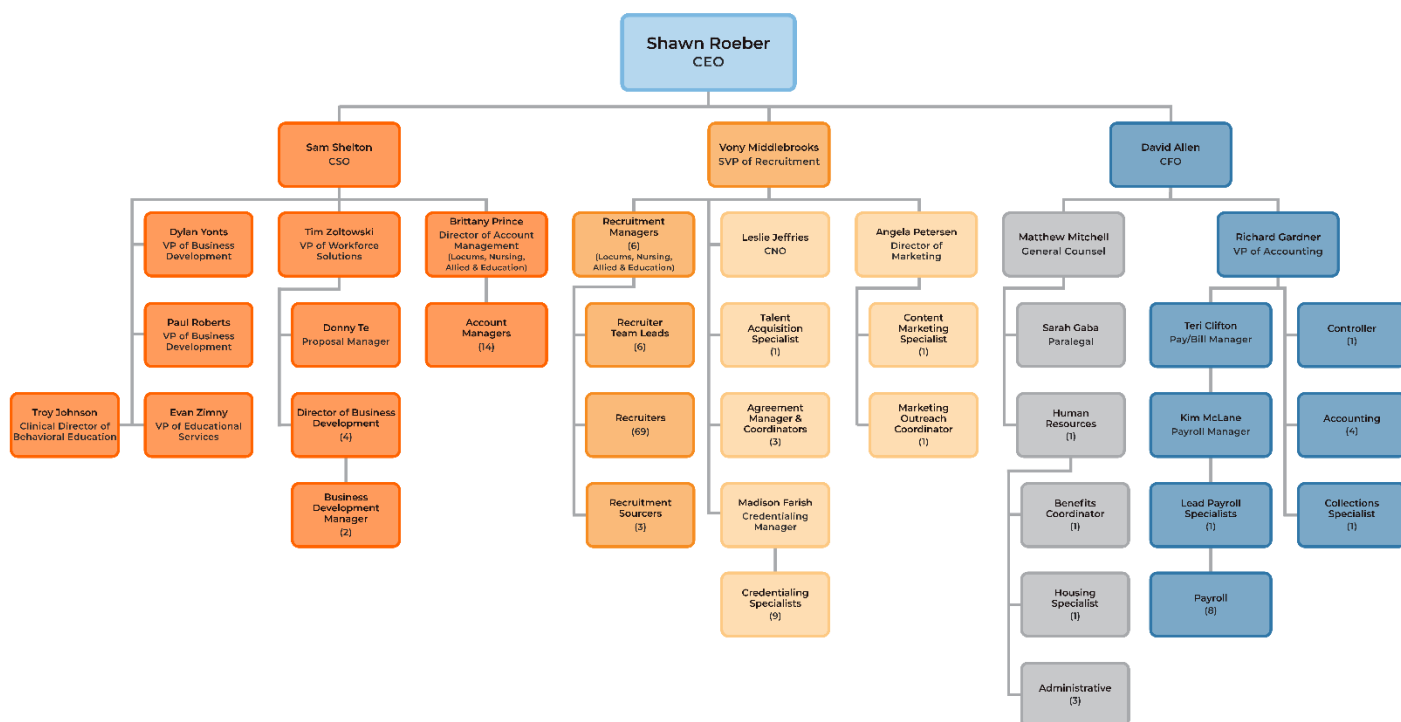
responsibilities, she conducts routine reviews and implements performance plans to support the growth and development of her team. Her leadership and attention to detail are instrumental in fostering excellence within the credentialing process.

Similar Services

Below is a list of clients in which are public entities that are of similar size and Scope to CCHCD that our team has serviced and staffed within the past five years. We have also provided a list of references as requested from Section 5.5 of the RFP from CCHCD on [page 20](#).

- Multnomah County (OR)
- Lincoln County (OR)
- State of Montana
- Eastern State Hospital
- Sea Mar Community Health Centers

AB Staffing Organizational Chart



Scope of Work

AB Staffing has successfully placed nearly 2,000 Dental staffing, Locums Tenens Psychiatrists and Physicians with State, Federal, and other Government facilities throughout the United States. AB Staffing has been staffing locums since 2010 with our first Psychiatrists placements coming in 2012 within the veteran affairs healthcare system. AB Staffing's workflow is organized according to the chain of activities that deliver value to our customers. AB Staffing's internal database has over 4,700 psychiatrists who are board certified and board eligible with over 3 years' experience. Additionally, we have several job board resources with thousands more.

AB Staffing has placed locum tenens staffing at over 300 facilities nationwide with over 80% of those being state, federal, and other governmental facilities. AB Staffing currently works with several state agencies and has locums within their state and correctional facilities. AB Staffing has experience in locating candidates who want to work in these settings, has the proper expectations around the roles and worksites, and has a full understanding of the onboarding processes and timeframes to ensure timely starts.

Capabilities



A key feature of our recruitment process is a detailed pre-screening that is based on security review. When qualified candidates are declined for drug screen or background issues, it creates an unacceptable delay for the customer and continuity of patient care. To prevent this, we discuss this up front with each candidate's history that could result in rejection. We stay in constant contact with candidates to keep them up-to-date and engaged during the processing time. Contracted providers will maintain active and up-to-date licenses

and certifications as required for their position. Training dates, license and certification expiration dates, security and other annual documentation requirements are tracked through our ATS system. The following chart provides an example of the automated system AB Staffing utilizes, to track licenses, certificates and other items which have an expiration date. The system allows us to track our initial credentialing process and then ensure all requirements remain current during the assignment. Pictured below is a sample of how AB Staffing successfully tracks how many applicants, the quality of the applicants, and the time it takes to produce candidates for our customer. We break down the data by position and location so that we can tell which sources have historically produced better results for each type of position.

| Test | Description | Score | Date | Expires | Attach |
|------------------------|------------------------|------------------------|------------|------------|--------|
| BCK-Basic | BCK-Basic | | 08/20/2014 | 01/01/3000 | 0 |
| BCK-NPDB | BCK-NPDB | | 09/02/2014 | 01/01/3000 | 0 |
| BCK-ROI | BCK-ROI | | 08/15/2014 | 01/01/3000 | 0 |
| BDay | BDay | | 04/27/1957 | 04/27/2017 | 0 |
| CERT-BLS/CPR | CERT-BLS/CPR | | 02/17/2015 | 02/28/2017 | 0 |
| CORE-1 | CORE-1 | 86% | 09/30/2015 | 09/30/2016 | 0 |
| CORE-2 Nur | CORE-2 Nur | 94% | 12/15/2015 | 12/15/2016 | 0 |
| EVAL-PPA-ABSS | EVAL-PPA-ABSS | | 11/10/2014 | 11/10/2016 | 0 |
| Fingerprint Date | Fingerprint Date | | 08/19/2014 | 01/01/3000 | 0 |
| IMM-HepB | IMM-HepB | | | 01/01/3000 | 0 |
| IMM-MMR | IMM-MMR | | | 01/01/3000 | 0 |
| IMM-PHYS | IMM-PHYS | | 08/27/2014 | 01/01/3000 | 0 |
| IMM-TB/PPD | IMM-TB/PPD | | 08/18/2015 | 08/18/2016 | 0 |
| IMM-TdaP | IMM-TdaP | Not required - on file | 08/27/2014 | 01/01/3000 | 0 |
| IMM-VAR | IMM-VAR | | | 01/01/3000 | 0 |
| License-CA | License-CA | 772140-inactive | 04/08/2010 | 01/01/3000 | 0 |
| License-SD | License-SD | R026001 | 03/11/1993 | 04/27/2017 | 0 |
| License-Virgin Islands | License-Virgin Islands | 11077 - exp | 10/02/2009 | 01/01/3000 | 0 |

Ensuring Current and Accurate Credentialing - Preliminary

AB Staffing Solutions will only process Physicians, NPs/PAs, Psychiatrists, and Dentist candidates who meet or exceed minimum qualifications as outlined in the contract. Recruiters will develop a candidate professional file to ensure information is complete and signed; license(s) and certifications are verified through primary source verification; the appropriate state licensing board(s) are contacted to ensure license(s) are current and in good standing (including inactive licenses); verification of education and any degree(s) and documents any special training. Employment records of current and past employers, confirmation of dates of employment, eligibility to return, as well as performance, conduct and/or other details are obtained. Recruitment and credentialing personnel partner to ensure the provider is compliant during the retrieval and verification of credentials. ABSS documents the method of verification, who conducted the inquiry and how the information was obtained. In the event a candidate's file is delayed for any reason, ABSS will notify the Department's staff.

License Review and Continuous Query

The AB Staffing credentialing team prime source verifies licensure prior to candidate submission. Additionally, for licensed professionals, ABSS contracted employees are enrolled in a continuous query through the National Practitioner Data Bank, <https://www.npdb.hrsa.gov>, to ensure licensure remains in good standing throughout the life of the contract.

CV Verification

Candidate CVs are reviewed and crosschecked with SOW requirements prior to candidate submission. AB Staffing does not present candidates to our clients unless they meet all minimum requirements.

Detailed Pre-Screening Based on Security Review

A key feature of our process is a detailed pre-screening that is based on security review. When qualified candidates are declined for drug screen or background issues, it creates an unacceptable delay for the customer and continuity of the work needed. To prevent this, we discuss this up front with each candidate's history that could result in rejection. We stay in constant contact with candidates to keep them up-to-date and engaged during the processing time.

Background Checks on Every Candidate Before Placement at a Client Site



AB Staffing performs background checks on every candidate before placement at the client site. ABSS utilizes Crimcheck to perform criminal background checks and drug screens. In the event that a Crimcheck location is not conveniently accessible for a potential provider, AB Staffing will utilize Vault for background checks and screenings as an alternative solution. Our continuing emphasis is to ensure that all recommended candidates are ready (available), willing (short or long term, based on client need) and able

(competent and appropriately certified) to provide our customers with the best fit for their needs. Background checks automatically include national sex offender information since it is part of the nationwide criminal check. If the client desires ABSS to run a separately identifiable sex offender check, ABSS will utilize the national Sex Offender Public Website (NSPOW) offered through the U.S. Department of Justice. This site links public state, territorial and tribal sex offenders through this one national search site. Any applicant that has been adjudicated as a sex offender is ineligible for hire.

Background Check Policy



The following criminal convictions will disqualify an applicant from employment with ABSS Staffing Solutions:

- All felony convictions
- Misdemeanor convictions that have the potential to negatively impact the delivery of safe patient care; assault/battery, abuse/neglect, theft/robbery, crimes involving a child, drug-related crimes, crimes involving weapons and sex crimes.
- A DUI in the last year or Multiple DUIs within the last 7 years may disqualify an applicant for hire.
- All other convictions will be reviewed individually.

ABSS utilizes an escalation process to review criminal convictions to determine if an applicant is eligible for hire. The Recruitment Director, HR Manager and Director of Quality and Compliance reviews the criminal background results, if needed the results will be escalated to the CEO and will then make the final eligibility decision.



Back-up Coverage

In the event of a call out or other vacancy, ABSS will immediately notify CCHCD. We will already have called through our pool of candidates to determine who might be available. The first qualified available employee will be assigned and given reporting instructions. If a candidate is not available, we fully expect that the Department will utilize other vendor resources if the vacancy for the day is critical. Upon award, it is our commitment to have 5 to 10 qualified candidates identified for each major skill set category as part of our backfill pool in the event of a foreseen or unforeseen absence.

Recruiting and Maintaining Staff

Prior To Proposal Response: Prior to the proposal response ABSS executes pro-active recruitment strategies with the goal of increasing the accuracy of the cost of labor, availability of staff in the market and to expedite the recruitment of qualified candidates upon award. ABSS uses Ultrastaff as the Applicant Tracking System (ATS) to recruit candidates for available and backfill positions. By pre-qualifying candidates carefully matched to meet the client's specific requirements, ABSS improves efficiency when filling the positions after the award.

Upon Award: Ultrastaff requisition statuses are updated, and candidate sourcing begins. This includes contacting the pre-qualified candidates as identified prior to the proposal response, who already meet the contract SOW requirements. Once all pre-qualified candidates have been contacted, additional strategies are triggered to include advertising, association postings, holding subscription databases, job board postings, job fairs, military liaison offices, and more. To encourage staff to meet the timeline, ABSS provides recruitment bonuses to those employees who identify additional candidates for open positions.

ABSS utilizes an electronic client resource management and job order system, including our own proprietary healthcare provider database. Client order and support activity are managed through this Ultrastaff system to track order progress, key performance indicators, and client activities. Our candidate database is continually updated by employees responsible for sourcing both search pay and free internet sites for qualified candidates. ABSS utilizes more than 15 sites to supplement its direct and indirect sourcing and recruiting methods.

ABSS takes great pride in its ability and retains qualified personnel carefully matched to meet the client's specific requirements. It is expected that each employee responsible for the services of a client be educated in the requirements of the Department. This equates with ABSS' Sales Team, Account Management Team, and Recruitment Team being able to discuss the specifics of the facility as well as the surrounding geographical area. Each will be able to provide information to the candidates regarding the working environment of the facility, shifts, patient ratios, EMR system and the nature and types of services provided at that facility. When traveling professionals are candidates for a position, ABSS will provide information available as to the local cost of living, population, amenities, and lodging options, for example. Obtaining and sharing this type of information with the candidate increases the attraction of qualified candidates and improves retention rates. By being candid with our candidates regarding the expectations of the assignment, they will report to work when designated and will have a thorough understanding of what to expect from the facility and the area. These efforts result in us providing healthcare providers more likely to stay for through the completion of their contract because of the reduction in surprises.

Upon Receipt of Contract: Should ABSS be the recipient of the contract, ABSS will immediately develop a template for each position as specified in the SOW requirements. Each template will be set up in the ATS as an "evergreen order" for the

continual recruitment of qualified personnel. When an actual need arises to backfill, replace, or identify a short term per diem work, an immediate database search is conducted to filter for qualified candidates.

With the number of resources offered to ABSS recruiters, utilizing all of the various sourcing tools and techniques to identify suitable candidates is rare. It is not uncommon for ABSS to already have similar candidates in various states of the recruiting process due to simultaneously recruiting candidates for other clients.

Training Program

All applicants will be required to complete appropriate competency exams using Prophecy.com. A competency exam specific to the clinical specialty will be required as a component of the competency assessment process if the client requires it. Prophecy.com automatically displays determination of a passing score of the competency exam on the exam results. Based on the applicants overall score, the system will automatically compare this score to the Angoff Cutoff Score and display the score either in green which indicates "Pass" or in red which indicates "Fail". This enables the recruiter to quickly determine if the applicant passed that particular assessment. It is important to note that each assessment will have its own, unique Angoff Cutoff Score.

Skills Checklist

To protect the safety of the public and the interests of our clients, ABSS strives to maintain high quality Staffing Services through its pre-employment and ongoing competency assessment.

- A skills inventory checklist is to be completed by all employees.
- Employees shall be required to update their specialty skills checklist annually to ensure that the skills level is maintained.

Orientation

ABSS will provide all new employees and independent contractors with an electronic orientation to the company's policies and procedures via the appropriate ABSS Handbook. Most facilities require some form of orientation, and the amount of time required by each facility varies. Some facilities require computer training classes and orientation prior to the first shift worked. The ABSS recruiter will explain required orientation to all employees prior to scheduling their first shift with a facility. Orientation time worked at the facility is paid at a predetermined orientation rate. Some facilities require that their specific pre-employment orientation "packets" be completed by the prospective contractor at ABSS before the first shift is worked, and there is no pay for this required activity.

Ensuring Current and Accurate Credentialing

ABSS only processes candidates that meet or exceed minimum SOW qualifications. We work with each candidate to complete the appropriate SOW and The Joint Commission (TJC) requirements. Recruiters develop a candidate professional file to ensure information is complete and signed; license(s) and certifications are verified through primary source verification; the appropriate state licensing board(s) are contacted to ensure license(s) are current and in good standing (including inactive licenses); verification of education and any degree(s) and documents any special training.

AB Staffing Standards of Conduct for Providers

Serious performance or conduct offenses or sentinel events can result in immediate suspension of employees by the supervising charge nurse, medical director, or service unit senior administration member, pending the results of an investigation. A positive, progressive approach is taken to solve discipline problems, which appeal to an employee's self-respect, rather than create the fear of losing a job. Our system emphasizes correction of offensive behavior. If correction of the problem and sustained improvement does not occur, termination may result.

The following may be grounds for disciplinary action, up to and including termination:

- Accepting an assignment and not reporting to work or not notifying ABSS

- Unauthorized possession, use, or removal of property belonging to ABSS or any client of ABSS
- Failure to comply with all safety rules and regulations, including the failure to wear safety equipment when instructed
- Reporting to work under the influence of alcohol, illegal drugs, or in possession of either item on company premises or work sites of client companies
- Lewd, unacceptable behavior, possession of weapons or explosives and provoking, instigating, or participating in a fight is prohibited at ABSS and/or at Client facilities
- Violation of the harassment policy
- Insubordination of any kind is grounds for immediate termination. (i.e., refusal to carry out your supervisor's reasonable work request)
- Leaving an assignment without notice (i.e., patient or assignment abandonment)
- Falsifying records, including but not limited to time records or claims pertaining to injuries occurring on company premises or work sites of client companies or personnel records
- Disclosing confidential information without authorization
- Disregard for established policies and procedures
- Excessive cancellations or tardiness
- Discourtesy to clients or fellow employees

Substance Abuse

ABSS believes that maintaining a workplace that is free from the effects of drug and alcohol abuse is the responsibility of all people involved in our business, including ABSS employees and clients. The use, possession, sale or transfer of illegal drugs or alcohol on company or client property, in company or client vehicles, or while engaged in company or client activity is strictly forbidden. Also, being under the influence of drugs or alcohol while on company property, in company vehicles, or while engaged in company activities is strictly forbidden. A violation of this policy will result in disciplinary action up to and including termination. Depending upon the circumstances, other actions, including notification of appropriate law enforcement agencies, may be taken against any violator of this policy. In accordance with the Drug-Free Work-Place Act of 1988, as a condition of employment, and of assignment and issuance of an Employment Agreement, patient care providers must disclose conviction for any use of or distribution of a controlled substance within five days. Failure to do so will result in immediate termination of employment pending the outcome of any legal investigation and conviction.

For the protection of our employees and the public, and to ensure an environment free from the influence of illegal drugs as is reasonably and practically possible, the company requires a pre-placement drug screen, annual drug screen, and reserves the option to conduct "for cause" drug screens for the presence of illegal drugs under certain conditions. Consent to the testing program will be a condition of further placement of every employee and condition of further engagement and issuance of any employment agreement. If any director, manager, supervisor or other company officer or client representative has any suspicion that an employee under his or her supervision may be affected by or under the influence of illegal drugs, the employee under suspicion will be asked to undergo a laboratory test to determine the presence of illegal drugs. Refusal to take the test will subject the employee to immediate termination. Additionally, consistent with the law, drug and alcohol screening tests will be given after accidents or near misses, or upon reasonable suspicion of alcohol or drug use, when a client requires pre-assignment testing, or upon any other circumstances which warrant a test.

Sexual & Other Unlawful Harassment

ABSS is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, sexual orientation, or any other legally protected characteristic will not be tolerated.

Sexual Harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment examples.

- Unwanted sexual advances—verbal and/or non-verbal
- Offering employment benefits in exchange for sexual favors
- Making or threatening reprisals after a negative response to sexual advances
- Visual conduct that includes leering, making sexual gestures, or displaying sexually suggestive objects or pictures, cartoons, or posters
- Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes
- Verbal sexual advances or propositions
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, e-mails, or invitations
- Physical conduct that includes touching, assaulting, or impeding or blocking movements
- Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:
 - Submission to such conduct is made either explicitly or implicitly as term or condition of employment
 - Submission or rejection of the conduct is used as a basis for making employment decisions, or
 - The conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

Upon experiencing or witnessing sexual or other unlawful harassment in the workplace, providers must report it to their supervisor. If the supervisor is unavailable or the provider feels unsafe doing so, they must immediately contact the ABSS Corporate Office or any other member of management. Providers are encouraged to raise concerns and make reports without fear of reprisal or retaliation.

All allegations of sexual harassment will be quickly and discreetly investigated. To the greatest extent possible, the alleged victim's confidentiality, that of any witnesses, and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, the alleged victim will be informed of the outcome of the investigation.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment must immediately advise any member of management so the allegation can be investigated in a timely and confidential manner. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

Termination of Employment

Employment with the Company may be terminated for a variety of reasons, including but not limited to, an employee's resignation, discharge, retirement, or reduction in the workforce. Consistent with an employee's "at will" status, termination of employment can be at any time for any reason not prohibited by law, with or without notice.

- A. All employees are requested to give a minimum of two (2) weeks written notice of their intent to resign to their immediate supervisor. If an employee gives the requested minimum of two (2) weeks written notice of his/her intent to resign and has worked for the Company for a minimum of twelve (12) months, the employee will be eligible to be paid for unused vacation time. If the employee fails to give the requested notice, the employee will be ineligible for pay for unused vacation time, unless such payment is otherwise required by applicable law. The Company retains the right to waive any portion of the notice period and terminate employment before the two-week period has ended. The Company's policy concerning eligibility for pay for unused vacation does not in any way affect the nature of the at will relationship.
- B. An employee who is absent from work without having notified his/her immediate supervisor of the absence may be considered as having resigned after the second consecutive day of absence.

- C. An exit interview may be conducted before an employee's last working day. At this time, all Company property in the employee's possession must be returned, including but not limited to keys/fobs, operating manuals, passwords for voice mail, laptops/computers and alarms, software, files, credit cards, cell phones/blackberries (if applicable), etc. If the employee does not attend an exit interview, all Company property must be returned before the employee leaves the building on the employee's last day of work.
- D. Former employees should not visit Company offices unless they have formal appointments with management. It is the responsibility of all staff in management positions to abide by this policy and assist in its enforcement. Any unauthorized former employee on Company premises must be escorted out of the building by a manager or supervisor.

Clinical Incident & Sentinel Events

Clinical employees must recognize the importance of following effective procedures and are encouraged to speak up if something has compromised or might compromise patient safety and quality.

A Clinical Incident is any event or series of events that resulted in or had the potential to result in an adverse patient outcome. Examples of a clinical incident include but are not limited to: Omission of treatment, deviation from policy, medication errors, improper equipment usage, complications, inaccurate clinical assessment, or complaint. Employees should notify ABSS of clinical incidents that occur while on assignment, regardless of an adverse outcome.

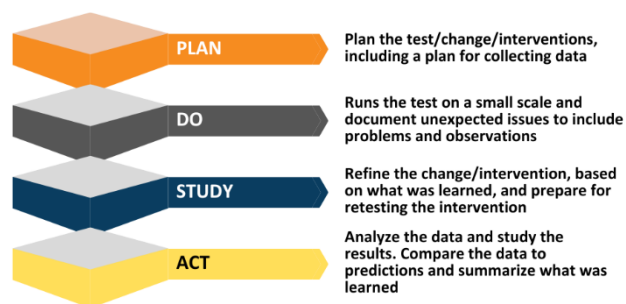
A sentinel event is an unexpected occurrence involving serious physical or psychological injury or death or the risk thereof. These events must be reported within 24 hours of the occurrence. The Client facility will conduct a Root Cause Analysis for all sentinel events, to identify the causes of the error. The Clinical Consultant/Dental Director will work closely with any staff involved in any error, including supporting them through the difficult times, facilitating communication between the clinical staff and the customer about the event, and based on the root cause analysis, plan for improvement activities.

In the event of deviation of practice according to the professional practice act, fraudulent behaviors, narcotic abuse, or deviation and/or other aberrant or illegal behavior, each event is documented, and a report is made, which includes information from the customer. Each situation is reported according to the guidelines of the appropriate professional association by the Clinical Consultant/Dental Director.

Provider Evaluation

Included in ABSS's robust Practice Management Plan is an overview of our Quality Improvement Program. One of the ways we differentiate ourselves is by tailoring our quality improvement efforts to meet the needs of our clients. Utilizing the Plan-Do-Study-Act cycle, ABSS's Quality Improvement Program varies depending on the needs of our clients. However, internally, we currently have two ongoing quality improvement projects which continue to yield positive results and comments from our clients.

Quality Management Plan



Continuous Improvement Projects

QIP #1: 30-Day Service Review

- Plan:** Being a staffing / practice management company, without direct clinical oversight of our providers, ABSS is proactive in assessing the clinical needs of our clients. We assist our providers by providing real-time feedback to increase the opportunity for improvement. Thus, the implementation of the 30-Day Service Review QIP.
- Do:** At the 30-day mark for all providers the Director of Quality and Compliance reaches out to the point of contact listed on the contract via email. Included in the email is the 30-Day Service Review form pre-populated with the contractors'/providers' name, position and start date of assignment. Three attempts are made to obtain the completed form.
- Study:** When the review form is received, the information provided is logged onto a spreadsheet for easy analysis. The comments we have received have allowed the opportunity to communicate issues, both positive and identified as an opportunity for improvement, at the 30-day mark have been great. Our clients have shared their appreciation of this process because it allows both the positive and the areas for improvement to be identified and gives the opportunity for improvement. This process has provided convenience to our clients by allowing them to maintain their focus on their employees and allow ABSS to assist with our contractors including developing a plan of action, handling communication, and the implementation and tracking of such.

QIP #2: Internal Review Process

- Plan:** To be proactive and thoroughly "vet" our candidates, including those who have adverse actions found on the NPDB or license, the Internal Review Process was implemented.
- Do:** All NPDB reports with actions are reviewed by the Director of Quality and Compliance, if a threshold is met, an Internal Review Form will be completed. The form includes a table to allow for easy tabulation and identification of patterns.
- Study:** Thus far, this QIP project has allowed ABSS to fully disclose adverse actions with our clients prior to the client approval for the assignment. The data has not only shown that our thresholds are fair and reasonable, but that our research prior to submittal allows the client to decide using all the facts. What we have learned is many of providers who have adverse actions and are seeking employment, have met or are in the process of meeting the requirements of the state board issued conditions.
- Act:** ABSS will continue to use this process to "vet" our providers to ensure we are meeting the clients' needs by submitting providers who have been reviewed Evaluation Process

| Name of Provider: _____ | | Date NPDB Ran: _____ | | |
|------------------------------------|------------|----------------------|-------------------|--------------------|
| | Number of: | Date of action* | Spanning in years | Pattern identified |
| Medical Malpractice Payment Report | | | | |
| State Licensure Actions | | | | |
| Exclusion or Debarment Actions | | | | |
| Government Administrative Actions | | | | |
| Clinical Privileges Actions | | | | |
| Health Plan Actions | | | | |
| Professional Society Actions | | | | |
| DEA/Federal Licensure Actions | | | | |
| Judgement or Conviction Reports | | | | |
| Peer Review Organization Actions | | | | |
| Notes | | | | |

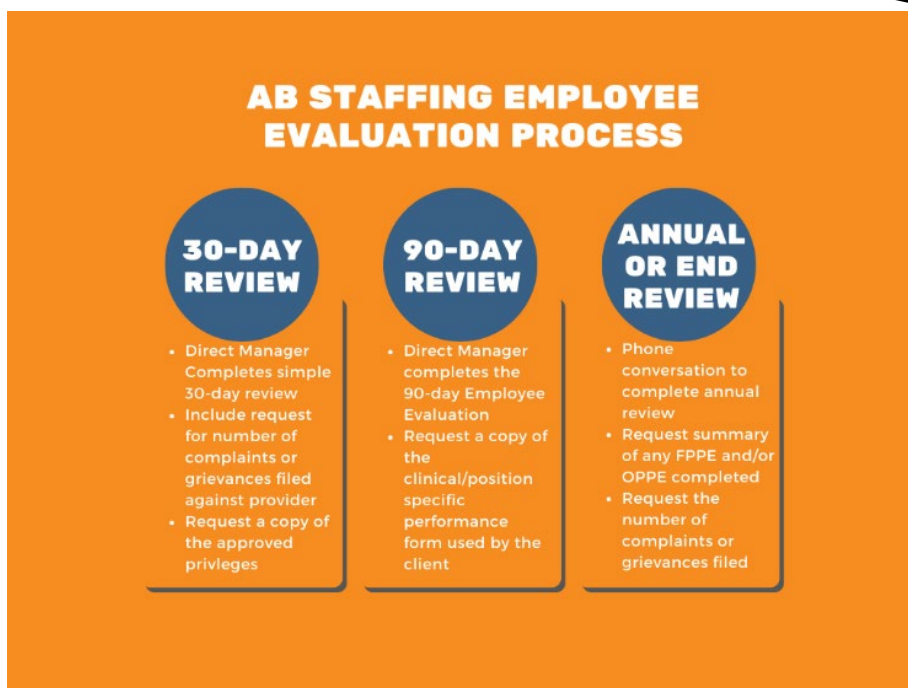
* (if multiple actions enter in the format of MM/DD/YYYY – MM/DD/YYYY starting with the most recent)

ABSS solicits feedback from the client on a routine basis at 30 days on assignment, 90 days on assignment and annually or at the end of the assignment, whichever comes first, to proactively address any issues with scope of practice or privileging. ABSS utilizes the 30-day Review, the 90-day Evaluation and the Annual or End of Assignment Evaluation

- ABSS requests any privileging / practice issues identified be shared immediately to allow for expedited resolution

Job Requisition

- The assigned Account Manager for CCHCD receives the staffing needs from the contact
- All job details, requirements and qualifications needed.



Source and Screen

- AB Staffing Recruiting Team locates and connects with qualified candidates
- AB Staffing Recruiters screen and verify the candidate is viable and able to perform the job duties

Candidate Submittal

- AB Staffing Account Manager submits the candidate and their resume to the CCHCD's Point of contact.
- Feedback from CCHCD on candidates no later than 48 hours after time of submission
- Set up Interview between candidate and CCHCD's point of contact or hiring manager
- Offer or decline candidates based off interview

Credentialing

- Once a candidate accepts an offer, AB Staffing credentials the candidate to see if they meet The Joint Commission standards before starting.
- AB Staffing will work directly with CCHCD on any credentialing items needed/signed/completed.

First Day and Maintenance

- A candidate will have a clear start date, which would include a brief itinerary for their first day.
- AB Staffing Account Manager, Justin Schaaf will maintain a relationship with the CCHCD's point of contact to ensure the candidate is working well. He will be the single point of contact for any issues/situation moving forward.

Ability During Peak Demands

At AB Staffing, we understand the challenges faced during peak demands for staffing, and we are here to provide a solution tailored to meet CCHCD's needs. Our dedicated team is well-prepared to handle the staffing requirements for CCHCD with

utmost professionalism and efficiency. We have a diverse pool of highly skilled and qualified professionals who are ready to step in and fill crucial positions. Our comprehensive screening process ensures that we select the best candidates who possess the necessary skills and experience to excel in their roles. Moreover, our commitment to ongoing training and development ensures that our staff members stay up-to-date with the latest industry trends and best practices. We take pride in our ability to swiftly respond to urgent staffing demands, ensuring seamless operations and maintaining the high standards expected by the Department. With AB Staffing, you can trust that your staffing needs will be met with excellence. ABSS is fully prepared to apply our expertise in managing operational tasks to meet the demanding provider needs of the Department's needs during peak periods.

Fees & Release Policy

**All-Inclusive hourly rates cover all costs including costs of labor, traveling, mileage, accommodation*

| Conversion Rate - % of First Year Earnings pursuant to Direct Client Employment | Straight Time Hours Worked and Billed to Client by ABSS Prior to Direct Client Employment |
|---|---|
| Physicians, NP/PA, Dentists, Psychiatrists | |
| 25% | Introduction – 520 hours |
| 20% | 521 – 1,040 hours |
| 15% | 1,041 hours + |

| Position | Rate |
|---------------|------------------------|
| Physicians | Not-to-Exceed \$225/hr |
| NP/PA | Not-to-Exceed \$180/hr |
| Dentists | Not-to-Exceed \$225/hr |
| Psychiatrists | Not-to-Exceed \$320/hr |

References

Multnomah County

619 NW 6th Avenue, Portland, OR. 97209

AB Staffing Solutions is providing Dentists, Dental Assistants, MD/DO, Pediatricians, Nurse Practitioners, MDO, Registered Nurses, Medical Assistants, Correctional Registered Nurses, PMHNP

Contact: Sinar Brenes

Phone: 503-319-9600, **Email:** sinar.brenes@multco.us

Lincoln County

36 SW Nye St. Newport, OR 97365

AB Staffing Solutions is providing Locums and Behavioral Health to the County.

Contact: Marie Laper, LCSW, Director - Behavioral Health

Phone: 541-270-1478, **Email:** mlaper@co.lincoln.or.us

Eastern State Hospital

850 W Maple St, Medical Lake, WA 99022

AB Staffing Solutions provides Registered Nurses; Forensic Psych, Lock-down, Inpatient Psych.

Contact: Dana Martin, Contract Specialist

Phone: 509-565-4301 **Email:** dana.martin@dshs.wa.gov

State of Montana

100 Garnet Way, PO Box 300, Warm Springs, MT. 59701

AB Staffing Solutions is providing Dentists, Dental Assistants, Hygienists and other temporary medical staffing

Contact: Ian Lux, MN, RN, Director of Nursing

Phone: 406-693-7130, **Email:** ian.lux@mt.gov

Sea Mar Community Health Centers

1040 S Henderson St., Seattle, WA. 98108

AB Staffing Solutions is providing Psychiatric, Locum staffing

Contact: Rachael Maldonado Godinez, Medical Recruiter

Phone: 206-764-6316, **Email:** rachaelmaldonadogodinez@seamarhc.org

The slide features a dark blue rectangular area in the lower half containing the word "Appendix" in white. A thin orange horizontal line is positioned above this area, and a thick orange vertical bar runs along the right edge of the slide.

Appendix

PROPOSAL CERTIFICATION
RFP #2025-19

Submitted by: AB Staffing Solutions, LLC
(Must be entity's full legal name, and State of Formation)

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

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

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

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

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

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

| | |
|--|---------------------------------|
| Name: <u>Matthew Mitchell</u> | Date: <u>4/2/2025</u> |
| Signature: _____ | Title: <u>General Counsel</u> |
| Email: <u>mmitchell@abstaffing.com</u> | Telephone: <u>888-515-3900</u> |
| Oregon Business Registry Number: <u>1356590-92</u> | 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: AZ

EXHIBIT C
IMMUNIZATION REQUIREMENTS

All temporary staff 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

EXHIBIT D

QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT ("QSOBAA")

Contract # 0000001322 H3S #12184

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

RECITALS

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

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

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

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

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

Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

1.1 "Breach" is any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:

1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within a Workforce member's course and scope of employment or placement;

1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Workforce members; and

1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.

1.2 "Covered Entity" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.

1.3 "Designated Record Set" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.

1.4 "Disclose" or "disclosure" shall have the meaning given to such terms under the Confidentiality Rule, 42 CFR §2.11.

1.5 "Effective Date" shall be the Effective Date of this Agreement.

1.6 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR

§160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Agreement.

1.7 "Health Care Operations" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.

1.8 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.

1.9 "Individual" shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

1.10 "Individually Identifiable Health Information" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.

1.11 "Program" shall have the meaning given to such term under the Confidentiality Rule, 42 CFR §2.11.

1.12 "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.

1.13 "Protected Information" shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity's behalf.

1.14 "Qualified Service Organization" shall have the meaning defined under the Confidentiality Rule, 42 CFR §2.11.

1.15 "Required by Law" shall have the meaning given to such phrase in 45 CFR §164.103.

1.16 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

1.17 "Security Incident" shall have the meaning given to such phrase in 45 CFR §164.304.

1.18 "Unsecured Protected Health Information" shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.

1.19 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

2.1 Not to use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law;

2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect

to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;

2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Agreement;

2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any Security Incident of which it becomes aware;

2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI. Notwithstanding the preceding language of this subsection, Business Associate acknowledges that PHI obtained by the Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule. This information received from the Covered Entity, is protected by the Confidentiality Rule and therefore the Business Associate is specifically prohibited from re-disclosing such information to agents or subcontractors without specific written consent of the subject Individual;

2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR §164.524; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;

2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;

2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;

2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;

2.10 To comply with the confidentiality, disclosure and re-disclosure requirements of the Confidentiality Rule as applicable;

2.11 To resist any efforts in judicial proceedings any efforts to obtain access to the PHI protected by the Confidentiality Rule except as expressly provided for in the Confidentiality Rule;

2.12 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;

2.13 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably

and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the PHI. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;

2.14 To retain records related to the PHI hereunder for a period of six (6) years unless this Agreement is terminated prior thereto. In the event of termination of this Agreement, the provisions of Section V of this Agreement shall govern record retention, return or destruction;

2.15 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and

2.16 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

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

3.1 The Covered Entity and the Business Associate agree that this Agreement constitutes a Qualified Service Organization Agreement as required by the Confidentiality Rule. Accordingly, information obtained by the Business Associate relating to Individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule.

3.2 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.

3.3 Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Confidentiality or HIPAA Rules if done by the Covered Entity; and,

3.4 Except as otherwise limited in this Agreement, the Business Associate may:

a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate so long as such use is also permitted by the Confidentiality Rule; and,

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

SECTION IV – NOTICE OF PRIVACY PRACTICES

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

SECTION V – BREACH NOTIFICATION REQUIREMENTS

5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:

- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
- b. By notice in plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate involved is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
 - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
- d. Provided notice to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.

5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

5.3. Covered Entity may, in its sole discretion, require Business Associate to provide the notice of Breach to any individual or entity required by applicable law to receive such notice.

SECTION VI – TERM AND TERMINATION

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

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

6.2 Termination for Cause. Upon the Covered Entity's knowledge of a material breach of this Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Agreement if cure is not reasonably possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Agreement and Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Agreement if the Covered Entity has breached a material term of this Agreement if cure is not reasonably possible.

6.3 Effect of Termination.

a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.

b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

7.1 Regulatory references. A reference in this Agreement to the Confidentiality Rule, HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.

7.2 Compliance with law. In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.

7.3 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time. All amendments must be in writing and signed by both Parties.

7.4 Indemnification by Business Associate. Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "Indemnified

Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of Section II and III of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate’s breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.

7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Agreement shall survive the termination of the Services Agreement and this Agreement.

7.6 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to first comply with the Confidentiality Rule and second to comply with the HIPAA Rules.

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

Business Associate
AB Staffing Solutions LLC

Covered Entity
Clackamas County


Authorized Signature

08/20/25
Date

Signature Date

Samuel Shelton, CSO
Name / Title (Printed)

Name/Title (Printed)