

**SOLICITATION FOR CONTINUING SERVICES
CS #16-488
TEMPORARY LABOR – NURSING
EMPLOYEE HEALTH SERVICES**

INTRODUCTION

Polk County, a political subdivision of the State of Florida, seeks the submittal of information from vendors interested in providing nursing services (Registered Nurses) for Polk County. Vendors must submit a certificate of insurance and a copy of a Polk County Local Business Tax Receipt (f/k/a Business License) with the required information. Insurance and license information must be provided prior to commencement of services. All vendors submitting the required information shall have an opportunity to participate.

SCOPE OF WORK

Vendor will provide "as needed" nursing services for the Polk County Risk Management Employee Health Services. Polk County will only reimburse vendor(s) at the rates listed in the rate schedule attached. All vendors must comply with the rates listed in this schedule or be subject to removal from the list of awarded vendors.

TERM

This is an on-going service and will be reviewed at least annually.

SUBMITTAL OF RESPONSES

Interested parties are invited to submit their responses to the Procurement Division. The requested information may be mailed, delivered, faxed, or emailed to:

**Polk County Procurement
Division 330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Tel: (863) 534-6757
Fax: (863) 534-6789
Attn: Tammy G. Spearman, CPPO, CPPB
Email: tammywinton-spearman@polk-county.net**

SUBMITTAL SHEET

(Please circle)

We are able to provide **RNs** for **Risk Management – Employee Health Services** per specifications

Yes No

I agree to abide by all conditions of this Continuing Service and certify that I have read and understand the Continuing Services process. I have completed and submitted all Continuing Services submittal forms, and I am authorized to sign this Continuing Service for the provider.

Vendor must submit the following:

- **Submittal Sheet**
- **Certificate of Insurance**
- **Copy of Polk County Business Tax Receipt**
- **Affidavit Certification Immigration Laws**

FIRM NAME: _____

CONTACT _____

NAME: TITLE: _____

SIGNATURE: _____

FIRM _____

ADDRESS: _____

EMAIL _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

GENERAL CONDITIONS

INDEMNIFICATION

The firm shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, their agents, elected officials and employees from and against all claims, actions, liabilities, loses, costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from or claims to have resulted in whole or in part from any actual or alleged act or omission of the consultant, any subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule, regulation or infringement of patent rights by the firm in the performance of the work; or liens, claims or actions made by the firm or any subcontractor or other party performing the work.

INSURANCE REQUIREMENTS

Workers' Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute. Non-construction industry sole proprietors and partners are automatically exempt by Florida Law from the provisions of Chapter 440, Florida Statutes (Workers' Compensation). The successful vendor must provide a letter stating the exemption status and number of employees.

Admitted in Florida	Yes
Employer's Liability	\$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages; Independent Contractors;

Professional Liability Insurance \$1,000,000. (medical malpractice nursing services)

The Insurance Certificates to be submitted by the vendor must include the following information. The Certificate Holder must be stated as:

**Polk County, a Political Subdivision of the State of Florida
330 W. Church St.
Bartow, Florida 33830**

The County must be named as additional insured in regards to General Liability. The policy shall contain a waiver of subrogation in favor of Polk County.

The County must be an additional named insured in regards to General Liability. Coverage must be provided by an insurer licensed to do business in the State of Florida and must be rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category.

Waiver of subrogation in favor of Polk County is required for General Liability and Worker's Compensation coverages.

Notation on the certificate reflecting the additional insured status and the waiver of subrogation or copies of the endorsements must be provided to verify requirements. "All work performed for Polk County" must be noted on the certificate.

The acceptable form of the certificate of insurance shall be the industry standard ACORD certificate.

Certificate of insurance must be submitted with response.

PUBLIC RECORD LAWS

(a) The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIASON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

REGISTERED NURSE
(Risk Management – Employee Health Services)

Must have the physical, developmental and mental ability to perform job tasks, work efforts, responsibilities and duties of the job illustrated below:

MAJOR FUNCTIONS

Responsible for the day-to-day performance of professional health assessments/physicals, for case management for employees of the Polk County Board of County Commissioners, and the Constitutional Offices. Provides Quality Assurance and Case Management functions for Employee Health Services section.

ILLUSTRATIVE DUTIES

Ensures that treatment and required screens are performed within Federal, State and Local regulations, policies, procedures and guidelines in an efficient and cost effective manner. Must perform and coordinate duties with Health Manager, staff physician, ARNP, and medical director. Manages the care of employees and coordinates with primary care physicians, specialists, and local hospitals as necessary.

Performs health assessments, pre-placement examinations, and necessary testing as required by specific job description. Responsible for maintaining a library of job descriptions, and assessing physical types based on physical requirements and occupational exposures. Responsible for reviewing employee/patient charts with the Advanced Registered Nurse Practitioner, staff Medical Doctor, and Medical Director. Must maintain the highest level of patient confidentiality. Responsible for following proper Universal Precautions and Infection Control techniques.

Responsible for maintaining and demonstrating current knowledge and operational techniques on all equipment in Employee Health Services. Responsible for maintaining and demonstrating competency in the direct patient care of Occupational Medicine and Preventive Medicine.

Responsible for following policies and procedures set by the Medical Director or staff Medical Doctor. Responsible for maintaining professional and safe department and work area in line with established safety policies and the image desired for the organization. Will be responsible for collecting samples such as urine, sputum, blood and cultures from patients to be sent to the designated laboratory for testing, under the direct orders of the ARNP, staff physician, or Medical Director. Performs routine waived laboratory tests and administers immunizations for blood pathogen programs. Performs breath alcohol testing in accordance to the guidelines set by the Federal Transit Administration. Acts as agent of the Medical Review Officer (MRO) and Medical Director, when reviewing and reporting negative or positive drug screens.

Conducts and administers First Aid training and CPR certification including AED training for designated employees throughout Polk County.

REGISTERED NURSE
(Risk Management – Employee Health Services)

ILLUSTRATIVE DUTIES (continued)

Assists with developing, interpreting and implementing health and wellness related programs. Assists with coordinating on-site health and wellness activities with other departments (provide B/P, glucose checks, Body Fat). Perform medical case management, both in person and via telephone. Assists and/or conducts training sessions related to health and wellness to County employees. May engage in public speaking activities. Will participate in new employee orientation on a rotation basis. Attends required County meetings, required in-service, and continuing education programs as required.

Acts as lead nurse for other medical staff in the clinic, assessing and reviewing patient charts for accuracy and continuity of care. Manages workflow and results reporting to the Constitutional Offices and other municipalities of interest. Inputs employee/patient information via electronic medical record, maintaining up-to-date medical history on each employee/patient. Responsible for displaying a positive patient relations attitude and for maintaining proper attendance.

Performs other related duties as required by the Division.

KNOWLEDGE, ABILITIES AND SKILLS

Considerable knowledge of nursing theory and standards, knowledge and skill in techniques of good patient care and adequate vocabulary. Considerable knowledge in Occupational Medicine, Emergency Medicine, and Primary Care Medicine. Considerable knowledge of Florida Drug Free Workplace Program, Federal Drug Testing Custody and Control, Agency for Healthcare Administration (AHCA) regulations and Federal and State Statutes relating to health care. Considerable knowledge of Quality Assurance policies and procedures.

Must be able to read, write, and speak the English language in an understandable manner. Must possess ability to make independent decisions when circumstances warrant such actions. Must possess good sight and hearing senses or use prosthetics that will enable these senses to function adequately so that the position requirements can be fully met. Ability to collect, organize and evaluate data and to develop logical conclusions. Ability to represent the organization in a professional manner. Ability to work harmoniously and have the leadership qualities to act as a role model to health team members. Ability to add, subtract, multiply, and divide all units of measure. Ability to communicate effectively in writing. Must possess excellent customer services skills. Must have ability to use personal computer and related software.

REGISTERED NURSE
(Risk Management – Employee Health Services)

KNOWLEDGE, ABILITIES AND SKILLS (continued)

Capable of moving intermittently throughout the workday and stand on feet for long periods of time. Must be able to help lift, move, maneuver employee/patients, equipment and supplies.

Must have ability to lift, move, maneuver 20 to 50 pounds of force occasionally, and/or 10 to 25 pounds of force frequently, and/or greater than negligible up to 10 pounds of force constantly to move objects. Ability to cope with mental and emotional stresses of the job. May be exposed to infectious diseases including exposure to HIV, Tuberculosis, and Hepatitis B viruses.

Ability to maintain confidentiality of sensitive information (medical and legal), in accordance with Federal, State, and HIPAA Privacy Laws. Must have patience, tact, cheerful disposition and enthusiasm. Must be willing to work beyond normal hours when necessary.

MINIMUM QUALIFICATIONS

Must possess a current State of Florida Registered Nurse license and have at least five (5) years of hands-on experience in either Occupational Medicine and/or Primary Care in a clinical health setting.

Must possess a valid driver's license and be able to secure a valid Florida driver's license at the time of employment.

No comparable amount of training and experience may be substituted for the RN license or the hands-on nursing experience.

SPECIAL REQUIREMENTS

Must be able to provide own transportation and PIP insurance to perform services on-site as assigned. Must be able to work at various locations throughout Polk County.

When circumstances warrant, such as a time of impending or declared disaster (i.e. hurricanes, tornados, flooding, etc.), the person filling this position will be expected to be available to participate in the Polk County Emergency Management Plan. This responsibility includes, providing staffing coverage for the care and wellbeing of County employees only. The Emergency Management duties may require the employee to be away from their home and family for designated shifts.

SPECIAL PREFERENCES

Prefer applicants who are graduates of a four (4) year college or university with major course work in nursing. Prefer a minimum of 3-5 years experience in occupational medicine, disease management or wellness programs, including performing quality assurance and care management duties.

The rate listed below will apply to all vendors providing services for the Employee Health Service.

Item#	Description	Minimum Hourly Rate to Employee from Hourly Rate Paid to Vendor	Hourly Rate to Vendor
1.	RN	\$35.00/hour	\$62.00/hour

ATTACHMENT "A"
CERTIFICATION FORM
FOR
TEMPORARY EMPLOYEES

The temporary employee listed below has passed the necessary background screening (level 2 RNs) and is in possession of all necessary licenses and/or certifications according to bid documents. The work assignment has been fully explained. It is understood that the temporary position is for (length of time).

Name of Temporary Employee

Name of Firm (Vendor)

Authorized Signature

Typed Name and Title for Above

Phone and Fax Number

Date

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

SOLICITATION NO.: CS 16-488 PROJECT NAME: Temporary Labor-Nursing Employee Health Service

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature Title Date

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 20____, by

_____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration