



COMMONWEALTH HEALTHCARE CORPORATION



REQUEST FOR PROPOSAL RFP24-CHCC/GSS-011 TRASH COLLECTION SERVICES

SUBMISSION DEADLINE: APRIL 30TH, 2024

TIME:10:00AM (CHST)

INTERESTED PARTIES CAN DOWNLOAD THIS INVITATION TO BID FROM THE CHCC WEBSITE [WWW.CI-ICC. HEALTH]. ONCE AT THE SITE, NAVIGATE TO REQUEST FOR PROPOSALS TAB ON THE LEFT NAVIGATION BAR. CLICK ON THE URL FOR THIS RFP. YOU WILL BE REQUIRED TO ENTER DATA TO ALLOW US TO TRACK ALL REQUESTS FOR THIS OPPORTUNITY.

A MANDATORY PRE-PROPOSAL MEETING AND ON-SITE ASSESSMENT WILL BE HELD ON **APRIL 3RD, 2024 AT 9:00AM** AT THE CHC CONTINUING EDUCATION ROOM RIGHT BEFORE THE CAFETERIA.

THE CHCC RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSAL AND TO WAIVE ANY IMPERFECTIONS IN ANY PROPOSAL, IF TO DO SO SHALL BE IN THE INTEREST OF THE CHCC. ALL PROPOSALS SHALL BECOME THE EXCLUSIVE PROPERTY OF THE COMMONWEALTH HEALTHCARE CORPORATION.

/S/ DR. ESTHER L. MUNA
CHCC CHIEF EXECUTIVE OFFICER

/S/ CORA P. ADA
DIRECTOR OF PROCUREMENT & SUPPLY



Commonwealth Healthcare Corporation
Commonwealth of the Northern Mariana Islands
1178 Hinemlu St. Garapan, Saipan, MP 96950



REQUEST FOR PROPOSAL (RFP)

**FACILITY-GENERAL SUPPORT SERVICES (GSS)
TRASH COLLECTION SERVICES**

RFP24-CHCC/GSS-011

I. BACKGROUND INFORMATION

The Commonwealth Healthcare Corporation (CHCC), located in the Commonwealth of the Northern Mariana Islands is soliciting proposals from qualified vendors that are interested in providing trash collection services at the locations specified in Section III of this RFP. This RFP package contains the necessary information and guidelines for interested vendors to develop and submit proposals.

II. NATURE OF WORK

During the period of the agreement, the prospective contractor is expected to perform regular and timely ground maintenance services at the main CHCC facility and four (4) other locations as specified in Section III of this RFP. The prospective contractor will work under the general supervision of the Manager of General Support Services. The prospective contractor is expected to deliver the services in an efficient, trustworthy, and professional manner.

III. LOCATION OF WORK

The contractor agrees to provide all equipment and fuel necessary to perform the services and is responsible for transporting employees to and from the work locations.

The contractor is required to perform regular and timely outside ground maintenance services at the following locations:

1. Commonwealth Health Center (CHC), Lower Navy Hill;
2. CHCC Warehouse (MSO), Lower Base;
3. Bureau of Environmental Health Office at Navy Hill Hs. No. N-6, N-7, N-8 & PH Isolation Facility;
4. HIV/STD Resource & Treatment Center, Navy Hill Hs. No. N-29

IV. DETAILED SCOPE OF WORK

1. Provides three (3) common trash (garbage) containers constructed of welded ¼" (thickness) aluminum sheet with adequate framing/support and footing/legs (at least 4"). Container shall be equipped with a device to hold-open the cover while being used and cover designed to be capable of preventing access by rodent and penetration of rain water. Containers shall be equipped with a drain system to allow drainage of rain water. Two (2) containers to be located at the maintenance compound located at the south-end of Building I and one (1) to be located at the maintenance compound located on the low section west of Building II. Each container shall be at least 4' x 4' x 8' (±5 cubic yards).
2. Provides one (1) container with metal stand/framing constructed of steel or aluminum similar or same to existing container for the autoclaved waste dumper. Container is to be located at the maintenance compound located at the south-west end of Building I.
3. Provides one (1) container with enclosed sides designed/constructed to reasonably prevent wind driven rain from wetting cardboards collected for recycling. Container to be located at the maintenance compound located at the south-west end of Building I.
4. Collect, remove trash from CHC and dispose trash at the designated dumpsite (Lower Base or Marpi Landfill) twice daily: once between 07:30 a.m. and 11:00 a.m., and once between 3:00 p.m. and 4:00 p.m., Monday through Friday. Pickup and removes/empties trash containers once daily on Saturdays, Sundays and Holidays at CHC.
5. Provide trash containers of adequate size and number to other locations listed in Part III above (Location of Work and Requirements). Material Management Office (MSO) shall be provided with at least one (1) 4 cubic yard container.
6. Pickup and dispose trash from the CHCC Warehouse (MSO) at the designated dump site between 3:00 p.m. to 4:00 p.m. once (1x) a week (Tuesday and Friday).
7. Pickup and dispose of trash from other locations every Tuesday and Friday of each week, or as needed. (Refer to part III. – Location of Work and Requirements).
8. Submits monthly service report with the monthly billing invoice to the Manager of General Support Services.
9. Contractor shall be responsible to conduct monthly inspection of trash collection sites (and containers) to ensure that containers are maintained in good physical condition.
10. Trash holding areas shall be maintained free of trash/debris and faulty order.
11. Contractor shall sanitize trash containers located at CHC location with detergent/germicidal solution once every month.
12. Contractor must collect trash before a tropical storm and/or typhoon.
13. Contractor may be called upon for trash collection as the need arise.

V. MANDATORY EQUIPMENT REQUIREMENT

The contractor shall be responsible to secure a compactor truck to be used for collecting trash from the listed location in Section III above. No flatbed truck or other vehicles not specifically designed for trash collection shall be used for the purpose of performing duties and responsibilities listed in the RFP.

VI. INFORMATION AND FORMAT REQUIRED IN THE PROPOSAL

All proposals submitted by the prospective vendors must contain the following information:

1. Brief history and description of the company (including the date the company was founded and date of operation in the CNMI.)
2. Statement of company's capabilities and experience.
3. Proposed fee per annum broken down by location of work (refer to Section III).
4. Provide a list of a minimum of three (3) references (arrange references from most recent projects).
5. Provide a listing of Board of Directors or Officers and number of employees in the last three years.
6. Listing and type of equipment to be used in this project.
7. The name of the authorized personnel to negotiate the proposal and contract (should also be the contact personnel.)
8. Provide a valid copy of a CNMI Business License. (Receipt Copy is not acceptable)
9. CNMI Revenue Tax Clearance (EWTR and BGRT)
10. Insurance coverage for the contractor and property liability insurance of at least \$100,000.00.
11. Copy of Company's Financial Statement
12. Other information that maybe helpful to the evaluation team.

ADDITIONAL REQUIREMENTS:

1. If the Contractor is going to utilize non-resident workers for this contract, it must be prepared to strictly adhere to all CNMI Labor and Immigration laws. The Corporation strongly recommends that the Contractor familiarize itself with the Department of Labor and Immigration requirements in order to respond to this RFP appropriately. The CNMI has stringent rules and regulations regarding the recruitment and hiring of non-resident workers. It shall be the responsibility of the Contractor to comply with the laws, rules, and regulations affecting non-resident worker hiring.
2. The Contractor shall be required to provide I-797A proof of CW-1 Status of employees assigned to CHCC and secure the necessary labor and immigration permits and comply with all CNMI Labor and Immigration laws and requirements, and shall, in no way, obligate the CHCC for any expenses associated with these costs.
Contractor will be required to submit employees valid CW-1 permit to GSS Manager Mr. Tom Palacios of the employees assigned and any changes in staffing, Contractor must

communicate changes of staffing to GSS Manager and provide all the required documentation as proof of compliance to this requirement.

3. The Contractor shall ensure that all its employees assigned to CHCC are of good moral character. Contractor shall provide a copy of an original Police Clearance of its employees to the Manager of General Support Services prior to their assignment to CHCC.
4. **The Contractor shall be responsible in providing in-service training of all its employees on OSHA/NIOSH (National Institute of Occupational Safety and Health) standards and requirements.**
5. The Contractor's employees shall comply with the CHCC's Alcohol and Drug Free Workplace policy, marked as **Exhibit A** and shall undergo and pass an Alcohol and Drug Free Test prior to their assignment at CHC. CHCC shall not be billed separately for the cost of the tests. Contractor shall have its employees tested for alcohol and drug abuse annually and a report submitted to the Manager of General Support Services.
6. Contractor is required to do drug tests and remove any employee found positive.
7. The Contractor shall be responsible for filing On-the-Job Injury Report and Claim of its employees incurred during their assignment at CHC with the regulatory agencies and/or insurance companies. The Contractor shall provide a copy of the On-the-Job Injury Report to the Manager of General Support Services, within 3 days of the date of injury. The Contractor is required to follow the CHC reporting protocol for On-the-Job Injury with possible exposure of any type of contamination, such as needle stick. The Contractor is responsible for any cost associated with any On-the-Job Injury of its employees.
8. The Contractor's employees assigned to CHC must be free from communicable diseases and therefore, must undergo a yearly physical examination that must include immunization for Hepatitis B (HBV), as required by OSHA standards (3128). **The Contractor shall be responsible for the cost associated with this requirement. The Contractor shall provide the Manager of General Support Services a copy of the result of physical examination and immunization record of the employees prior to their assignment to CHCC.**
9. The Contractor shall be responsible for their employees Insurance such as Workmen's Compensation.
10. Contract must adhere to CHCC NO SMOKING Policy – marked as Exhibit B

CHCC reserve the right to request for additional information or documents that it may consider necessary and relevant to assist it in evaluating a proposal.

VII. GENERAL AND ADMINISTRATIVE INFORMATION

a. **Posting of Proposal**

Interested parties can download this Request for Proposal (RFP) from the CHCC Website [www.chcc.health]. Once at the site, navigate to the RFP tab on the left navigation bar. Click on the URL for this **RFP24-CHCC/GSS-011 TRASH COLLECTION SERVICES**. You will be required to enter the date to allow us to track all requests for this opportunity.

b. **Pre-proposal meeting**

The Commonwealth Healthcare Corporation (CHCC) will hold a mandatory pre-proposal meeting on **April 3rd, 2024 at 9:00AM CHST** at the Commonwealth Health Center Continuing Education Room located by the cafeteria for all interested parties to raise questions and concerns prior to the submission date of this RFP. After the pre-proposal meeting, the CHCC will allow all interested parties to conduct an on-site assessment of the Facility. The meeting should not be viewed as a substitute for any written information requested in this RFP. Failure to attend will automatically disqualify the proposer.

For assessments outside of the main Hospital Facility, proposer may coordinate with GSS-Office thru Mr. Tom Palacios or with Ms. Carmelina Taitano.

c. **General Provision**

Until the selection process is completed, the content of the proposal will be held in strictest confidence and no details of any proposal will be discussed outside the Evaluation Team created by the Corporation. This RFP does not constitute an offer and does not obligate the Corporation in any way. The Corporation reserves the right to reject any or all proposals for any reason and waive any defect in said proposals, negotiate with any qualified offers, or cancel in part or its entirety this RFP, if it is in the best interest of the Corporation.

CHCC will enter a contract with the successful vendor for an **initial 2-year contract** pursuant to the terms of the standard government independent contract. Additional terms and conditions will be attached as exhibits to the standard independent contract as applicable.

d. Place, Date, and Time of Submission

Proposers shall submit proposals and all supporting documents to **Corazon P. Ada, Director, CHCC Division of Procurement and Supply, procurement@chcc.health** no later than: **1000hrs (10am) Chamorro Standard Time on April 30th, 2024.**

Please note submission instructions:

- All submissions must include the **RFP24-CHCC/GSS-011 TRASH COLLECTION SERVICES** and Project Title in the email subject.
- All documents must be submitted in Adobe PDF Format.
- All pages of your proposal must include the RFP/ITB # and Project Title in the header, plus page number in the footer.

Proposers may opt to submit out (3) three hard copies in addition to the original proposal (4 in total) to the CHCC Division of Procurement and Supply, CHCC Main Office, Saipan.

Failure to follow the instructions regarding the submission of RFP/ITB responses may result in the CHCC's choice to disqualify such proposals.

e. Cost of Preparation

All costs incurred by the vendor in preparing a response to this RFP and subsequent inquiries shall be borne by the vendor. All proposals and accompanying documentation will become the property of CHCC and will not be returned. The Commonwealth Healthcare Corporation reserves the right to reject any or all bids for any reason and to waive any defects in said bid, if in its sole opinion, to do so would be in the best interest of CHCC.

f. Other information that may be helpful to the evaluation team.

CHCC reserves the right to request for additional information or documents that it may consider necessary and relevant to assist it in evaluating a proposal.

g. Questions, Clarification, or Inquiries:

All questions or requests for clarification must be made in writing through email until close of business **April 22nd, 2024.** No oral comment, response, answer, or direction from other CHCC Personnel is binding unless also furnished in writing to all prospective bidders by the CHCC's Procurement Director in the form of an amendment to the RFP.

Email all inquiries to:

Thomas Palacios
Manager, General Support Services
Commonwealth Health Center
tom.palacios@chcc.health
P.O. Box 500409
Saipan, MP 96950
Telephone No. 234-8950 Ext. 2700

Cc:

Carmelina Taitano
Administrative Asst.
carm.taitano@chcc.health
General Support Services (GSS)
670-234-8950 ext 2704

and

Cora P. Ada
Procurement Director
P.O. Box 500409
Saipan MP 96950
Cora.ada@chcc.health
Tel. #234-8950 ext. 3561

h. Assurances of our Contract Agreement

Contractor certifies compliance with CMS QSO-22-07 Guidance for the Interim Final Rule-Medicare and Medicaid Programs; Omnibus Covid-19 Healthcare Staff Vaccination. This rule establishes requirements regarding COVID-19 vaccine immunization of staff among Medicare- and Medicaid-certified Providers and Suppliers. Proposers MUST fill out the attached COVID-19 Compliance Form marked as **“Exhibit C”**.

VIII. EVALUATION CRITERIA

Award will be made to the proposer whose proposal is most advantageous to the Corporation considering the evaluation factors set forth below.

a. Technical Criteria

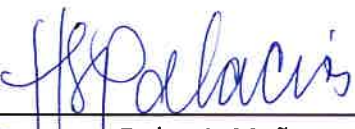
1. 50% Experience in similar or related projects
2. 25% Demonstrate understanding and ability to meet requirements
3. 25% Cost

b. Cost Criteria

Price is also a factor for consideration and price will be evaluated in comparison with the overall merit of the proposals. Technical merit is more important than price and the Corporation reserves the right to award the contract other than the lowest priced proposal. As proposals become more equal in technical merit, the importance of price will increase.

IX. SELECTION PROCESS

Proposals submitted will be evaluated and selection will be made based on the evaluation criteria mentioned in Section VIII. Upon selection, the successful Contractor will be advised to negotiate their fees with CHCC. Should the negotiation fail to result in an agreement, CHCC reserves the right to cancel the negotiation and select the next Contractor based upon the Evaluation Results. If the contract is not agreed to with any of the responsible Contractors, the RFP will be cancelled and re-advertised pursuant to §140-80.1-210 Competitive Sealed Proposals.

Approved By:  Date: 3.27.24
Esther L. Muña
Chief Executive Officer, Phd, FACHE, MHA

Approved By:  Date: 3.28.24
Cora P. Ada
Director of Procurement & Supply

Commonwealth of the Northern Mariana Islands

Commonwealth Healthcare Corporation

Commonwealth Health Center

OPERATING POLICY

CATEGORY: **Administration**

CODE: **3007**

SUBJECT: **Tobacco Products, Electronic Cigarettes and
Betelnut Use**

Effective: **11/2013**

Revised: **06/2015**

RESPONSIBLE DEPARTMENT/DESIGNEE: **General Support Services**

PAGE: **1 of 5**

I. PURPOSE:

- 1) To promote and maintain a clean, sanitary, healthy, smoke-free, vape-free, betelnut-free, and tobacco-free environment on all Commonwealth Healthcare Corporation (CHCC) facilities and off-sites clinics and facilities.
- 2) To demonstrate a posture consistent with the Corporation's commitment to the promotion of health, and the prevention and healing of disease.
- 3) To ensure compliance with Public Law 16-46 (Smoke-free Air Act of 2008).
- 4) To establish procedures and requirements to be adhered to when patients, vendors, personnel and visitors choose to chew betelnut and/or use tobacco or electronic cigarette products within the hospital and other Division of Public Health facilities.
- 5) To uphold and respect the rights of others to a clean and healthy environment.

II. FINDINGS:

- 1) Indisputable scientific evidence links tobacco use to increased risk of cancer, heart disease, lung disease and diabetes.
- 2) Exposure to second-hand tobacco smoke greatly increases the risk of pulmonary and cardiovascular diseases and cancer. Non-smokers exposed to second-hand smoke are also exposed to a 25-30% increased risk of heart disease and lung cancer, among other health complications.
- 3) Although betelnut chewing is a culturally accepted practice, habitual use of betelnut, with or without tobacco, has been associated with a number of long-term adverse health effects, including, but not limited to: specific oral effects, including oral precancer, oral cancer and other types of cancer, heart and respiratory effects, diabetes mellitus, poor pregnancy outcomes, mental illness, addiction and toxic effects.

- 4) The spitting of excess saliva as a result of betelnut chewing can also provide a significant vehicle for communicable diseases, such as tuberculosis, hepatitis, and pneumonia, among others; therefore, betelnut use can also adversely affect non-users.
- 5) The stained expectoration from betelnut use creates an unsightly and unsanitary condition which is unsuitable for our hospital environment and CHCC as a whole.

III. LAWS AND REGULATIONS:

Although there are neither laws nor regulations restricting the chewing of betelnut (with or without tobacco), and while the CNMI Constitution may provide protection against such legislative restriction because of its heritage and is a culturally adopted and acceptable practice in the Commonwealth and other Micronesian Islands, the Division of Public Health and Bureau of Environmental Services, as provided in 1 CMC Volume 21 Number 1, Section 2603 (a) (b), is authorized to establish policies and regulations to:

1. Maintain and improve health and sanitary conditions; and,
2. Minimize and control communicable disease.

Therefore, by the authority provided by laws(s) (PL 1-8) of the Commonwealth, the Division of Public Health hereby establishes the policy within the premises of the Division of Public Health. Public Law 16-46, "Smoke-free Air Act of 2008" prohibits smoking in certain facilities. Additionally, PL16-46, the "Smoke Free Air Act of 2008", prohibits smoking in healthcare facilities and government buildings, among other places.

The "Smoke-free Act of 2008" also allows an owner, operation manager or other person in control to declare the entire establishment, facility or outdoor area as a nonsmoking place.

IV. POLICY:

It is the policy of the CHCC to promote the health and well-being of patients and personnel within the Commonwealth Healthcare Corporation (CHCC) and its off-site clinics and facilities. The CHCC is a smoke, vape, tobacco and betelnut-free facility. **NO SMOKING, VAPING, TOBACCO or BETELNUT IN ANY FORM** is permitted on or within any of the CHCC premises, including off-site clinics and facilities of the CHCC.

V. APPLICABILITY:

This policy shall be applicable to all patients, visitors and personnel of the CHCC in all

Departments, Units, Sections, Divisions, Outreach Clinics and other Department facilities outside the Commonwealth Healthcare Corporation.

VI. RESPONSIBILITY:

1. All CHCC employees are responsible for adhering to and enforcing this policy. Personnel shall be responsible for reporting any person(s) who is witness to be chewing betelnut, vaping or using tobacco.
2. Department Administrators and Division Directors are responsible for ensuring that personnel within their department/division adhere to this tobacco, smoke, vape and betelnut-free policy.
3. Unit Managers and Supervisors are responsible for ensuring that all employees under their supervision adhere to this policy.
4. Security is responsible for enforcing this tobacco, smoke, vape, and betelnut-free policy and for reporting (via Form No. CHC 62-0513) any incidence to the Facility Manager for recommendations and/or implementation of corrective actions.
5. Maintenance Department is responsible for ensuring that adequate signage of "NO SMOKING", "NO VAPING and "NO BETELNUT CHEWING" is posted throughout the facility, as appropriate.

VII. ADMINISTRATIVE PROCEDURES:

1. Any CHCC staff who does not comply with the requirements of this policy will be reported to his/her immediate supervisor for counseling and administrative (including disciplinary actions) procedures, as applicable through the Personnel Service System Rules & Regulations.
2. Any patient or visitor who has been informed of the prohibition on tobacco, electronic cigarette, or betelnut use within the Commonwealth Healthcare Corporation who continuously refuses to cooperate and adhere to the provisions of this policy will be advised of such violation and consequences that may follow.

VIII. CONSEQUENCES FOR CONTINUED VIOLATION OF POLICY REQUIREMENTS:

1. In the event that a visitor refuses to comply with the requirements of this policy, he/she may be escorted out of the facility and be denied access until such that he/his she has agreed to comply with the requirements of the policy.
2. In the event that a patient is not compliant with the requirements of this policy, he/she will be advised that he/she is prohibited from betelnut, electronic cigarette, and tobacco use for the remainder of his/her stay as a patient of the Commonwealth Health Center. The Next of Kin shall be called and advised of the

event that has occurred and the administrative penalty (consequence) that has been imposed on the patient.


3. The Nurse Supervisor may waive the penalty imposed against a patient at the request and recommendation of the Unit Manager provided that the patient has demonstrated his/her willingness to adhere to the requirements of this policy.
4. Any visitor or patient who becomes aggressive, abusive, or demonstrates hostility in any way will be advised that violence is not tolerated in the Commonwealth Healthcare Corporation. If a peaceful intervention cannot be reached by a Crisis Management-trained staff member, the police may be called if he/she continues.
5. In the event that a person becomes violent when informed of the requirements of this policy and police assistance has been obtained without a peaceful resolution, personnel (preferably the higher ranking staff) should seek advice from the CHCC Legal Counsel through the Hospital Administrator and a temporary restraining order from the CHCC may be issued against the individual who is potentially violent.

IX. PROCEDURES:

All CHCC staff members, management and ALL visitors to any of the CHCC grounds, CHC, Community Guidance Center (CGC), Bureau of Environmental Health (BEH), Women Infant and Children (WIC) Office, HIV/STD Office, Material Supply Office (MSO), Children's Development Assistance Center (CDAC), Kagman Community Health Center (KCHC), Rota and Tinian Health Centers and all Navy Hill CHCC Offices, will be made aware that there are **NO DESIGNATED SMOKING, ELECTRONIC CIGARETTE OR BETELNUT USE AREAS.** No tobacco, electronic cigarette, or betelnut use is permitted in the doorways, parking lots, or grassy/tree areas around the CHC grounds and all other CHCC off-site facilities.

To learn more about quitting, please call the Tobacco Quitline at 323-QUIT for more information.

REVIEWED AND APPROVED BY:



Manager, General Support Services, Thomas Palacios

2/20/15
Date



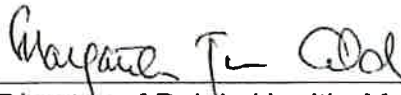
Manager, Human Resources, Clarinda Ngirausui

6/3/15
Date




Director of Nursing, Leslie Camacho

6/5/15
Date



Director of Public Health, Margarita Torres-Aldan

6/8/15
Date



Director of Community Guidance Center, Reyna Saures

6/10/2015
Date



Hospital Administrator, Jesse Tudela

6/11/15
Date



Chief Executive Officer, Esther L. Muna

6/12/15
Date

**Reviewed Last
(Date & Initial)**

§ 140-90.1-801 Basis for the Policy

The Commonwealth Healthcare Corporation (CHCC) is committed to protecting the safety, health and well-being of its employees and of all people who come into contact with its workplace(s) and property and/or use its services. Drugs and alcohol pose a direct and significant threat to our goal. An employee who uses drugs and alcohol and then goes to work at CHCC puts his or her life in danger and threatens the lives of co-workers and of the public. Drugs and alcohol do not allow us to reach our full potential. Drug and alcohol abuse prohibits us from having a safe and efficient workplace.

Modified, 1 CMC § 3806(a).

History: Amdts Adopted 39 Com. Reg. 39218 (Feb. 28, 2017); Amdts Proposed 38 Com. Reg. 39037 (Nov. 29, 2016).

§ 140-90.1-805 Rules of a Drug-Free Workplace

(a) **Application.** This policy applies equally and without exception to all Commonwealth Healthcare Corporation HR Office no matter what position or employment status, including all management employees, contract employees and part-time employees.

(b) **Prohibitions.**

(1) The Commonwealth Healthcare Corporation prohibits the use, possession, sale, conveyance, distribution or manufacture of illegal drugs, intoxicants or controlled substance in any amount or manner while engaged in work or work-related activities or in any pay status. In addition, the Commonwealth Healthcare Corporation strictly prohibits the abuse of prescription drugs.

(2) Drugs and alcohol are strictly prohibited from CHCC vehicles.

(3) Employees may not accept from anyone (an employee, boss, customer, friend, relative, etc.) any drugs or alcohol, or money to purchase illegal drugs during working hours or while the employee is operating or riding in a CHCC vehicle.

(4) Employees who are on “stand by” are prohibited from drugs or alcohol usage. Do not come to work under the influence of drugs or alcohol.

(5) Refusing to submit to drug testing as provided for in this policy is a violation of work rules. Refusal to submit means the employee:

(i) Makes a verbal declination after being given a clear and specific order to submit to urine and/or breath testing.

(ii) Fails to provide adequate breath for testing or does not produce a urine specimen without valid medical explanation after he or she has received notice of the requirement to be tested.

(iii) Engages in conduct that clearly obstructs the collection process.

(6) Refusing to submit to treatment, or to meet the requirements of the treatment program, is a violation of this policy.

(7) An employee adversely affected in his or her use of any legally obtained drugs (prescription or non-prescription drugs) cannot be allowed to perform a safety sensitive job (as described in Section III, A, 1). Prior to commencing work, each employee must report immediately to his or her supervisor/manager the use of any prescription drug which may affect performance or that contains a cautionary label regarding the operation of equipment or vehicles.

(c) Consequences of Conduct in Violation of Policy. The Corporation recognizes the need to offer treatment to employees with substance abuse problems. However, CHCC will not accept employee conduct that interferes with the Corporation's goal of having a drug and alcohol free workplace. Therefore any employee who:

- (1) Refuses to submit to a drug or alcohol test authorized by this policy,
- (2) Refuses to participate in, meet program requirements and complete a CHCC approved drug or alcohol treatment program, or
- (3) Uses a prohibited substance (verified by a "positive" drug or alcohol test) after having been referred previously to an approved drug or alcohol program because of a positive drug or alcohol test or an admission of substance abuse will be terminated under the applicable HR Office procedures.

Modified, 1 CMC § 3806(a).

History: Amdts Adopted 39 Com. Reg. 39218 (Feb. 28, 2017); Amdts Proposed 38 Com. Reg. 39037 (Nov. 29, 2016).

§ 140-90.1-810 Drug and Alcohol Testing

(a) The Commonwealth Healthcare Corporation asserts its legal right and prerogative to test employees for substance abuse. Employees may be asked to submit to medical examination and/or to submit urine and/or breath to be tested for drugs or alcohol.

(b) Basis for Testing. To ensure the safety of both CHCC's employees and the public, employees will be required to undergo drug and/or alcohol testing under the following circumstances:

- (1) Employees who perform a safety-sensitive function or whose work exposes others to risk will be tested when hired and randomly thereafter. Safety-sensitive function means performing work involving hazardous tasks directly affecting the safety of others.
- (2) For the purposes of this policy listed on Attachment A are included but not limited to those designated as safety-sensitive.
- (3) Any employee may be tested for cause following an accident.
- (4) All employees will be subject to drug/alcohol testing if there is reasonable suspicion to believe the employee may be under the influence of some drug or alcohol. Reasonable suspicion for drug/alcohol testing means specific, articulated observations concerning the appearance, behavior, speech or body odors of the employee. In other words, a reasonable suspicion decision consists of specific facts, circumstances, physical evidence, physical signs and symptoms or a pattern of performance and/or behavior that would cause a trained supervisor to reasonably conclude an employee may have engaged in on the job drug or drug/substance including alcohol.

(c) Referral. An employee who tests positive for any prohibited substance will be referred to treatment. Referral to treatment will be confidential with the exception of those management HR Office necessary for the implementation of this policy. Refusal to accept treatment, or a second positive test are grounds for adverse employment action. Employees are allowed the opportunity for rehabilitation under the following conditions.

- (1) Voluntary self-referrals by the employee, prior to any type of incident or accident/incident or notification of random testing.

TITLE 140: COMMONWEALTH HEALTHCARE CORPORATION

- (2) Management intervention/referral prior to any incident or accident/incident. Employees who are referred as part of a supervisory performance counseling or intervention based on admitted substance abuse problems are assured of confidentiality. Only those in the chain of responsibility may be aware of a referral/treatment request.
- (3) Positive test referrals If any employee tests positive for the presence of alcohol or prohibited drugs, they shall be referred to a substance abuse professional for assessment and will be required to fulfill specified steps of treatment before being considered ready for evaluation for return to duty to any position at CHCC.
- (d) Return to Duty. An employee, either referred by CHCC or self-referred, having previously tested positive for drugs or alcohol or voluntarily acknowledged being under the influence of drugs at any time or alcohol while on duty, will not be allowed to return to work until the employee:
- (1) Successfully completes a program of treatment; and
 - (2) Tests negative for covered substances and is evaluated and released for duty by a substance abuse professional or a doctor; or
 - (3) Is released by a substance abuse professional (if the referred was alcohol related).
- (e) Any employee, returning to duty after drug or alcohol treatment, may be subject to unannounced drug or alcohol tests for up to 60 months after returning to work.

Modified, 1 CMC § 3806(a).

History: Amdts Adopted 39 Com. Reg. 39218 (Feb. 28, 2017); Amdts Proposed 38 Com. Reg. 39037 (Nov. 29, 2016).



COVID COMPLIANCE

This applies to Bidders/Proposers

(Attachment C)

Compliance Requirements. COVID-19 PROOF OF VACCINATION

Pursuant to CMS QSO-22-07 Guidance for the Interim Final Rule – Medicare and Medicaid Programs; Omnibus Covid-19 Healthcare Staff Vaccination – this rule establishes requirements regarding COVID-19 vaccine immunization of staff among Medicare and Medicaid certified Providers and “Suppliers and Vendors”.

Contractor Certification and Signature:

The undersigned certifies that it gives its assurances to comply with the foregoing provisions and its representations are accurate, complete and current.

(Signature)

Date: _____

(Typed or Printed Name)

(Title)