

24RFP010 Temporary Staffing Services**Addendum #1 Questions and Answers****Issued: 04/18/2024****1 of 29**

| Question Number | Date Received | Question | Answer |
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| Q1-1 | 03/28/2024 3:41 AM | Do the vendors have to Bid for every position or can the vendor bid on some of the positions? | <i>Per RFP Attachment B - Price Form: "If your firm cannot fulfill a requirement, indicate "N/A" in the Hourly Rate field and on a separate sheet explain why your firm cannot fill the Temporary Position."</i> |
| Q2-1 | 03/30/2024 12:34 PM | There is a requirement in RFP for "Business License and Business License Number", is it for Nevada or we can submit our headquarters business license from other states? | <i>Proposers may submit their valid business license for their operating location and/or headquarter. However, Nevada state law requires that every person or entity doing business in the state of Nevada obtain a business license annually.</i> |
| Q2-2 | 03/30/2024 12:34 PM | If Nevada business license is mandatory, can we get it after award? | <i>Nevada state law requires that every person or entity doing business in the state of Nevada obtain a business license annually. A contractor may obtain a Nevada business license after selection, but prior to execution of the contract.</i> |
| Q3-1 | 04/01/2024 8:01 AM | Is this a new initiative? If not, please provide the names of the current vendor(s) providing the services. | <i>SNHD has contracts for temporary non-medical staffing services with Robert Half and Manpower Inc. of Southern Nevada, which term 07/31/2024. Additionally, SNHD utilizes DTA Security Services LLC for Security Aides (guards) executed via unique purchase orders.</i> |
| Q3-2 | 04/01/2024 8:01 AM | Can you please let us know the previous spending of this contract? | <i>Total Paid Expenditures Per Incumbent by Fiscal Year (July 1 - June 30) attached.</i> |
| Q3-3 | 04/01/2024 8:01 AM | Please confirm if we can get the proposals or pricing of the incumbent(s). | <i>Incumbent Robert Half's proposal for RFP SNHD-9-RFP-18-002 Temporary Staffing Services attached. Incumbents' contracts attached.</i> |
| Q3-4 | 04/01/2024 8:01 AM | Are there any pain points or issues with the current vendor(s)? | <i>No.</i> |
| Q3-5 | 04/01/2024 8:01 AM | Please confirm the anticipated number of awards. | <i>SNHD would like to select at least two well qualified contractors.</i> |

24RFP010 Temporary Staffing Services

Addendum #1 Questions and Answers

Issued: 04/18/2024

2 of 29

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| Q3-6 | 04/01/2024 8:01 AM | Do we need to provide resumes within 5 working days or the candidate needs to be placed within that time frame? | <i>Per RFP Section II.B.1.2. "Contractor shall confirm with Health District that it 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, Contractor will provide availability as soon as possible. If Contractor is unable to fill the request, Health District will cancel the request with Contractor and fill the requirement from other qualified sources." Per Section IV.B.2.c. "Provide the names of the account manager and other key personnel who will be fully responsible for/assigned to the account. Provide their resumes."</i> |
| Q3-7 | 04/01/2024 8:01 AM | What is the anticipated budget for this contract? | <i>SNHD has not estimated the budget for this requirement. SNHD cannot predict the Temp Staff that may be required per year or throughout the contract term. However, Total Paid Expenditures Per Incumbent by Fiscal Year attached.</i> |
| Q3-8 | 04/01/2024 8:01 AM | Please confirm if there is any local vendor preference. | <i>SNHD does not have a local vendor preference. SNHD assumes that many local vendors and/or vendors with offices in Southern Nevada will submit proposals.</i> |
| Q4-1 | 04/01/2024 3:47 PM | Is this a new contract or renewal of an existing contract? | <i>SNHD has contracts for temporary non-medical staffing services with Robert Half and Manpower Inc. of Southern Nevada, which term 07/31/2024. Additionally, SNHD utilizes DTA Security Services LLC for Security Aides (guards) executed via unique purchase orders.</i> |
| Q4-2 | 04/01/2024 3:47 PM | If there is an existing contract, could you please share the name of the Current Vendors and their pricing? | <i>SNHD has contracts for temporary non-medical staffing services with Robert Half and Manpower Inc. of Southern Nevada, which term 07/31/2024. Additionally, SNHD utilizes DTA Security Services LLC for Security Aides (guards) executed via unique purchase orders. Incumbents' contracts attached.</i> |
| Q4-3 | 04/01/2024 3:47 PM | In order to be considered responsive for this RFP, is it mandatory to bid on all positions? | <i>Per RFP Attachment B - Price Form: "If your firm cannot fulfill a requirement, indicate "N/A" in the Hourly Rate field and on a separate sheet explain why your firm cannot fill the Temporary Position.</i> |

24RFP010 Temporary Staffing Services

Addendum #1 Questions and Answers

Issued: 04/18/2024

3 of 29

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| Q4-4 | 04/01/2024 3:47 PM | What is the estimated budget for this contract? | <i>SNHD has not estimated the budget for this requirement. SNHD cannot predict the Temp Staff that may be required per year or throughout the contract term. However, Total Paid Expenditures Per Incumbent by Fiscal Year attached.</i> |
| Q4-5 | 04/01/2024 3:47 PM | Is it mandatory to subcontract? | <i>The RFP does not require subcontracting. Furthermore, any awarded contract will include language to the effect that contractor shall not subcontract any portion of the services required per the agreement without the prior written approval of SNHD, and that any subcontracts shall contain a provision making them subject to all provisions of the awarded contract.</i> |
| Q4-6 | 04/01/2024 3:47 PM | Could you please provide information on the daily duration of shifts required for the necessary professions? For example, the number of hours per day? | <i>Per RFP Section II.B.2.1. "Contractor shall provide Temp Staff for any shift, half day or full day, seven (7) days per week as requested. Temp Staff will be paid a minimum of a four (4) hour shift even if the shift is for a shorter duration (except as described in section 3. Unsatisfactory Placement). The schedules are variable and will be arranged according to Health District's needs. Health District reserves its right to cancel scheduled shifts at any time for any reason. Contractor is responsible for ensuring Temp Staff is aware that assignments are temporary." Per RFP Section II.B.2.4. provides, "... the standard workday, ... may be eight (8) to ten (10) hours depending on the assigned shift...."</i> |
| Q5-1 | 04/03/2024 8:19 AM | What would be the number of awards you intend to give (approximate number)? | <i>SNHD would like to select at least two well qualified contractors.</i> |
| Q5-2 | 04/03/2024 8:19 AM | Please provide us with an estimated NTE budget allocated for this contract. | <i>SNHD has not estimated the budget for this requirement. SNHD cannot predict the Temp Staff that may be required per year or throughout the contract term. However, Total Paid Expenditures Per Incumbent by Fiscal Year attached.</i> |
| Q5-3 | 04/03/2024 8:19 AM | Is this an old contract or new contact? | <i>SNHD has contracts for temporary non-medical staffing services with Robert Half and Manpower Inc. of Southern Nevada, which term 07/31/2024. Additionally, SNHD utilizes DTA Security Services LLC for Security Aides (guards) executed via unique purchase orders.</i> |

24RFP010 Temporary Staffing Services**Addendum #1 Questions and Answers****Issued: 04/18/2024****4 of 29**

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| Q5-4 | 04/03/2024 8:19 AM | Is this a new contract or are there any incumbents? If there is an incumbent, could you please let us know the incumbent name and pricing and are the incumbents eligible to submit the proposal again? | <i>SNHD has contracts for temporary non-medical staffing services with Robert Half and Manpower Inc. of Southern Nevada, which term 07/31/2024. Additionally, SNHD utilizes DTA Security Services LLC for Security Aides (guards) executed via unique purchase orders. Incumbents' contracts attached. Incumbents are eligible to submit proposals.</i> |
| Q5-5 | 04/03/2024 8:19 AM | Are there any pain points or issues with the current vendor(s)? | <i>No.</i> |
| Q5-6 | 04/03/2024 8:19 AM | Could you please share the previous spending on this contract, if any? | <i>Total Paid Expenditures Per Incumbent by Fiscal Year attached.</i> |
| Q5-7 | 04/03/2024 8:19 AM | Is there any mandatory subcontracting requirement for this contract? If yes, Is there any specific goal for the subcontracting? | <i>The RFP does not require subcontracting. Furthermore, any awarded contract will include language to the effect that contractor shall not subcontract any portion of the services required per the agreement without the prior written approval of SNHD, and that any subcontracts shall contain a provision making them subject to all provisions of the awarded contract.</i> |
| Q5-8 | 04/03/2024 8:19 AM | How many positions were used in the previous contract? | <i>Actual Temp Staff Hours by Fiscal Year attached.</i> |
| Q5-9 | 04/03/2024 8:19 AM | How many positions will be required per year or throughout the contract term? | <i>SNHD cannot predict or estimate how many positions may or will be required per year or throughout the contract term. However, Actual Temp Staff Hours by Fiscal Year attached.</i> |
| Q5-10 | 04/03/2024 8:19 AM | If the proposed candidates are not available at the time of award, will the agency allow us to provide replacement personnel with similar or more skill sets? | <i>Per RFP Section II.B.1.2. "Contractor shall confirm with Health District that it 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, Contractor will provide availability as soon as possible. If Contractor is unable to fill the request, Health District will cancel the request with Contractor and fill the requirement from other qualified sources."</i> |

24RFP010 Temporary Staffing Services**Addendum #1 Questions and Answers****Issued: 04/18/2024****5 of 29**

| | | | |
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| Q5-11 | 04/03/2024 8:19 AM | Can we provide hourly rate ranges for the given positions? | <i>Per RFP Section IV.B.5. "Pricing shall be based on a cost per hour service pricing structure. The fully loaded hourly rates for the temporary positions listed shall be the all-inclusive cost to the Health District. No other charges will be honored. Please provide a published price list for all temporary positions offered if available." Furthermore, providing rate ranges will negatively impact the Proposer's score for price as the maximum bill rates will be used for comparisons.</i> |
| Q5-12 | 04/03/2024 8:19 AM | Is it entirely onsite work or can it be done remotely to some extent / Does the services need to be delivered onsite or is there a possibility for remote operations and performance? | <i>Per RFP Section II.B.1.1. "When SNHD determines a need for Temp Staff, SNHD's representative shall make a request via telephone or email to Contractor. The request shall include all necessary information pertaining to the assignment including the type of Temp Staff required, location, and the required dates and shifts."</i> |
| Q5-13 | 04/03/2024 8:19 AM | Do we need to submit the actual resumes for proposed candidates or can we submit the sample resumes? | <i>Reference to "sample resumes" is unclear. The only reference to resumes in the RFP is Section IV.B.2.c. related to Proposer's "account manager and other key personnel who will be fully responsible for/assigned to the account."</i> |
| Q5-14 | 04/03/2024 8:19 AM | Could you please provide the list of holidays? | <i>SNHD's observed holidays are available at https://www.southernnevadahealthdistrict.org/about-us/general-information/observed-holidays/.</i> |
| Q5-15 | 04/03/2024 8:19 AM | Are there any mandated Paid Time Off, Vacation, etc.? | <i>Per RFP Section II.A. "Successful Contractor(s) will be responsible for the hiring, firing, wages, taxes, workers' compensation, benefits, etc. for their employees - the temporary staffing offered (Temp Staff). Temp Staff are considered employees of Contractor, not of Health District." See SNHD's observed holidays: https://www.southernnevadahealthdistrict.org/about-us/general-information/observed-holidays/.</i> |
| Q5-16.a | 04/04/2024 12:34 PM | [We] are interested in obtaining the following information: Winning Proposals from the existing vendors. | <i>Robert Half's proposal for RFP SNHD-9-RFP-18-002 Temporary Staffing Services attached.</i> |

24RFP010 Temporary Staffing Services**Addendum #1 Questions and Answers****Issued: 04/18/2024****6 of 29**

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| Q5-16.b | 04/04/2024 12:34 PM | [We] are interested in obtaining the following information: Kindly provide the names of the incumbent vendors along with details of their pricing. | <i>SNHD has contracts for temporary non-medical staffing services with Robert Half and Manpower Inc. of Southern Nevada, which term 07/31/2024. Additionally, SNHD utilizes DTA Security Services LLC for Security Aides (guards) executed via unique purchase orders. Incumbent Robert Half 's proposal is attached. Incumbents' contracts attached.</i> |
| Q5-16.c | 04/04/2024 12:34 PM | [We] are interested in obtaining the following information: Could you please furnish us with spending data for all the existing vendors? | <i>Total Paid Expenditures Per Incumbent by Fiscal Year attached.</i> |
| Q6-1 | 04/03/2024 10:38 AM | What are the insurance limits in the insurance requirements? | <i>See page 29 for Insurance Requirements.</i> |
| Q6-2 | 04/03/2024 10:38 AM | Are we required to submit all positions? | <i>Per RFP Attachment B - Price Form: "If your firm cannot fulfill a requirement, indicate "N/A" in the Hourly Rate field and on a separate sheet explain why your firm cannot fill the Temporary Position.</i> |
| Q6-3 | 04/03/2024 10:38 AM | How much is the budget of the contract? | <i>SNHD has not estimated the budget for this contract since SNHD cannot predict or estimate how many positions will be required per year or throughout the contract term. However, Total Paid Expenditures Per Incumbent by Fiscal Year attached.</i> |
| Q7-1 | 04/04/2024 2:07 PM | We have a question on proposal requirement indicate Local Emerging Small Businesses (ESB) are encouraged to submit a proposal. Is non local proposers are eligible to participate in this RFP. | <i>Per RFP Section IV.B.2.b. "Describe the office that will be designated to service the Health District and the services available at that office. If your firm intends to utilize other offices or locations, describe the services they will provide for this account at each office or location." Although proposers are not required to have an office in Southern Nevada, proposers will have to demonstrate their ability to meet the RFP requirements from their location(s). Also note, Nevada state law requires that every person or entity doing business in the state of Nevada obtain a business license annually.</i> |
| Q8-1 | 04/05/2024 8:33 AM | Is it possible to share the incumbent vendor's proposal and pricing? If yes, please share. | <i>Incumbent Robert Half's proposal for RFP SNHD-9-RFP-18-002 Temporary Staffing Services attached. Incumbents' contracts attached.</i> |
| Q8-2 | 04/05/2024 8:33 AM | What is the budget for this bid? OR the estimated annual spending in the past under this contract for similar services? | <i>SNHD has not estimated the budget for this contract. SNHD cannot predict or estimate how many positions will be required per year or throughout the contract term. However, Total Paid Expenditures Per Incumbent by Fiscal Year attached.</i> |

24RFP010 Temporary Staffing Services**Addendum #1 Questions and Answers****Issued: 04/18/2024****7 of 29**

| | | | |
|-------|-----------------------|---|--|
| Q8-3 | 04/05/2024 8:33 AM | Is there any challenge fulfilling the needs with the existing contracts for related services or any specific improvements you are looking for? | <i>No.</i> |
| Q8-4 | 04/05/2024 8:33 AM | How many vendors would be awarded? | <i>SNHD would like to select at least two well qualified contractors.</i> |
| Q8-5 | 04/05/2024 8:33 AM | Is there any preference for the local vendor? | <i>SNHD does not have a local vendor preference. SNHD assumes that many local vendors and/or vendors with offices in Southern Nevada will submit proposals.</i> |
| Q8-6 | 04/05/2024 8:33 AM | What will be the contract staffing process? The requirement will be sent to all the awardees at the same time or vendors will be chosen randomly to send the requirement. | <i>This information is provided in the RFP.</i> |
| Q8-7 | 04/05/2024 8:33 AM | What is the work location and the working hours? | <i>This information is provided in the RFP.</i> |
| Q8-8 | 04/05/2024 8:33 AM | What are the overtime terms and orientation process if required for any role? | <i>This information is provided in the RFP.</i> |
| Q8-9 | 04/05/2024 8:33 AM | What is the conversion Price for any temp staff moving to a permanent role? | <i>Proposers shall propose their conversion price or parentage as applicable for any Temp Staff who may move to a permanent (SNHD) role.</i> |
| Q8-10 | 04/05/2024 8:33 AM | Please share the type of background check and drug test required. | <i>Background check includes: Criminal record search at federal, state and county levels, Sex offender registry, Motor vehicle record search, Employment verification background check, education verification background check, personal reference checks, licenses and credentialing, Market-specific searches (e.g. FDIC: Federal Deposit Insurance Corporation), Credit history searches, Civil record searches, Global searches in 230+ countries, Fair Credit Reporting Act (FCRA)-compliant social media searches. Drug test for: Propoxyphene, Methaqualone, Methadone, Benzodiazepine, Barbiturate, Amphetamine, Opiates, Phencyclidine, Cocaine and for some positions we also test for THC.</i> |

24RFP010 Temporary Staffing Services

Addendum #1 Questions and Answers

Issued: 04/18/2024

8 of 29

| | | | |
|-------|-----------------------|---|--|
| Q8-11 | 04/05/2024 8:33 AM | What are the invoicing terms and the point of contact for invoicing? | <i>SNHD's standard terms for payment shall be net 30 days. Invoices should be emailed to ap@snhd.org unless otherwise directed. See also RFP Section II.C.11.</i> |
| Q8-12 | 04/05/2024 8:33 AM | Will there be a kick-off meeting once the contract is awarded? | <i>Yes.</i> |
| Q8-13 | 04/05/2024 8:33 AM | What are the standard holidays and how the employees would be paid if they work during the holiday? | <i>SNHD's observed holidays are available at https://www.southernnevadahealthdistrict.org/about-us/general-information/observed-holidays/. SNHD's facilities are closed on observed holidays.</i> |
| Q9-1 | 04/05/2024 9:22 PM | Who are the incumbent vendors on this contract? Could you please provide their pricing? | <i>SNHD has contracts for temporary non-medical staffing services with Robert Half and Manpower Inc. of Southern Nevada, which term 07/31/2024. Additionally, SNHD utilizes DTA Security Services LLC for Security Aides (guards) executed via unique purchase orders. Incumbents' contracts attached.</i> |
| Q9-2 | 04/05/2024 9:22 PM | How many vendors do you intend to award? | <i>SNHD would like to select at least two well qualified contractors.</i> |
| Q9-3 | 04/05/2024 9:22 PM | If multiple vendors are awarded, how are job orders distributed? | <i>Many factors may be considered including but not limited to pricing, responsiveness, ability to fill requests.</i> |

24RFP010 Temporary Staffing Services

Addendum #1 Questions and Answers

Issued: 04/18/2024

9 of 29

| | | | |
|------|-----------------------|---|--|
| Q9-4 | 04/05/2024 9:22 PM | Under B. Scope of Work, #7, it says the following: "Health District may refer to Contractor a candidate to be hired to perform specific services needed or may request Contractor to recruit and provide such a candidate. Health District will not pay a placement or conversion fee for individuals who are a direct referral from Health District." If the Health District might refer a candidate to a contractor to payroll, shall we provide payroll-only fees with our pricing, as well? And can you clarify what is meant when it says that the Health Dept. will not pay a placement or conversion fee for individuals who are a direct referral from the Health District? | <i>If SNHD refers a candidate to contractor and the contractor hires the candidate, the candidate will become contractor's employee. Do not provide payroll-only fees. If SNHD subsequently hires a referred candidate who becomes contractor's employee, SNHD will not pay a placement or conversion fee if SNHD hires that referred candidate.</i> |
| Q9-5 | 04/05/2024 9:22 PM | Under B. Scope of Work, #5, it says the following: "Health District shall have the right to refer retired Health District employees to Contractor for priority placement in temporary positions within Health District." Can you please clarify if there are any PERS considerations with payrolling retired Health District employees? | <i>HR monitors the PERS hours for retiree's who are employed by contractors.</i> |
| Q9-6 | 04/05/2024 9:22 PM | Does the Health District have a centralized or decentralized system for requesting employees? | <i>Requesting departments submit requests to SNHD's HR Department. HR Staff submit the requests via phone or email to the contractor(s).</i> |

24RFP010 Temporary Staffing Services**Addendum #1 Questions and Answers****Issued: 04/18/2024****10 of 29**

| | | | |
|-------|-----------------------|---|---|
| Q9-7 | 04/05/2024 9:22 PM | Under C. Contractor Responsibilities, 12. Bonding: "Contractor shall have the ability to bond Temp Staff as directed by Health District. Health District shall bear the cost for such bonding. Selection of the bonding insurer is at Contractor's discretion; however, bonding insurer must be authorized to do business in the State of Nevada." Just to clarify, by bonding do you mean having general liability and workers comp insurance? | <i>RFP Section II.C.12. does not refer to contractor's general liability or workers' compensation insurance. RFP Section II.C.12 refers to a fidelity bond, which guarantees the person (Temp Staff).</i> |
| Q9-8 | 04/05/2024 9:22 PM | Shall we include a copy of our sample COI with our proposal? | <i>Proposers may provide their COIs but it is not required.</i> |
| Q9-9 | 04/05/2024 9:22 PM | Do temporary employees need to have a TB test prior to working with the Health District? | <i>Yes.</i> |
| Q10-1 | 04/06/2024 1:28 AM | Would it be open to out of state proposals? | <i>Out of state contractors may submit proposals. Per RFP Section IV.B.2.b. "Describe the office that will be designated to service the Health District and the services available at that office. If your firm intends to utilize other offices or locations, describe the services they will provide for this account at each office or location." Although proposers are not required to have an office in Southern Nevada, proposers will have to demonstrate their ability to meet the RFP requirements from their location(s). Also note, Nevada state law requires that every person or entity doing business in the state of Nevada obtain a business license annually.</i> |
| Q11-1 | 04/08/2024 5:18 AM | What is the budget for this Project? | <i>SNHD has not estimated the budget for this contract. SNHD cannot predict or estimate how many positions will be required per year or throughout the contract term. However, Total Paid Expenditures Per Incumbent by Fiscal Year attached.</i> |
| Q12-1 | 04/08/2024 9:00 AM | Do you have a MSP or use a VMS tool? | <i>No.</i> |
| Q12-2 | 04/08/2024 9:00 AM | If there is no VMS tool how does your team distribute the open requisitions to suppliers? | <i>Requesting departments submit requests to SNHD's HR Department. HR Staff submit the requests via phone or email to the contractor(s).</i> |

24RFP010 Temporary Staffing Services**Addendum #1 Questions and Answers****Issued: 04/18/2024****11 of 29**

| | | | |
|--------|-----------------------|---|---|
| Q12-3 | 04/08/2024 9:00 AM | On average how many new requisitions do you see per month? | <i>During fiscal year 2024, less than one.</i> |
| Q12-4 | 04/08/2024 9:00 AM | Are the 15 positions identified in the pricing request always the same job description or are there others? | <i>Most of the positions provided in Attachment B have the same job descriptions. IT roles, for example, may vary as indicated in Q14-9 and therefore have other job descriptions.</i> |
| Q12-5 | 04/08/2024 9:00 AM | Does your program flow through a centralized team (HR / Talent Acquisition) or does each hiring manager facilitate their own open requisition? | <i>Requesting departments submit requests to SNHD's HR Department. HR Staff submit the requests via phone or email to the contractor(s).</i> |
| Q12-6 | 04/08/2024 9:00 AM | How many vendors are you planning on selecting? | <i>SNHD would like to select at least two well qualified contractors.</i> |
| Q12-7 | 04/08/2024 9:00 AM | Is there an incumbent staffing firm and why are you considering new vendors? | <i>SNHD has contracts for temporary non-medical staffing services with Robert Half and Manpower Inc. of Southern Nevada, which term 07/31/2024. Additionally, SNHD utilizes DTA Security Services LLC for Security Aides (guards) executed via unique purchase orders. SNHD's procurement policy requires periodic solicitation for these services.</i> |
| Q12-8 | 04/08/2024 9:00 AM | How many new hires did you make in each category last year and what is estimate for this year? | <i>SNHD cannot estimate the number of new hires this year.</i> |
| Q12-9 | 04/08/2024 9:00 AM | Do you want information on our MSP, MSP with a VMS and Onsite Services? | <i>No.</i> |
| Q12-10 | 04/08/2024 9:00 AM | Do you have SOW or Direct Hire needs? | <i>This information is provided in the RFP.</i> |
| Q12-11 | 04/08/2024 9:00 AM | If there are SOW project or Direct Hire Needs, will they flow through this contract or is that a separate process and group of Suppliers? | <i>See RFP Section II - Scope of Services.</i> |
| Q12-12 | 04/08/2024 9:00 AM | Are you looking for pricing in the form of a Markup or Bill-Rate? | <i>Per RFP Section IV.B.5. "Complete and submit Attachment B - Price Form. Pricing shall be based on a cost per hour service pricing structure. The fully loaded hourly rates for the temporary positions listed shall be the all-inclusive cost to the Health District. No other charges will be honored. Please provide a published price list for all temporary positions offered if available."</i> |

24RFP010 Temporary Staffing Services**Addendum #1 Questions and Answers****Issued: 04/18/2024****12 of 29**

| | | | |
|--------|------------------------|---|---|
| Q12-13 | 04/08/2024 9:00 AM | Do you anticipate transitioning existing contract workers to the newly selected vendor? | <i>To be determined.</i> |
| Q12-14 | 04/08/2024 9:00 AM | Will there be any consideration for minimal redlines recommendations for the MSA? | <i>The reference to "MSA" is unclear. If it refers to master service agreement, development of the contract (or MSA) is outside Procurement's scope.</i> |
| Q13-1 | 04/08/2024 11:44 AM | I see the RFP asks us to provide a "fully loaded hourly rate representing the all-inclusive cost" for each position and just wanted to confirm that you are indeed asking for the bill rate or total cost per hour including the employee's pay rate along with all burdens & statutory costs associated with supporting each role? | <i>Yes, proposers will provide their bill rate for each position. Per RFP Section IV.B.5. "Pricing shall be based on a cost per hour service pricing structure. The fully loaded hourly rates for the temporary positions listed shall be the all-inclusive cost to the Health District. No other charges will be honored."</i> |
| Q14-1 | 04/08/2024 1:03 PM | Can you provide more details about the expected volume of staffing needs for each job category listed in the RFP? | <i>SNHD cannot predict or estimate the expected volume of staffing needs for each job category (or position) per year or throughout the contract term. However, Actual Temp Staff Hours by Fiscal Year attached.</i> |
| Q14-2 | 04/08/2024 1:03 PM | Are there peak periods during the year when you anticipate a higher need for temporary staffing? | <i>No.</i> |
| Q14-3 | 04/08/2024 1:03 PM | Are there any positions with historically high turnover or hard-to-fill roles that we should know? | <i>Administrative Assistant.</i> |
| Q14-4 | 04/08/2024 1:03 PM | Can you provide hourly pay ranges for each category? | <i>SNHD cannot provide hourly pay ranges.</i> |
| Q14-5 | 04/08/2024 1:03 PM | What is the typical duration of assignments for temporary staff? Are there any roles expected to have longer or shorter assignment lengths? | <i>Temporary employees have a 6-month maximum duration unless budgetary requirements allow for an extension. Temporary employees will not have an assignment past a year. Shorter or longer variances are not dependent on the job category/position..</i> |
| Q14-6 | 04/08/2024 1:03 PM | How does the Health District prefer to communicate staffing needs and changes? Is there a centralized point of contact? | <i>SNHD's HR department will designate primary and backup points of contact.</i> |
| Q14-7 | 04/08/2024 1:03 PM | Can you provide more details on the billing cycle? Will invoices be paid via ACH? | <i>Contractors may bill weekly. SNHD's standard terms for payment shall be net 30 days. Contractors may request payment via ACH.</i> |

24RFP010 Temporary Staffing Services**Addendum #1 Questions and Answers****Issued: 04/18/2024****13 of 29**

| | | | |
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| Q14-8 | 04/08/2024 1:03 PM | Are there specific insurance requirements or levels of coverage that our agency must meet to comply with the contract? | <i>See page 29 for Insurance Requirements.</i> |
| Q14-9 | 04/08/2024 1:03 PM | Is IT Systems Admin the only IT Role? | <i>The following IT positions/roles have been requested/staffed: PC Technician, VDI Migration Specialist, Program Systems Specialist, Software Engineer, and Web Developer.</i> |
| Q14-10 | 04/08/2024 1:03 PM | Is this a sole source award? (One agency fulfilling all the roles) | <i>SNHD would like to select at least two well qualified contractors.</i> |
| Q14-11 | 04/08/2024 1:03 PM | Will there be an opportunity to meet/present or just submit the RFP? | <i>SNHD does not anticipate conducting proposer interviews or requesting presentations from proposers; however, SNHD reserves its right as it deems necessary or appropriate to conduct site visits and/or interviews, and/or to request that Proposers make presentations.</i> |
| Q14-12 | 04/08/2024 1:03 PM | Can you provide more details about the hiring process for the temporary roles? | <i>This information is provided in the RFP.</i> |
| Q15-1 | 04/08/2024 1:44 PM | Who are the current vendors on this contract? | <i>SNHD has contracts for temporary non-medical staffing services with Robert Half and Manpower Inc. of Southern Nevada, which term 07/31/2024. Additionally, SNHD utilizes DTA Security Services LLC for Security Aides (guards) executed via unique purchase orders.</i> |
| Q15-2 | 04/08/2024 1:44 PM | What is the mark up or hourly bill rates for these services under the current contract? | <i>Incumbents' contracts attached.</i> |
| Q15-3 | 04/08/2024 1:44 PM | What position(s) have the most staffing needs? | <i>Actual Temp Staff Hours by Fiscal Year attached.</i> |
| Q15-4 | 04/08/2024 1:44 PM | What is the estimated annual spend for temporary staffing services? | <i>SNHD has not estimated the budget (annual spend) for this contract. SNHD cannot predict or estimate how many positions will be required per year or throughout the contract term. However, Total Paid Expenditures Per Incumbent by Fiscal Year attached.</i> |
| Q15-5 | 04/08/2024 1:44 PM | How many vendors are anticipated to be awarded a contract? | <i>SNHD would like to select at least two well qualified contractors.</i> |

24RFP010 Temporary Staffing Services**Addendum #1 Questions and Answers****Issued: 04/18/2024****14 of 29**

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| Q15-6 | 04/08/2024 1:44 PM | Are there any specific pain points that they hope are resolved with a new contract for temporary staffing services? | <i>No.</i> |
| Q15-7 | 04/08/2024 1:44 PM | Are we able to propose referral rates? | <i>The question is unclear. SNHD will not pay a referral fee/rate to contractor for a candidate referred by contractor for a permanent SNHD position.</i> |
| Q16-1 | 04/08/2024 3:16 PM | How many candidates are needed and in what category, per location, are required? | <i>SNHD cannot predict or estimate how many positions will be required per year or throughout the contract term. However, Actual Temp Staff Hours by Fiscal Year attached.</i> |
| Q16-2 | 04/08/2024 3:16 PM | How many current suppliers are there? | <i>SNHD has contracts for temporary non-medical staffing services with Robert Half and Manpower Inc. of Southern Nevada, which term 07/31/2024. Additionally, SNHD utilizes DTA Security Services LLC for Security Aides (guards) executed via unique purchase orders.</i> |
| Q16-3 | 04/08/2024 3:16 PM | How many suppliers will be chosen? | <i>SNHD would like to select at least two well qualified contractors.</i> |
| Q16-4 | 04/08/2024 3:16 PM | What is prompting the RFP? | <i>SNHD's procurement policy requires us to periodically formally solicit for these services.</i> |
| Q16-5 | 04/08/2024 3:16 PM | Current number of temporary staff and/or payrolled employees? | <i>Currently Engaged Temp Staff attached.</i> |
| Q16-6 | 04/08/2024 3:16 PM | What are the background check (component) requirements and is a drug screen required? | <i>Outlined in previous contracts, background and drug screening are required of all temporary employees before SNHD hires them for temporary assignment. Background check includes: Criminal record search at federal, state and county levels, Sex offender registry, Motor vehicle record search, Employment verification background check, education verification background check, personal reference checks, licenses and credentialing, Market-specific searches (e.g. FDIC: Federal Deposit Insurance Corporation), Credit history searches, Civil record searches, Global searches in 230+ countries, Fair Credit Reporting Act (FCRA)-compliant social media searches. Drug test for: Propoxyphene, Methaqualone, Methadone, Benzodiazepine, Barbiturate, Amphetamine, Opiates, Phencyclidine, Cocaine and for some positions we also test for THC.</i> |

24RFP010 Temporary Staffing Services**Addendum #1 Questions and Answers****Issued: 04/18/2024****15 of 29**

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| Q16-7 | 04/08/2024 3:16 PM | In light of the 5 day requirement to fill, is SNHD committed to a direct send, or are interviews required? | <i>The RFP does not require interviews of Temp Staff. However, SNHD reserves its right to interview Temp Staff to determine their qualifications for the required position.</i> |
| Q16-8 | 04/08/2024 3:16 PM | For the statement: “Temp Staff may be hired as a permanent employee of Health District if Temp Staff has been selected through Health District’s open competitive personnel selection procedures. Such occurrence will create no further obligation (financial or otherwise) on Health District” can you clarify if this is in regards to referrals sent to contractor from the Health District, or with regards to our conversion fees? | <i>If a Temp Staff applies for an SNHD position through an open competitive recruitment, and SNHD selects that Temp Staff from the list of applicants to fill the open recruitment, SNHD will have no obligation to contractor regarding conversion fees. Furthermore, SNHD will not pay a referral fee to contractor for a candidate referred by contractor for a permanent SNHD position.</i> |
| Q17-1 | 04/08/2024 3:53 PM | Is there a limit to the amount of hours an associate can work in a calendar year? | <i>1,040 unless budgetary requirements allow for more hours.</i> |
| Q17-2 | 04/08/2024 3:53 PM | Can we submit a payrolling rate? | <i>The question is unclear. If related to payrolling services, SNHD is not requesting or interested in receiving rates for payrolling services.</i> |
| Q17-3 | 04/08/2024 3:53 PM | How many suppliers are expected to be selected? | <i>SNHD would like to select at least two well qualified contractors.</i> |
| Q17-4 | 04/08/2024 3:53 PM | Is SNHD currently utilizing a staffing vendor? | <i>SNHD has contracts for temporary non-medical staffing services with Robert Half and Manpower Inc. of Southern Nevada, which term 07/31/2024. Additionally, SNHD utilizes DTA Security Services LLC for Security Aides (guards) executed via unique purchase orders.</i> |
| Q17-5 | 04/08/2024 3:53 PM | How many temporary staffing positions are utilized on an annual basis? | <i>Actual Temp Staff Hours by Fiscal Year attached.</i> |
| Q17-6 | 04/08/2024 3:53 PM | What is the average amount of hours worked for a temporary associate per assignment? | <i>Varies, dependent on department needs. SNHD offers PT and FT assignments. Assignments can be up to 80 hours biweekly.</i> |
| Q17-7 | 04/08/2024 3:53 PM | What is the annual spend for temporary staff? | <i>Total Paid Expenditures Per Incumbent by Fiscal Year attached.</i> |
| Q17-8 | 04/08/2024 3:53 PM | Is our published pricing list the same as Attachment B? | <i>Proposers must complete and submit Attachment B. SNHD also requests proposers' published price lists for all offered positions if available.</i> |

24RFP010 Temporary Staffing Services**Addendum #1 Questions and Answers****Issued: 04/18/2024****16 of 29**

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| Q17-9 | 04/08/2024 3:53 PM | Are you currently utilizing a Managed Service Provider or a Vendor Management System? | <i>No.</i> |
| Q17-10 | 04/08/2024 3:53 PM | How many average Temporary associates are utilized on a weekly basis? | <i>Temp Staff are not utilized on a weekly basis, but rather as needed per the assignment up to 6-months.</i> |
| Q17-11 | 04/08/2024 3:53 PM | Can you provide a breakdown of full-time and part-time positions? | <i>SNHD does not maintain data on and/or track Temp Staff assignments by schedule (i.e., part-time, full-time).</i> |
| Q18-1.a | 04/09/2024 5:13 AM | Is this a re-compete RFP? If yes, [c]ould you please the name of Current Suppliers (who are currently providing services to Agency)? | <i>SNHD has contracts for temporary non-medical staffing services with Robert Half and Manpower Inc. of Southern Nevada, which term 07/31/2024. Additionally, SNHD utilizes DTA Security Services LLC for Security Aides (guards) executed via unique purchase orders.</i> |
| Q18-1.b | 04/09/2024 5:13 AM | Is this a re-compete RFP? If yes, [c]ould you please share current Suppliers pricing and | <i>Incumbent Robert Half's proposal for RFP SNHD-9-RFP-18-002 Temporary Staffing Services attached. Incumbent's' contracts attached.</i> |
| Q18-1.c | 04/09/2024 5:13 AM | Is this a re-compete RFP? If yes, [w]hen the existing contract was started, and what is the annual monetary spent value of the current contract since inception? | <i>The contracts with Robert Half and Manpower were executed in February 2018 and August 2019, respectively. However, Total Paid Expenditures Per Incumbent by Fiscal Year attached.</i> |
| Q18-1.d | 04/09/2024 5:13 AM | Is this a re-compete RFP? If yes, [h]ow many resources are currently engaged in the current contract? | <i>Currently Engaged Temp Staff attached.</i> |
| Q18-1.e | 04/09/2024 5:13 AM | Is this a re-compete RFP? If yes, [c]an you please share the no. of positions served in previous years under this contract? | <i>Actual Temp Staff Hours by Fiscal Year attached.</i> |
| Q18-1.f | 04/09/2024 5:13 AM | Is this a re-compete RFP? If yes, [c]an you please share the amount of business each vendor did under this contract in previous years? | <i>Total Paid Expenditures Per Incumbent by Fiscal Year attached.</i> |
| Q18-2 | 04/09/2024 5:13 AM | Is there any local preference for this contract? | <i>SNHD does not have a local vendor preference. SNHD assumes that many local vendors and/or vendors with offices in Southern Nevada will submit proposals.</i> |

24RFP010 Temporary Staffing Services**Addendum #1 Questions and Answers****Issued: 04/18/2024****17 of 29**

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| Q18-3 | 04/09/2024 5:13 AM | What will be the estimated annual budget for this project? | <i>SNHD has not estimated the annual budget for this contract. SNHD cannot predict or estimate how many positions will be required per year or throughout the contract term. However, Total Paid Expenditures Per Incumbent by Fiscal Year attached.</i> |
| Q18-4 | 04/09/2024 5:13 AM | Would you be accepting references from public as well as commercial entities? | <i>Provide four (4) references for similar projects performed in the past five (5) years that demonstrate your firm's ability to perform the required services. Include contract dates and points of contact including address, telephone number and email. If your firm performed as a subcontractor, describe the scope of subcontracted activities.</i> |
| Q18-5 | 04/09/2024 5:13 AM | Is sub-contracting required for this contract? | <i>The RFP does not require subcontracting. Furthermore, any awarded contract will include language to the effect that contractor shall not subcontract any portion of the services required per the agreement without the prior written approval of SNHD, and that any preapproved subcontracts shall contain a provision making them subject to all provisions of the awarded contract.</i> |
| Q18-6 | 04/09/2024 5:13 AM | Please confirm the sub- contracting goal that can full fill the requirement? | <i>The reference to "sub- contracting goal" is unclear.</i> |
| Q18-7 | 04/09/2024 5:13 AM | How many positions we can expect under this contract throughout the given term? | <i>SNHD cannot predict or estimate how many positions will be required per year or throughout the contract term. However, Actual Temp Staff Hours by Fiscal Year attached.</i> |
| Q18-8 | 04/09/2024 5:13 AM | How many vendors agency is planning to select? | <i>SNHD would like to select at least two well qualified contractors.</i> |
| Q18-9 | 04/09/2024 5:13 AM | Can you please confirm the most commonly filled positions of this contract? | <i>Actual Temp Staff Hours by Fiscal Year attached.</i> |
| Q18-10 | 04/09/2024 5:13 AM | Is it mandatory to bid on all the job categories? Please confirm. | <i>Per RFP Attachment B - Price Form: "If your firm cannot fulfill a requirement, indicate "N/A" in the Hourly Rate field and on a separate sheet explain why your firm cannot fill the Temporary Position."</i> |

24RFP010 Temporary Staffing Services

Addendum #1 Questions and Answers

Issued: 04/18/2024

18 of 29

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| Q18-11 | 04/09/2024 5:13 AM | Does the Health District have a preference for awarding this contract to vendors who submit bids for the majority or all categories, in contrast to those who bid on a limited number of categories or a single category? | <i>To be determined based on the totality of proposals received.</i> |
| Q18-12 | 04/09/2024 5:13 AM | Is it necessary to incorporate the cost associated with adherence to a dress code into our pricing structure, or does the Health District provide a standardized compensation rate for dress code expenses? | <i>Per RFP Section IV.B.5. "Pricing shall be based on a cost per hour service pricing structure. The fully loaded hourly rates for the temporary positions listed shall be the all-inclusive cost to the Health District. No other charges will be honored."</i> |
| Q18-13 | 04/09/2024 5:13 AM | Is there a requirement for a local office, or are vendors permitted to provide services from their locations outside the State of Nevada? | <i>Per RFP Section IV.B.2.b. "Describe the office that will be designated to service the Health District and the services available at that office. If your firm intends to utilize other offices or locations, describe the services they will provide for this account at each office or location." Although proposers are not required to have an office in Southern Nevada, proposers will have to demonstrate their ability to meet the RFP requirements from their location(s). Also note, Nevada state law requires that every person or entity doing business in the state of Nevada obtain a business license annually.</i> |
| Q18-14 | 04/09/2024 5:13 AM | As there is a given the requirement to disclose "annual revenues for the past five (5) years," is it sufficient to submit only the dollar values, or is it necessary to provide detailed financial statements for each year? | <i>The RFP does not require the submission of "detailed financial statements for each year."</i> |
| Q19-1 | 04/09/2024 6:36 AM | Is this a new contract or re-bid? If re-bid, please share the incumbent details along with the previous proposals. | <i>SNHD has contracts for temporary non-medical staffing services with Robert Half and Manpower Inc. of Southern Nevada, which term 07/31/2024. Additionally, SNHD utilizes DTA Security Services LLC for Security Aides (guards) executed via unique purchase orders. Incumbent Robert Half's proposal for RFP SNHD-9-RFP-18-002 Temporary Staffing Services attached.</i> |
| Q19-2 | 04/09/2024 6:36 AM | What was the annual and total spend for the current contract? | <i>Total Paid Expenditures Per Incumbent by Fiscal Year attached.</i> |

24RFP010 Temporary Staffing Services
Addendum #1 Questions and Answers
Issued: 04/18/2024
19 of 29

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| Q19-3 | 04/09/2024 6:36 AM | What is the anticipated annual and total spend for this contract? | <i>SNHD has not estimated the budget (annual and total spend) for this contract. SNHD cannot predict or estimate how many positions will be required per year or throughout the contract term. However, Total Paid Expenditures Per Incumbent by Fiscal Year attached.</i> |
| Q19-4 | 04/09/2024 6:36 AM | What is the number of requirements expected per year? | <i>SNHD cannot predict or estimate how many positions will be required per year or throughout the contract term. However, Actual Temp Staff Hours by Fiscal Year attached.</i> |
| Q19-5 | 04/09/2024 6:36 AM | What are the locations where the services are required? | <i>This information is provided in the RFP.</i> |
| Q19-6 | 04/09/2024 6:36 AM | Is there a provision for different rates for different locations? | <i>No. Per RFP Section IV.B.5. "Pricing shall be based on a cost per hour service pricing structure. The fully loaded hourly rates for the temporary positions listed shall be the all-inclusive cost to the Health District. No other charges will be honored."</i> |
| Q19-7 | 04/09/2024 6:36 AM | What is the average duration of assignment of temporary employees? | <i>SNHD does not maintain data on and/or track the average duration of Temp Staff assignments.</i> |
| Q19-8 | 04/09/2024 6:36 AM | Could you please provide the list of holidays? | <i>SNHD's observed holidays are available at https://www.southernnevadahealthdistrict.org/about-us/general-information/observed-holidays/.</i> |
| Q19-9 | 04/09/2024 6:36 AM | Are there any mandated Paid Time Off, Vacation, etc.? | <i>Successful Contractor(s) will be responsible for the hiring, firing, wages, taxes, workers' compensation, benefits, etc. for their employees - the temporary staffing offered (Temp Staff). Temp Staff are considered employees of Contractor, not of Health District.</i> |
| Q19-10 | 04/09/2024 6:36 AM | What are the typical working hours? | <i>This information is provided in the RFP.</i> |
| Q19-11 | 04/09/2024 6:36 AM | How many suppliers does the Health District intend to award? | <i>SNHD would like to select at least two well qualified contractors.</i> |
| Q19-12 | 04/09/2024 6:36 AM | Can the Vendor bid on some of the positions? | <i>Per RFP Attachment B - Price Form: "If your firm cannot fulfill a requirement, indicate "N/A" in the Hourly Rate field and on a separate sheet explain why your firm cannot fill the Temporary Position."</i> |

24RFP010 Temporary Staffing Services**Addendum #1 Questions and Answers****Issued: 04/18/2024****20 of 29**

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| Q19-13 | 04/09/2024 6:36 AM | Is there any local preference? | <i>SNHD does not have a local vendor preference. SNHD assumes that many local vendors and/or vendors with offices in Southern Nevada will submit proposals.</i> |
| Q19-14 | 04/09/2024 6:36 AM | What are the current rates and mark-ups for the positions listed in the solicitation? | <i>Incumbents' contracts attached.</i> |
| Q19-15 | 04/09/2024 6:36 AM | Is it entirely onsite work or can it be done remotely to some extent / Does the services need to be delivered onsite or is there a possibility for remote operations and performance? | <i>When SNHD determines a need for Temp Staff, SNHD's representative shall make a request via telephone or email to Contractor. The request shall include all necessary information pertaining to the assignment including the type of Temp Staff required, location, and the required dates and shifts.</i> |
| Q19-16 | 04/09/2024 6:36 AM | How many positions will be required per year or throughout the contract term? | <i>SNHD cannot predict or estimate how many positions will be required per year or throughout the contract term. However, Actual Temp Staff Hours by Fiscal Year attached.</i> |
| Q19-17 | 04/09/2024 6:36 AM | How many positions were used in the previous contract? | <i>Actual Temp Staff Hours by Fiscal Year attached.</i> |
| Q19-18 | 04/09/2024 6:36 AM | What is the tentative start date of this engagement? | <i>August 1, 2024.</i> |
| Q19-19 | 04/09/2024 6:36 AM | When does the Health District anticipate completing its evaluation and notifying respondents of its recommended awardee(s)? | <i>This information is provided in the RFP.</i> |
| Q19-20 | 04/09/2024 6:36 AM | Is there any other position that might be required? | <i>Per RFP Attachment B - Price Form: "List any additional non-medical positions offered by Proposer below (use a separate sheet if needed) and provide job descriptions for all on a separate sheet. Additional positions will not be scored."</i> |
| Q19-21 | 04/09/2024 6:36 AM | Which position is required the most? | <i>Actual Temp Staff Hours by Fiscal Year attached.</i> |
| Q19-22 | 04/09/2024 6:36 AM | In case of multiple awards, what shall be the process of sharing requirements? | <i>Many factors may be considered including but not limited to pricing, responsiveness, ability to fill requests.</i> |
| Q19-23 | 04/09/2024 6:36 AM | What is the minimum wage that needs to be provided to the temporary employees? | <i>The RFP does not require a minimum wage.</i> |

24RFP010 Temporary Staffing Services

Addendum #1 Questions and Answers

Issued: 04/18/2024

21 of 29

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| Q19-24 | 04/09/2024 6:36 AM | Is there any bond required for this RFP? | <i>The RFP does not require bid/proposal bonds or performance bonds. However, per RFP Section II.C.12. "Contractor shall have the ability to bond Temp Staff as directed by Health District. Health District shall bear the cost for such bonding. Selection of the bonding insurer is at Contractor's discretion; however, bonding insurer must be authorized to do business in the State of Nevada."</i> |
| Q19-25 | 04/09/2024 6:36 AM | Is there any mandatory goal for this RFP? If yes, please mention the goal percentage. | <i>The references to "mandatory goal" and "goal percentage" are unclear.</i> |
| Q19-26 | 04/09/2024 6:36 AM | Is it mandatory to utilize Local Emerging Small Businesses (ESB) as subcontractors? | <i>No. SNHD expects proposers to provide Temp Staff, rather than subcontract with other agencies to provide the Temp Staff. Any awarded contract will include language to the effect that contractor shall not subcontract any portion of the services required per the agreement without the prior written approval of SNHD, and that any preapproved subcontracts shall contain a provision making them subject to all provisions of the awarded contract.</i> |
| Q19-27 | 04/09/2024 6:36 AM | Will proposer utilizing Local Emerging Small Businesses (ESB) as subcontractors, be provided additional points during the evaluation? | <i>No. Also see Q19-26.</i> |
| Q19-28 | 04/09/2024 6:36 AM | Can the proposers provide bill rate ranges for the positions in Attachment B as the rates for the positions may vary depending on the experience level? | <i>Per RFP Section IV.B.5. "Pricing shall be based on a cost per hour service pricing structure. The fully loaded hourly rates for the temporary positions listed shall be the all-inclusive cost to the Health District. No other charges will be honored. Please provide a published price list for all temporary positions offered if available." Furthermore, providing bill rate ranges will negatively impact the Proposer's score for price as the maximum bill rates will be used for comparisons.</i> |
| Q19-29 | 04/09/2024 6:36 AM | In Attachment B, it is mentioned that "List any additional non-medical positions offered by Proposer". Please suggest what are the additional positions that may be required? | <i>The RFP identifies positions that have been/may be required. Proposers may offer other non-medical positions. Actual Temp Staff Hours by Fiscal Year attached.</i> |

24RFP010 Temporary Staffing Services

Addendum #1 Questions and Answers

Issued: 04/18/2024

22 of 29

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| Q19-30 | 04/09/2024 6:36 AM | Can we provide commercial references as well? | <i>Per RFP, "Provide four (4) references for similar projects performed in the past five (5) years that demonstrate your firm's ability to perform the required services. Include contract dates and points of contact including address, telephone number and email. If your firm performed as a subcontractor, describe the scope of subcontracted activities."</i> |
| Q19-31 | 04/09/2024 6:36 AM | It is mentioned in page 10 of the RFP that "Provide samples of forms your firm uses to report exam/test results and specify how quickly results will be available to Health District." What is the exam/test that the Health District is referring to? | <i>This refers to any testing the agency does for skill and experience. Additionally SNHD may request vaccine, TB, N95 testing results.</i> |
| Q19-32 | 04/09/2024 6:36 AM | Does the Health District require drug test to be performed on the temporary staff? If yes, which tests are required specifically? | <i>Yes, 10-panel or 8-panel. Depending on the role, it is required to have marijuana testing. The role that would need marijuana testing is the clinical staff, lab staff, handle hazardous materials, driving as a primary role for SNHD.</i> |
| Q19-33 | 04/09/2024 6:36 AM | Does the Health District require a copy of Proposer's business license along with the proposal or after award? | <i>This information is provided in the RFP.</i> |
| Q19-34 | 04/09/2024 6:36 AM | Can a copy of SOS be provided along with the proposal and business license be provided after award? | <i>This information is provided in the RFP.</i> |
| Q20-1 | 04/09/2024 8:04 AM | What are the annual hours of temporary usage by location or spend? Please provide by location if feasible. If the next fiscal year is undetermined, can you please provide last years? | <i>Actual Temp Staff Hours by Fiscal Year attached.</i> |
| Q20-2 | 04/09/2024 8:04 AM | Question on section 1C - The term will be for one (1) year with the option to renew for four (4) additional one-year terms. Do proposers have the ability to review and make recommendations for hourly pay rate changes for any job categories due to any employment market conditions? | <i>Pay rates per the executed contract are expected to be firm for the initial contract term and optional contract terms as applicable.</i> |

24RFP010 Temporary Staffing Services**Addendum #1 Questions and Answers****Issued: 04/18/2024****23 of 29**

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| Q21-1 | 04/09/2024 8:34 AM | What enhancements to your contingent staffing model are you looking to make as a result of this RFP process? | <i>Not applicable to the RFP.</i> |
| Q21-2 | 04/09/2024 8:34 AM | What is the ideal staffing model the Health District - one primary staffing supplier or multiple suppliers? | <i>SNHD would like to select at least two well qualified contractors.</i> |
| Q21-3 | 04/09/2024 8:34 AM | Which staffing suppliers are the incumbent holders of this contract? | <i>SNHD has contracts for temporary non-medical staffing services with Robert Half and Manpower Inc. of Southern Nevada, which term 07/31/2024. Additionally, SNHD utilizes DTA Security Services LLC for Security Aides (guards) executed via unique purchase orders.</i> |
| Q21-4 | 04/09/2024 8:34 AM | Can you please provide the agreed upon pricing/hourly rates under the existing | <i>Incumbents' contracts attached.</i> |
| Q21-5 | 04/09/2024 8:34 AM | Can you please provide the annual staffing usage by the Health District for the past 3 years – either by dollar value, total hours or number of requisitions filled. | <i>Total Paid Expenditures Per Incumbent by Fiscal Year attached.</i> |
| Q21-6 | 04/09/2024 8:34 AM | Does the Health District have pay rate guidelines/bands that should be used when determining hourly bill rates for each of the job categories provided? | <i>No.</i> |
| Q21-7 | 04/09/2024 8:34 AM | For Attachment B – Price Form – is the Health District open to seeing a bill rate range for specific positions or just one set rate? | <i>Providing bill rate ranges will negatively impact the Proposer's score for price as the maximum bill rates will be used for comparisons.</i> |
| Q21-8 | 04/09/2024 8:34 AM | Will temporary associates from the incumbent supplier transition to the newly awarded supplier (if applicable) on contract go live date? | <i>To be determined.</i> |
| Q21-9 | 04/09/2024 8:34 AM | What is the average length of temporary assignments engaged by the Health District? | <i>SNHD does not maintain data on and/or track the average length of Temp Staff assignments.</i> |
| Q21-10 | 04/09/2024 8:34 AM | For the Courier position, will they drive SNHD vehicles or their own personal vehicles? | <i>SNHD vehicles.</i> |

24RFP010 Temporary Staffing Services**Addendum #1 Questions and Answers****Issued: 04/18/2024****24 of 29**

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| Q21-11 | 04/09/2024 8:34 AM | For the Security Aide position, are they considered first responders and are there any special certifications needed e.g. CPR certification? | <i>No.</i> |
| Q21-12 | 04/09/2024 8:34 AM | Do any of the position require tuberculosis testing? | <i>All employees initially, clinical staff will be tracked annually.</i> |
| Q22-1 | 04/09/2024 12:15 PM | Does the contractor have to offer health insurance to the employees placed with SNHD? | <i>Per RFP Section II.A. "Successful Contractor(s) will be responsible for the hiring, firing, wages, taxes, workers' compensation, benefits, etc. for their employees - the temporary staffing offered (Temp Staff). Temp Staff are considered employees of Contractor, not of Health District."</i> |
| Q22-2 | 04/09/2024 12:15 PM | Do the pay rates for the temporary employees have to meet the prevailing wage requirements? | <i>Clark County prevailing wages are not applicable to the RFP.</i> |
| Q22-3 | 04/09/2024 12:15 PM | Are your payrates for the temporary positions listed? Are they public record? If so, what link could you provide to assist us to find the pay rates for the temporary positions? | <i>Incumbents' contracts attached.</i> |
| Q23-1 | 04/09/2024 12:29 PM (10:42 AM) | Are there any pain points in the ongoing contract? | <i>No.</i> |
| Q23-2 | 04/09/2024 12:29 PM (10:42 AM) | Is this a new contract or re-compete? If re-compete, could you please provide us detailed information on the incumbents or current contractor involved in this project. | <i>SNHD has contracts for temporary non-medical staffing services with Robert Half and Manpower Inc. of Southern Nevada, which term 07/31/2024. Additionally, SNHD utilizes DTA Security Services LLC for Security Aides (guards) executed via unique purchase orders.</i> |
| Q23-3 | 04/09/2024 12:29 PM (10:42 AM) | What will be the anticipated numbers of awarded vendors? | <i>SNHD would like to select at least two well qualified contractors.</i> |
| Q23-4 | 04/09/2024 12:29 PM (10:42 AM) | Is this project reserved for Local Emerging Small Businesses (ESB)? Or will the district prioritize ESB more? | <i>Local Emerging Small Businesses (ESBs) are encouraged to submit proposals. ESB certification will not substitute for any RFP requirement. ESBs will not be prioritized over other Proposers.</i> |

24RFP010 Temporary Staffing Services

Addendum #1 Questions and Answers

Issued: 04/18/2024

25 of 29

| | | | |
|-------|--------------------------------------|--|---|
| Q23-5 | 04/09/2024 12:29 PM (10:42 AM) | Kindly provide the historical spend of the project. | <i>Total Paid Expenditures Per Incumbent by Fiscal Year attached.</i> |
| Q23-6 | 04/09/2024 12:29 PM (10:42 AM) | Is it mandatory for a firm to provide staff on all the temporary positions mentioned in the RFP? | <i>Per RFP Attachment B - Price Form: "If your firm cannot fulfill a requirement, indicate "N/A" in the Hourly Rate field and on a separate sheet explain why your firm cannot fill the Temporary Position."</i> |
| Q23-7 | 04/09/2024 12:29 PM (10:42 AM) | How are holiday pay rates and overtime calculated? | <i>Per RFP Section II.B.2.4. "Regular time is based on the standard workday, which may be eight (8) to ten (10) hours depending on the assigned shift, forty (40) hours per week. Overtime is considered after Temp Staff has worked forty (40) hours per week for Health District and will be reimbursed at time and a half. Temp Staff shall not qualify for overtime paid by Health District if the forty (40) hours is accumulated through a combination of Health District and non-Health District assignments." SNHD's facilities are closed on observed holidays. See SNHD's observed holidays: https://www.southernnevadahealthdistrict.org/about-us/general-information/observed-holidays/.</i> |

24RFP010 Temporary Staffing Services
Addendum #1 Questions and Answers
Issued: 04/18/2024
26 of 29

Total Paid Expenditures Per Incumbent by Fiscal Year

| Contractor | FY 2019 | FY 2020 | FY 2021 | FY 2022 | FY 2023 | FY 2024 |
|-----------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Robert Half | \$ 120,742 | \$ 126,380 | \$ 968,420 | \$ 1,350,735 | \$ 862,541 | \$ 114,335 |
| Manpower | \$ 14,317 | \$ 30,745 | \$ - | \$ 101,911 | \$ 43,635 | \$ - |
| DTA Security Services | \$ - | \$ - | \$ 136,632 | \$ 127,054 | \$ 145,801 | \$ 36,820 |

As of 04/02/2024, unaudited

24RFP010 Temporary Staffing Services
Addendum #1 Questions and Answers
Issued: 04/18/2024
27 of 29

Actual Temp Staff Hours by Fiscal Year

| Temporary Position | FY2019 | FY2020 | FY2021 | FY2022 | FY2023 | FY2024 |
|-------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Accounting Technician (AP/AR) | | | | 1,365 | 1,327 | |
| Accountant I | | | | 72 | | |
| Accountant II | | | 216 | 2,801 | 33 | |
| Administrative Aide | 307 | 1,591 | 23,860 | 31,168 | 19,064 | 2,071 |
| Administrative Secretary | | | | | | |
| Contract Administrator | | | | 1,466 | 1,751 | |
| IT Systems Administrator | 240 | 423 | 2,018 | 322 | 334 | 1,223 |
| Janitor | 775 | 1,475 | | 4,883 | 288 | |
| Paralegal | | | | 649 | 147 | |
| Payroll Clerk | | | | 29 | | |
| Procurement Clerk | | | 960 | 829 | | |
| Security Aide | | | 6,668 | 12,713 | 1,826 | 785 |
| Other Positions | | | | | | |
| Budget Analyst | 809 | 614 | | | | |
| Screener | | | 1918 | | | |
| Grant Writer | | | | 176 | 640 | |
| Controller | | | | 670 | 277 | |
| Receptionist | | | | 89 | | |
| HR Recruiting Assistant | | | | 332 | | |

As of 04/02/2024, unaudited

24RFP010 Temporary Staffing Services
Addendum #1 Questions and Answers
Issued: 04/18/2024
28 of 29

Currently Engaged Temp Staff

| Contractor | Quantity | Position | Schedule | Assignment Period |
|-----------------------|-----------------|----------------------------|---------------------|--------------------------|
| Robert Half | 1 | Program Systems Specialist | M-F, 8:00am-4:30pm | 12/18/23 - 06/21/24 |
| Robert Half | 1 | Administrative Assistant | M-Th, 8:30am-5:30pm | 03/18/24 - 09/18/24 |
| DTA Security Services | 1 | Security Guard | M-Th, 7:30am-5:00pm | 01/01/24 - 06/30/24 |

24RFP010 Temporary Staffing Services

Addendum #1 Questions and Answers

Issued: 04/18/2024

29 of 29

Insurance Requirements

- 1) INSURANCE. Contractor, at its sole cost and expense, agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance in the amounts below, to protect itself and Health District from any and all claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from activities performed or facilitated by this Agreement, whether these activities are performed by Contractor or anyone directly or indirectly engaged or employed by Contractor shall ensure current certificates of insurance as described below are emailed to Contracts@snhd.org throughout the term of the Agreement.
 - 1.01 General Liability Insurance. Contractor shall maintain general liability insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. Health District shall be named as an additional insured on the policy.
 - 1.02 Automobile Liability Insurance. Contractor shall maintain automobile liability insurance covering all owned, non-owned, and hired vehicles with a limit of not less than \$1,000,000 per occurrence for bodily injury and property damage. The policy shall include coverage for owned, hired, and non-owned vehicles. Health District shall be named as an additional insured on the policy.
 - 1.03 Professional Liability Insurance. Contractor shall maintain professional liability insurance with a limit of not less than \$1,000,000 per claim and in the aggregate for any claims arising out of the professional services provided under this Agreement. Health District shall be named as an additional insured on the policy.
 - 1.04 Workers' Compensation and Employers Liability Insurance. Contractor shall maintain workers' compensation insurance as required by law and employers liability insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease. Health District shall be named as an additional insured on the policy for employers liability.
 - 1.05 Certificates of Insurance. Contractor shall provide certificates of insurance to Health District evidencing the required coverage and naming Health District as an additional insured. Such certificates shall include a provision that coverage will not be canceled or materially changed without at least 30 days' prior written notice to Health District.
 - 1.06 Insurance Carrier Rating. The insurance required under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A-:VII, or equivalent.
 - 1.07 Waiver of Subrogation. Contractor waives all rights against Health District and its agents, officers, and employees for recovery of damages to the extent these damages are covered by any insurance maintained pursuant to this Agreement.



REQUEST FOR PROPOSALS

FOR

TEMPORARY STAFFING SERVICES

SNHD-9-RFP-18-002

December 20, 2017

**280 S. DECATUR
LAS VEGAS, NEVADA 89107**

TABLE OF CONTENTS

| | <u>PAGE</u> |
|---|-------------|
| I. INTRODUCTION | |
| A. Purpose..... | 1 |
| B. Entity Information | 1 |
| C. Anticipated Contract Term and Conditions | 1 |
| II. TIMETABLE | |
| A. Timetable | 2 |
| B. Designated Contacts/Questions..... | 2 |
| C. Proposal Due Date, Time and Approved Methods for Submission..... | 2 |
| D. Late Proposals | 3 |
| E. Receipt and Opening of Proposals | 3 |
| F. Anticipated Award Date | 3 |
| III. SCOPE OF SERVICES | |
| A. Project Description | 4 |
| B. Scope of Work..... | 4 |
| C. Contractor Responsibilities | 6 |
| IV. INSTRUCTIONS TO CONTRACTOR | |
| A. Proposal Submittal | 9 |
| B. Contractor’s Representations | 10 |
| C. Ethics in Public Procurement | 10 |
| D. Interpretation or Correction of Solicitation Documents..... | 10 |
| E. Multiple, Alternate, or Conditioned Offers | 10 |
| F. All or None Offers | 10 |
| G. Rejection | 10 |
| H. Proposal Costs | 10 |
| I. Responsive Proposal | 10 |
| J. Responsible Contractor..... | 10 |
| K. Exclusivity..... | 10 |
| V. PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES | |
| A. Evaluation Procedures | 12 |
| B. Evaluation Criteria..... | 12 |
| ATTACHMENTS | |
| Attachment A, Proposal Form | 13 |
| Attachment B, Pricing Proposal Form | 14 |
| Attachment C, Sample Contract | 15 |

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 280 S. Decatur Blvd Las Vegas, Nevada | East Las Vegas Public Health Center 560 N. Nellis Blvd, Suites D1 & E12 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 only 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 benard@snhd.org 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 predictor 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 its 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 ($10/25 = .4 \times 10$)

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: Robert Half

Signature: Craig Kapper Digitally signed by Craig Kapper
DN: cn=Craig Kapper, o, ou, email=Craig.kapper@roberthalf.com, c=US
Date: 2018.02.07 09:48:05 -0800 Date: 2/7/2018

Printed Name and Title: Craig Kapper, District President

Address: 3993 Howard Hughes Parkway Suite 300

City/State/ZIP: Las Vegas, Nevada 89169

Phone No.: 702-866-2869 E-Mail Address: craig.kapper@roberthalf.com

Federal Tax ID Number: 94.3235486

Business License Number: 100059-340

EXCEPTIONS: Any exceptions to any of the specifications or requirements of this RFP shall be noted in writing, and attached to the Proposal when submitted. By taking exceptions and clearly stating them in writing on a separate sheet of paper headed "EXCEPTIONS", and by offering alternates to replace the stated requirements, the Contractor may still compete in the solicitation. However, the Health District has the right to accept or reject any proposed exception.

Are there exceptions to this Proposal? Yes No

ACKNOWLEDGMENT OF ADDENDA:

The signer of this form acknowledges receipt of the following addenda:

| | |
|--------------------|-------------|
| Addendum No. _____ | Dated _____ |

Or

No Addenda were received in connection with this RFP. Date: 2/7/2018

**ATTACHMENT B
Pricing Proposal Form**

Contractor: Robert Half

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 | \$ 31.13 |
| Accountant I | \$ 34.59 |
| Accountant II | \$ 43.23 |
| Administrative Aide | \$ 27.67 |
| Administrative Secretary | \$ 38.05 |
| Contract Administrator | \$ 60.53 |
| Courier | \$ |
| IT Systems Administrator | \$ 100.00 |
| Janitor | \$ |
| Legal Secretary | \$ 43.23 |
| Payroll Clerk | \$ 29.40 |
| Procurement Clerk | \$ 31.13 |
| Purchasing Agent | \$ 31.13 |
| 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. **TERM AND CONDITIONS.** 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. **INCORPORATED DOCUMENTS.** 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. **COMPENSATION.** 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. **STATUS OF PARTIES; INDEPENDENT CONTRACTOR.** 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. BOOKS AND RECORDS. 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. CONFIDENTIALITY. No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or personally identifiable information will be shared with Contractor during the course of this Agreement. Accordingly, no Business Associate Agreement is required.
10. BREACH; REMEDIES. 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. WAIVER OF BREACH. 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. LIMITED LIABILITY. 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. FORCE MAJEURE. 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. INDEMNIFICATION. Neither Party waives any right or defense to indemnification that may exist in law or equity.
15. NON-DISCRIMINATION. 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. SEVERABILITY. 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. ASSIGNMENT. 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. PUBLIC RECORDS. 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. PROPER AUTHORITY. 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. ENTIRE AGREEMENT. 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. AMENDMENTS. 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. GOVERNING LAW. 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. NOTICES. 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

Craig Kapper Digitally signed by Craig Kapper
DN: cn=Craig Kapper, o, ou,
email=Craig.Kapper@snhd.net, c=US
Date: 2018.02.29 09:49:04 -0800

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.



**AMENDMENT A04 TO
SERVICES AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
ROBERT HALF NEVADA STAFF, INC.
C1800127**

THIS AMENDMENT A04 IS MADE WITH REFERENCE TO Services Agreement C1800127 (“Agreement”), Effective Date March 1, 2018, and as amended on February 5, 2020, March 1, 2021, and March 1, 2022, by and between the Southern Nevada Health District (“Health District”) and the Robert Half Nevada Staff, Inc. (“Contractor”) (individually “Party” and collectively, “Parties”).

WHEREAS, the Parties desire to extend the Agreement end date, and to further memorialize mutual covenants.

NOW THEREFORE, pursuant to Section 29 of the Agreement, the Parties mutually agree to amend the Agreement as follows:

- 1) The first paragraph in Section 1, Term and Conditions, is hereby deleted in its entirety and replaced with the following:
 1. TERM AND TERMINATION. This Agreement shall be effective from the last signature affixed hereto through July 31, 2024 (“Term”) unless sooner terminated by either Party as permitted in this Agreement.

This Amendment A04 is effective on March 1, 2023.

Except as expressly provided in this Amendment A04, all the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

[SIGNATURE PAGE TO FOLLOW]

BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment A04 to Agreement C1800127.

SOUTHERN NEVADA HEALTH DISTRICT

By: 

Fermin Leguen, MD, MPH
District Health Officer

Date: 01/20/2023

ROBERT HALF NEVADA STAFF, INC.

By: 
[Damian Garcia \(Jan 20, 2023 08:45 PST\)](#)

Damian Garcia
Regional VP

Date: 01-20-2023



**AMENDMENT A03 TO
SERVICES AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
ROBERT HALF NEVADA STAFF, INC.
C1800127**

THIS AMENDMENT A03 IS MADE WITH REFERENCE TO Services Agreement C1800127 (“Agreement”), Effective Date March 1, 2018, and as amended on February 5, 2020 and March 1, 2021, by and between the Southern Nevada Health District (“Health District”) and the Robert Half Nevada Staff, Inc. (“Contractor”) (individually “Party” and collectively, “Parties”).

WHEREAS, the Parties desire to extend the Agreement end date, and to further memorialize mutual covenants.

NOW THEREFORE, pursuant to Section 29 of the Agreement, the Parties mutually agree to amend the Agreement as follows:

- 1) The first paragraph in Section 1, Term and Conditions, is hereby deleted in its entirety and replaced with the following:
 1. TERM AND TERMINATION. This Agreement shall be effective from the last signature affixed hereto through February 28, 2023 (“Term”) unless sooner terminated by either Party as permitted in this Agreement.
- 2) Section 2, Incorporated Documents, is hereby deleted in its entirety and replaced with the following:
 2. INCORPORATED DOCUMENTS. The services to be performed and the consideration therefore shall be specifically described in the attachments to this Agreement, which are expressly incorporated into and are specifically a part of this Agreement, as follows:

| | |
|------------------|---|
| ATTACHMENT A: | SCOPE OF WORK |
| ATTACHMENT B: | PAYMENT |
| ATTACHMENT C-A03 | INFORMATION AND REQUIREMENTS FOR NON-FEDERAL ENTITY RECEIVING FEDERALLY FUNDED PAYMENTS |
- 3) Attachment C-A02, Information and Requirements for Non-Federal Entity Receiving Federally Funded Payments is hereby deleted in its entirety and replaced with Attachment C-A03, which is attached hereto and expressly incorporated by reference herein.

This Amendment A03 is effective on March 1, 2022.

Except as expressly provided in this Amendment A03, all the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment A03 to Agreement C1800127.

SOUTHERN NEVADA HEALTH DISTRICT

By: 

Fermin Leguen, MD, MPH
District Health Officer

Date: 01/28/2022

ROBERT HALF NEVADA STAFF, INC.

By: 

Damian Garcia
Regional VP

Date: 1/27/2022

ATTACHMENT C-A03
INFORMATION AND REQUIREMENTS FOR
NON-FEDERAL ENTITY RECEIVING FEDERALLY FUNDED PAYMENTS

As a procurement contractor potentially receiving federally funded payment from Health District, Contractor agrees to ensure its compliance as applicable with the following:

- A. 2 CFR §200.317, PROCUREMENT BY STATES. When procuring property and services under a federal award, a state (or political subdivision of a state) must follow the same policies and procedures it uses for procurements from its non-federal funds. A state receiving federal funds will comply with §§ 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by § 200.327. All other non-federal entities, including sub-recipients of a state, must follow the procurement standards in §§ 200.318 through 200.327.
- B. COMPLIANCE WITH UNIFORM GUIDANCE PROCUREMENT STANDARDS. Contractor agrees to follow and comply with 2 CFR §§200.318 General Procurement Standards through 200.327 Contract Provisions as applicable.
- C. UNIFORM GUIDANCE CONTRACT PROVISIONS. In accordance with 2 CFR Part 200 Appendix II to Part 200—Contract Provisions for Non-Federal Entities, Contractor agrees to follow and comply with all applicable contract provisions contained therein. These provisions may include the following:
 - C.1 REMEDIES. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - C.2 TERMINATION. All federally funded contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - C.3 EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “Federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 - C.4 DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts

Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- C.5 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by a non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- C.6 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- C.7 CLEAN AIR ACT (42 U.S.C. 7401-7671q.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-

Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- C.8 ENERGY EFFICIENCY. Contractor will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- C.9 DEBARMENT AND SUSPENSION. (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (a) Furthermore, each of Contractor’s vendors and sub-contractors will certify that to the best of its respective knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- C.10 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- C.11 PROCUREMENT OF RECOVERED MATERIALS. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials

identified in the EPA guidelines.

D. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Contractor certifies it is in compliance with 2 CFR §200.216 as published on August 13, 2020, and as may be amended from time to time, and Contractor has not and will not use federal funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract to procure or obtain;

(i) equipment, services, or systems using covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115—232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(iii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

D.1 See Public Law 115—232, section 889 for additional information.

D.2 See also 2 CFR §§200.216 and 200.471, as may be amended from time to time.



**AMENDMENT A03 TO
SERVICES AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
ROBERT HALF NEVADA STAFF, INC.
C1800127**

THIS AMENDMENT A03 IS MADE WITH REFERENCE TO Services Agreement C1800127 (“Agreement”), Effective Date March 1, 2018, and as amended on February 5, 2020 and March 1, 2021, by and between the Southern Nevada Health District (“Health District”) and the Robert Half Nevada Staff, Inc. (“Contractor”) (individually “Party” and collectively, “Parties”).

WHEREAS, the Parties desire to extend the Agreement end date, and to further memorialize mutual covenants.

NOW THEREFORE, pursuant to Section 29 of the Agreement, the Parties mutually agree to amend the Agreement as follows:

- 1) The first paragraph in Section 1, Term and Conditions, is hereby deleted in its entirety and replaced with the following:
 1. TERM AND TERMINATION. This Agreement shall be effective from the last signature affixed hereto through February 28, 2023 (“Term”) unless sooner terminated by either Party as permitted in this Agreement.
- 2) Section 2, Incorporated Documents, is hereby deleted in its entirety and replaced with the following:
 2. INCORPORATED DOCUMENTS. The services to be performed and the consideration therefore shall be specifically described in the attachments to this Agreement, which are expressly incorporated into and are specifically a part of this Agreement, as follows:

| | |
|------------------|---|
| ATTACHMENT A: | SCOPE OF WORK |
| ATTACHMENT B: | PAYMENT |
| ATTACHMENT C-A03 | INFORMATION AND REQUIREMENTS FOR NON-FEDERAL ENTITY RECEIVING FEDERALLY FUNDED PAYMENTS |
- 3) Attachment C-A02, Information and Requirements for Non-Federal Entity Receiving Federally Funded Payments is hereby deleted in its entirety and replaced with Attachment C-A03, which is attached hereto and expressly incorporated by reference herein.

This Amendment A03 is effective on March 1, 2022.

Except as expressly provided in this Amendment A03, all the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment A03 to Agreement C1800127.

SOUTHERN NEVADA HEALTH DISTRICT

By: 

Fermin Leguen, MD, MPH
District Health Officer

Date: 01/28/2022

ROBERT HALF NEVADA STAFF, INC.

By: 

Damian Garcia
Regional VP

Date: 1/27/2022

ATTACHMENT C-A03
INFORMATION AND REQUIREMENTS FOR
NON-FEDERAL ENTITY RECEIVING FEDERALLY FUNDED PAYMENTS

As a procurement contractor potentially receiving federally funded payment from Health District, Contractor agrees to ensure its compliance as applicable with the following:

- A. 2 CFR §200.317, PROCUREMENT BY STATES. When procuring property and services under a federal award, a state (or political subdivision of a state) must follow the same policies and procedures it uses for procurements from its non-federal funds. A state receiving federal funds will comply with §§ 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by § 200.327. All other non-federal entities, including sub-recipients of a state, must follow the procurement standards in §§ 200.318 through 200.327.
- B. COMPLIANCE WITH UNIFORM GUIDANCE PROCUREMENT STANDARDS. Contractor agrees to follow and comply with 2 CFR §§200.318 General Procurement Standards through 200.327 Contract Provisions as applicable.
- C. UNIFORM GUIDANCE CONTRACT PROVISIONS. In accordance with 2 CFR Part 200 Appendix II to Part 200—Contract Provisions for Non-Federal Entities, Contractor agrees to follow and comply with all applicable contract provisions contained therein. These provisions may include the following:
 - C.1 REMEDIES. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - C.2 TERMINATION. All federally funded contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - C.3 EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “Federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 - C.4 DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts

Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- C.5 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by a non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- C.6 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- C.7 CLEAN AIR ACT (42 U.S.C. 7401-7671q.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-

Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- C.8 ENERGY EFFICIENCY. Contractor will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- C.9 DEBARMENT AND SUSPENSION. (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (a) Furthermore, each of Contractor’s vendors and sub-contractors will certify that to the best of its respective knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- C.10 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- C.11 PROCUREMENT OF RECOVERED MATERIALS. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials

identified in the EPA guidelines.

D. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Contractor certifies it is in compliance with 2 CFR §200.216 as published on August 13, 2020, and as may be amended from time to time, and Contractor has not and will not use federal funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract to procure or obtain;

(i) equipment, services, or systems using covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115—232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(iii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

D.1 See Public Law 115—232, section 889 for additional information.

D.2 See also 2 CFR §§200.216 and 200.471, as may be amended from time to time.



**AMENDMENT A02 TO
SERVICES AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
ROBERT HALF NEVADA STAFF, INC.
C1800127**

THIS AMENDMENT A02 IS MADE WITH REFERENCE TO Services Agreement C1800127 (“Agreement”), Effective Date March 1, 2018, and as amended on February 5, 2020, by and between the Southern Nevada Health District (“Health District”) and the Robert Half Nevada Staff, Inc. (“Contractor”) (individually “Party” and collectively, “Parties”).

WHEREAS, the Parties desire to extend the Agreement end date, and to further memorialize mutual covenants.

NOW THEREFORE, pursuant to Section 29 of the Agreement, the Parties mutually agree to amend the Agreement as follows:

- 1) The first paragraph in Section 1, Term and Conditions, is hereby deleted in its entirety and replaced with the following:
 1. TERM AND TERMINATION. This Agreement shall be effective from the last signature affixed hereto through February 28, 2022 unless sooner terminated by either Party as permitted in this Agreement. At the option of the Parties, this Agreement may be extended for up to one (1) additional one-year term upon issuance of an amendment signed by both Parties (“Term”).
- 2) Section 2, Incorporated Documents, is hereby deleted in its entirety and replaced with the following:
 2. INCORPORATED DOCUMENTS. The services to be performed and the consideration therefore shall be specifically described in the attachments to this Agreement, which are expressly incorporated into and are specifically a part of this Agreement, as follows:

| | |
|------------------|---|
| ATTACHMENT A: | SCOPE OF WORK |
| ATTACHMENT B: | PAYMENT |
| ATTACHMENT C-A02 | INFORMATION AND REQUIREMENTS FOR NON-FEDERAL ENTITY RECEIVING FEDERALLY FUNDED PAYMENTS |
- 3) Attachment C-A01, Information and Requirements for Non-Federal Entity Receiving Federally Funded Payments is hereby deleted in its entirety and replaced with Attachment C-A02, which is attached hereto and expressly incorporated by reference herein.

This Amendment A02 is effective on March 1, 2021.

Except as expressly provided in this Amendment A02, all the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment A02 to Agreement C800127.

SOUTHERN NEVADA HEALTH DISTRICT

By:  Digitally signed by Fermin Leguen
DN: cn=Fermin Leguen,
email=leguen@SNHD.ORG
Date: 2021.02.01 13:21:04 -08'00'

Fermin Leguen, MD, MPH
District Health Officer

Date: 02/01/2021

ROBERT HALF NEVADA STAFF, INC.

By: _____
Damian Garcia
Regional VP

Date: _____

This Amendment A02 is effective on March 1, 2021.

Except as expressly provided in this Amendment A02, all the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment A02 to Agreement C800127.

SOUTHERN NEVADA HEALTH DISTRICT

By:

Fermin Leguen, MD, MPH
District Health Officer

Date:

ROBERT HALF NEVADA STAFF, INC.

By:



Damian Garcia
Regional VP

Date:

1/29/2021

ATTACHMENT C-A02
INFORMATION AND REQUIREMENTS FOR
NON-FEDERAL ENTITY RECEIVING FEDERALLY FUNDED PAYMENTS

As a procurement contractor potentially receiving federally funded payment from Health District, Contractor agrees to ensure its compliance as applicable with the following:

- A. **COMPLIANCE WITH UNIFORM GUIDANCE PROCUREMENT STANDARDS.** Contractor agrees to follow and comply with 2 CFR §§200.318 General Procurement Standards through 200.327 Contract Provisions as applicable.
- B. **UNIFORM GUIDANCE CONTRACT PROVISIONS.** In accordance with 2 CFR Part 200 Appendix II to Part 200—Contract Provisions for Non-Federal Entities, Contractor agrees to follow and comply with all applicable contract provisions contained therein. These provisions may include the following:
 - B.1 **REMEDIES.** Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - B.2 **TERMINATION.** All federally funded contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - B.3 **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “Federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 - B.4 **DAVIS-BACON ACT,** as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must

report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- B.5 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by a non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- B.6 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- B.7 CLEAN AIR ACT (42 U.S.C. 7401-7671q.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- B.8 ENERGY EFFICIENCY. Contractor will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.

6201).

- B.9 DEBARMENT AND SUSPENSION. (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (a) Furthermore, each of Contractor’s vendors and sub-contractors will certify that to the best of its respective knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- B.10 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- B.11 PROCUREMENT OF RECOVERED MATERIALS. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- C. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Contractor certifies it is in compliance with 2 CFR §200.216 as published on August 13, 2020, and as may be amended from time to time, and Contractor has not and will not use federal funds to:
- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or

- (3) Enter into a contract to procure or obtain;
- (i) equipment, services, or systems using covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115—232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (iii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C.1 See Public Law 115—232, section 889 for additional information.
- C.2 See also 2 CFR §§200.216 and 200.471, as may be amended from time to time.



**AMENDMENT A01 TO
SERVICES AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
ROBERT HALF NEVADA STAFF, INC.
C1800127**

THIS AMENDMENT A01 IS MADE WITH REFERENCE TO Services Agreement C1800127 (“Agreement”), Effective Date March 1, 2018, by and between the Southern Nevada Health District (“Health District”) and the Robert Half Nevada Staff, Inc. (“Contractor”) (individually “Party” and collectively, “Parties”).

WHEREAS, the Parties desire to extend the Agreement end date, and to further memorialize mutual covenants.

NOW THEREFORE, pursuant to Section 29 of the Agreement, the Parties mutually agree to amend the Agreement as follows:

- 1) The first paragraph in Section 1, Term and Conditions, is hereby deleted in its entirety and replaced with the following:
 1. TERM AND TERMINATION. This Agreement shall be effective from the last signature affixed hereto through February 28, 2021 unless sooner terminated by either Party as permitted in this Agreement. At the option of the Parties, this Agreement may be extended for up to two (2) additional one-year terms upon issuance of an amendment signed by both Parties (“Term”).
- 2) Section 2, Incorporated Documents, is hereby deleted in its entirety and replaced with the following:
 2. INCORPORATED DOCUMENTS. The services to be performed and the consideration therefore shall be specifically described in the attachments to this Agreement, which are expressly incorporated into and are specifically a part of this Agreement, as follows:

| | |
|------------------|---|
| ATTACHMENT A: | SCOPE OF WORK |
| ATTACHMENT B: | PAYMENT |
| ATTACHMENT C-A01 | INFORMATION AND REQUIREMENTS FOR NON-FEDERAL ENTITY RECEIVING FEDERALLY FUNDED PAYMENTS |
- 3) Section 32, Statement of Eligibility, is hereby added to the Agreement:
 32. STATEMENT OF ELIGIBILITY. Each Party acknowledges to the best of its knowledge, information, and belief, and to the extent required by law, neither it nor any of its

respective employees/contractors is/are: i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a).

- 4) Attachment C-A01, Information and Requirements for Non-Federal Entity Receiving Federally Funded Payments hereby added to the Agreement; is attached hereto, and is expressly incorporated by reference herein.

This Amendment A01 is effective on February 29, 2020.

Except as expressly provided in this Amendment A01, all the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment A01 to Agreement C800127.

SOUTHERN NEVADA HEALTH DISTRICT

By:

Ernest Blazzard
Chief Financial Officer

Date: 2/5/2020

ROBERT HALF NEVADA STAFF, INC.

By:



Damian Garcia
Regional VP

Date: 2/5/2020

ATTACHMENT C-A01
INFORMATION AND REQUIREMENTS FOR
NON-FEDERAL ENTITY RECEIVING FEDERALLY FUNDED PAYMENTS

As a procurement contractor potentially receiving federally funded payment from Health District, Contractor agrees to ensure its compliance as applicable with the following:

- A. **COMPLIANCE WITH UNIFORM GUIDANCE PROCUREMENT STANDARDS.** Contractor agrees to follow and comply with 2 CFR §§200.318 General Procurement Standards through 200.326 Contract Provisions as applicable.
- B. **UNIFORM GUIDANCE CONTRACT PROVISIONS.** In accordance with 2 CFR Part 200 Appendix II to Part 200—Contract Provisions for Non-Federal Entities, Contractor agrees to follow and comply with all applicable contract provisions contained therein. These provisions may include the following:
 - B.1 **REMEDIES.** Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - B.2 **TERMINATION.** All federally funded contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - B.3 **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “Federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 - B.4 **DAVIS-BACON ACT,** as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must

report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- B.5 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by a non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- B.6 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- B.7 CLEAN AIR ACT (42 U.S.C. 7401-7671q.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- B.8 ENERGY EFFICIENCY. Contractor will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.

6201).

- B.9 DEBARMENT AND SUSPENSION.** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (a) Furthermore, each of Contractor’s vendors and sub-contractors will certify that to the best of its respective knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- B.10 BYRD ANTI-LOBBYING AMENDMENT** (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- B.11 PROCUREMENT OF RECOVERED MATERIALS.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



**SERVICES AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
ROBERT HALF NEVADA STAFF, INC.
C1800127**

THIS SERVICES AGREEMENT (“Agreement”) is by and between the Southern Nevada Health District (“Health District”) and Robert Half Nevada Staff, Inc. (“Contractor”) (individually “Party” and collectively 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, Health District has a requirement for non-medical temporary staffing; and

WHEREAS, Contractor is the Las Vegas office of a national for-profit company engaged in the business of providing workers to perform professional services for clients via contract-to-hire, full-time, or on a temporary basis; and

NOW, THEREFORE in consideration of the mutual promises and conditions herein specified, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **TERM AND CONDITIONS.** This Agreement shall be effective from the last signature affixed hereto through February 28, 2020 unless sooner terminated by either Party as permitted in this Agreement. At the option of the Parties, this Agreement may be extended for up to three additional one-year terms upon issuance of an amendment signed by both Parties (“Term”).
 - 1.01 Contractor understands and agrees that Health District will utilize Contractor’s services on an as-needed basis and at the Health District’s discretion. Contractor may, without penalty, decline to accept any offered assignment.
 - 1.02 Health District has the continuing right to reasonably reject candidates proposed by Contractor in furtherance of this Agreement.
 - 1.03 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause.
 - 1.04 This Agreement may be terminated by either Party prior to the date set forth in paragraph 1, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.
 - 1.05 Notwithstanding the above 1.04 above, either Party may terminate this Agreement, effective upon written notice to the other party (the “Defaulting Party”), if the Defaulting Party:

- a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within ten business (10) days after receipt of written notice of such breach; or
- b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

1.06 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 grant funding budgeted to satisfy this Agreement is withdrawn, limited, or impaired.

2. INCORPORATED DOCUMENTS. The services to be performed and the consideration therefore shall be specifically described in the attachment to this Agreement, which is incorporated into and is specifically a part of this Agreement, as follows:

ATTACHMENT A: SCOPE OF WORK
ATTACHMENT B: PAYMENT

3. COMPENSATION. Contractor shall bill Health District and be compensated for the Assigned Staff accepted by Health District at the rate accepted by Parties. All Assigned Staff will be paid via a Purchase Order referencing this Agreement.

4. CONFIDENTIALITY.

4.01 During the Term of this Agreement, in the event and to the extent Contractor's Assigned Staff have access to information which is confidential including, but not limited to, protected health information ("PHI") as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and all regulations promulgated there under, and as they may from time to time be amended ("HIPAA"), personally identifiable information, and/or sensitive personal information, whether oral, written, or electronic, Contractor shall require that Assigned Staff shall comply with state and state federal laws and regulations regarding such information. In accordance with the terms of this Agreement, Assigned Staff have been or will be informed of and trained in the confidentiality and disclosure requirements under applicable federal and Nevada State statutes and regulations, including HIPAA.

4.02 Assigned Staff requested by Health District and referred by Contractor under this Agreement are members of the Health District's workforce solely for purposes of HIPAA and therefore may have access to PHI as provided for in the HIPAA Privacy Rule. Therefore, additional agreements are not necessary for HIPAA compliance purposes. If, however, during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that Contractor is a Business Associate, as described in the federal privacy regulations, or if the Parties otherwise

reasonably determine that Contractor will likely be so defined as a Business Associate under such federal privacy regulations, the Parties will promptly agree upon such procedures and requirements relating to handling protected health information and will ensure compliance with any applicable governmental requirements and regulations.

5. CONTRACTOR RESPONSIBILITIES:

5.01 Contractor shall be responsible for ensuring:

- a) Assigned Staff have the qualifications specified by Health District herein.
- b) Assigned Staff are legally authorized to work in the United States.
- c) Assigned Staff have passed a criminal background check as set forth herein.

Required Screenings:

To the extent permitted by applicable law, Contractor will have a third party vendor perform a seven-year criminal background investigation for the Assigned Staff for (i) all state felony convictions and pending felony charges; and (ii) state misdemeanor convictions and pending misdemeanor charges involving crimes of dishonesty or violence, in each case, in each county where the assigned individual has resided or worked within the U.S. in the last seven years as stated on his or her application with Contractor. At its own expense, Contractor will also have a third-party vendor conduct a 5-panel urine drug screen on candidates. Based on the results of the drug screen, Contractor will not place an Assigned Staff with the Health District if the drug screen reveals a substance within these parameters. If Health District requests a copy of the results of any checks conducted on Contractor's Assigned Staff, Health District agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

- d) The accuracy, completeness, and adequacy of any and all work and services performed under this Agreement and in accordance with the terms hereof. Contractor intentionally, voluntarily, and knowingly assumes the sole and entire liability (if such liability is determined to exist) to the Contractor's employees and agents, and to any individual not a part to this Agreement for all loss, damage, or injury to the extent caused by the negligent or wrongful acts of Contractor, or Contractor's employees or agents in the course of work performed under their assignment.
- e) Payment of any applicable salary and benefits, including federal, state and local taxes and fees which may become due and owing by Contractor by reason of this Agreement, including but not limited to, income taxes, assessments, and taxes.
- f) Contractor shall be responsible for securing any and all insurance coverage for Contractor and Assigned Staff which is or may be required by law during the duration of this Agreement. Contractor shall further be responsible for payment of all premiums, costs, and other liabilities associated with securing said insurance coverage. Contractor shall be required to maintain commercial general liability insurance of at least one million dollars (\$1,000,000).

- g) Contractor shall use its commercially reasonable best efforts to refer the same Assigned Staff to Health District in order to provide maximum staffing continuity.
- 5.02 Contractor shall not assign or subcontract any Contractor's duties, obligations, or interests under this Agreement without the prior written consent of the Health District. If Contractor finds it necessary to subcontract some of the work herein, and Health District consents to the subcontract, it is understood that no subcontract shall, under any circumstances, relieve the Contractor of his obligation and liability under this Agreement with Health District and all persons engaged in performing the work covered by this Agreement shall be considered employees of the Contractor.
6. STATUS OF PARTIES; INDEPENDENT CONTRACTOR. The services that Contractor provides to Health District under this Agreement will be as an independent contractor with respect to Health District. Nothing contained in this Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, between Contractor and Health District. Nothing in this Agreement or the relationship between Health District, Contractor, or Assigned Staff shall create a co-employment or joint employer relationship.
- 6.01 Contractor shall be responsible for, and shall indemnify Health District against, all taxes or contributions (including penalties and interest) for itself and any persons employed or engaged by Contractor in connection with the performance of the Services hereunder required by law or the terms of this Agreement and indemnify Health District against any claims made by or on behalf of any such employee, contracted, or otherwise engaged based on Contractor's failure or breach.
- 6.02 Contractor shall provide the services set forth on Attachment A, Scope of Work. Health District shall not control the manner or means by which Contractor or Contractor's employees or agents perform the Services subject to this Agreement and Health District's obligation to supervise Assigned Staff while providing Services to Health District. In the performance of Services hereunder, Contractor shall comply with all applicable Health District instructions regarding its policies relating to the provision of services, office conduct, health and safety, and the use of Health District facilities, supplies, information technology, equipment, networks, and other resources.
7. COOPERATION. Health District and Contractor agree to cooperate fully and to provide assistance to one another in the investigation and resolution of any complaints, claims, actions or proceedings that may be brought by or involve any Assigned Staff.
8. SUBCONTRACTING. Contractor shall not subcontract any portion of the services required by this Agreement without the prior written approval of Health District. Subcontracts, if any, shall contain a provision making them subject to all provisions in this Agreement.
9. 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 (3) 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 a 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.

10. FEDERAL AUDIT REQUIREMENTS – FOR-PROFIT ORGANIZATIONS.

10.01 Contractor, a for-profit organization, is required to have an audit if it expends a total of \$750,000 or more in federal funds under one or more Federal awards. Consistent with 2 CFR Part 200 as amended, Contractor has two options regarding the type of audit that will satisfy audit requirements:

- a) An audit made in accordance with Generally Accepted Government Auditing Standards (aka the Yellow Book), as revised; or
- b) An audit that meets the requirements contained in 2 CFR Part 200.501.

10.02 Contractor is required to have an audit, in accordance with the above audit requirements, if it expends a total of \$750,000 or more of federal awards directly or indirectly during its fiscal year. If Contractor expends total federal awards of less than \$750,000 during its fiscal year, it is exempt from federal audit requirements, but is still required to maintain auditable records of federal or state funds that supplement such awards. Records must be available for review by appropriate officials. Although an audit may not be necessary under the federal requirements, Health District audit requirements are applicable.

11. BOOKS AND RECORDS. 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 (3) years, and for five (5) 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.
12. BREACH; REMEDIES. 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.
13. WAIVER OF BREACH. 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.

14. LIMITED LIABILITY. Health District will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626. Agreement liability of both Parties shall not be subject to punitive damages.
15. FORCE MAJEURE. 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.
16. INDEMNIFICATION. Neither Party waives any right or defense to indemnification that may exist in law or equity. Each Party to this Agreement agrees to be responsible for the liabilities arising out of their own negligent conduct and the negligent conduct of their respective officers, employees, and agents, and neither party shall be liable for, or have any duty of indemnification with respect to, any negligent acts or omission of the other party.
17. NON-DISCRIMINATION. 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, gender, gender expression, 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, relating to this Agreement.
18. SEVERABILITY. 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 non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
19. ASSIGNMENT. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
20. KEY PERSONNEL. The Health District's point of contact for requesting temporary staffing from Contractor is Loni Benard, Materials Management Supervisor, unless otherwise delegated in writing by Health District. Sara Favre will be the single point of contact for Contractor, unless otherwise delegated in writing by Contractor.
21. PUBLIC RECORDS. 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.
22. PROPER AUTHORITY. 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.

23. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties and supersedes any prior contracts or agreement between the Parties regarding the subject matter hereof. This Agreement is only applicable to, and the only Robert Half Nevada Staff, Inc. division and branch obligated under this Agreement is, the Robert Half Technology division of the branch office located in Las Vegas, Nevada.
24. TIME. Contractor agrees that time is of the essence in this Agreement.
25. GOVERNING LAW. 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.
26. THIRD PARTY BENEFICIARIES. This Agreement and attachments hereto, are not intended to confer any rights to any person or entity not a party hereto.
27. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS. Health District is, and shall be, the sole and exclusive owner of all right, title and interest in and to the work product created by Assigned Staff on Health District's behalf, including all intellectual property rights therein. Contractor agrees, and will cause its Assigned Staff to agree, that with respect to any work product that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such work product is hereby deemed a "work made for hire" for Health District. To the extent that any of the work product does not constitute a "work made for hire," Contractor hereby irrevocably assigns, and shall cause Assigned Staff to irrevocably assign to Health District, without additional consideration, all right, title and interest in and to the work product, including all intellectual property rights therein. Contractor shall cause Assigned Staff to irrevocably waive, to the extent permitted by applicable Law, all claims Assigned Staff may now or hereafter have with respect to the work product.
28. NOTICES. 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 280 S. Decatur Blvd Las Vegas, NV 89107 | Robert Half Nevada Staff, Inc. Sara Favre Office Team Staffing Manager 3993 Howard Hughes Parkway, Suite 300 Las Vegas, NV 89169 |
|--|---|
29. AMENDMENTS. 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.
30. NON-EXCLUSIVITY. This Agreement is non-exclusive, and both Parties remain free to enter into similar agreements with third parties. During the term of this Agreement, Contractor may perform services for any other clients, persons, or companies as Contractor sees fit, so long as the performance of such services does not interfere with Contractor's

performance of obligations under this Agreement, and do not, in the opinion of Health District, create a conflict of interest.

31. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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.

SOUTHERN NEVADA HEALTH DISTRICT

ROBERT HALF NEVADA STAFF, INC.

By: 
Andrew J. Glass, FACHE, MS
Director of Administration

By: 
Craig Kapper
District President

Date: 3/1/18

Date: 2/28/18

ATTACHMENT A SCOPE OF WORK

1. Scope of Assignment. Assigned Staff is only authorized to perform work within the scope of the assignment. Assigned Staff shall work at assigned Health District location with Health District provided equipment and will not be permitted or required to perform services remotely (e.g., on premises other than Health District's premises) or to use computer systems or equipment owned or licensed by the Assigned Staff. Health District will be responsible for supervision of Assigned Staff and will not require Assigned Staff to work outside of the scope of assignment. Assigned Staff is not authorized and will not be required by Health District, to sign contracts, statements, or binding agreements on behalf of Health District or Contractor.

Staff Assignment. Staff Assignment will be included as an attachment to a Purchase Order issued under this Agreement.

2. Parties agree that when Health District has a requirement for temporary staff, Health District will send an e-mail to Contractor's point of contact (see Paragraph 20 in the Agreement) with a description of the work to be performed, anticipated start and end date of assignment, and any other specific requirements. This request will be submitted to all Contractors under contract to provide nonmedical temporary services for the Health District. Contractor will submit one to three resumes along with fully loaded hourly rate for candidates for the position. The Health District team will review all resumes from all Contractors and select one to five candidates to interview. Once a selection has been made, all Contractors who submitted a resume will be notified if their candidate was or was not selected for the position.
3. Health District Agreement. Health District agrees it will not permit or require Assigned Staff to make any final decisions on Health District's behalf with regard to system design, software development, or acquisition of hardware or software, nor permit or require Assigned Staff to make any management decisions or to operate machinery (other than office machines) or automotive equipment.

It is understood that Health District is responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for Health District and that Contractor shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures.

Health District will provide training to Assigned Staff on any applicable requirements imposed by HIPAA or Health District's required security processes and procedures.

Health District will not permit Assigned Staff to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables.

It is understood that Health District is responsible for reporting any claim to Contractor in writing during or within ninety (90) days after the assignment. Under no circumstance will Contractor be responsible for any claim related to the assignment, including but not limited to work performed by Assigned Staff, unless such claim has been reported in writing to Contractor within ninety (90) days after termination of the respective assignment.

4. Assigned Staff Confidentiality. Assigned Staff will agree to execute any confidentiality agreement Health District may require. Health District is responsible for obtaining Assigned Staff's signature. Health District agrees to hold in confidence the social security number and other legally protected personal information of Assigned Staff and to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification, or disclosure.
5. Guarantee. If during term of Agreement, Assigned Staff is determined unsatisfactory or does not fulfill requirement, Assigned Staff will be terminated within 24 hours of notice, and Contractor agrees to replace staff within 40 hours of notice of termination. The replacement Assigned staff must be approved by Health District before starting work.
6. Payment to Contractor. Payments shall be based on approved Contractor invoices submitted in accordance with this Agreement. The sum of payments for hourly services shall not exceed allowable compensation stated in Paragraph 3 of this Agreement and no payments shall be made in excess of the maximum allowable total for this Agreement. Background checks for Assigned Staff will be conducted and paid for by Contractor. To the extent permitted by applicable law, Contractor will have its third party vendor: (1) perform a seven-year criminal background investigation for (i) all state felony convictions and pending felony charges and (ii) state misdemeanor convictions and pending misdemeanor charges, in each case, in each county where Assigned Staff has resided or worked within the U.S. in the last seven years as stated on his or her application with Contractor; and (2) conduct a 5-panel urine drug screen for Assigned Staff. If Health District requests a copy of the results of the foregoing checks or screenings conducted on Assigned Staff, Health District agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.
7. Payment Schedule. Contractor will confirm the Assigned Staff's name, job title, bill rate, and start date in writing upon commencement of the assignment. Assigned Staff will submit either an electronic time record or a time sheet, along with daily activity log for verification and approval at the end of each week. Health District approval will indicate acknowledgement of the assigned work completed. Contractor pays Assigned Staff on a weekly basis and will bill Health District monthly for actual hours worked. Health District will pay undisputed amounts of invoices within thirty (30) days of receipt.
8. Hiring Referred Assigned Staff. After Health District observes job performance of Assigned Staff, Health District may wish to employ this person directly. Assigned Staff represents Contractor's inventory of skilled employees and in the event they convert to Health District's employ within six (6) months after the end of their respective assignment at Health District, Health District agrees to pay a conversion fee. The conversion fee will equal a percentage of the professional's annual compensation based on total hours worked on assignment at the time of conversion as set forth in the below schedule. The conversion fee will be owed and

invoiced upon hiring of Assigned Staff, and payment is due upon receipt of invoice. The same calculation will be used if Assigned Staff is converted on a part-time basis using the full-time equivalent salary.

| Hours worked | Conversion % of Annual Base Salary |
|---------------------|---|
| 0-170 | 25% |
| 171-340 | 20% |
| 341-510 | 15% |
| 511-680 | 10% |
| 681-850 | 7% |
| 851-1020 | 5% |
| 1021+ | 0% |

8. Health District shall not be liable for interest charges on late payments.
9. In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved.

**ATTACHMENT B
PAYMENT**

Payment to Contractor:

- a. Payments shall be based on approved Contractor invoices submitted in accordance with this Agreement. The sum of payments shall not exceed allowable compensation stated in Paragraph 3 of this Agreement and no payments shall be made in excess of the maximum allowable total for this Agreement.
- b. Budget. Temporary staffing requirements will be accepted and awarded via a purchase order to this Agreement. Hourly rate will vary per position and per candidate. Temporary staffing position, along with temporary staff first and last name, hourly rate, and period of performance will be included in Purchase Order for selected candidate.

Average pricing for the following categories is for informational purposes only. Actual hourly rate will vary by candidate. Contractor agrees to provide hourly rate with each resume submitted to Health District for consideration of required position.

| Temporary Job Category | Average Fully Loaded Hourly Rate |
|--------------------------|----------------------------------|
| Accounting Technician | \$31.13 |
| Accountant I | \$34.59 |
| Accountant II | \$43.23 |
| Administrative Aide | \$27.67 |
| Administrative Secretary | \$38.05 |
| Contract Administrator | \$60.53 |
| IT Systems Administrator | \$100.00 |
| Legal Secretary | \$43.23 |
| Payroll Clerk | \$29.40 |
| Procurement Clerk | \$31.13 |
| Purchasing Agent | \$31.13 |

- c. Contractor may not bill more frequently than monthly for the duration of the project. Contractor will submit a monthly invoice which details costs incurred and work accomplished in accordance with Attachment A: Scope of Work.
 - i. Backup documentation (including, but not limited to invoices, original air travel receipts, hotel receipts, other receipts, reports, or any other documentation requested by Health District) is required and shall be maintained by Contractor in accordance with cost principles applicable to this Agreement.
 - ii. Contractor invoices shall be signed by the Contractor's official representative, and shall include a statement certifying that the invoice is a true and accurate billing.
 - iii. Cost principles contained in OMB 2 CFR 200, Subpart E shall be used as criteria in the determination of allowable costs.
- d. Health District shall not be liable for interest charges on late payments.
- e. In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved.



SERVICES AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
MANPOWER, INC. OF SOUTHERN NEVADA
C2000005

THIS SERVICES AGREEMENT ("Agreement") is by and between the Southern Nevada Health District ("Health District") and Manpower, Inc. of Southern Nevada ("Contractor") (individually "Party" and collectively "Parties").

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

WHEREAS, Health District has ongoing requirements for non-medical temporary staffing; and

WHEREAS, Contractor is a for-profit company engaged in the business of providing workers to perform professional services for clients via contract-to-hire, full-time, or on a temporary basis ("Services"), and has multiple offices located in Las Vegas, Nevada; and

WHEREAS, Contractor represents it possesses the professional expertise and customer service capabilities necessary to provide Services, and has a sufficient pool of qualified administrative, warehouse, janitorial, and skilled labor workers to support Health District's requirements for temporary employees to perform hourly services in specific roles ("Assigned Staff"); 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.

NOW, THEREFORE in consideration of the mutual promises and covenants herein exchanged, and for other good and valuable consideration, the Parties agree as follows:

- 1) **TERM AND TERMINATION.** This Agreement shall be effective from the date of the last signature affixed hereto through July 31, 2024 unless sooner terminated by either Party as permitted in this Agreement.
 - 1.01 Contractor understands and agrees that Health District will utilize Contractor's services on an as-needed basis and at the Health District's discretion. Contractor may, without penalty, decline to accept any offered assignment.
 - 1.02 Health District has the continuing right to reasonably reject candidates proposed by Contractor in furtherance of this Agreement.

- 1.03 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause.
- 1.04 This Agreement may be terminated by either Party prior to the date set forth in paragraph 1, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.
- 1.05 Notwithstanding the above Subsection 1.04, either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party:
- a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within ten (10) business days after receipt of written notice of such breach; or
 - b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- 1.06 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 grant funding budgeted to satisfy this Agreement is withdrawn, limited, or impaired.
- 2) **INCORPORATED DOCUMENTS.** The Services to be performed and the consideration therefore shall be specifically described in the attachments to this Agreement, which are expressly incorporated into, and are specifically a part of this Agreement, as follows:
- ATTACHMENT A: SCOPE OF WORK
 - ATTACHMENT B: PAYMENT
 - ATTACHMENT C: GRANT-RELATED REQUIREMENTS
- 3) **COMPENSATION.** Contractor shall bill Health District and be compensated for the Assigned Staff accepted by Health District at the rate accepted by Parties. A Purchase Order referencing this Agreement will be issued to Contractor for all Assigned Staff, and the terms and conditions of this Agreement will apply to each Purchase Order. If Health District intends to compensate Contractor for Services using federal funds, Health District will inform Contractor of same via Purchase Order, and Contractor will comply with the requirements of Attachment C, Grant-Related Requirements as applicable.
- 4) **CONFIDENTIALITY.**
- 4.01 During the Term of this Agreement, in the event and to the extent Contractor's Assigned Staff have access to information which is confidential including, but not

limited to, protected health information ("PHI") as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and all regulations promulgated there under, and as they may from time to time be amended ("HIPAA"), personally identifiable information, and/or sensitive personal information, whether oral, written, or electronic, Contractor shall require that Assigned Staff shall comply with state and state federal laws and regulations regarding such information. In accordance with the terms of this Agreement, Assigned Staff have been or will be informed of and trained in the confidentiality and disclosure requirements under applicable federal and Nevada State statutes and regulations, including HIPAA.

- 4.02 Assigned Staff requested by Health District and referred by Contractor under this Agreement are members of the Health District's workforce solely for purposes of HIPAA and therefore may have access to PHI as provided for in the HIPAA Privacy Rule. Therefore, additional agreements are not necessary for HIPAA compliance purposes. If, however, during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that Contractor is a Business Associate, as described in the federal privacy regulations, or if the Parties otherwise reasonably determine that Contractor will likely be so defined as a Business Associate under such federal privacy regulations, the Parties will promptly agree upon such procedures and requirements relating to handling protected health information and will ensure compliance with any applicable governmental requirements and regulations.

5) **CONTRACTOR RESPONSIBILITIES:**

5.01 Contractor shall be responsible for ensuring:

- a) Assigned Staff have the qualifications specified by Health District herein.
- b) Assigned Staff are legally authorized to work in the United States.
- c) Assigned Staff have passed a criminal background check as set forth herein.

Required Screenings:

To the extent permitted by applicable law, Contractor will have a third party vendor perform a seven-year criminal background investigation for the Assigned Staff for (i) all state felony convictions and pending felony charges; and (ii) state misdemeanor convictions and pending misdemeanor charges involving crimes of dishonesty or violence, in each case, in each county where the assigned individual has resided or worked within the U.S. in the last seven years as stated on his or her application with Contractor. Pursuant to Attachment B, Payment, Contractor will also have a third-party vendor conduct a 5-panel urine drug screen on candidates. Based on the results of the drug screen, Contractor will not place an Assigned Staff with the Health District if the drug screen reveals a substance within these parameters. If Health District requests a copy of the results of any

checks conducted on Contractor's Assigned Staff, Health District agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

- d) The accuracy, completeness, and adequacy of any and all work and services performed under this Agreement and in accordance with the terms hereof. Contractor intentionally, voluntarily, and knowingly assumes the sole and entire liability (if such liability is determined to exist) to the Contractor's employees and agents, and to any individual not a part to this Agreement for all loss, damage, or injury to the extent caused by the negligent or wrongful acts of Contractor, or Contractor's employees or agents in the course of work performed under their assignment.
- e) Payment of any applicable salary and benefits, including federal, state and local taxes and fees which may become due and owing by Contractor by reason of this Agreement, including but not limited to, income taxes, assessments, and taxes.
- f) Contractor shall be responsible for securing any and all insurance coverage for Contractor and Assigned Staff which is or may be required by law during the duration of this Agreement. Contractor shall further be responsible for payment of all premiums, costs, and other liabilities associated with securing said insurance coverage. Contractor shall be required to maintain commercial general liability insurance of at least one million dollars (\$1,000,000).
- g) Contractor shall use its commercially reasonable best efforts to refer the same Assigned Staff to Health District in order to provide maximum staffing continuity.

5.02 Contractor shall not assign or subcontract any Contractor's duties, obligations, or interests under this Agreement without the prior written consent of the Health District. If Contractor finds it necessary to subcontract some of the work herein, and Health District consents to the subcontract, it is understood that no subcontract shall, under any circumstances, relieve the Contractor of his obligation and liability under this Agreement with Health District and all persons engaged in performing the work covered by this Agreement shall be considered employees of the Contractor.

- 6) **STATUS OF PARTIES; INDEPENDENT CONTRACTOR.** 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. Nothing contained in this Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, between Contractor and Health District. Nothing in this Agreement or the relationship between Health District, Contractor, or Assigned Staff shall create a co-employment or joint employer relationship.

6.01 Contractor shall be responsible for, and shall indemnify Health District against, all taxes or contributions (including penalties and interest) for itself and any persons employed or engaged by Contractor in connection with the performance of the Services hereunder required by law or the terms of this Agreement and indemnify

Health District against any claims made by or on behalf of any such employee, contracted, or otherwise engaged based on Contractor's failure or breach.

- 1.01 Contractor shall provide the Services set forth on Attachment A, Scope of Work. Excepting Health District's obligation to supervise Assigned Staff while performing hourly services for Health District, Health District shall not control the manner or means by which Contractor or Contractor's employees or agents perform the Services subject to this Agreement. In the performance of Services hereunder, Contractor shall comply with all applicable Health District instructions regarding its policies relating to the provision of services, office conduct, health and safety, and the use of Health District facilities, supplies, information technology, equipment, networks, and other resources.
- 7) **MUTUAL COOPERATION.** Health District and Contractor agree to cooperate fully in furtherance of this Agreement, and to provide assistance to one another in the investigation and resolution of any complaints, claims, actions or proceedings that may be brought by or involve any Assigned Staff.
 - 7.01 The Parties shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.
- 8) **SUBCONTRACTING.** Contractor shall not subcontract any portion of the services required by this Agreement without the prior written approval of Health District. Subcontracts, if any, shall contain a provision making them subject to all provisions in this Agreement.
- 9) **FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF ADVERSE FINDINGS.** Health District may, at its discretion, and during Contractor's regular business hours, conduct a fiscal monitoring of Contractor at any time during the term of the Agreement. Whenever practicable, Contractor will be notified in writing at least two (2) weeks prior to the visit, outlining documents that must be available prior to Health District's visit. In the event a regulatory body requests access to Contractor records for fiscal monitoring, Health District will provide as much advance written notice to Contractor as is reasonably possible. 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 respond to Adverse Findings in writing to address any area(s) of disagreement. Health District shall review disagreement issues, supporting documentation and files, and forward a decision to the Contractor in writing.
- 10) **FEDERAL AUDIT REQUIREMENTS – FOR-PROFIT ORGANIZATIONS.**
 - 10.01 Contractor, a for-profit organization, is required to have an audit if it expends a total of \$750,000 or more in federal funds under one or more Federal awards. Consistent with 2 CFR Part 200 as amended, Contractor has two options regarding the type of audit that will satisfy audit requirements:
 - a) An audit made in accordance with Generally Accepted Government Auditing

Standards (aka the Yellow Book), as revised; or

- b) An audit that meets the requirements contained in 2 CFR Part 200.501.
 - c) Contractor is required to have an audit, in accordance with the above audit requirements, if it expends a total of \$750,000 or more of federal awards directly or indirectly during its fiscal year. If Contractor expends total federal awards of less than \$750,000 during its fiscal year, it is exempt from federal audit requirements, but is still required to maintain auditable records of federal or state funds that supplement such awards. Records must be available for review by appropriate officials. Although an audit may not be necessary under the federal requirements, Health District audit requirements are applicable.
- 11) **BOOKS AND RECORDS**. 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 in accordance with its respective Records Retention Policy, or at least a minimum of five (5) years after final financial and narrative reports are submitted to the Division of Public and Behavioral Health; whichever is longer. 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/or judicial proceedings which may ensue.

Health District shall, at all reasonable times, have access to Contractor's records, calculations, presentations and reports for inspection and reproduction.

- 12) **STATEMENT OF ELIGIBILITY**. Each Party acknowledges to the best of its respective knowledge, information, and belief, and to the extent required by law, neither it nor any of its employees/contractors is/are: i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a).
- 13) **BREACH; REMEDIES**. 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.
- 14) **WAIVER OF BREACH**. 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.
- 15) **LIMITED LIABILITY**. Health District will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. To the extent applicable, actual agreement damages for

any breach shall be limited by NRS 353.260 and NRS 354.626. Agreement liability of both Parties shall not be subject to punitive damages.

- 16) **FORCE MAJEURE**. 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, act of terrorism, 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.
- 17) **INDEMNIFICATION**. Neither Party waives any right or defense to indemnification that may exist in law or equity. Each Party to this Agreement agrees to be responsible for the liabilities arising out of their own negligent conduct and the negligent conduct of their respective officers, employees, and agents, and neither party shall be liable for, or have any duty of indemnification with respect to, any negligent acts or omission of the other party.
- 18) **USE OF NAME AND LOGO**. Contractor may not use the Health District's name, mark, logo, design or other Health District symbol for any purpose without the Health District's prior written consent. Contractor agrees that Health District, in its sole discretion, may impose restrictions on the use of its name and/or logo. Health District retains the right to terminate, with or without cause, Contractor's right to use the Health District's name and/or logo.
- 19) **NON-DISCRIMINATION**. 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, gender, gender expression, 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, relating to this Agreement.
- 20) **SEVERABILITY**. 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 non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
- 21) **ASSIGNMENT**. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
- 22) **KEY PERSONNEL**. The Health District's point of contact for requesting temporary staffing from Contractor is Adriana Alvarez, unless otherwise delegated in writing by Health District. Yorbanna Sanchez will be the single point of contact for Contractor, unless otherwise delegated in writing by Contractor.
- 23) **PUBLIC RECORDS**. 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.

- 24) **PROPER AUTHORITY.** 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.
- 25) **ENTIRE AGREEMENT.** This Agreement, including all Attachments hereto, constitutes the entire Agreement between the Parties and supersedes any prior contracts or agreement between the Parties regarding the subject matter hereof.
- 26) **TIME.** Contractor agrees that time is of the essence in this Agreement.
- 27) **GOVERNING LAW.** 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.
- 28) **THIRD PARTY BENEFICIARIES.** This Agreement and attachments hereto, are not intended to confer any rights to any person or entity not a party hereto.
- 29) **OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS.** Health District is, and shall be, the sole and exclusive owner of all right, title and interest in and to the work product created by Assigned Staff on Health District's behalf, including all intellectual property rights therein. Contractor agrees, and will cause its Assigned Staff to agree, that with respect to any work product that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such work product is hereby deemed a "work made for hire" for Health District. To the extent that any of the work product does not constitute a "work made for hire," Contractor hereby irrevocably assigns, and shall cause Assigned Staff to irrevocably assign to Health District, without additional consideration, all right, title and interest in and to the work product, including all intellectual property rights therein. Contractor shall cause Assigned Staff to irrevocably waive, to the extent permitted by applicable Law, all claims Assigned Staff may now or hereafter have with respect to the work product.
- 30) **NOTICES.** All notices permitted or required under this Agreement shall be made by personal delivery, overnight delivery, or via U.S. certified mail, return receipt requested, to the other Party at its address as set forth below:

| | |
|--|--|
| Southern Nevada Health District Legal Department Contract Administrator 280 S. Decatur Blvd Las Vegas, NV 89107 | Manpower, Inc. of Southern Nevada Yorbanna Sanchez Branch Manager 2535 W. Cheyenne Avenue, Ste. 107 North Las Vegas, NV 89032 |
|--|--|
- 31) **AMENDMENTS.** 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.

- 32) NON-EXCLUSIVITY. This Agreement is non-exclusive, and both Parties remain free to enter into similar agreements with third parties. During the term of this Agreement, Contractor may perform services for any other clients, persons, or companies as Contractor sees fit, so long as the performance of such services does not interfere with Contractor's performance of obligations under this Agreement, and do not, in the opinion of Health District, create a conflict of interest.
- 33) COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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.

SOUTHERN NEVADA HEALTH DISTRICT

MANPOWER, INC. OF SOUTHERN NEVADA

By: 

Ernest Blazzard
Financial Services Manager

By: 

Yorbanna Sanchez
Branch Manager

Date: 8/9/19

Date: 8/7/19

**ATTACHMENT A
SCOPE OF WORK**

- A. **Scope of Assignment ("SOA").** Assigned Staff is only authorized to perform work detailed within the SOA. Assigned Staff shall work at assigned Health District location with Health District provided equipment and will not be permitted or required to perform services remotely (e.g., on premises other than Health District's premises) or to use computer systems or equipment owned or licensed by the Assigned Staff. Health District will be responsible for supervision of Assigned Staff and will not require Assigned Staff to work outside of the SOA. Assigned Staff is not authorized and will not be required by Health District, to sign contracts, statements, or binding agreements on behalf of Health District or Contractor.
 - A.1 **SOA Details for Assigned Staff.** Each Purchase Order issued to Contractor for confirmation of Assigned Staff will include SOA details as an attachment to the Purchase Order. Each Purchase Order issued to Contractor for confirmation of Assigned Staff specifically references this Agreement C2000005.
- B. **The Parties agree that when Health District has a requirement for temporary staff,** Health District will send an e-mail to Contractor's point of contact (see Section 22 of the Agreement) with a description of the work to be performed, anticipated start and end date of assignment, and any other specific requirements. This request will be submitted to all suppliers under contract to provide non-medical temporary services for the Health District. Contractor will submit one to three resumes along with fully loaded hourly rate for candidates for the position. Health District's ad-hoc selection team will review all resumes from all suppliers, and select one to five candidates to interview. Once a selection has been made, each participating supplier will be notified as to the selection status of each candidate.
- C. **Health District Agreement.** Health District agrees it will not permit or require Assigned Staff to make any final decisions on Health District's behalf with regard to system design, software development, or acquisition of hardware or software, nor permit or require Assigned Staff to make any management decisions or to operate machinery (other than office machines) or automotive equipment.
- D. **It is understood that Health District is responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for Health District and that Contractor shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures.**
- E. **Health District will provide training to Assigned Staff on any applicable requirements imposed by HIPAA or Health District's required security processes and procedures.**
- F. **Health District will not permit Assigned Staff to sign, endorse, wire, transport or otherwise**

convey cash, securities, checks, or any negotiable instruments or valuables.

- G. It is understood that Health District is responsible for reporting any claim to Contractor in writing during or within ninety (90) days after the assignment. Under no circumstance will Contractor be responsible for any claim related to the assignment, including but not limited to work performed by Assigned Staff, unless such claim has been reported in writing to Contractor within ninety (90) days after termination of the respective assignment.
- H. **Assigned Staff Confidentiality.** Contractor agrees to ensure Assigned Staff execute any confidentiality agreement Health District may require. Health District is responsible for obtaining Assigned Staff's signature. Health District agrees to hold in confidence the social security number and other legally protected personal information of Assigned Staff and to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification, or disclosure.
- I. **Guarantee.** If during term of Agreement, Assigned Staff is determined unsatisfactory or does not fulfill requirement, Assigned Staff will be terminated within 24 hours of notice, and Contractor agrees to replace staff within 40 hours of notice of termination. The replacement Assigned Staff must be approved by Health District before starting work.

**ATTACHMENT B
PAYMENT**

A. **Payment to Contractor.** Payments shall be based on approved Contractor invoices submitted in accordance with this Agreement.

A.1 **Budget.** Successful temporary staffing candidates will be accepted via a Purchase Order issued under this Agreement as described in Attachment A, Scope of Work. Hourly rate will vary per position and per candidate. Assignment SOA, along with Assigned Staff first and last name, hourly rate, period of performance, and hourly rate of pay will be included in Purchase Order for selected candidate.

(a) **Hourly Pay Rates** for the following categories will vary according to candidate skills, qualifications, and experience. Contractor agrees to provide the hourly pay rate a candidate will receive if selected with each resume submitted to Health District for consideration. Hourly Pay Rate Multipliers for calculation of Hourly Billing Rates will be applied as appropriate to determine fully loaded bill rates:

| Temporary Job Category | Hourly Pay Rate Multiplier for Calculation of Hourly Billing Rate |
|-----------------------------------|--|
| Clerical-Administrative Staff | 1.48 |
| Industrial-Warehouse | 1.52 |
| Industrial-Janitorial | 1.52 |
| Heavy Industrial-Forklift Drivers | 1.55 |
| Heavy Industrial-Skilled Labor | 1.55 |

B. **Background checks for Assigned Staff** will be conducted by Contractor, and billed to Health District for reimbursement at cost. To the extent permitted by applicable law, Contractor will have its third party vendor: (1) perform a seven-year criminal background investigation for (i) all state felony convictions and pending felony charges and (ii) state misdemeanor convictions and pending misdemeanor charges, in each case, in each county where Assigned Staff has resided or worked within the U.S. in the last seven years as stated on his or her application with Contractor; and (2) conduct a 5-panel urine drug screen for Assigned Staff.

B.1 Health District will not be responsible for payment of background checks or drug screenings conducted on candidates prior to the date of selection by Health District.

B.2 Health District will not be responsible for payment of background checks or drug screenings conducted on selected candidates with failed results.

C. Health District will be provided a copy of the results of the foregoing checks or screenings conducted on Assigned Staff.

- D. **Payment Schedule.** Contractor will confirm the Assigned Staff's name, job title, bill rate, and start date in writing upon commencement of the assignment. Assigned Staff will submit either an electronic time record or a time sheet, along with daily activity log for verification and approval at the end of each week. Health District approval will indicate acknowledgement of the assigned work completed. Contractor pays Assigned Staff on a weekly basis and will bill Health District monthly for actual hours worked. Health District will pay undisputed amounts of invoices within thirty (30) days of receipt.
- E. Contractor may not bill more frequently than monthly for the duration of the project. Contractor will submit a monthly invoice which details costs incurred and work accomplished in accordance with each applicable Purchase Order SOA.
- (a) Backup documentation (including, but not limited to invoices and original receipts, reports, or any other documentation requested by Health District) is required and shall be maintained by Contractor in accordance with cost principles applicable to this Agreement.
 - (b) Contractor invoices shall be signed by the Contractor's official representative, and shall include a statement certifying that the invoice is a true and accurate billing.
 - (c) Cost principles contained in OMB 2 CFR 200, Subpart E shall be used as criteria in the determination of allowable costs.
- F. **Hiring Referred Assigned Staff.** After Health District observes job performance of Assigned Staff, Health District may wish to employ a person directly. Assigned Staff represents Contractor's inventory of skilled employees. During the term of this Agreement, in the event an Assigned Staff converts to Health District's direct employ within 12 months after the last day worked on Assignment, Health District agrees to pay a conversion fee to Contractor in accordance with the following fee schedule:

| Time on Assignment | Conversion % of Annual Base Salary |
|---------------------------|--|
| 0 to 240 hours | Permanent Placement Fee (18% of Annualized Compensation) |
| 241 to 482 hours | 12% of Annualized Compensation |
| 483 to 719 hours | \$6% of Annualized Compensation |
| 720+ hours | \$500 conversion fee |

- F.1 The conversion fee will be owed and invoiced upon hiring of Assigned Staff, and payment is due upon receipt of invoice. The same calculation will be used if Assigned Staff is converted on a part-time basis using the full-time equivalent salary.
- G. Health District shall not be liable for interest charges on late payments.

- H. In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held.

**ATTACHMENT C
GRANT RELATED REQUIREMENTS**

- A. COMPLIANCE WITH CONTRACT PROVISIONS.** In the event that Contractor is compensated for Services provided with federal funds as detailed in Section 3, Compensation, of this Agreement, Contractor agrees to comply with applicable provisions in accordance with 2 CFR Part 200 Appendix II to Part 200—Contract Provisions for non-Federal Entity. These provisions include, but may not be limited to, the following:
- A.1 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).**
Where applicable, all contracts awarded by a non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- A.2 CLEAN AIR ACT (42 U.S.C. 7401-7671q.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), as amended—**Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- A.3 ENERGY EFFICIENCY.** Contractor will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- A.4 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)—**Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded by Health District to its funding agency, and will be forwarded from tier-to-tier up as appropriate, up to the Federal award.

A.5 CONTRACTING WITH SMALL AND MINORITY-OWNED BUSINESSES. In accordance with §200.321 "Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms," if subcontracts are to be let, Contractor agrees to take the affirmative steps such as those listed in paragraphs (a) through (e) of this section.

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.