

REQUEST FOR PROPOSALS

FOR

TEMPORARY STAFFING SERVICES

SNHD-9-RFP-18-002

December 20, 2017

280 S. DECATUR LAS VEGAS, NEVADA 89107

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SECTION I. INTRODUCTION

- A. Purpose: The Southern Nevada Health District (hereinafter referred to as "Health District) is requesting proposals from qualified temporary staffing agencies to provide temporary non-medical staffing services to various departments within the Health District. The Health District may select more than one agency to ensure all temporary staffing needs are being met.
- B. Entity Information: The mission of the Health District is "to protect and promote the health, the environment, and the well-being of Clark County residents and visitors." Health District is one of the largest local public health organizations in the United States. It serves a population of over 2 million residents, which represents 70 percent of Nevada's total population. Health District is also charged with safeguarding the public health of the 40 million visitors that come through Las Vegas each year. Health District began operations in 1962 as the Clark County Health District following statutory authorization from the Nevada State Legislature to consolidate the county health department and the health departments of several surrounding cities.

The Southern Nevada District Board of Health (the "Board") is the governing body of Health District within Clark County, Nevada. As Health District's governing body, the Board is vested with jurisdiction over all public health matters within Clark County, Nevada.

The Health District currently has locations in the following areas (all have hours of operation between 8:00 am and 4:30 pm):

Main Campus East Las Vegas Public Health Center 280 S. Decatur Blvd 560 N. Nellis Blvd, Suites D1 & E12 Las Vegas, Nevada Las Vegas, Nevada

Henderson Public Health Center

874 American Pacific Drive

Henderson, Nevada

Mesquite Public Health Center

830 Hafen Lane

Mesquite, Nevada

Laughlin Public Health Center
55 Civic Way
Laughlin, Nevada
Health District Services - Henderson
240 Water Street
Henderson, Nevada

- B. Anticipated Contract Term: The term will be for three (3) years, with the option to renew for two (2) additional one-year terms, subject to availability of funding.
- C. This RFP is not an offer, obligation, or agreement to award work to any individual, organization, or firm.
- D. The Health District does not guarantee to award a contract under this RFP.

SECTION II. TIMETABLE

A. Timetable:

Release Date Request for Proposals	December 20, 2017
Final Questions Due	January 16, 2018
Question Responses Complete and Distributed	January 19, 2018
Proposals Due	noon, January 30, 2018
Contract(s) Finalization/Award	March 23, 2018
Project Start (anticipated)	April 1, 2018

B. Designated Contacts/Questions:

Questions about this RFP may be e-mailed to the Health District authorized agency contacts at the e-mail addresses listed below:

Health District Contact Persons: Loni Benard and Gabi Montaldo E-Mail Address: benard@snhd.org and montaldo@snhd.org

Answers to all questions asked will be available on the Health District's website at http://www.southernnevadahealthdistrict.org/public-notices.phpp. A list of questions and answers will also be sent to everyone who officially requested a copy of the RFP.

CONTACT WITH HEALTH DISTRICT DURING THE RFP PROCESS: Communication with any person other than the designated contacts concerning the selection or award of this contract is prohibited from the time the Request for Proposal is advertised to the time of the award. Questions concerning the Request for Proposal shall be directed <u>only</u> to the designated contacts. All questions that are asked will be posted on Health District's web site under Public Notices. Failure of a PROPOSER, or any of its representatives, to comply with this paragraph will result in their proposal being rejected.

C. Proposal Due Date, Time and Approved Methods for Submission:

Date: January 30, 2018

Time: Noon

Submittal: Submit your proposal via one of the following methods:

- 1. E-Mailed. You may e-mail your proposal in Adobe by the due date to <u>benard@snhd.org</u> and montaldo@snhd.org.
- 2. Hard Copy. Place one original proposal along with one electronic copy (CD or flash drive) in a sealed envelope clearly marked: "SNHD-9-RFP-18-002, Temporary Staffing Services," and mail to:

Southern Nevada Health District Finance Services Department Materials Management Supervisor P.O. Box 3902 Las Vegas, NV 89127

- 3. Hand-Carried. Drop off your proposal (one original hard copy and one electronic file) at 280 S. Decatur, Las Vegas, NV 89107 (Monday through Friday, 8:00 am to 4:00 pm). Please call 702.759.1250 or 702.759.1244 from the lobby.
- 4. Faxed proposals will not be accepted.
- D. Late Proposals: Proposals must be received in the Health District by the Due Date and Time stated above. Proposals received and/or date stamped after the Proposal Due Date and Time are late and will not be considered by the Health District. Upon request, the Health District will return unopened, late-received Proposals at the proposer's expense. Proposer is responsible for ensuring third party deliveries conform to the delivery requirements set forth in this RFP.
- E. Receipt and Opening of Proposals:
 - 1. Proposals received prior to the advertised hour of opening will be time stamped and kept securely sealed. Time of receipt will be determined by the procurement office time stamp.
 - 2. No responsibility will attach to the Health District or its representatives for the premature opening of, or the failure to open, a proposal not properly addressed and identified.
 - 3. The proposal acceptance period shall extend for a period of ninety (90) calendar days from the date of proposal opening for the purpose of proposal evaluation and award unless otherwise stated elsewhere in this solicitation.
- F. Anticipated Award Date: March 2018.

SECTION III. SCOPE OF SERVICES

A. Project Description:

The Health District seeks to contract with an experienced firm to provide temporary staffing services to perform within its various departments, including but not limited to:

Accounting

Administrative Support (including legal, office and clerical)

Contracts

Courier

Information Technology

Janitorial

Payroll

Purchasing

Security

Warehouse

Medical staffing is not covered under this requirement.

These services are as needed and upon request by Health District. Successful Contractor(s) (herein after referred to as "Contractor") will be responsible for the hiring, firing, wages, taxes, worker's compensation, benefits, etc. for the temporary staffing (hereinafter referred to as "Temporary Staff"). Temporary staff are considered employees of the Contractor and not the Health District.

Normal Work Hours: Monday through Friday, 8:00 a.m. -4:30 p.m. with 30-minute non-paid lunch break. Some positions, such as janitorial and security, may require different start and end times.

Work Locations: Contractor shall furnish Temporary Staff services, as directed, primarily to the Health District locations known as Main Campus and East Las Vegas Public Health Clinic.

B. Scope of Work:

The scope of work encompasses the following tasks and responsibilities:

1. Requirements:

- 1.1 When the need for Staffing under this contract is determined by the Health District, the Health District's representative shall place a request via telephone or e-mail with the Contractor. The request shall include all necessary information pertaining to the assignment including the type of Staff required, location, and the dates and shifts which the Staff is required to work.
- 1.2 The Contractor shall provide Health District with an answer whether they can fill the request within four (4) hours after the request is received and fill the position

and commence work within five (5) working days after the request is received. If the position is required to be staffed in less than five (5) working days, the Contractor will provide availability as soon as possible. If Contractor is unable to fulfill the above requirements, Health District will cancel the request and fill the requirement from other qualified sources.

- 1.3 Contractor will confirm to Heath District the arrival of its candidate by telephone one day prior to scheduled arrival time.
- 1.4 Contractor will be responsible to communicate with its candidate the Health District's requirements regarding hours of work, duration, location, expectations, dress code and other information concerning the assignment.

2. Schedule:

- 2.1 The Contractor shall provide Staff for any shift, half day or full day, seven (7) days per week, as requested. Staff will be paid a minimum of a four (4) hour shift, even if the shift lasts for a shorter duration (except as described in 3.01 below). The schedules are variable and will be arranged according to the Health District's needs. The Health District reserves the right to cancel scheduled shifts at anytime for any reason. Contractor is responsible to assure assigned Staff is aware of the temporary nature of their assignments.
- 2.2 Staff provided should be available for the entire length of the assignment; however, if a replacement is required, a qualified replacement must be provided within twenty-four (24) hours of notification, including weekends and holidays.
- 2.3 Health District reserves the right to reduce the length of the temporary assignment and will provide Contractor with as much advance notification as possible.
- 2.4 Regular time is considered an eight (8) hour, forty (40) hours per week regardless of the shift. Overtime is considered after the Staff has worked forty (40) hours per week for the Health District and will be reimbursed at time and a half. The Staff shall not qualify for overtime if the forty (40) hours is accumulated through a combination of Health District and non-Health District assignments.

3. Unsatisfactory Placement.

- 3.1 Health District may reject and/or remove any candidate who does not meet the requested experience or is deficient in the performance of the assignment.
- 3.2 If Health District requests a replacement of any individual within the first eight (8) hours of service, there will be no charge to the Health District. Any time beyond the initial eight (8) hours of service, and the temporarily assigned individual is determined to be unsatisfactory, the Contractor agrees to issue a credit invoice to the Health District for the total charges from the point the Health District notified the Contractor to request a replacement.

- 3.3 The Contractor agrees to replace an unsatisfactory individual within one (1) business day; however, the Health District has the option to contact a different contractor for the service.
- 3.4 The Health District shall be sole judge as to whether a temporary assigned individual is satisfactory and is fulfilling the Health District's requirements.
- 4. Health District reserves the right to interview the candidate to determine their qualifications for the required position (but this does not negate the Contractor's responsibility of qualifying candidate).
- 5. Health District shall have the right to refer retired Health District employees to Contractor for priority placement in temporary positions within the Health District.
- 6. Position Classifications and Pay Rates. The list of potential temporary positions listed in Attachment B, Pricing Proposal, is not all-inclusive. Health District may request other requirements, which Contractor will provide a pay rate as requested. Contractor is requested to provide their published price list, if available, for all positions they provide.
- 7. Health District may refer a candidate to be hired to the Contractor to sign up to perform specific services needed or may request the Contractor to recruit and provide the temporary candidate. Health District will not pay a placement or conversion fee for individuals who are a direct referral from Health District.
- 8. Upon request for service from Health District, the Contractor will provide expedient temporary employment services. An e-mail or telephone call from Health District will constitute a request for services.
- 9. Multiple Contractors may be contacted to fill the same position.
- 10. Complimentary Services. Health District will receive, at a pre-determined cost, the ability to utilize the pre-employment testing services utilized by the selected Contractor. Also, Contractor will be required to offer one training session annually on how to manage temporary employees in the workplace to Health District managers and supervisors.

C. Contractor Responsibilities

- 1. Contractor is responsible to obtain the information as described in the Scope of Work and any other information necessary to determine what job category satisfies the service request.
- 2. Contractor will inform the Health District's point of contact of the proposed job classification and applicable rate to obtain authorization to proceed with the service required.
- 3. Contractor is responsible for conducting appropriate background and reference checks on potential candidates prior to any assignments and should be prepared to conduct more extensive background investigations when required by the Health District. Contractor

must send notification to the Health District of the compliance of the background and reference checks. Failure to provide notification of compliance will be considered a violation of the contract and may result in rejection of the candidate and possibly jeopardize future placements by offending Contractor.

- 4. Contractor shall be responsible for conducting pre-employment testing that is both a valid and reliable predicator of a candidate's ability to perform required tasks as a temp for the Health District. All test results shall be made available to the Health District upon request.
- 5. Contractor is responsible for liability insurance, federal and state payroll requirements, payroll taxes, payroll reports, worker's compensation, benefits, hiring and firing, etc. of the candidates.
- 6. Contractor is responsible for conducting periodic quality assurance checks with the Health District's point of contact to verify that the Health District's requirements are being fulfilled by the candidate. At a minimum, these checks should be completed at the end of the first week of any assignment. Health District may request quality assurance checks at any interval during the term of the candidate's placement.
- 7. Candidates may be hired as a permanent employee of the Health District if the candidate has been selected through the Health District's open competitive personnel selection procedures. Such occurrence will create no further obligation (financial or otherwise) on the part of the Health District.
- 8. Health District will not be responsible for the Contractor's candidate who voluntarily leaves the Contractor's employment or engages in employment with another company.

9. Confidentiality

Contractor acknowledges and understands that its employees may have access to proprietary, business or client information or other confidential information belongs to the Health District. Therefore, except as required by law, Contractor agrees that is employees will not:

- 9.1 Access or attempt to access data that is unrelated to their job duties or authorization as related to the Contract.
- 9.2 Disclosure of information including, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communications, written documentation, "loaning" computer access codes and/or transmission or sharing of data.
- 9.3 Contractor understands that Health District, or others, may suffer irreparable harm by disclosure of proprietary or confidential information and that Health District may seek legal remedies available to it should such disclosure occur. Further, Contractor understands that violations of this provision may result in contract termination.

- 9.4 Contractor further understands that information and data obtained during the performance of the Agreement shall be considered confidential, during and following the term of the Agreement, and will not be divulged without the Health District's written consent and then only in strict accordance with prevailing laws.
- 9.5 Contractor shall hold all information provided by the Health District as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.
- 10. Computer use. Contractor shall be responsible for compliance with the Health District's computer usage policies, including, but not limited to, internet access and electronic mail (e-mail).
- 11. Contractor shall ensure adequate backup documentation (such as candidate timesheets) are attached to invoice or billing requests. The timesheet should include the following:
 - 1. Health District name
 - 2. Approval signature from Health District employee overseeing candidate
 - 3. Name of the temporarily assigned individual
 - 4. Dates worked
 - 5. Beginning and ending time each day
 - 6. Number of regular hours worked each day
 - 7. If applicable, number of overtime hours worked each day
- 12. Bonding. Contractor shall have the ability to bond a candidate as directed by the Health District. The cost for this service will be borne by the Health District. Section of the bonding insurer is at the Contractor's discretion; however, each insurance policy shall be issued by insurance companies authorized to do business in the state of Nevada.
- 13. Travel. Travel is not anticipated, but if required, will be reimbursed by the Health District. Travel time will be paid at 50% of the agreed to hourly rate. Airline and hotel reservations will be made by the Health District. Per diem will be paid in accordance with GSA rates for area of travel. Time card will clearly identify travel hours and requested per diem reimbursement.
- 14. Equipment. Contractor shall be responsible for the proper maintenance and custody of any personal tangible property owned and furnished by the Health District for the use in connection with the performance of the Agreement. The Contractor will reimburse the Health District for such property's loss or damage caused by the Contractor's assigned individual, with the exception of normal wear and tear. Equipment may include computers, lap tops, tablets, cellular phones, copy machines, printers, etc.

SECTION IV. INSTRUCTIONS TO CONTRACTOR

Please submit your technical proposal with the following sections:

A. Proposal Submittal

Section I – Cover Letter

The proposal shall consist of a letter identifying the subject of the request for proposal, the RFP number, the date of the proposal, the Contractor's name, address, telephone number, e-mail address, and website. The cover letter will consist of a concise, yet sufficiently detailed statement of interest identifying why the proposer is interested in providing Temporary Staffing Services and why the proposer should be considered as qualified. In addition, include the following information:

- Complete and return Attachment A, Cover Letter Form.
- A complete list of all exceptions, reservations and limitation to the terms and conditions of this RFP.

Section 2 – Executive Summary

Provide a condensed version of the technical proposal to provide Health District with solutions to the scope of work.

Section 3 – Corporate Background and Experience

Provide corporate background and experience. Include the same information for any proposed subcontractor(s). Include any existing ongoing relations with such subcontractors, including project description.

- Proposer's full organization, company or corporate name and address, and if proposer is a subsidiary or affiliate provide the name of the parent organization and their address. Include type of ownership.
- Describe the history and organization of your firm. Include number of employees, number of offices, locations and financial information.
- Describe the office that will be designated to service the Health District's program and the services available at that office. If your firm intends to utilize other offices or locations, describe the services they would provide for this account at each office or location.
- Name the principal and other key personnel who will be fully responsible for the account. Provide a resume or statement of professional qualifications, related educational background and professional certifications of the personnel assigned to this account.
- A minimum of three references of similar projects performed in the past five years that
 demonstrate the proposer's ability to perform the requirement RFP services. Include
 contract dates and contact parties, with address, telephone number and e-mail. If the work

was performed as a subcontractor, the respondent must describe the scope of subcontracted activities.

Section 4 - Technical Proposal

- Describe the screening and testing methods used by contractor, including background checks.
- Provide an overview of your firm's recruitment strategies.
- Describe how your company will provided assistance to Health District with placement of any candidate.
- Describe how your company will provide additional positions as requested by Health District.
- Provide samples of all forms your facility uses to report exam/test results and specify how
 quickly results will be available for the Health District. Indicate which results can be
 completed, submitted or retrieve on-line. Also provide samples of invoices, statements and
 any other accounting reports. Indicate which of these can be accessed on-line.
- Provide a list of procedures each candidate must comply with, such as computer usage, dress code, confidentiality, etc.

Section 5 – Pricing Proposal

Pricing shall be based on a cost per hour service pricing structure. The pricing shall be the all-inclusive cost to the Health District and no other charges will be honored. Complete and return Attachment B with your proposal. The pricing on this form will be used to determine the competitive pricing. Please include a published price list, if available, for all positions offered by the Contractor. This will be for informational purposes only and will become part of the Agreement, if Contractor is selected for award.

B. Contractor's Representations:

- 1. Each Contractor, by submitting a proposal, represents that he/she has read and understands the solicitation documents, and the proposal is made in accordance therewith.
- 2. Contractor certify, by the submission of their proposal that they comply with the applicable portions of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, and the regulations issued under these acts by the state and/or federal governments. Contractors not in compliance with these requirements will be declared nonresponsive.
- 3. Contractor certify by submittal of the proposal that the prices submitted have been independently arrived at and without collusion. Penalties for participation in anticompetitive practices may include, but are not limited to, rejection of the offer, suspension, debarment, civil and/or criminal prosecution.

C. Ethics in Public Procurement: It is unlawful for any vendor to offer, or any employee of the Health District or their immediate family to solicit or accept a gratuity in connection with the solicitation, award, or administration of an order issued by the Health District.

D. Interpretation or Correction of Solicitation Documents:

- 1. Contractor shall promptly notify the Health District in writing of any ambiguity, inconsistency, or error which they may discover upon examination of the solicitation documents.
- 2. Contractor requiring clarification or interpretation of the solicitation documents shall make a written request which shall reach the Health District not later than ten (10) days prior to the date for receipt of proposals.
- 3. Any interpretation, correction, or change of the solicitation documents will be made by written amendment. Interpretations, corrections, or changes of the solicitation documents made in any other manner will not be binding and Contractor shall not rely upon such interpretations, corrections or changes.
- 4. Protests based upon any omissions or errors or on the content of the solicitation will be disallowed if not made known in writing, prior to the proposal due date.
- **E.** Multiple, Alternate, or Conditioned Offers: Unless specifically allowed, multiple, or alternate offers, or proposals conditioned upon receiving award of all or a portion of this and/or another contract shall be deemed non responsive, and shall be rejected.
- **F.** All or None Offers: Unless specifically allowed, line item or lot offers which restrict acceptance to the entire offer shall be rejected as nonresponsive.
- **G. Rejection:** Any or all bids received in response to a request for bids may be rejected by the Health District if the Health District determines that any such proposer is not responsive or responsible or that the quality of the services, supplies, materials, equipment or labor offered does not conform to requirements or if the public interest would be served by such a rejection.
- **H. Proposal Costs:** There shall be no obligation for the Health District to compensate Contractor for any costs responding to this RFP.
- I. Responsive Proposal: A responsive proposal is one which conforms in all material respects to the solicitation. The Health District reserves the right to waive technicalities or minor informalities in determining a Contractor's responsiveness.
- **J. Responsible Contractor:** A responsible Contractor means a Contractor who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.
- **K.** Exclusivity: Nothing in this RFP or any resulting Agreement precludes Health District from obtaining services similar to those described herein from other sources.

SECTION V. PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

The Health District intends to award a contract to the highest scoring overall responsible, responsive bidder;

- **A. Evaluation Procedures:** All proposals accepted by the Health District will be reviewed to determine whether they are responsive or nonresponsive to the requisites of this RFP. Proposals that are determined by Health District to be nonresponsive will be rejected. The Health District's Evaluation Committee will evaluate and rate all remaining proposals based on the Evaluation Criteria prescribed below. The Health District reserves the right to conduct site visits and/or interviews and/or to request that proposers make presentations and/or demonstrations, as the Health District deems applicable and appropriate. Although discussions may be conducted with proposers submitting acceptable proposals, the Health District reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the proposer's initial proposal should contain its best programmatic, technical and price terms. The resulting Agreement may require Board of Health approval.
- **B. Evaluation Criteria:** Proposals will be evaluated by Health District staff. Evaluations will be based on criteria outlined herein which may be weighted by the Health District in a manner it deems appropriate. All proposals will be evaluated using the same criteria. The following evaluation criteria are listed in order of importance:
 - 1. Qualifications and experience providing temporary staffing services with similar job classifications.
 - 2. Price. Lowest price in each category listed in Attachment B will receive 100% of available points for that Job Category. Next lowest score will receive the percentage difference between the lowest price and the next lowest price. If you are not able to supply a job category, your proposal for that job category will receive the score of the highest price provided by another Proposer(s). For example (prices and points are arbitrary):

Lowest Price: \$10

Second Lowest Price: \$15

Highest Price: \$25

Lowest Price receives 10 points for that job category.

Second lowest price receives 6.7 points for that job category $(10/15 = .67 \times 10)$

Highest Price receives 4 points for that job category (10/25 - .4 x 10)

Proposer who did not provide a price for that job category will receive 4 points

- 3. Performance (quality and efficiency) providing temporary staffing services.
- 4. Service availability, ease of process, customer service and convenience.
- 5. Proven system in place for timely communication and follow-up.
- 6. Industry knowledge of temporary staffing services.

ATTACHMENT A Proposal Form

The undersigned, as an authorized representative of the company named below, acknowledges that he/she has examined this Request for Proposal including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein at the prices stated.

Company Name:	
Signature:	Date:
Printed Name and Title:	
Address:	
City/State/ZIP:	
Phone No.:	E-Mail Address:
Federal Tax ID Number:	
Business License Number:	
noted in writing, and attached to the Proposal stating them in writing on a separate sheet of alternates to replace the stated requirements, However, the Health District has the right to	
Are there exceptions to this Proposal?	1 es No
ACKNOWLEDGMENT OF ADDENDA:	
The signer of this form acknowledges receipt	of the following addenda:
Addendum No.	Dated
Addendum No	Dated
Or	
No Addenda were received in connection wit	th this RFP. Date:

ATTACHMENT B Pricing Proposal Form

Provide a fully loaded hourly rate for the following categories. If you are not able to fulfill a requirement, place N/A in the right column and fully explain why you are not able to fulfill that category on a separate sheet. Your firm will not be disqualified if you are not able to fulfill all requirements; however, your proposal may receive a lower evaluation score.

Any additional non-medical job categories offered by Proposer not listed below may be included in a separate document. If Proposer is selected for award, some or all of these additional categories may be added to the contract award. These additional categories will not be scored.

A brief description of anticipated duties for each category is included below.

Temporary Job Category	Fully Loaded Hourly Rate
Accounting Technician	\$
Accountant I	\$
Accountant II	\$
Administrative Aide	\$
Administrative Secretary	\$
Contract Administrator	\$
Courier	\$
IT Systems Administrator	\$
Janitor	\$
Legal Secretary	\$
Payroll Clerk	\$
Procurement Clerk	\$
Purchasing Agent	\$
Security Aide	\$
Warehouse Clerk	\$

Description of Temporary Job Categories:

Accounting Technician – Post data to ledgers, reconcile and adjust journal entries, prepare daily cash receipts, provide detailed and accurate work as assigned.

Accountant I – Post data to various ledgers, registers. Prepare reimbursement requests for federal and state grants; monitor grant related expenditures as instructed by higher level staff.

Accountant II - Monitor financial activity on assigned programs and prepare monthly expenditure reports for program managers. Reconcile Health District general ledger, revenue accounts, expenditures and cash balances.

Administrative Aide – Answers phones, types notes, scan, copy and file documents, pick up departments' mail and distribute. Enter data in computer as instructed.

Administrative Secretary – Screen Director or Managers calls. Take detailed messages. Prepare agendas and transcribe meeting minutes. Maintain calendar, schedule meetings and provide secretarial assistance to the Director or Manager as assigned.

Contract Administrator – Gather necessary data/financial information for preparing drafts of contracts, leases, MOU's and amendments, routing for approvals internally, to Contractor and finalize.

Courier –Pick up and deliver mail and packages to various departments throughout the Health District. Deliver orders and supplies as provided by Central Supply staff. Must be able to read and follow directions. Must have a valid Nevada drivers' license and have excellent driving record. Must be able to lift and carry heavy objects up to 40 lbs.

IT Systems Administrator – Perform basic systems security administration functions. Monitor and manage system resources. Maintain system documentation and logs. Provide support to IT Manager. Requires a Bachelors' Degree in related field and IT work experience.

Janitor - Clean and care for assigned areas of the Health District, clean and sanitize restrooms, and breakrooms. Must be able to work independently with little supervision.

Legal Secretary – Understands legal office terminology, forms, documents and procedures. Receives direction from District legal counsel to prepare documents, review contracts, transcribe recordings, maintain records and track progress of work submitted through legal.

Payroll Clerk – Oversee the payroll process, transmit the direct deposit file, identify and resolve discrepancies in employees' pay by researching data and correcting entries. Prepare reports.

Procurement Clerk – Work under direction of Purchasing Agent to review requisitions, compare pricing and contact vendors to determine if lower costs are available. Maintain records.

Purchasing Agent - Analyze District purchase requisitions and determine if pricing is appropriate or look for preferred pricing. Obtain multiple quotes or secure sole source documentation.

Security Aide – Patrol interior and exterior grounds of Health District maintaining a visible presence in order to ensure the safety of the staff and visitors while securing the building. Assist senior staff with investigations into accidents and incidents occurring on Health District property. Respond to calls for assistance and maintain a log of all accidents and incidents.

Warehouse Clerk – Assist Central Supply staff with duties in Print Shop, Mailroom and Warehouse Receiving. Assist in stocking and pulling items from shelves. Must be able to lift heavy objects up to 30 lbs.

ATTACHMENT C Sample Contract

(NOTE: The following is for information only and will be tailored based on the successful proposal and negotiated between parties. Clauses are included below and will become part of the awarded contract.)

THIS SERVICES AGREEMENT is by and between the Southern Nevada Health District ("Health District") and _____ ("Contractor") (may be individually referred to as "Party" and collectively, referred to as "Parties").

WHEREAS, pursuant to Nevada Revised Statutes (NRS) Chapter 439, Health District is the public health authority for Clark County, Nevada and has jurisdiction over all public health matters therein; and

WHEREAS, Contractor is an XX and has agreed to provide the services listed in Attachment A, Scope of Work; and

WHEREAS, Health District and Contractor desire to provide in writing a full statement of their respective rights and obligations in connection with their mutual agreement in furtherance of the above described purposes; and

NOW, THEREFORE in consideration of the mutual promises and undertakings herein specified, the Parties agree as follows:

- 1. <u>TERM AND CONDITIONS</u>. This Agreement shall be effective from XX to XX, unless sooner terminated by either Party as permitted in this Agreement.
 - 1.01 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with cause.
 - 1.02 This Agreement is subject to the availability of funding and shall be terminated immediately if for any reason State and/or Federal funding ability, or private grant funding ability, budgeted to satisfy this Agreement is withdrawn, limited, or impaired.
- 2. <u>INCORPORATED DOCUMENTS</u>. The services to be performed and/or the goods to be provided and the consideration therefore shall be specifically described in the attachments to this Agreement, which are incorporated into and are specifically a part of this Agreement, as follows:
 - ATTACHMENT A: SCOPE OF WORK (*To be added upon award, based on RFP and Proposal*) ATTACHMENT B: FEE SCHEDULE (*To be added upon award, based on RFP and Proposal*)
- 5. <u>COMPENSATION</u>. Contractor shall complete the services in a timely manner and consistent with the Scope of Work outlined in Attachment A, attached hereto. Contractor will be paid in accordance with the budget outlined in Attachment B: Fee Schedule.
- 6. <u>STATUS OF PARTIES: INDEPENDENT CONTRACTOR</u>. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to performance of Services pursuant to this Agreement. In the performance of such Services, Contractor shall at all times be an independent Contractor with respect to Health District. Contractor is not an employee or agent of Health District. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement will be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties.

- 7. FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF ADVERSE FINDINGS. Health District may, at its discretion, conduct a fiscal monitoring of Contractor at any time during the term of the Agreement. Contractor will be notified in writing at least three weeks prior to the visit outlining documents that must be available prior to Health District's visit. Health District shall notify Contractor in writing of any Adverse Findings and recommendations as result of the fiscal monitoring. Adverse Findings are defined as Lack of Adequate Records, Administrative Findings, Questioned Costs and Costs Recommended for Disallowance. Contractor will have the opportunity to address adverse findings in writing responding to any disagreement of adverse findings. Health District shall review disagreement issues, supporting documentation and files and forward a decision to the Contractor in writing.
- 8. <u>BOOKS AND RECORDS</u>. Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party for a minimum of three years, and for five years if any federal funds are used pursuant to this Agreement, from the date of termination of this Agreement. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and judicial litigation which may ensue.
- 9. <u>CONFIDENTIALITY</u>. No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or personally identifiably information will be shared with Contractor during the course of this Agreement. Accordingly, no Business Associate Agreement is required.
- 10. <u>BREACH; REMEDIES</u>. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party, the right to seek reasonable attorneys' fees and costs.
- 11. <u>WAIVER OF BREACH</u>. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
- 12. <u>LIMITED LIABILITY</u>. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both Parties shall not be subject to punitive damages. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
- 13. <u>FORCE MAJEURE</u>. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and, the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
- 14. <u>INDEMNIFICATION</u>. Neither Party waives any right or defense to indemnification that may exist in law or equity.
- 15. <u>NON-DISCRIMINATION</u>. As an Equal Opportunity Employer, Contractor has an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible.

Contractor employs employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability, or sexual orientation. Contractor likewise agrees that it will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, rules enforced by the Nevada Equal Rights Commission, and the American with Disabilities Act, in connection with this Agreement.

- 16. <u>SEVERABILITY</u>. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
- 17. <u>ASSIGNMENT</u>. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
- 18. <u>PUBLIC RECORDS</u>. Pursuant to NRS Chapter 239, information or documents, including this Agreement, and any other documents generated incidental thereto may be opened by Health District to public inspection and copying. Health District will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
- 19. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Agreement, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code, or any other documents or drawings, prepared or in the course of preparation by either Party in performance of its obligations under this Agreement shall be the joint property of both Parties.
- 20. <u>PROPER AUTHORITY</u>. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein
- 21. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire Agreement between the Parties and supersedes any prior contracts or agreement between the Parties regarding the subject matter hereof.
- 22. <u>AMENDMENTS</u>. This Agreement may be amended only by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
- 23. <u>GOVERNING LAW</u>. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to the laws of the State of Nevada, notwithstanding conflict of laws principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.
- 24. <u>NOTICES</u>. All notices permitted or required under this Agreement shall be made by personal delivery, overnight delivery, or via U.S. certified mail, postage prepaid to the other Party at their address set out below:

Southern Nevada Health District	
Financial Services Department	
Materials Management Supervisor	
P.O. Box 3902	
Las Vegas, NV 89127	

BY SIGNING BELOW, the Parties agree that they have read, understood, and agreed to the conditions set forth above and have caused their duly authorized representatives to execute this Agreement.