

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AWARD

TO:	DATE ISSUED:	August 29, 2017
Gateway Health Professionals, LLC	AGREEMENT NO:	18-032-2-R
8002 Discovery Drive, Suite 218	AGREEMENT TITLE:	'Temporary Medical Worker Services'
Henrico, Virginia 23229		

THIS IS A NOTICE OF A CONTRACT AWARD AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS

The contract term covered by this Notice of Award is effective August 29, 2017 thru June 30, 2019. This is the first term of a five year contract with the option of five additional 12 month options to renew through 2022.

The contract documents consist of the terms and conditions of Agreement No. 18-032-2-R, the Commonwealth of Virginia Division of Purchases and Supply Contract Award #MA E194-75647, and MA E194-75647-MA2336, including any exhibits or attachments.

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Cheryl Pretlow	TELEPHONE NO.:	(804) 767-4050
	EMAIL ADDRESS:	cpretlow@gatewayhealthpros.com
COUNTY CONTACT: Ifiok Ibanga	TELEPHONE NO.:	(703) 228-5583
	EMAIL ADDRESS:	libanga@arlingtonva.us

CONTRACT AUTHORIZATION

AUTHORIZED SIGNATURE:

Name: Vanessa Moorehead
Title: Procurement Officer

Date: 8/29/17

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 18-032-2-R

THIS RIDER AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Gateway Health Professionals, LLC, 8002 Discovery Drive, Suite 218, Henrico, Virginia 23229, ("Contractor"), a Virginia corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity (ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Attachment A (Non-Disclosure Data Security Agreement- Individual), Attachment B (Arlington County Required Insurance Checklist), Attachment C (Commonwealth of Virginia Division of Purchases and Supply Contract Award #MA E194-75647 to Gateway Health Professionals, LLC) Attachment D (Gateway Health Professionals contract #MA E194-75647-MA2336 for Temporary Medical Worker Services), together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by the Commonwealth of Virginia Division of Purchases and Supply and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Commonwealth of Virginia Division of Purchases and Supply, and substituting the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for the phrase Commonwealth of Virginia Division of Purchases and Supply wherever that phrase [those phrases] appear(s) in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and/or services for the County ("Work") shall commence on the date of execution and shall be completed no later than June 30, 2019 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may authorize continued operations of the Contractor under the same contract unit prices for not more than three (3) additional twelve (12) month periods from July 1, 2019 to June 30, 2022 (each such period shall be referred to as a "Subsequent Contract Term").

3. CONTRACT PRICING

The County will pay the Contractor in accordance with the Commonwealth of Virginia Division of Purchases and Supply contract number MA E194-75647, Gateway Health Professionals, LLC contract number E194-75647-MA2336. If the Contractor and the County do not agree on a contract amount for a Subsequent Contract Term using the procedure set forth above by the thirtieth (30th) calendar day prior to the final day of the Initial Contract Term or any Subsequent Contract Term, the County may in its sole discretion terminate the Contract whether or not the County has previously elected to extend the Contract's term. The contract amount/unit price that changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the parties for the duration of the next Subsequent Contract Term.

4. PAYMENT

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor, and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

5. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work") and Scope of Work (Attachment A). The primary purpose of the Work is **Temporary Medical Worker Services**.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

6. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

7. *COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

5. *NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

6. *PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract;
or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

7. *EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where

there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

8. *EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

9. *DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

10. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold

harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

11. *RELATION TO COUNTY

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

12. *DISPUTE RESOLUTION

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

13. *APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

14. *COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

15. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

16. *AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

17. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Gateway Health Professionals, LLC
Attention: Cheryl Pretlow
8002 Discovery Drive – Suite 218
Henrico, Virginia 23229

TO THE COUNTY:

Ifiok Ibanga, Project Officer
2100 Washington Blvd. – 2nd Floor
Arlington, Virginia 22204

AND

Michael E. Bevis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) County's Non-Disclosure and Data Security Agreement. The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (**Attachment A**) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
- (b) Use of Data. The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.
- (c) Data Protection. The Contractor will protect the County's Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.

- (d) **Security Requirements.** The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store County Data into hard drives must provide data-at-rest encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto laptops, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.
- (e) **Conclusion of Contract.** Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (f) **Notification of Security Incidents.** The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any unintended access to or use or disclosure of County Information.
- (g) **Subcontractors.** If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

18. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, and telephone number (703) 228-3060.

19. *ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks

or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

20. *COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

21. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below prior to the start of any Work under this Contract and upon any contract extension.

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Insurance Guides, and acceptable to the County (ATTACHMENT B).

22. REIMBURSABLE EXPENSES

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Attachment C.

23. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

GATEWAY HEALTHCARE PROFESSIONALS, LLC

AUTHORIZED
SIGNATURE: 

AUTHORIZED
SIGNATURE: 

 NAME: MICHAEL E. BEVIS
TITLE: PURCHASING AGENT

NAME AND CHERYL PRETLOW
TITLE: PROJECT MANAGER

DATE: 8/29/17

DATE: 8/18/17

ATTACHMENT A
NONDISCLOSURE AND DATA SECURITY AGREEMENT
(INDIVIDUAL)

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its

employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 18-032-2-R (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

I agree that I will maintain the privacy and security of County Information and will not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, or that otherwise affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

I agree that I will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal law/s, subjecting me and/or my employer to civil and/or criminal penalties.

I also agree that I will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person for any purpose of the Information obtained directly, or indirectly, as a result of my work on the Project. I agree to view, retrieve or access County Information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County's and my employer's access and security policies or protocols.

I agree that I will take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. I will also ensure that any device or media on which County Information is stored, even temporarily, will have strict security and access control and that I will not remove, facilitate the removal of or cause any Information to be removed from my employer's worksite or the County's physical facility without written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the Information is stored and agree to promptly return such Information upon request.

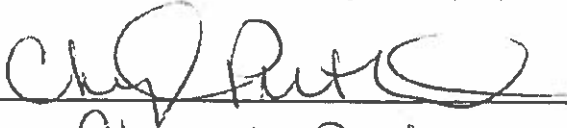
I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices ("Device") during my work on the Project without pre-approval. I will ensure that any Device connected to the County network is free of all computer viruses or running the latest version of an industry-standard virus protection program. I will also ensure that my password, if any, is robust, protected and not shared. I will not download any County Information except as authorized

by the County Project Officer and then only onto a County-approved Device. I understand that downloading onto a personally-owned Device or service, such as personal e-mail, Dropbox etc., is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. I will fully cooperate with the County to help regain possession of any County Information and to prevent its further disclosure, use or dissemination.

It is the intent of this *Non-Disclosure and Data Security Agreement* to ensure that the highest level of administrative safeguards and best practices are in place to ensure confidentiality, protection, privacy and security of County Information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *Nondisclosure and Data Security Agreement* conflicts with the underlying Main Agreement or any local, state or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

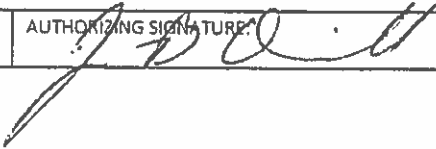
Upon completion or termination of my work on the Project, I agree to return all County Information to the County Project Officer. I understand that this agreement remains in full force and effect throughout my work on the Project and shall survive my reassignment from the Project, termination of the above referenced Project or my departure from my current employer.

Signed: 
 Printed Name: Cheryl Pretlow
 Date: 8-18-17

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT

Attachment B- INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"		
REQ'D	COVERAGES REQUIRED	LIMITS (FIGURES DENOTE MINIMUMS)
X	1. Workers' Compensation	Statutory limits of Virginia
X	2. Employer's Liability	\$100,000/accident, \$100,000/disease, \$500,000/disease policy limit
X	3. Commercial General Liability	\$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate

	4. Premises/Operations	\$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
X	5. Automobile Liability	\$1 Million BI/PD each accident, Uninsured Motorist
	6. Owned/Hired/Non-Owned Vehicles	\$1 Million BI/PD each accident, Uninsured Motorist
	7. Independent Contractors	\$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
	8. Products Liability	\$500,000 CSL BI/PD each occurrence \$1 Million annual aggregate
	9. Completed Operations	\$500,000 CSL BI/PD each occurrence \$1 Million annual aggregate
	10. Contractual Liability (Must be shown on Certificate)	\$500,000 CSL BI/PD each occurrence \$1 Million annual aggregate
	11. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate
	12. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury
	13. Per Project Aggregate	\$ _____
X	14. Professional Liability	
	a. Architects and Engineers	\$1 Million per occurrence/claim
	b. Asbestos Removal Liability Medical	\$2 Million per occurrence/claim
X	c. Medical Professional Liability	\$1 Million per occurrence/claim
	15. Miscellaneous E&O	\$1 Million per occurrence/claim
	16. Motor Carrier Act End. (MCS-90)	\$1 Million BI/PD each accident, Uninsured Motorist
	17. Motor Cargo Insurance	\$ _____
	18. Garage Liability	\$1 Million Bodily Injury, Property Damage per occurrence
	19. Garage keepers Liability	500,000 Comprehensive, \$500,000 Collision
	20. Inland Marine-Bailee's Insurance	\$ _____
	21. Moving and Rigging Floater	Endorsement to CGL
	22. Dishonesty Bond	\$ _____
	23. Builder's Risk	Provide Coverage in the full amount of contract
	24. XCU Coverage	Endorsement to CGL
	25. USL&H	Federal Statutory Limits
X	26. Carrier Rating shall be Best's Rating of A-VII or better or its equivalent	
X	27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least thirty (30) days prior to action.	
X	28. The County shall be named Additional Insured on all policies except Workers Compensation and Auto.	
X	29. Certificate of Insurance shall show Bid Number and Bid Title.	
	30. OTHER INSURANCE REQUIRED: Sexual Misconduct Reimbursement for Legal Defense Limits: \$100,000 per occurrence / \$300,000 general aggregate _____	
INSURANCE AGENT'S STATEMENT:		
I have reviewed the above requirements with the bidder named below and have advised the bidder of required coverages not provided through this agency.		
CONTRACTOR'S STATEMENT:		
If awarded the contract, I will comply with contract insurance requirements.		
CONTRACTOR NAME: Gateway Health Professionals, LLC		AUTHORIZING SIGNATURE: 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Winters-Oliver Insurance Agency, Inc. P.O. Box 278 Mechanicsville VA 23111		CONTACT NAME: Mary Ann Sisson PHONE (A/C No. Ext): (804) 746-5178 E-MAIL ADDRESS: msisson@woinsure.com FAX (A/C. No.): (804) 746-3933																						
INSURED Gateway Healthcare Professionals LLC 8002 Discovery Drive Suite 218 Henrico VA 23229		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Hiscox Inc.</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>Riverport Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hiscox Inc.		INSURER B:	Riverport Insurance Company		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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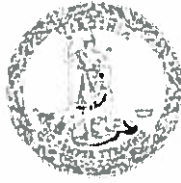
COVERAGES CERTIFICATE NUMBER: CL16101208674 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X	MEO1807964.16	9/29/2016	9/29/2017	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPOP AGG \$ GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC \$
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	MEO1807964.16	9/29/2016	9/29/2017	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	VAARP301244	3/22/2017	3/22/2018	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims-Made		MEO1807964.16 Retroactive Date: 9/29/16	9/29/2016	9/29/2017	Limit each claim 2,250,000 Aggregate Limit 6,750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Arlington County, Virginia is included as an Additional Insured as respects to General Liability when required in a written contract. Coverage is subject to the policy conditions and exclusions.

CERTIFICATE HOLDER Arlington County, Virginia 2100 Clarendon Boulevard Suite 500 Arlington, VA 22201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE M Ann Sisson/MARYAN <i>Mary Ann Sisson</i>
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**COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY
PO BOX 1199
RICHMOND, VA 23218-1199**

NOTICE OF CONTRACT AWARD

Contract MA E194-75647

Date: August 04, 2017

Name: Multiple Award (see awarded Offerors below)

Address: Multiple Award

Your Offer Dated: Per each Offeror's proposal

In Response to: RFP E194-75647, Dated August 23, 2016

To Furnish: Temporary Medical Worker Services

During the Period: July 01, 2017 through June 30, 2019

Contract MA E194-756547 is hereby accepted at prices and terms stated, subject to all conditions and requirements of the Request, advertisement, purchase specifications, and other stipulations, if any.

The request, your proposal and this notice of acceptance constitute the contract.

Ranked Order	Contractor's Name	Zones Awarded To:
1	Home Care Advantage, Inc. dba HCA Staffing	All Zones
2	Gateway Health Professionals	97, 98, 99,100, 101,102
3	Delta-T Group, Virginia, Inc.	All Zones
4	Abacus Corporation	All Zones
5	Premier Staffing Source, Inc.	All Zones
6	@WORK Personnel & Medical Services	97, 98, 101, 102, 103

Shawnda M. Brown

Shawnda M. Brown, VCO
Contract Officer
(804) 786-3858

Contract E194-75647 - Temporary Medical Worker Services - Non-Northern Virginia

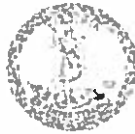
Contractors

Pay Band	Minimum Hourly Pay Rate	Maximum Hourly Pay Rate Not to Exceed	Home Care Advantage, Inc. dba HCA Staffing	Gateway Health Professionals	Delta-T Group, Virginia, Inc.	Abacus Corporation	Premier Staffing Source, Inc.
1	\$7.66	\$18.60	37%	70%	40%	36%	40%
2	\$10.01	\$23.66	37%	65%	40%	36%	40%
3	\$11.96	\$27.86	37%	60%	40%	36%	40%
4	\$15.63	\$35.75	37%	55%	40%	36%	40%
5	\$20.43	\$46.06	36%	50%	40%	36%	40%
6	\$26.68	\$59.53	36%	50%	40%	36%	40%
7	\$34.85	\$77.13	36%	40%	40%	36%	40%
8	\$45.53	\$100.12	35%	35%	40%	36%	40%

Contract E194-75647 - Temporary Medical Worker Services - Northern Virginia

Contractors

Pay Band	Minimum Hourly Pay Rate	Maximum Hourly Pay Rate Not to Exceed	Home Care Advantage, Inc.	Gateway Health Professionals	Delta-T Group, Virginia, Inc.	Abacus Corporation	Premier Staffing Source, Inc.
1	\$7.66	\$18.60	37%	70%	40%	36%	40%
2	\$10.01	\$23.66	37%	65%	40%	36%	40%
3	\$11.96	\$27.86	37%	60%	40%	36%	40%
4	\$15.63	\$35.75	37%	55%	40%	36%	40%
5	\$20.43	\$46.06	36%	50%	40%	36%	40%
6	\$26.68	\$59.53	36%	50%	40%	36%	40%
7	\$34.85	\$77.13	36%	40%	40%	36%	40%
8	\$45.53	\$100.12	35%	35%	40%	36%	40%



COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY
PO Box 1199
RICHMOND, VA 23218-1199

Notice of Contract AWARD
Contract Number E194-75647 – Contract Summary

1	DATE:	August 04, 2017
2	NIGP COMMODITY CODE: 94874	Personnel Services - Temporary Medical Worker Services
3	CONTRACT PERIOD:	July 01, 2017 through June 30, 2019
4	RENEWAL OPTIONS	Three one-year options
5	SUPERCEDES:	E194-44378
6	AUTHORIZED USERS:	See the Statement Below
7	CONTRACTOR'S eVA VENDOR ID#:	Multiple - See Page 3
8	CONTRACTOR / VENDOR	Multiple - See Page 3
9	CONTRACTOR CONTACT	Multiple - See Page 3
10	TERMS	Small Purchase Card or Net 30 Days
11	DELIVERY	As requested by the Contract User
12	F.O.B.	N/A
13	CONTRACT PRICES	See Attachment A
14	DPS CONTRACT OFFICER	Name: Shawnda M. Brown, VCO Phone: 804-786-3858 Email: Shawnda.brown@dgs.virginia.gov

COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES ARE AVAILABLE ON THE DPS WEBSITE:
www.eva.virginia.gov under the State Contracts webpage

AUTHORIZED USERS: This contract is the result of a competitive bid program and its use is Optional for all STATE AGENCIES Optional Use for other public bodies and entities authorized to use the contract by the *Code of Virginia* § 2.2-1120(D), to include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, in the purchase of any commodity listed herein.

NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343, or against a bidder or Contractor because of race, religion, color, sex national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

TABLE OF CONTENTS

SECTION	DESCRIPTION
1	CONTRACTOR INFORMATION
2	GENERAL INSTRUCTIONS & NEGOTIATED MODIFICATION (all are not included in this section)
3	ADDITIONAL INFORMATION
4	STATEMENT OF NEEDS
5	TERMS AND CONDITIONS

1. CONTRACTOR INFORMATION

(Contractors have been listed in ordering priority based upon the final evaluation scores.)

Contractor Name	Contract Number	Vendor ID#	Address	Contact Info (Name, Phone and Email)	Contact Info (Name, Phone and Email)	Contact Info (Name, Phone and Email)
Home Care Advantage Inc. dba HCA Staffing All Zones	MA2335	VS0000173054	1480 Indian Springs Rd, Suite 2 Indiana, PA 15701	Primary Contact Name: Larry Manners Title: Chief of Operations Administrator Tel: 1-844-604-7344 Email: l.manners@hcastaffing.com		Billing/Admin Name: Missy Schultz Title: Accounting Manager Tel: 1-844-604-7344 Email: m.milliken@headvantagenc.com

Contractor Name	Contract Number	Vendor ID#	Address	Contact Info (Name, Phone and Email)	Contact Info (Name, Phone and Email)	Contact Info (Name, Phone and Email)
Gateway Healthcare Professionals, LLC Zones: 97, 98, 99, 100, 101, 102	MA2336	VS0000123088	8002 Discovery Drive, Ste. 218 Henrico, VA 23229	Primary Contact Name: Cheryl Pretlow Title: Project Manager Tel: 804-767-4050 Email: cpretlow@gatewayhealthpros.com		Billing/Admin Name: Donna Hayes Title: HR Manager Tel: 804-767-4050 Email: dhayes@gatewayhealthpros.com

Contractor Name	Contract Number	Vendor ID#	Address	Contact Info (Name, Phone and Email)	Contact Info (Name, Phone and Email)	Contact Info (Name, Phone and Email)
Delta-T Group Virginia, Inc. All Zones	MA2333	VS0000052015	1952 Gallows Road, Suite 100 Vienna, VA 22182	Primary Contact: Name: Rachana Patel Title: VP Tel: 484-919-7152 Email: contractadmin@deltatg.com		Billing/Admin Name: Greg Jackson Title: Billing Manager Tel: 800-251-8501 Email: AcctRec@deltatg.com

Contractor Name	Contract Number	Vendor ID#	Address	Contact Info (Name, Phone and Email)	Contact Info (Name, Phone and Email)	Contact Info (Name, Phone and Email)
Abacus Corporation All Zones	MA2338	C9568	610 Gusryan Street Baltimore, MD 21224	Contractual Matters: Name: Michael P. Brady Title: Chief Operating Officer Abacus Corporation Tel: (410) 633-1900 ext. 224 Email: mpbrady@AbacusCorporation.com		Billing/Admin Name: Otto I. Orantes Title: Account Executive Abacus Corporation Tel: (202) 607-4964 Email: otto@AbacusCorporation.com

Contractor Name	Contract Number	Vendor ID#	Address	Contact Info (Name, Phone and Email)	Contact Info (Name, Phone and Email)	Contact Info (Name, Phone and Email)
Premier Staffing Source, Inc. All Zones	MA2332	VS00000 54060	4640 Forbes Blvd. Suite 200A Lanham MD 20706	Primary Contact Name: Mryna Cooks Title: President/CEO Tel: 302-306-0774 Email: mcooks@premierstaffingsource.com		Billing/Admin Name: Melanie Bilal-Douglas Title: Accounting Department Manager Tel: 302-306-0774 Email: mbilal@premierstaffingsource.com

Contractor Name	Contract Number	Vendor ID#	Address	Contact Info (Name, Phone and Email)	Contact Info (Name, Phone and Email)	Contact Info (Name, Phone and Email)
@ Work Personnel & Medical Services Zones: 97, 98, 101, 102, 103	MA2334	VC0000 124720	1102 South Main Street Farmville, VA 23901	Primary Contact Name: Chanda Mack Title: HR Manager Tel: 434-392-3149 Email: cmack@atworkva.com		Billing/Admin Name: Chanda Mack Title: HR Manager Tel: 434-392-3149 Email: cmack@atworkva.com

Ordering Priority and Request for Service Engagement:

Ordering Priority: Contractors have been listed in the awarded contract in Call-Priority order based on the final evaluation scores. It is this Call-priority order list that will be used by the Authorized User to place calls for temporary medical worker services. If the first listed/called Contractor cannot fill the order within the given time period the Authorized User will move to the next Contractor. And so on through the list of Contractors. The Contractor selected must be awarded in the zone for which the services will be provided (see Attachment A and Attachment C for guidance).

Abacus Corporation is the only incumbent from the previous contract (E194-44378). Contract Users desiring to keep current Temporary Service Workers from Abacus may do so. Anyone currently on assignment via contract E194-44378 may continue to work under the existing purchase order (PO) until August 31, 2017. Starting September 01, 2017, new purchase orders with the new contract number must be issued. All new Temporary Service Workers will be secured by the method in the first sentence of the previous paragraph.

All temporary employees currently on assignment with Dunson and Associates, Inc. and HealthForce of Virginia, Inc. may continue on assignment with these companies under their existing PO until August 31, 2017. However, it may be more advantageous to start transitioning these temporary employees as quickly as possible so that there is not any disruption in temporary services provided. Starting September 01, 2017, new purchase orders with the new contract number must be issued with one of the new contractors under contract number E194-75647.

2. GENERAL INSTRUCTIONS & NEGOTIATED MODIFICATIONS

1. **Ordering Method:** Unless otherwise instructed or exempted by DPS, all departments, institutions and agencies of the Commonwealth of Virginia using this contract **must order services by issuing purchase orders through eVA prior to commencement of service by the temporary worker.** The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor. If this contract is authorized for use by localities, Virginia cities, counties, town and political subdivisions, they should place all purchase orders through eVA or eVA Lite to the maximum extent possible.
2. **Ordering Priority:** Contractors will be listed in the awarded contract in Call-Priority order based on the final evaluation scores. It is this Call-priority order list that will be used by the Authorized User to place calls for temporary medical worker services. If the first listed/called Contractor cannot fill the order within the given time period the Authorized User will move to the next Contractor. And so on through the list of Contractors.
3. **Purchase Order Information:** When placing an eVA non-catalog order, each line of the requisition must be identified with the correct Contractor Name and eVA Vendor ID#. See Section 3 below for additional information on placing orders. **NOTE: All temporary medical employees must have new purchase order numbers by September 01, 2017.**
4. **Ordering Entity Acceptance:** Inspection and approval of the contractor's invoice is the responsibility of the receiving entity.
5. **Complaints:** Any complaint that is due to a violation or breach of the Contract provisions shall be reported on an official DPS "PROCUREMENT COMPLAINT FORM" (Form # DGS-41-024). To facilitate notification, this form shall be completed by the ordering entity and sent to the contract vendor, with a copy sent to DPS to the address shown on the form. Contract vendors shall also use this form to initiate complaints concerning Contract User entities. This form may be downloaded from the internet at www.eva.virginia.gov (Click on the Buyer tab, then on "Procurement Complaint Form").
6. **Changes:** Any changes whether for increases or decreases in pricing, delivery terms or additional options must be approved by the Division of Purchases and Supply in advance of issuance of the purchase order. Disputes between the Using Agency and the Contractor will be resolved in accordance with the terms of the contract and any modifications/renewals unless prior approval was granted by DPS.
7. See Additional Information below.
8. For facilities that require training, the Contractor agrees to pay their employee for training in advance. The using agency must provide an estimate of how many hours will be required and the Contractor must agree to the estimate before the temporary employee is approved for the assignment. The using agency will pay the Contractor for all training hours once the temporary employee has completed an assignment or assignments at that facility equal to 2 times the confirmed and worked training hours. The temporary employee must not miss any required days of training and must not exceed more than one (1) excused tardy arrival during training. If the temporary employee does not complete an assignment or assignments equivalent to 2 times the training hours, the Contractor will not be paid for the training hours by the using agency for this temporary employee. The temporary employee's pay will be docked by 2 hours in the event there has been an excused absence during training. There are exceptions to this rule in the event of a death in the family, illness and other unforeseen occurrences as approved by the using agency (negotiated modification).
9. The Contractor has agreed to establish a referral program uniquely for the Commonwealth of Virginia. The referral program for the Commonwealth of Virginia will state that LPNs and RNs referred to your company by your existing registered employees are incentivized by hours worked versus just being referred. For example, if your employee Jane Doe refers Sandra Doe, Jane Doe and/or Sandra Doe would only receive the established referral bonus after Sandra Doe has completed one or multiple assignments totaling a minimum of 40 hours (negotiated modification).
10. The Contractor agrees to provide the using agency a 10% discount on the hourly rate up to 40 hours for temporary employees who are referred to the Contractor who are currently on assignment with a contractor under Contract number E194-44378 whose company was not awarded a new contract resulting from RFP E194-75647-R. The reduced rate will only apply to our transition period. The transition period is from July 01, 2017 through August 29, 2017.

After the transition period, no using agency shall refer temporary employees to any of the existing Contractors and receive a reduced rate even if your company already has a program in place that allows said referral reduction (negotiated modification).

11. The Contractor agrees to confirm all temporary employees on assignment with the using agency one (1) day prior to the start of a shift and two (2) hours before the start of the shift and communicate the confirmations by email to the agency requesting the temporary worker (negotiated modification).

12. The Contractor agrees to pre-screen the temporary employee to confirm whether or not the temporary employee is registered or has been registered with one of the other Contractors within the last 180 days of the assignment date. If the temporary employee is registered with one or more of the existing Contractors, the Contractor agrees to verify their current or prior performance for previous worked assignments (negotiated modification).

13. The Contractor agrees to a 60 (Contractor)/40 (COVA) split for temporary employees who are willing to travel 50-100 miles and overnight stay for assignments with the Commonwealth of Virginia. Travel expenses include mileage and hotel. Traveling staff must not exceed five (5) consecutive days and ten (10) days total within one (1) month. Any travel beyond the five (5) consecutive and ten (10) day total tolerance will be at the expense of the temporary employee or Contractor or both per your established policy and procedures. Travel rates must comply with the Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts. These policies can be found at the following website: <http://www.doa.virginia.gov>. The current or then current policies are dictated and updated at the discretion of the Department of Accounts (negotiated modification).

Note: Not all negotiated modification items have been listed above. Please review each individual contract for all items negotiated.

3. ADDITIONAL INFORMATION

This Contract Award document contains information about how to use the contract, securing a temporary medical worker, what information the contractor needs to expedite your request, background checks, and much more. Contract Users should be familiar with the **Attachment A**. It contains the low to high pay rates per position, the Contractors' markup rate and the temporary worker's authorized hourly pay rate will make up the bill rate, and the Position Titles and Job Description documents.

****ACP ("Ariba Category Procurement") USERS and those interested in using ACP: Effective January 1, 2015, do not use ACP to request, generate a change order or enter new temporaries until you have discussed this with the Contract Officer, or received further direction.***

Ariba Category Procurement-ACP

Contract Users may requisition for temporary workers through ACP in eVA (preferred way), phone, email, or fax to the Contractor. When the Contract User uses ACP to request a temporary worker(s) the selected information shown below is *automatically* entered into your eVA requisition and purchase order. Position descriptions may be attached so the Contractor has additional information. Change orders may be issued through ACP.

If ordering other than through the eVA ACP the following Order Format must be used for all purchase orders: At a minimum, purchase orders shall be written to include the following information:

In the description field:

- (1) Zone Number for the work location,
- (2) Position Title for the temporary worker,
- (3) Start date and End date (may be anticipated dates) for the temporary worker,
- (4) Name of the temporary worker
- (5) Pay Rate and the Bill Rate shall be included in the description field.
- (6) Background Screening Fees

In the quantity field:

- (7) Total Actual Hours anticipated or the Estimated Number of hours,

Unit of measure:

Hours

Hourly bill rate:

- (8) Enter the Bill Rate in the Unit Price Field (pay rate + markup rate = hourly bill rate)

Time Cards: Electronic time cards can be set up in the ACP system if the purchase order is initiated in ACP. Temporary service workers can enter hours electronically and then supervisor electronically approves hours worked. If timekeeping is not through ACP the Contractor shall provide the temporary worker with time cards. Hours worked will be signed weekly, by the temporary worker's area supervisor, in a time period to be agreed upon between the Contract User and Contractor. This may be daily or weekly depending upon the agreement. Temporary workers will provide the area supervisor their completed signed time card; then the area supervisor shall verify hours, sign, and the area supervisor will email or fax the completed time sheet to the contractor for processing. The temporary worker shall not be responsible to email or fax the completed and approved time sheet. The temporary worker and the area supervisor shall retain a copy of the final timesheet.

Ariba Category Procurement – ACP

This eVA module provides an electronic process for collaboration between Contractors and Contract Users. It allows both parties to work through the request/resume process; result is a requisition line with all required, specific data.

For problems/questions contact your DPS account executive.

Contact eVASecurity@dgs.virginia.gov to set up each temporary worker in ACP time keeping feature

4. STATEMENT OF NEEDS

The Contractor(s) shall furnish Temporary Medical Worker Service staffing as required for the job classifications shown in **Attachment B**, – at the State Pay Rate Per Hour Band shown in **Attachment A**, as specified by each Contract User that elects to order from this contract. The Contract User and the Contractor will negotiate the pay rate of the Temporary Medical Worker within the pay range of the position's hourly Pay Rate. The pay rate, within the low and high of the pay band, will be determined based on the experience level of the Temporary Service Worker. The Contract User shall authorize any pay increase before the Contractor gives a raise to an assigned Temporary Service Worker.

Contract Users should review **Attachment B** to identify the best match for their need before placing an order.

The Commonwealth requires multiple temporary medical service worker supply contractors to address and consolidate the needs at all levels, including state, local, and education. The contractor(s) shall be responsible for providing for the many categories of temporary medical service worker services as listed on the pricing document.

A. Tasks

- 1. Services:** The contractor(s) shall provide temporary medical service workers as required for the job classifications shown in **Attachment B - Pay Band Status Position Descriptions** as specified by each Authorized User that elects to order from the Contract. The Commonwealth recognizes that the Contractor may not have all positions filled by current staffing. However, the expectation is that the contractor would have on their staff medical service workers as required by the contract; or employ their marketing tools to secure temporary medical service workers that are required by Authorized Users.
- 2. E-Procurement:** The Contractor must be registered in eVA, the Commonwealth's electronic procurement system. The Contractor shall accept orders placed by ordering agencies through the eVA system. The Contractor shall offer an electronic catalog or index page catalog for items awarded. Failure to provide such catalog may be cause for the Commonwealth to reject the offer or terminate the resulting contract for default. The format of this electronic catalog shall conform to the eVA Catalog Specifications that can be downloaded at www.eva.virginia.gov.
- 3. Geographic:** Virginia is divided into ten (10) Zones within the state and services must be provided at all locations belonging to a public entity or Authorized User within the zone(s) offered (see **Attachment C**). The Contractor must offer pricing for all positions in the zone for which they want to be considered. The Contractor may choose to offer pricing for one zone, more than one zone, or all zones. Pricing shall be in form of a percentage markup. There are two columns on the pricing sheet where the Contractor should enter a percentage markup for both columns
- 4. Objectives:** Provision of Services should minimally meet all specific objectives delineated under Statement of Needs.
- 5. Ordering Priority and Request for Service Engagement:**
Ordering Priority: Contractors will be listed in the awarded contract in Call-Priority order based on the final evaluation scores. It is this Call-priority order list that will be used by the Authorized User to place calls for temporary medical worker services. If the first listed/called Contractor cannot fill the order within the given time period the Authorized User will move to the next Contractor. And so on through the list of Contractors.

Request for Service Engagement: Each Authorized User will notify the Contractor(s) of their Agency's individual point of contact (POC), who is authorized to request temporary medical service workers. The Authorized User POC will communicate to the Contractor's designated Account Manager the position needed, the level of experience required, the desired start date and end date, hours needed per day and per week, total hours required etc. A requisition for temporary medical service workers through **Ariba Category Procurement (ACP)** in eVA (preferred way), a telephone call, email, or fax to the Contractor from the POC shall constitute a job request for service under this Contract. Following a valid job request for services, and **before** a temporary medical service worker reports for work, the Contractor shall **require and receive** a purchase order from the requesting Authorized User for each filled job request.

B. General Requirements

1. Contractor's Employees:

Work policies, procedures, and standards established by the Authorized User shall be followed by the temporary medical service worker at all times. The Contractor's employees, while on the Authorized User's premises, shall conform in all respects with regard to physical, fire and security/safety regulations. The Contractor shall be responsible for obtaining all rules, regulations, policies, etc. from the Authorized User and providing the information to the temporary medical service worker. The Contractor shall be the authorizing entity for their employee's vacations, sick leave and any other type of leave. When a temporary medical service worker's engagement concludes, the Contractor shall be responsible for any unreturned keys, ID badges, etc. If such items are not returned to the Authorized User within five (5) working days the Authorized User may send an invoice to the Contractor for the exact replacement cost. The Contractor shall pay this invoice within fourteen (14) days.

2. Transitioning Current Temporary Medical Service Workers:

Current service workers must be transitioned to a new contract within the initial 60 days following the contract(s) award date and continue providing services to the same Authorized User.

When the awarded contractor is an incumbent, the Authorized User will issue a new purchase order within 60 days of contract award if they desire to retain their current temporary medical service worker(s).

Authorized Users may refer a candidate to a Contractor for recruitment. The Authorized User will not pay a placement fee for those who are direct referrals from the Authorized Users. The Contractor agrees to provide the using agency a 10% discount on the hourly rate up to 40 hours for temporary employees who are referred to the Contractor who are currently on assignment with a contractor under Contract number E194-44378 whose company was not awarded a new contract resulting from RFP E194-75647-R. The reduced rate will only apply to our transition period. The transition period is from July 01, 2017 through August 29, 2017. After the transition period, no using agency shall refer temporary employees to any of the existing Contractors and receive a reduced rate even if your company already has a program in place that allows said referral reduction.

The current contract (E194-44378) has been extended until August 31, 2017 in order to ensure a seamless transition.

3. Account Manager:

The Contractor has provided a Point Of Contact, Account Manager/Coordinator for the services to be performed. The Account Manager will ensure that all of the Commonwealth's (and its participating Authorized Users) needs, objectives, issues and order requests are addressed and met in a prompt and effective manner in line with the Commonwealth's (and its participating Authorized Users) requirements and expectations as stated herein.

The Account Manager's basic duties should include but not be limited to serving as a coordinator and point of contact to handle and assist in all scheduling, billing, problem solving and the day to day operations of the Contract. The Account Manager should meet as requested with the participating Authorized Users and/or the Contracting Agency (DGS/DPS) at their location, when requested, to discuss all services or issues.

4. Contractor Response Time:

The Contractor shall notify the Authorized User on availability within four (4) hours after the request is made for services needed within five (5) working days following the request.

The Contractor shall notify the Authorized User on availability within two (2) days after a request is made for services needed later than five (5) working days following the request (see negotiated modification item number 11 in section 2 above).

Contractor will confirm with the Authorized User the arrival of its service worker by telephone within two hours before the scheduled arrival time (see negotiated modification item number 11 in section 2 above).

If the temporary service worker fails to appear for the job assignment or works less than three days after completion of the site specific training or orientation, the Authorized User reserves the right to refuse to pay for the temporary medical service worker's hours accumulated during the initial site-specific training or orientation (see negotiated modification item number 8 in section 2 above).

Allowable Charge: If the Authorized User has requested and arranged with the Contractor for a temporary medical service worker for a specific job, on a specific day, at a definite time, then upon arrival (s)he is informed that his/her services are not needed on that day, the Contractor could invoice the Authorized User for two hours at the billable rate to compensate the temporary medical service worker for time obligated but not worked.

5. Emergency Requirement:

In the event of an emergency requirement as stated by an Authorized User, the contacted Contractor shall make every commercially reasonable attempt to respond to the request in the Authorized User's established emergency time frame.

6. Fingerprint-Based Criminal History Checks/Drug Testing/DMV Driver License Check , Child Protective Services (CPS), TB Testing:

The Temporary Medical Service Worker's eligibility to perform services for an Authorized User is determined by the Authorized User after return of the criminal history check results and drug testing results in addition to any other tests the Authorized User has requested.

The Authorized User will not be charged for any tests included above unless the potential service worker is selected for the requested position.

Allowable Pass-through charges: The Contractor may charge back to the Authorized User only actual cost of the required tests/checks for any service worker engaged by the Authorized User.

The Contractor shall list the available types/levels of background checks, drug testing, TB testing, etc. and exact costs (no mark-up allowed) as additional information in their proposal. This cost will be entered as a line item on the Authorized User's purchase order. This cost information will be used for Contractor reimbursement.

Criminal History Check: Potential temporary medical service workers shall successfully pass a Fingerprint-based Criminal History check obtained from the FBI through the Department of State Police prior to performing services for any Authorized User.

The Authorized User POC is responsible for notifying the Contractor of the appropriate testing requirements, requesting and reviewing the results of the background check with the Contractor.

All potential service workers must have a new criminal history check each time they are engaged under a new purchase order. The Contractor's Account Manager will review the results with the Authorized Users.

Drug Testing: Potential temporary medical service workers shall successfully pass a Drug Screening test prior to performing services for any Authorized User.

The Authorized User may request the Contractor/Employer perform a drug screening test at any time during the service engagement of the temporary medical service worker.

Driver License: Temporary medical service workers required to travel/drive for the position must have a current Department of Motor Vehicles license acceptable to the Authorized User. *Note: The Contractor shall state in their proposal if they do not provide service workers for travel.*

Credit History Investigation: The Authorized User may request a credit history investigation and will specify the information investigation should include.

Child Protective Services (CPS): Temporary medical service workers required to oversee juveniles may be required to have a background check by CPS. Contractors may invoice actual cost to the Authorized User when this check is required.

***Tuberculosis:** Authorized Users may require a valid PPD or other valid tuberculosis testing prior to potential service worker's engagement and the Contractor/Employer must provide to the Authorized User a valid PPD or other valid test. **The Contractor shall be responsible for costs associated with the PPD or any other valid type of Tuberculosis testing as required by the Authorized User.**

7. **Authorized User's Selection Process:** The Contractor should submit resumes to the Authorized User for three to five candidates that possess the skill sets that meet the Authorized User needs and as stated in Attachment B. All candidates must have the appropriate licensure that will allow them to practice in Virginia. The Authorized User will review the resumes and notify the Contractor if (s)he desires to interview any of the candidates. Interviews may be conducted by phone or in person. The interview time will not be considered billable by the Contractor, and the Contractor will make the necessary arrangements with the Authorized User for the potential temporary worker(s) interview(s).

Upon award of a new contract an Authorized User may advise a new Contractor if they would like to retain any current temporary medical service workers and transition them from the expiring contract to the new contract. The Contractor must provide the Authorized User with a quote that includes the job title, duration and their contract percentage rate. Hourly pay rate may be negotiated when a transition takes place. The Authorized User must issue a new purchase order for the temporary medical service worker.

8. **Temporary Medical Service Worker Pay Rate Determination:** The Authorized User will notify the Contractor of the selected worker. The temporary service worker's hourly pay rate will be determined by the Contractor and the Authorized User through shared negotiation and Authorized User concurrence. The established hourly pay rate must be within the minimum and maximum range for the applicable position pay band range as shown in Attachment A & B. The pay rate should be determined based on the experience level of the service worker with a greater degree of experience for each position commanding a higher level of pay versus a lesser degree of experience. The Contractor shall provide the job specifics, pay rate and agency specific information to the selected temporary worker.
9. **Pay Increases For Temporary Medical Service Worker:**
Pay increases will not be granted for temporary medical service workers during the service assignment.

10. Performance Failure and Removal of a Resource:

The Authorized User will immediately report to the Contractor any temporary service worker’s performance failures or undesirable, unacceptable conduct or behavior.

Contractor shall provide a plan of action to correct such occurrences, prevent continuance, and/or provide replacements. Plan of action should include a proposed time frame for replacements.

Authorized User must report all employee performance failures or undesirable behaviors within two business work days directly to Contractor(s) Account Manager.

Termination protocol is as follows:

The Authorized User may issue a stop-work order on any of the Contractor’s assigned temporary workers.

Issue the stop-work orders directly to the Contractor’s Account Manager via email, telephone, fax or electronically.

Contractor will notify the assigned temporary service worker of the termination.

Authorized User reserves the right to: (1) retain the Contracted employee until a replacement arrives, or (2) have the Contractor’s assigned temporary worker removed from the facility immediately.

If requested by Authorized User, Contractor(s) will immediately search and direct recruitment efforts to identify a qualified replacement candidate.

Refusal of any assigned temporary medical worker shall not be based on race, color, religion, sex, sexual orientation, age, national origin, disability or political affiliation in accordance with Equal Opportunity Employment Guidelines.

11. Temporary Medical Service Worker Cost to Authorized User:

- a) **Service Worker Cost** – The specified hourly pay rate is the actual rate of pay that the Contractor shall pay the temporary service worker. The Contractor(s) shall charge the Authorized User an amount equal to the specified hourly rate of pay plus the Contractor’s percentage rate of mark-up for each Pay Band as shown on **Attachment A**.
- b) **Billed Hours Determination** – The TENTH OF AN HOUR CONVERSION CHART is what the Commonwealth uses for its own employees. The Contractor shall invoice the Authorized User for each fulfillment of temporary worker services requested by the hour or tenths of an hour per the following conversion schedule:

TENTHS OF AN HOUR CONVERSION SCHEDULE

MINUTES WORKED		REPORTING INCREMENT
FROM	TO	
0 minutes	Less than 3 minutes	Disregard
3 minutes	Less than 9 minutes	1 Tenth of Hour
9 minutes	Less than 15 minutes	2 Tenth of Hour
15 minutes	Less than 21 minutes	3 Tenth of Hour
21 minutes	Less than 27 minutes	4 Tenth of Hour
27 minutes	Less than 33 minutes	5 Tenth of Hour
33 minutes	Less than 39 minutes	6 Tenth of Hour
39 minutes	Less than 45 minutes	7 Tenth of Hour
45 minutes	Less than 51 minutes	8 Tenth of Hour
51 minutes	Less than 57 minutes	9 Tenth of Hour
57 minutes	Less than 60 minutes	One Hour

12. Time Card Usage and Ariba Category Procurement – ACP in eVA:

Authorized Users should use eVA's electronic process (ACP) for collaboration with Contractors whenever possible. It allows both parties to work through the request/resume/skills summary process; the result is a user requisition with all required data completed for the purchase order.

Using ACP to generate the requisition will allow the Authorized User to use the secure timekeeping feature in eVA ACP module. Hours worked can be entered in eVA by the assigned worker, reviewed, and approved electronically by the supervisor creating the opportunity to reduce paper work. Any changes made by the assigned worker thereafter, requires an additional supervisor approval. When the Authorized User uses ACP the Contractor shall also utilize ACP.

Paper Time Cards: If timekeeping is not accomplished through ACP the Contractor shall provide their employees with time cards. Paper time sheets shall be completed daily by the assigned worker and signed daily by the worker's supervisor. Verified time cards shall be submitted to the Contractor by the area supervisor daily or weekly depending upon the initial agreement. After the work area supervisor has verified hours worked and signed the paper timecard, the area supervisor/authorized user will email or fax the completed time sheet to the Contractor for processing. The assigned temporary medical service worker shall not email, fax or hand carry the completed, approved time sheet. The temporary service worker and the work area supervisor shall retain a copy of the signed final timesheet.

Copies of the temporary medical service worker's applicable Time Cards shall accompany each invoice for the worker's services provided.

13. Bill Rate and the Composition of Firm's Mark-up Percentage:

Bill rate is the amount the Authorized User of temporary medical staffing services is expected to pay the Contractor inclusive of the service worker's pay, plus the Contractor's markup percentage. Contractor's bill rate should include any direct and indirect cost associated with their employees, paid time off, training, vacation, sick leave, pension contributions, and/or other benefits based on the wage or salary of the employee. The bill rate should include statutory expenses, mandatory employer-paid payroll taxes, workers' compensation, unemployment insurance, employer's share of FICA and state and/or local taxes, for each of the Contractor's employees on assignment. Consideration should be given to the Contractor's overhead, profit, all applicable insurances, and any other State and Federal requirements for the Contractor's employees. The Contractor shall be responsible for any penalties assessed to the Commonwealth related to Contractor's employees. The Commonwealth is not responsible for penalties or costs that the Commonwealth may incur related to the Contractor's employees. Attention should be given to the cost of Contractor's employees Tuberculosis PPD, Authorized Users' credit card fees, eVA fees, Special Terms and Conditions SurCharge adjustment fees (VSSI), and the preparation and production of required reports. (See Reporting Requirements Section VI.)

The hourly percentage markup should be inclusive of all elements necessary to provide the temporary medical worker services. The list above may not be all inclusive of the Contractor's actual expenses.

The temporary medical service workers supplied by the Contractor(s) shall be employees of the Contractor(s) and not independent contractors. Temporary workers will not be provided employee benefits from any Authorized Users of the awarded contracts.

14. Work Hour Requirements:

- a. **Hours of Service** – Temporary medical service workers may be asked to work for 8 to 12 hour day shifts. Typical shifts in 24 hour institutions are: Days = 7 am to 3 or 3:30 pm; Evenings = 3 pm to 11 or 11:30 pm; Nights = 11 pm to 7 or 7:30 am. Some agencies do not have evening or night shifts and some have 10 or 12 hours shifts. Agencies and other Authorized Users must have flexibility in determining what work hours are best for their facility. Time frame for a workweek may be from Sunday 12:00 AM through Saturday 12:00 Midnight (what the Commonwealth uses for classified employees) or Sunday through Saturday. (A shift from Saturday 11:00 P.M through 7:00 AM Sunday would not be split on the time sheet or the invoice.)

Start time will be at the start of the normal shift of the facility through the normal shift time regardless of the day. Contractor shall work with the Authorized User to establish a schedule suitable for timekeeping and billing.

- b. **Holidays** – Holiday Work Hours will be paid as overtime and will be based on the written request for services by the Authorized User. Holidays are defined as: **New Year's Day; Memorial Day; Independence Day (July 4th); Labor Day; Thanksgiving Day; and Christmas Day** for purposes of this RFP and any Contract (s) that may result from this RFP. Holidays are overtime regardless of the number of hours the temporary medical service worker has worked in the defined work week. Overtime must be authorized in writing, in advance, by the Authorized User in order to be reimbursable. Holiday overtime pay shall be at a rate of 1.5 times the temporary medical service worker's regular hourly pay rate. **The mark-up percentage will be the same as for regular hours.**
- c. **Overtime** – Overtime shall be defined as hours worked during the period of one week (Sunday through Saturday) in excess of 40 hours per week **at the same facility**. There may be requirements for evening, weekend, and overtime work. Weekend shall not be considered overtime unless in excess of forty (40) hours for a given week. Overtime pay rate in an amount equal to 1.5 times the temporary medical service worker's regular hourly rate shall be paid for all hours worked over 40 hours in any one week. The add-on percentage will be the same as for regular hours.
- d. **Meal Periods** – Meal periods will range from 30-60 minutes and will be determined by the Authorized User. No payments will be made for meal periods unless the Authorized User requires the temporary medical service worker to remain on assignment without a break.
- e. **Shift Differential Pay** – Authorized Users will have the sole option as to whether or not they will pay a shift differential for evening, night and weekend temporary medical service work. If the Authorized User opts to pay shift differential for these instances, the amount of the differential shall be agreed upon between the Contractor and the Authorized User prior to the beginning of the engagement. The add-on percentage will be the same as for regular hours.

15. Temporary Medical Service Worker Basic Requirements:

- a. **Communication Skills** – Unless otherwise requested, all temporary medical service workers must be able to read, write, speak and comprehend the English language in accordance with the minimum requirements of the position description. Contractors that provide temporary medical service workers that are unable to read, write, speak and comprehend the English language in accordance with the Authorized User's determination will be replaced immediately upon notification. A Procurement Complaint Form may be filed in this instance.
- b. **Credentials and Licensure** – All temporary medical service workers supplied under this Contract, who are required by the Commonwealth of Virginia law, regulation, statute or standard to possess a qualification of licensure, registration, credentials or other academic, vocational, or technical certification shall possess the appropriate credentials, licensure and/or certifications prior to their temporary services placement with the Authorized User. The Contractor is required to keep the temporary medical service worker's credential file current. When requested by the Authorized User, the Contractor shall provide the requesting Authorized User a copy of the service worker's credentials and or license.

- All RN's & LPN's must have previous experience with the level of training as acceptable to Authorized Users and must have an unencumbered license.
 - All CNA's must have previous experience with the level of training as acceptable to the Authorized Users and must have an unencumbered license.
- c. **Dress and Equipment** – The temporary medical service workers sent to job assignments must be dressed appropriately and with the equipment specified by the Authorized User as being required to perform work in the labor categories covered under the Contract. This equipment may include but will not be limited to nursing uniforms or appropriate civilian clothing.
 - d. **Transportation** – It will be the responsibility of the Contractor(s) or their temporary medical service workers to provide transportation to and from the required locations where services are requested. Parking may or may not be provided and, if not, will be the responsibility of the temporary medical service workers.
 - e. **Length of Assignment** – The Contractor(s) and the Authorized User must agree, prior to assignment, on the length of the assignment which must be stated on the purchase order Unit of Measure (UOM) in “hours”. An accurate record of hours by service worker must be kept by the Contractor.
 - f. **Completion of Assignment** – Each temporary medical service worker supplied by the Contractor(s) should be available for the entire length of the assignment. If the initially supplied temporary medical service worker is unable to complete an assignment, a two-week notice is preferred.

16. Permanent Hire, Placement Fees :

The Contractor(s) shall not charge any Authorized User recruitment fees, placement fees, or finder's fees for a temporary service worker if the worker submits an application for employment with any Authorized User and is selected for employment through a competitive selection process. In this instance, the Contractor's employee shall give their employer a two week notice prior to being employed by the applicable Authorized User for a part time wage position or full-time classified position.

17. Additional Temporary Positions :

During the period of performance of the Contract, if positions are required that are not listed in Attachment B of this RFP, the DGS/DPS may specify the pay band of the required position, following the Commonwealth of Virginia Classification and compensation rules, and amend the existing Contract to add the position(s) to the Contract(s).

18. Travel Reimbursement :

The Agency Purchase Order must clearly indicate the travel authorization for these reimbursement expenses.

The authorized use of a personally owned vehicle for agency work will be reimbursed at the agency's current travel rate but not more than the rate of the CAPP Manual.

Mileage shall be calculated using the using Authorized User's internal policies and based on the usage of Google, Map Quest or equivalent monitoring methods.

The temporary service worker and the Authorized User must sign the travel expense form.

The Form and any receipts must be submitted with the Contractor's invoice for services with the travel expense as a separate line item on the invoice in order to be reimbursed by the Authorized User.

The travel reimbursement expenses submitted under this Contract shall not be subject to VaPP and eVA fees, and shall not be subject to any markup or increase of the actual dollar amounts submitted for reimbursement.

State Travel Regulations can be accessed in its entirety via the Internet at http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335-2015.pdf.

5. TERMS AND CONDITIONS

1. VENDORS MANUAL

This Contract is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.

2. APPLICABLE LAWS AND COURTS

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the Contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia, § 2.2-4366*). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

3. ANTI-DISCRIMINATION

The Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, § 2.2-4343.1E*).

In every Contract over \$10,000 the provisions in A. and B. below apply:

A. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Contractor will include the provisions of (1.) above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

4. ETHICS IN PUBLIC CONTRACTING

The Contractor certifies that the Contract has been entered into without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Contractor, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

5. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written Contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

6. DEBARMENT STATUS

Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by the original solicitation or any resulting contract. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

7. ANTITRUST

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

8. PAYMENT

A. To Prime Contractor:

1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
3. All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the *Virginia Debt Collection Act*.
5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

B. To Subcontractors:

1. Contractor is hereby obligated:
 - a. To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the Subcontractor(s) under the Contract; or
 - b. To notify the agency and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

2. The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one (1) percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in B.1.b above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime Contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from Subcontractor default) with the SWAM procurement plan. Final payment under the Contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages Contractors and Subcontractors to accept electronic and credit card payments.

9. QUALIFICATIONS OF CONTRACTOR

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the services/furnish the goods. The Commonwealth reserves the right to inspect, without advance notice, Contractor's physical facilities at any time during the initial term and any subsequent renewal periods, to satisfy questions regarding the Contractor's capabilities.

10. TESTING AND INSPECTION

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

11. ASSIGNMENT OF CONTRACT

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

12. CHANGES TO THE CONTRACT

Changes can be made to the Contract in any of the following ways:

- A. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
- B. The Purchasing Agency may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one (1) of the following methods:
 1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an

amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the Contract generally.

13. TERMINATION FOR DEFAULT

In case of default by a contractor for failure to deliver or perform in accordance with the contract specifications or terms and conditions, the Commonwealth may procure the articles or services from other sources and hold the defaulting contractor responsible for any resulting additional purchase and administrative costs. The Commonwealth will normally repurchase from the next lowest Contractor or purchase competitively by re-solicitation. If the repurchase results in increased costs to the Commonwealth, a letter will be sent to the defaulted contractor requiring payment for additional costs. When repayment is requested, the contractor will be removed from the mailing list until the repayment has occurred. However, in the case of default, contracts may be canceled at any time without the contractor's consent. The Commonwealth also reserves the right to cancel all contracts with any contractor who fails to perform for any one contract.

14. TAXES

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

15. DRUG-FREE WORKPLACE

During the performance of this Contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

16. NONDISCRIMINATION OF CONTRACTORS

A Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Contractor employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific Contract is not in its best interest. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

17. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

18. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a

domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

19. FINANCIAL WARRANTY

Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the “financial deal”) applicable to purchases under this Contract is always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, Contractor shall immediately notify the Commonwealth of the details and, at the Commonwealth’s option, sign an amendment to this Contract, so that an equivalent financial deal for the affected good(s)/service(s) is also available as an option under this Contract. Contractor may request exemption if the better financial deal was for a spot purchase, and the Commonwealth shall grant such request if the Commonwealth in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon the Commonwealth’s request (and annually), Contractor shall submit an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to the Commonwealth or others the financial terms made available to the public body, and upon request from the Commonwealth, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and the Commonwealth. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor

20. AUDIT

The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

21. USE OF CONTRACT BY THIRD PARTIES

In accordance with the Code of Virginia § 2.2-4304, entitled “Cooperative Procurement,” the intent of this Contract is to allow for such cooperative procurement to the maximum extent possible. Accordingly, any public body, or public health, public educational or public institution, or public laboratory or institution may access and use this Contract, if agreeable to Contractor and in accordance with the ordering provisions governing this Contract, together with all other Contract terms and conditions herein.

Participation in this cooperative procurement by any public body is voluntary. If agreed to by Contractor, this Contract may be used by the entities stated above to procure goods and/or services in accordance with Attachment A entitled “Pricing Matrix by Zone by Contractor”, and Attachment B entitled “Pay Bands and Position Descriptions”, attached hereto and incorporated herein.

Contractor shall notify the Commonwealth of Virginia, Division of Purchases and Supply (DPS) in writing by providing DPS a Contract Sales and Usage report for any entity placing an order(s) to use this Contract in accordance with Contract Reporting provisions, herein.

This is a master contract and no modification of the Contract is required for an Authorized User to participate. However, any Authorized User outside the Commonwealth of Virginia, but within the United States, or any territory or legal entity thereof, and Contractor shall complete a “Participating Addendum,” to be provided by DPS, prior to the use of the Contract before the Contractor shall accept any order from such an Authorized User outside of the Commonwealth, with a copy of the completed Participating Addendum provided to the Contract Officer, DPS Procurement.

Authorized Users will place their own orders directly with the Contractor and will fully and independently administer their use of this Contract to include contractual disputes, and invoicing and payments, without direct administration from DPS. Neither the Commonwealth nor DPS shall be held liable for any costs or damages by any other participating Authorized User as a result of any authorization by the Contractor to use the Contract.

Contractor hereby certifies and warrants that neither the Commonwealth nor DPS are responsible for any acts or omissions of any Authorized User, and shall not be considered in default of this Contract, no matter the circumstances.

The use of the Contract does not preclude any participating Authorized User from using other agreements or competitive processes as their needs may require.

22. AUTHORIZED REPRESENTATIVES

This Contract may be modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so denoted below, or their duly authorized designees. No modifications to this contract shall be effective unless in writing and signed by the duly authorized representative of both parties, delineated below. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

23. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

24. PROMOTIONAL DISCOUNTS

For any special or promotional sale prices, reductions, or other discounts provided to any Authorized User eligible to use this Contract, Contractor shall immediately extend and provide notification of such sale prices or discounts to the Commonwealth and all other Authorized Users during the term of the Contract. Such notice shall also advise the duration of the specific sale or discount price. The Contract Officer shall be provided notice in advance of any such promotional discount being extended to any Authorized User that is eligible to utilize this Contract.

25. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT

By their signature on this Contract, Contractor certifies and warrants that their firm, and any individual employees and/or subcontractor(s) is/are properly certified and/or licensed by the appropriate federal, state, or other regulatory authorities to provide all goods/services specified or fulfill the requirements delineated herein.

26. PRIME CONTRACTOR RESPONSIBILITIES

The Contractor shall have prime responsibility for completely and solely supervising and directing all work performed, goods provided and/or services provided under this Contract, and for all subcontractors the Contractor may utilize. Subcontractors that perform work under this Contract shall be responsible to the prime contractor. Contractor agrees that it shall be fully and solely responsible for the acts and omissions of its subcontractors and of any persons employed by them as he is for the acts and omissions of his own employees.

27. SUBCONTRACTS

No portion of the work shall be subcontracted without prior written consent of the Contract Officer. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Contract Officer the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.

28. CONTRACTOR ACCESS TO AUTHORIZED USER LOCATIONS

The Commonwealth or any Authorized User using the Contract shall grant to Contractor personnel such access to their location as may be necessary or appropriate for Contractor to perform its obligations under this Contract, subject to all security issues. For any individual Authorized User location, the Contractor may be required to undergo additional security procedures that may include but not be limited to; records verification, submission of photos and or fingerprints, etc. The Contractor may at any time, for any Authorized User location, be required to undertake the execution and completion for each individual employee, the requirement of the submission of additional forms that the Authorized User would consider reasonable for security measures. These forms may include the individual employee's agreement that all Authorized User information that is

garnered while at the Authorized User's site is confidential and proprietary. Any unauthorized release of proprietary information by the Contractor or Contractor's employees shall constitute a breach of this Contract, and subject to any remedies the Commonwealth or any Authorized User is entitled to thereby.

29. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION

The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this Contract, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement

30. EVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS

The Contract will utilize multiple purchase order(s) with the eVA transaction fee specified below assessed for each order.

For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

- (i) DSBSD-certified Small Businesses: 1.0%, capped at \$500 per order.
- (ii) Businesses that are not DSBSD-certified Small Businesses: 1.0%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Contractor shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

Failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov

31. EXCLUSIVITY OF TERMS AND CONDITIONS

No employee or agent of the Commonwealth or Authorized User shall be required to sign or execute any additional contract, license or other contract containing contractual terms and conditions; excluding the Participating Addendum as required for as stipulated under the section herein entitled "Use Of Contract By Third Parties." Notwithstanding the afore-mentioned, any documents signed by persons other than the Director, DPS Procurement or their authorized designee shall have no validity or effect upon the Contract

32. LOBBYING AND INTEGRITY

Contractors are cautioned that communications with individuals other than the Contract Officer may result in incorrect and/or insufficient information being provided. In addition, the Contractor shall not, in connection with this or any other contract or agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of or at the direction or request of any state officer or employee.

Upon request of the Commonwealth of Virginia's, Department of General Services, the Contractor shall provide any type of information the Agency deems relevant to the Contractor's integrity or responsibility to provide the services or goods, described herein.

33. ORDERS

Authorized Users may order Goods and/or Services from this Contract by any of the following methods:

- a. eVA: An eVA order will be issued by an ordering entity of the Commonwealth or any Authorized User through the Commonwealth's electronic procurement website portal <http://www.eva.virginia.gov>.
- b. Purchase Order (PO): An official PO form issued by an Authorized User.
- c. Charge Card:
 - i. Any order/payment transaction processed through the Commonwealth's contract with Bank of America (BOA), or any then-current contracted card provider. Each Charge Card Order must not exceed \$5,000, or any then-current authorized charge card limit.
 - ii. Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA, that is under contract for the use by the ordering Authorized User.

This ordering authority is solely limited to issuing orders for Goods and/or Services available under this Contract.

34. MANDATORY ACCEPTANCE OF SMALL PURCHASE CHARGE CARD (SPCC)

Purchasing charge cards offer Commonwealth of Virginia agencies and public entities the opportunity to streamline their procedures for procuring and paying for small dollar goods and/or services. Contractors responding to this solicitation should note that acceptance of payment by purchase card is mandatory (unless waived by DPS) within 90 calendar days of contract award.

Charge Card Levels: The amount of data passed for each charge card payment depends on the level at which the charge card is established. Payment for orders issued against the contract(s) resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. The levels are delineated below and vendors must establish their card account at Level 2, which is mandatory, or Level 3, which is optional. Information on the various levels for the Visa Purchase Card is indicated below.

- **Level 1** - vendors provide basic charge card purchase information, including but not limited to the data listed below. By passing "Basic Data", the vendor has a standard interchange cost.
 - o Supplier Name
 - o Merchant Category Code
 - o Date
 - o Total Purchase Amount
- **Level 2** - vendors provide additional information to the Level 1 elements, including but not limited to the data listed below. By passing Level 2 detail, the vendor will receive lower interchange costs. Level 2 is mandatory for any vendors who do business with the Commonwealth of Virginia and accept the Visa Card.
 - o Customer Code (PCO Number from eVA); and
 - o Vendor Tax ID
- **Level 3** - vendors provide line item detail, in addition to the Level 1 and Level 2 elements, including but not limited to the data listed below. By passing Level 3 (optional) data which is considered Superior data, the vendor will receive the lowest interchange costs.
 - o Item Description
 - o Item Quantity
 - o Item Unit of Measure
 - o Product Code
 - o Freight Amount
 - o Extended line Item Amount

35. E-VERIFY PROGRAM

Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

36. CANCELLATION OF CONTRACT

The Contract Officer reserves the right to cancel and terminate any resulting Contract, in part or in whole or individual order, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial Contract period is for more than twelve (12) months, then the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the Contract period upon sixty (60) days written notice to the other party. Any Contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

37. TRANSITION OF SERVICES

Prior to or upon expiration or termination of this Contract and at the request of DGS/DPS contract manager, the Contractor agrees:

- a. to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
- b. to provide all assistance to DGS/DPS and Authorized Users as may be reasonably required to transition Services to any other Contractors with whom DGS/DPS contracts for provision of services identical to or similar to the Services provided by Contractor pursuant to this Contract.
- c. that the DGS/DPS Contract Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- d. to furnish a plan for transition services for up to sixty (60) days after this contract expires and shall negotiate in good faith the plan with the successor to provide such assistance at no charge or fees to DGS/DPS or any Authorized User. This plan shall be subject to the Contract Officer's approval.

ATTACHMENT C

Zones for Virginia Counties and Cities

Alphabetical Listing of Counties and Independent Cities

Municipality	Zone	Municipality	Zone	Municipality	Zone
Accomack	106	Franklin City	97	Orange	99
Appomattox	103	Frederick	100	Page	100
Albemarle	101	Fredericksburg	99	Patrick	104
Alexandria	100	Galax City	105	Pittsylvania	103
Alleghany	103	Giles	104	Poquoson	97
Amelia	102	Gloucester	97	Portsmouth	97
Amherst	103	Goochland	98	Powhatan	98
Appomattox	103	Grayson	105	Prince Edward	102
Arlington	100	Greene	101	Prince George	98
Augusta	101	Greensville	102	Prince William	100
Bath	103	Halifax	102	Pulaski	104
Bedford	103	Hampton	97	Radford City	104
Bedford City	103	Hanover	98	Rappahannock	100
Bland	105	Henrico	98	Richmond	98
Botetourt	103	Henry	104	Richmond County	99
Bristol City	105	Highland	101	Rick	102
Brunswick	102	Isle of Wight	97	Roanoke	104
Buch City	105	James City	97	Roanoke City	104
Buchanan	105	King and Queen	99	Rockbridge	103
Brunswick	102	King George	99	Rockingham	101
Buckingham	102	King William	98	Russell	105
Buena Vista City	103	Lancaster	99	Salem City	104
Campbell	103	Lee	105	Scott	105
Caroline	99	Loudoun	100	Shenandoah	100
Carroll	104	Louisa	101	Smyth	105
Charles City	98	Lunenburg	102	Southampton	97
Charlotte	102	Lynchburg	98	Spotsylvania	99
Chesapeake	97	Lynchburg City	103	Stafford	99
Chesterfield	98	Madison	99	Suffolk	97
Clarke	100	Martinsville City	104	Surry	97
Craig	104	Mathews	97	Sussex	97
Culpepper	99	Mecklenburg	102	Tazewell	105
Cumberland	102	Middlesex	97	Virginia Beach	97
Danville City	103	Montgomery	104	Warren	100
Dickenson	105	Nelson	101	Washington	105
Dinwiddie	98	New Kent	98	Waynesboro	101
Essex	99	Newport News	97	Westmoreland	99
Fairfax	100	Norfolk	97	Williamsburg	97
Falls Church	100	Northampton	106	Winchester	100
Fauquier	100	Northumberland	99	Wise	105
Floyd	104	Norton City	105	Wythe	105
Fluvanna	101	Nottoway	102		

ATTACHMENT B

Hourly Pay Rates per Band are in line with the State Pay Rate per Band
Authorized Users bill rate will be the pay rate plus the Contractors percentage.

Pay Bands Effective Upon Award			Northern VA (NOVA) Pay Bands Effective Upon Award		
Range			Range		
Position Pay Bands	Minimum Hourly Rate	Maximum Hourly Rate Not to Exceed	Position Pay Bands	Minimum Hourly Rate	Maximum Hourly Rate Not to Exceed
1	\$7.66	\$18.60	1	\$7.66	\$24.18
2	\$10.01	\$23.66	2	\$10.01	\$30.75
3	\$11.96	\$27.86	3	\$11.96	\$36.22
4	\$15.63	\$35.75	4	\$15.63	\$46.48
5	\$20.43	\$46.06	5	\$20.43	\$59.88
6	\$26.68	\$59.53	6	\$26.68	\$77.39
7	\$34.85	\$77.13	7	\$34.85	\$92.56
8	\$45.53	\$100.12	8	\$45.53	\$120.14
9	Pay Band #9 Not used in this contract				

NOTE: Northern Virginia Hourly Pay Rates are applicable to most agencies/facilities located in Zone 100 & some of the locations in 99.

Position Groups/Pay Band Status/General Position Requirements

The following requirements are general in nature. Actual requirements will be determined by the ordering agency/facility.

A. Lot 1 through Lot 9 comprise Nursing/Physician Assistant Services # 49110

Occupational Family: Health and Human Services - Pay Band Range: 3 – 6

Roles Comprising This Group

These roles describe the collective characteristics of the work performed by workers in the Nursing/Physician Assistance Services Group. The roles define paths for licensed practical nurses, registered nurses, certified nurse practitioners, and physician assistants.

PAY BAND	PRACTITIONER ROLES	ROLE CODE	MANAGEMENT ROLES	ROLE CODE
3	Licensed Practical Nurse	49111		

4	Registered Nurse I	49112		
5	Registered Nurse II Nurse Practitioner I Physician Assistant	49113	Registered Nurse Manager I	49115
6	Registered Nurse III Nurse Practitioner II	49114	Registered Nurse Manager II	49116

Lot 1	Licensed Practical Nurse	Code 49111	Pay Band 3
Complexity	<ul style="list-style-type: none"> The scope of services involves assisting in direct patient care. Applies knowledge of principles and practices of practical nursing and pharmacology acquired through formal education and training. Contacts are made with patients in the provision of practical nursing care. 		
Results	<ul style="list-style-type: none"> Work impacts the quality of practical nursing care and patient comfort. Successful application of skills results in positive patient outcomes. 		
Accountability	<ul style="list-style-type: none"> Receives guidance, direction and supervision from an R.N., nursing supervisor, manager, medical professional, or administrator. May take venipuncture specimens. Work requires some discretion and judgment and is clearly defined by the licensure regulations. May supervise or provide work direction to nursing aides or direct service staff. 		

LOT 2	Registered Nurse I	Code 49112	Pay Band 4
Complexity	<ul style="list-style-type: none"> Scope of services involves all aspects of professional nursing care. Applies knowledge of principles and practices of professional registered nursing care acquired through formal education and training. Contacts are made with patients, medical support staff, supervisory nurses and physicians in the provision of professional nursing care. 		
Results	<ul style="list-style-type: none"> Work impacts the quality of patient care. Successful application of skills enhances positive medical outcomes. 		
Accountability	<ul style="list-style-type: none"> Receives guidance and direction from a nursing supervisor, manager or medical professional or administrator. Develops total patient assessment, which requires considerable judgment and decision-making. Provides leadership to LPNs and other medical direct service support staff. Work requires frequent use of discretion and judgment in patient assessment and case management. 		

LOT 3	Registered Nurse II (Charge, Supervisory, Specialty Area)	Code 49113	Pay Band 5
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Complexity	<ul style="list-style-type: none"> • Scope of work ranges from responsibility for a nursing specialty area, working supervisor to charge nurse. • Contacts are made with patients, staff nurses, supervisory, manager level nurses, physicians and other program or management staff. • Assignments range from increased clinical or administrative responsibility to supervision of registered nurses, LPNs or other medical support staff. • May perform clinical research and study activities, develop research protocol, gather and analyze data and prepare abstracts for publication.
Results	<ul style="list-style-type: none"> • Work impacts the quality and effectiveness of patient care. • Oversight of nursing services is significant. • May serve as point of contact for a medical specialty area within a nursing program.
Accountability	<ul style="list-style-type: none"> • Responsible for mentoring and developing others. • Responsible for guidance and/or supervision of nursing, medical and direct support staff. • May assign staff, evaluate clinical and administrative issues, and evaluate performance. • Judgment is exercised over issues of patient care and performance of staff.

LOT 4	Nurse Practitioner I	Code 49113	Pay Band 5
Complexity	<ul style="list-style-type: none"> • Applies knowledge acquired through formal education in an accredited program. • May be designated according to field of specialization. • Scope of work includes performing comprehensive physical examinations and preventive health measures, ordering and performing therapeutic and diagnostic procedures, and prescribing controlled substances and devices in accordance with current regulations. • Contacts are made with patients in the provision of care and physicians for their consultation. 		
Results	<ul style="list-style-type: none"> • The availability and oversight of a physician may limit the severity of complications. • Patients receive general health care services and treatment. 		
Accountability	<ul style="list-style-type: none"> • Interprets and evaluates diagnostic test results. • Records physical findings. • Develops and implements patient management plans; instructs and counsels patients regarding plans. • Performs work with ready access to supervision and guidance from a physician. • Refers complex cases beyond the scope of practice to a physician or specialist. 		

LOT 5	Physician Assistant	Code 49113	Pay Band 5
Complexity	<ul style="list-style-type: none"> • Applies knowledge acquired through formal education in an accredited program. • Scope of work includes performing comprehensive physical examinations, performing therapeutic procedures, administering and ordering diagnostic procedures, and prescribing controlled substances and devices in accordance with current regulations. • Contacts are made with patients in the provision of care and physicians for their consultation. 		
Results	<ul style="list-style-type: none"> • The availability and oversight of a physician may limit the severity of complications. • Patients receive general health care services and treatment. 		

Accountability	<ul style="list-style-type: none"> Practice requires that the Board of Medicine be apprised of the supervising physician(s) and the way in which the Physician Assistant will be utilized. Develops and implements patient management plans; instructs and counsels patients regarding plans. Records physical findings. Interprets and evaluated diagnostic test results.
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LOT 6	Registered Nurse Manager I	Code 49115	Pay Band 5
Complexity	<ul style="list-style-type: none"> Applies knowledge of the principles of supervision, management, leadership, and administrative functions. Contacts are made with patients, staff nurses, supervisory nurses, physicians, and other clinical, program, or management staff concerning management of a nursing program. 		
Results	<ul style="list-style-type: none"> Work impacts the quality and effectiveness of patient care. Impact on services is significant. Develops nursing unit objectives, policies and standards. Develops standards for patient care, delivery of services and training and development of staff. 		
Accountability	<ul style="list-style-type: none"> Leads, supervises, and manages RNs and medical support staff. May assign staff, evaluate clinical and administrative issues, evaluate performance of patient care by staff, assist with budget preparation and management, and direct all nursing programs for a unit or program. Exercises judgment over issues of patient care, performance of staff, and utilization of resources. 		

LOT 7	Registered Nurse III (nursing consultation/clinical nurse specialist)	Code 49114	Pay Band 6
Complexity	<ul style="list-style-type: none"> Provides comprehensive services according to the specialized training received from an accredited program. Provides expert consultation on complex nursing issues. Contacts are made with patients, staff nurses, supervisory, manager level nurses, physicians and other program staff. 		
Results	<ul style="list-style-type: none"> Work impacts the quality and effectiveness of patient care. Impact on services in significant. 		
Accountability	<ul style="list-style-type: none"> Responsible for mentoring and developing others. Judgment is exercised over issues of nursing program consultation. 		

LOT 8	Nurse Practitioner II (certified nurse practitioner)	Code 49114	Pay Band 6
Complexity	<ul style="list-style-type: none"> Scope of work includes performing physical examinations and preventive health measures, ordering and performing diagnostic procedures, and prescribing controlled substances and devices in accordance with current regulations. Contacts are made with patients in the provision of care and more limited contact with physicians for their consultation. 		

Results	<ul style="list-style-type: none"> • The limited availability of physician oversight increases the consequence of error. • Work significantly affects the health of patients due to higher level of independence.
Accountability	<ul style="list-style-type: none"> • Performs work under limited access to a physician or works in an environment where physician availability is typically limited. • Works independently with minimal supervision providing diagnosis and treatment according to protocol.

LOT 9	Registered Nurse Manager II	Code 49116	Pay Band 6
Complexity	<ul style="list-style-type: none"> • Scope of work involves providing direction to an agency nursing program. • Work requires extensive knowledge of nursing management. • Contacts are made with field practitioners, physicians, and other clinical, program, and management staff. 		
Results	<ul style="list-style-type: none"> • Work impacts the level and quality of nursing services, standards of nursing practice, and allocation of resources. 		
Accountability	<ul style="list-style-type: none"> • Ensures quality of nursing care. • Develops goals, objectives, and standards of nursing. • Directs subordinate nurse managers and supervisors. • Determines overall direction of comprehensive nursing and health care programs and budgets. 		

B. Lot 10 through Lot 13 comprise Counseling Services #49010

Occupational Family: Health and Human Services' Pay Band Range: 3 – 5

Roles Comprising This Group

These roles describe the collective characteristics of the work performed in the Counseling Services Group. The roles include workers as social workers, vocational rehabilitation counselors, chaplains, and other types of counselors.

PAY BAND	PRACTITIONER ROLES	ROLE CODE	MANAGEMENT ROLES	ROLE CODE
3	Counselor I	49011		
4	Counselor II	49012		
5			Counselor Manager	49013

LOT 10	Counselor I	Code 49011	Pay Band 3
Complexity	<ul style="list-style-type: none"> • Work requires discretion and judgment in counseling interventions. • The scope of services involves case management, counseling, resource referral, and obtaining support services. • Applies knowledge of principles and techniques of social and vocational case 		

	<p>management, counseling techniques and practices, behavior modification, conflict management, mediation, and available community resources.</p> <ul style="list-style-type: none"> • May require a degree in social work or related field. • Frequent contacts with clients, families, direct service staff, employers, community agencies, and other service providers to discuss the needs of clients and available resources.
Results	<ul style="list-style-type: none"> • Work impacts the quality and success of individualized service plans for clients. • Effective performance improves the social, emotional, physical, vocational, and/or situational issues of clients.
Accountability	<ul style="list-style-type: none"> • Exercises independent judgment in coordination and delivery of services. • Collaborates with supervisor to develop individualized plans for clients. • Receives guidance and direction in areas of policy application and priorities. • Responsible for providing case management services to clients with social, emotional, physical, and/or situational problems.

LOT 11	Counselor II (Direct Service)	Code 49012	Pay Band 4
Complexity	<ul style="list-style-type: none"> • Tasks are varied and progress in difficulty based on the type of client and the services required. • A graduate degree or certification may be required. • Frequent contact with: clients and their families or friends; state, federal, or local human service agencies; court and law enforcement officials; medical or other clinical professionals; employers and the business community; and other service providers. • Applies knowledge of the theory, techniques, and practices of counseling, social work, case management, conflict management, and mediation. • Applies knowledge of human service legislation and laws and assistive technology. 		
Results	<ul style="list-style-type: none"> • Provision of services directly affects the ability of clients to become independent, achieve gainful employment, or become participating members of society. • Successful partnerships with clients and service providers impact the cost efficiency and effectiveness and the quality of services provided 		
Accountability	<ul style="list-style-type: none"> • Decisions regarding daily interaction with clients are made independently. • Guidance is received regarding policy interpretation, development of new programs, and expenditure of funds. • Experienced workers handle the most complex assignments or provide guidance to others on the more complex issues. • Independently manages and authorizes expenditures for client services within authorized amounts. 		

LOT 12	Counselor II (Lead /Supervisory)	Code 49013	Pay Band 4
Complexity	<ul style="list-style-type: none"> • Applies knowledge of supervisory principles and practices. • Applies knowledge of counseling methods and techniques. • Assignments range from counseling clients, to leading or supervising staff, to recommending improvements in service delivery. 		

Results	<ul style="list-style-type: none"> Supervision of staff directly affects the ability of clients to become independent, achieve gainful employment, or become participating members of society. Influences the professional development and skill acquisition of direct service providers to ensure competent service delivery.
Accountability	<ul style="list-style-type: none"> Supervises, trains, or acts as a mentor to staff. Consults with higher level manager to resolve staff issues and to ensure the provision of quality services. Plans and schedules unit's activities independently

LOT 13	Counselor Manager	Code 49013	Pay Band 5
Complexity	<ul style="list-style-type: none"> Applies knowledge of the management of various social work and rehabilitation services, case management development, therapeutic assessment, counseling, treatment, and human service delivery systems. Applies knowledge of management practices and principles. A graduate degree or certification may be required. 		
Results	<ul style="list-style-type: none"> Ensures quality of services and coordination of community resources. Effective management of services meets the diverse needs of clients and has a long-term effect on overall program success. Effective budget administration ensures the continued provision of cost effective services for clients. 		
Accountability	<ul style="list-style-type: none"> Receives minimal guidance in the administration of program activities. 		

C. Lot 14 through Lot 18 comprise Direct Service #49050

Occupational Family: Health and Human Services - Pay Band Range: 1 – 3

Roles Comprising This Group

These roles describe the collective characteristics of the work performed by those in the Direct Service Career Group. The roles define the typical career paths for workers who pursue careers such as respiratory therapy assistants, hospital attendants, nursing assistants, dental assistants, emergency medical technicians, pharmacy technicians, psychiatric technicians, community health workers, dietetics technicians, medication assistants, physical/occupational therapist aide, training center direct care workers, and dental laboratory technicians.

PAY BAND	PRACTITIONER ROLES	ROLE CODE	MANAGEMENT ROLES	ROLE CODE
1	Direct Service Associate I	49051		
2	Direct Service Associate II	49052		
3	Direct Service Associate III	49053		

LOT 14	Direct Service Associate I	Code 49051	Pay Band I
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Complexity	<ul style="list-style-type: none"> • Work is well defined and is performed within prescribed policies and procedures. • Tasks are repetitive and are influenced by the population served. • Applies basic knowledge of processes, methods and/or procedures for a variety of services or a detailed knowledge of a specific program or service. • Responsibilities include: cleaning and setting up instruments, equipment, and facilities; collecting specimens; preparing and providing routine information about services; providing routine/general guidance to clients, patients, customers. • May have responsibility for: transporting patients and clients; basic housekeeping; changing dressings; measuring vital signs; supervising/observing children, client or patient activities and some routine administrative tasks.
Results	<ul style="list-style-type: none"> • Actions affect the health, safety, and well being of clients. • Clients are treated with respect and dignity.
Accountability	<ul style="list-style-type: none"> • Limited discretion is required to carry out responsibilities. • Supervision is received by detailed instructions and/or worker actions are subject to close review.

LOT 15	Direct Service Associate II	Code 49052	Pay Band 2
Complexity	<ul style="list-style-type: none"> • Understanding of a client's diagnosis and treatment or program plan. • Understanding of a client's social and cultural needs. • Services are broad in scope. • Applies knowledge of related program, regulations, practices, procedures, methods, instruments, and/or equipment. • Responsibilities include: providing information which conveys service availability to clients; assisting in the development of client service plans; implementing service plans; planning and implementing activities; and performing physical, dental, medical, laboratory, clinical, nutritional, administrative, environmental, eligibility, outreach and pharmaceutical tasks in support of clients or service delivery. • Work is complicated by nature of assigned caseload. 		
Results	<ul style="list-style-type: none"> • Client care, program, or training needs are met. • Delivery of quality care or effective customer service. • Clients are linked to the services they need within their community. 		
Accountability	<ul style="list-style-type: none"> • Exercises situational judgment and discretion to assure appropriate action is or has been taken. • Collects, records, and reports client data. • Actions are subject to review. • May lead or supervise other staff. 		

LOT 16	Direct Service Associate III (Expert)	Code 49053	Pay Band 3
Complexity	<ul style="list-style-type: none"> • Applies knowledge related to either: a variety of service programs, practices, methods, procedures, regulations, instruments and equipment; or a specific service area. • Observes and understands family dynamics. Recognizes the need for intervention and recommends resources. • Supports interdisciplinary treatment or professional services, client assessment, 		

	<p>or program development and coordination.</p> <ul style="list-style-type: none"> • Provides hands-on, intensive advocacy, intervention and mentoring that have a long-term influence on clients' independence, personal accountability, problem-solving skills and overall quality of life. • Plans, provides, and documents services. • May advise clients of their rights, investigate and respond to complaints, and maintain associated documentation.
Results	<ul style="list-style-type: none"> • Services appropriate to client needs. • Promotion of client social, recreation, personal care, independent living, or vocational skills, and self-esteem and motivation. • Treatment/program plans meet goals. • Services have long-term impact on client safety, security, physical and mental well being, as well as the ability of clients to obtain gainful employment and becoming participating member of society.
Accountability	<ul style="list-style-type: none"> • Develops components of Treatment/program plans. • Applies discretion and judgment to independently resolve service delivery problems. • Direct accountability for service due to occasional supervisory review. • Decisions affect the efficiency and quality of service delivery. • May have lead responsibilities. • May be responsible for specialized laboratory techniques, such as repairing or manufacturing dental prosthetics.

LOT 17	Direct Service Associate III (Supervisor)	Code 49053	Pay Band 3
Complexity	<ul style="list-style-type: none"> • Applies knowledge related to either: a variety of service programs, practices, methods, procedures, regulations, instruments and equipment; or a specific service area. • Applies knowledge of the principles of supervision. • May serve on, and/or coordinate activities of, an interdisciplinary team. 		
Results	<ul style="list-style-type: none"> • Services are delivered as prescribed. • Long-term impact on client safety, security, and physical and mental well being. • Writes components of treatment/program plans. • Evaluates program effectiveness in conjunction with professional Staff. • Responsibilities may control service delivery or have the potential for significant liability to the Commonwealth. 		
Accountability	<ul style="list-style-type: none"> • Ensures delivery of services. • Applies discretion and judgment to independently resolve daily service administrative operations. • Compliance with state and federal regulations. • Decisions affect the efficiency and quality of service delivery. • Client records contain appropriate documentation. • Supervises staff providing direct services, sometimes on multiple shifts and in multiple living areas. 		

D. Lot 18 through Lot 20 comprise Health Care Compliance #49170

Occupational Family: Health and Human Services - Pay Band Range: 4 - 6

Roles Comprising This Group

These roles describe the collective characteristics of the work performed by workers in the Health Care Compliance Group. The roles define the careers such as utilization review analysts, hospital quality assurance specialists, health care compliance specialists, and medical facility inspectors.

PAY BAND	PRACTITIONER ROLES	ROLE CODE	MANAGEMENT ROLES	ROLE CODE
4	Health Care Compliance Specialist I	49171		
5	Health Care Compliance Specialist II	49172		
6			Health Care Compliance Manager	49173

LOT 18	Health Care Compliance Specialist I	Code 49171	Pay Band 4
Complexity	<ul style="list-style-type: none"> Applies program rules and regulations in the resolution of human services programs. Applies in-depth knowledge of one or more programs. Frequent contact with service providers, recipients and their families, and representatives of other state and federal agencies on benefits and claims issues. Workers conduct audits, inspections, or investigations of quality and utilization of services and may assist in promulgation review and revision of state licensure regulations operational guidelines. May provide guidance to staff, clients, or others in private and public organizations. May require knowledge of supervisory principles and practices. 		
Results	<ul style="list-style-type: none"> Case, billing, pricing and redemption, and payment records are audited in accordance with applicable regulations and guidelines. Discrepancies are identified and a report-of-findings or other communication is initiated. Findings result in recommendations for, or provision of, corrective actions 		
Accountability	<ul style="list-style-type: none"> Directly accountable for the determination or detection of fraud, proper operation, and third party liability. May lead or supervise staff. Recommends licensure and certification of facilities. Accountable for program policy interpretation. 		

LOT 19	Health Care Compliance Specialist II	Code 49172	Pay Band 5
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Complexity	<ul style="list-style-type: none"> • Applies rules, regulations, and laws in administration of programs. • Renders decisions on unusual problems involving policy interpretation. • Frequent contact with health care providers, program administrators, and representatives from state and federal agencies, and other direct and indirect human service providers to confer on policy problems and request legal opinions. • May require knowledge of supervisory principles and practices. • Implements and oversees corrective actions. • May testify at administrative appeals and hearings. • Inspectors may be required to have licensure.
Results	<ul style="list-style-type: none"> • Approves and/or recommends corrective actions/plans that affect programmatic operations (e.g., changes to policies, or procedures) • Decisions may affect accreditation, licensure, and funding.
Accountability	<ul style="list-style-type: none"> • May lead or supervise staff. • Evaluates program effectiveness and compliance. • Develops administrative procedures. • Some positions approve and issue licenses and certifications.

LOT 20	Health Care Compliance Manager	Code 49173	Pay Band 6
Complexity	<ul style="list-style-type: none"> • Directs a major organizational component of an agency, requiring management of staff, programs, and administrative functions. • Applies knowledge of general managerial and financial management principles and practices for purposes of conducting and assessing short and long-range planning. • Collaborates with state and federal officials on program compliance. • May require knowledge of forecasting and statistical methods and procedures. • May provide expert testimony for administrative, criminal and civil cases. • May require licensure in a health services occupation. 		
Results	<ul style="list-style-type: none"> • Decisions made affect program outcomes, service quality, accreditation, licensure, and funding. • Develops and implements business strategies and follows through with implementation. • Decisions affect public perception of the regulatory programs' effectiveness and expenditure of taxpayer dollars. 		
Accountability	<ul style="list-style-type: none"> • Leadership and supervision of staff. • Responsible for evaluating program effectiveness and ensuring compliance with State and Federal statutes. • Provides the highest level of consultation in the function. • Relies on expertise and judgment to determine, plan and accomplish goals. • May approve and issue licenses and certifications. 		

E. Lot 21 through Lot 25 comprise Health Care Technology #49090

Occupational Family: Health and Human Services - Pay Band Range: 2 - 5

Roles Comprising This Group

These roles describe the collective characteristics of the work performed by the Health Care Technology Group. These roles include radiologic technologists, medical technologists or dental hygienists.

PAY BAND	PRACTITIONER ROLES	ROLE CODE	MANAGEMENT ROLES	ROLE CODE
2	Health Care Technician	49091		
3	Health Care Technologist I	49092		
4	Health Care Technologist II	49093		
5	Health Care Technologist III	49094	Health Care Manager	49095

LOT 21	Health Care Technician	Code 49091	Pay Band 2
Complexity	<ul style="list-style-type: none"> • Tasks are usually repetitive in the mounting of films, posting information to files and records, and scheduling patients. • Tasks may involve collection of laboratory specimens and performing clinical laboratory tests such as hemoglobin, hematocrit, glucose, urine pregnancy, and urine dipsticks. • Clinical testing may also include limited microscopic chemistry or microbiological tests. 		
Results	<ul style="list-style-type: none"> • Work facilitates the effective operation of a clinic through the scheduling and monitoring of patient flow. • Results may be used by others in the diagnosis, treatment, and prevention of disease. • Proper laboratory procedures impact outcomes of clinical tests. • Work impacts the quality of patient care and level of customer service. 		
Accountability	<ul style="list-style-type: none"> • Responsible for narrow scope of routine well-defined duties and processes. 		

LOT 22	Health Care Technologist I	Code 49092	Pay Band 3
Complexity	<ul style="list-style-type: none"> • Procedures support clinical laboratory programs. • Tasks are varied and require application of a variety of diagnostic and therapeutic radiological procedures including those requiring special patient positioning and/or the use of contrast media, catheters, or special equipment. • Applies knowledge of scientific or technical principles, practices, and regulatory requirements of functional areas. • Responsibilities may include explaining procedures to the patient, preparation of the patient and preparing radiopaque contrast media such as barium enemas, barium swallows, intravenous pyelograms, cystograms, and gastrointestinal series in a clinic or hospital setting. • May teach radiographic techniques to students. • May serve as lead or single on-duty technologist. 		
Results	<ul style="list-style-type: none"> • Products are used by others in the diagnosis, treatment, and prevention of disease. 		

	<ul style="list-style-type: none"> • Work impacts quality of patient care and level of customer service.
Accountability	<ul style="list-style-type: none"> • Responsible for clear production of radiographs. • May review films and decide if procedures need to be repeated. • Independently performs standardized or specialized procedures and seeks advice on more complex or non-routine issues. • May work without on-site supervision in small lab settings.

LOT 23	Health Care Technologist II	Code 49093	Pay Band 4
Complexity	<ul style="list-style-type: none"> • Work requires the application of knowledge in a physical science normally attained through higher levels of learning (e.g., medical technology, chemistry, microbiology, or biological science) and documented training in order to perform advanced clinical or anatomical laboratory testing, or training in CT scan, MRI and invasive radiological procedures. • May apply knowledge of leadership or supervisory principles and practices. • May specialize in computed tomography, magnetic resonance or complex radiological procedures. • May perform clinical treatment and oral health education. • Typical assignments support the diagnosis of diseases and the identification of disease agents. 		
Results	<ul style="list-style-type: none"> • Others use results in the diagnosis, treatment, and prevention of disease. • Work impacts the efficiency, operation, and credibility of a clinical laboratory as well as the program's continued accreditation. • May impact the client's health and the prevention of tooth decay and disease. 		
Accountability	<ul style="list-style-type: none"> • May have leadership, supervisory or teaching responsibilities. • Responsible for clear production of radiographs requiring the use of contrast media, catheters, or special equipment or for performing other complex medical laboratory tests. • May coordinate worker assignments. • Responsible for performing dental hygienist's clinical treatment and education of the client. 		

LOT 24	Health Care Technologist III	Code 49094	Pay Band 5
Complexity	<ul style="list-style-type: none"> • Applies fundamental concepts, practices, and procedures of supervision and leadership. • Plans and implements the delivery and improvement of services, staffing, and resources (e.g., testing new procedures before implementation in a laboratory) in accordance with quality standards and/or accreditation requirements. • Provides training and consultation to laboratory users on sampling techniques, testing procedures, and interpretation of results. 		
Results	<ul style="list-style-type: none"> • Work impacts the laboratory evidence for diagnosis of diseases or identification of disease agents. • Responsible for all laboratory services and the impact on patient care as well as the efficiency, operation, and credibility and accreditation of a clinical laboratory. 		
Accountability	<ul style="list-style-type: none"> • Responsible for the leadership and/or supervision of staff. Operation of a full 		

	<p>service laboratory or subspecialty laboratory.</p> <ul style="list-style-type: none"> Incorporates productivity improvements to enhance customer service and laboratory credibility.
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LOT 25	Health Care Manager	Code 49095	Pay Band 5
Complexity	<ul style="list-style-type: none"> Applies knowledge of management principles and practices. Establishes work schedules and consults with subordinate Supervisors. Develops operational goals and objectives. Prepares operational budget. Responsible for laboratory quality assurance including quality control, training, and safety in the clinical laboratory. May require certification, documented training, and advanced education to meet regulatory and/or accreditation requirements. 		
Results	<ul style="list-style-type: none"> Work impacts the efficiency, operation, and credibility of a clinical laboratory as well as continued program Accreditation. May design in-service programs for laboratory professionals 		
Accountability	<ul style="list-style-type: none"> Leadership and development of staff. Management of a full service medical laboratory. Provides guidance to subordinate supervisors. Provides input into short- and long-range planning of facilities, equipment, staffing, and policies. 		

F. Lot 26 through Lot 31 comprise Laboratory and Research Services #59070

Occupational Family: Natural Resources and Applied Science - Pay Band Range: 1 – 5

Roles Comprising This Group

These roles describe the collective characteristics of the work performed by workers in the Laboratory and Research Services Group. The roles define careers such as laboratory aides, laboratory assistants, laboratory specialists, research assistants, and research specialists.

PAY BAND	PRACTITIONER ROLES	ROLE CODE	MANAGEMENT ROLES	ROLE CODE
1	Laboratory and Research Aide	59071		
2	Laboratory and Research Technician	59072		
3	Laboratory and Research Specialist I	59073		
4	Laboratory and Research Specialist II	59074		

5			Laboratory and Research Manager	59075
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LOT 26	Laboratory and Research Aide	Code 59071	Pay Band 1
Complexity	<ul style="list-style-type: none"> • Applies knowledge of basic sanitation techniques, laboratory safety procedures, research procedures, animal handling/care and hygiene, and use of laboratory equipment. • Performs routine work with limited variation. • Follows established directions and procedures. • Limited contacts outside of co-workers and supervision. • May perform a variety of tasks related to animal care such as feeding and caring for animals. 		
Results	<ul style="list-style-type: none"> • Proper sanitation procedures ensure appropriate laboratory testing and research conditions. • Provides responsible care of animals. • Responsible for equipment in support of research, laboratory, or clinical programs or teaching services. • May be required to adhere to established standards and Guidelines as set forth by accredited programs. 		
Accountability	<ul style="list-style-type: none"> • Decision-making and judgment is limited to assigned functional area and based on clearly defined procedures and guidelines or under direct supervision 		

LOT 27	Laboratory and Research Technician	Code 59072	Pay Band 2
Complexity	<ul style="list-style-type: none"> • Applies knowledge of sanitation techniques and laboratory safety. • Applies knowledge of research and testing procedures and techniques, and of animal handling, care and welfare. • Performs a variety of procedures supporting laboratory, research, clinical or autopsy and necropsy services, or geological services. • May provide limited surgical assistance. • Follows established directions and procedures. • Frequent contacts with co-workers, supervisors, students, faculty, and research staff to discuss study techniques or results or handling and care of animals. 		
Results	<ul style="list-style-type: none"> • Proper laboratory, autopsy and necropsy procedures impact outcomes of tests and research, and impact the safety, health, and well-being of laboratory animals, staff and the general public through the identification of scientific and legal findings or contagious disease sources. • Proper sanitation procedures ensure appropriate laboratory testing and research conditions. • Provides responsible care of animals. • Responsible for equipment in support of research, laboratory, or clinical programs or teaching services. • May be required to adhere to established standards and guidelines as set forth by accredited programs. 		

Accountability	<ul style="list-style-type: none"> • Responsible for generally well defined procedures supporting laboratory, testing, research or clinical programs. • Decision-making and judgment is typically based on clearly defined procedures, although skilled positions may exercise independent judgment. • Refers non-routine issues to supervision. • May lead other staff, activities, or provide guidance and leadership to students and interns. • Development of competencies may lead to broader, more responsible assignments.
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LOT 28	Laboratory and Research Specialist I	Code 59073	Pay Band 3
Complexity	<ul style="list-style-type: none"> • Applies knowledge of scientific/technical principles, practices, and regulatory requirements of functional areas. • Performs a variety of procedures supporting clinical, research, field research, service or regulatory and/or diagnostic laboratory programs. • Duties may include performing standardized or specialized scientific or clinical procedures, performing preliminary procedures to prepare, expedite, and facilitate further scientific examination and training, assisting in veterinary surgical procedures, analysis and compilation of data, communicating findings/research results, animal care, repairing and maintaining equipment and ordering supplies. • May have contact with, private business, other state agencies or government entities, faculty, students and researchers, and/or the general public to communicate results and explain laboratory procedures or regulatory requirements. 		
Results	<ul style="list-style-type: none"> • Proper application of procedures impacts outcomes of tests and research, legal evidence, and the safety, health, and economic well being of the general public, research staff, environment and/or animals through identification of scientific and legal findings, contagious and benign disease sources. • Performance of duties may impact the level of public confidence and consumer satisfaction. • May be required to adhere to established standards and guidelines as set forth by accredited programs. 		
Accountability	<ul style="list-style-type: none"> • Independently performs standardized or specialized procedures and seeks advice on more complex or non-routine issues. • Decision-making has moderate to significant impact on program's success. • Exercises judgment and decision making to determine appropriate procedures; compiles data, documents and communicates findings. • May lead, train or supervise students, staff or coordinate program activities. 		

LOT 29	Laboratory and Research Specialist II (Advanced - Expert)	Code 59074	Pay Band 4
Complexity	<ul style="list-style-type: none"> • Applies knowledge of assigned technical or research area. • Participates or leads in the design, modification and performance of laboratory or research projects. • Frequent contact with private business, other state agencies or government entities, principal investigators, faculty, laboratory staff, students and 		

	<p>researchers, and/or the general public to report and interpret results, provide consultation and technical assistance, and discuss research projects.</p> <ul style="list-style-type: none"> Responsibilities include: participating in or leading work in the design, modification, evaluation and performance of laboratory, field surveys or research procedures; writing or modifying computer programs to analyze data and generate reports; researching literature related to project/procedures; conducting experiments; writing segments of reports and manuscripts; coordinating grants and budgets; assisting lower level staff; troubleshooting instrument problems and performing preventive maintenance on equipment.
Results	<ul style="list-style-type: none"> Accurate scientific testing, research, and consultation minimizes errors in laboratory findings, scientific research and fieldwork. Proper application of procedures impacts outcomes of tests and research, and the safety, health, and well being of the general public, research staff, and laboratory animals through identification of scientific findings, and contagious and benign disease sources.
Accountability	<ul style="list-style-type: none"> Independently performs and provides consultation on specialized laboratory/research procedures and projects. Independent decision-making on appropriate methods, design and data interpretation. Some positions ensure compliance with established standards and guidelines as set forth by accredited programs. Independently monitors, evaluates and analyzes quality control results and determines corrective action as needed.

LOT 30	Laboratory and Research Specialist II (Supervisor)	Code 49074	Pay Band 4
Complexity	<ul style="list-style-type: none"> Applies knowledge of supervisory principles and practices. Applies knowledge of assigned technical or research area. Participates or leads in the design, modification and performance of laboratory or research projects. Frequent contact with principal investigators, research faculty, laboratory personnel and students to discuss policies, procedures and methodology; coordinate research projects; report and interpret results; and provide consultation, and technical assistance. Responsibilities include: writing grant proposals and identifying funding sources; designing and directing complex research projects in consultation with a principal investigator; modifying and developing laboratory and field procedures, quality control processes and determining work methods; reviewing the scientific work results; directing animal care according to applicable federal laws and regulations; hiring and training personnel or students; approving procurement, budgeting, other administrative duties; and teaching a laboratory section of college level students. 		
Results	<ul style="list-style-type: none"> Accurate scientific testing, quality control, research, or consultation and supervision minimize errors in laboratory findings or research, and impact the success of grant proposals and scientific findings. Work impacts the health, safety and well being of the general public, the environment, industry, research, and animal health and welfare. 		

Accountability	<ul style="list-style-type: none"> Independently supervises laboratory research operation or animal care facility to include business functions and accountability for services provided to administrators, faculty, and other users. Responsible for program and staff supervision. Leads teams or special projects. May be required to ensure compliance with established standards and guidelines as set forth by accredited programs.
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LOT 31	Laboratory and Research Manager	Code 59075	Pay Band 5
Complexity	<ul style="list-style-type: none"> Applies knowledge of the principles and methods of laboratory administration and management. Applies knowledge of the theory and application of lab methods and instrumentation for the assigned discipline(s). Ability to plan, lead and evaluate the work of professional staff. Frequent contacts, with regulatory boards or governmental entities regarding standards, quality assurance, and lab procedures. Frequent contact with internal departments regarding administrative matters and with vendors concerning equipment and supplies. Frequent contacts with researchers, staff and students to provide information, consultation or direction concerning laboratory operations. Plans, manages and evaluates the work of professional staff; Develop goals, objectives and timetables; develop and monitor budgets; determine and implement technical methodologies, ensure that quality control standards and safety procedures are in compliance with government regulations and laws. May teach and/or serve as technical experts. 		
Results	<ul style="list-style-type: none"> Proper management of laboratory operations ensures the scientific accuracy, timeliness and quality of services and impacts public health, safety, and the environment. 		
Accountability	<ul style="list-style-type: none"> Responsible for the provision of quality and timely laboratory services laboratory services. Manages work of subordinate supervisors and professional and technical staff engaged in laboratory operations and research. Establishes and monitors quality control procedures. May ensure compliance with established standards and guidelines as set forth by accredited programs. 		

G. Lot 32 through Lot 35 comprise Psychological Services #49210

Occupational Family: Health and Human Services - Pay Band Range: 4 - 6

Roles Comprising This Group

These roles describe the collective characteristics of the work performed by those in the Psychological Services Group. The roles define the paths for (1) psychologists (licensed clinicians) and (2) unlicensed

clinicians who render psychological services under the supervision of licensed psychologists as defined by the regulations governing the practice of Psychology in Virginia.

PAY BAND	PRACTITIONER ROLES	ROLE CODE	MANAGEMENT ROLES	ROLE CODE
4	Psychologist I Psychology Associate I	49211		
5	Psychologist II Psychology Associate II	49212		
6	Psychologist III Psychology Associate III	49213	Psychology Manager	49214

LOT 32	Psychologist I/Psychology Associate I	Code 49211	Pay Band 4
Complexity	<ul style="list-style-type: none"> Requires the ability to conduct psychological assessments and diagnose using current DSM-IV-TR and ICD-10 classification systems and determine the need for more specialized care. Skill in using various treatment modalities with minimal direct Clinical supervision in the treatment of mental disorders and/or developmental disabilities. Crisis intervention skills and ability to assess and manage risk of harm to self or others. Skill in maintaining therapeutic relationships and services while complying with ethical and professional standards. Ability to document services consistent with expectations of third parties. The Psychologist I require an advanced degree and licensure as a clinical, applied, or school psychologist, depending upon the assigned program. Licensure must demonstrate the training and educational background sufficient to fulfill this role. The Psychology Associate I may require advanced coursework and requires supervision by a licensed psychologist. May require the ability to develop training programs for professional and paraprofessional staff members. May require some expertise in a specific clinical area such as behavioral psychology, clinical psychology, substance use disorders, traumatic brain injury, or forensic psychology. 		
Results	<ul style="list-style-type: none"> Accurate diagnosis with appropriate recommendations for accommodations and interventions. Reports that are timely, readable and consistent with professional standards. Interventions that meet measurable goals, established in treatment plan. 		
Accountability	<ul style="list-style-type: none"> Exercises independent judgment within policy and parameters. Guidance is received on difficult cases, in the development of new clinical competencies, or in situations that present as ethical dilemmas. All services are provided under the direction of a higher-level Psychologist, 		

typically a licensed clinical psychologist.

LOT 33	Psychologist II/ Psychology Associate II	Code 49212	Pay Band 5
Complexity	<ul style="list-style-type: none"> • Work requires knowledge of a variety of psychological interventions such as psychotherapy, psychoanalysis, group therapy and program development and monitoring. • Work requires knowledge of a variety of psychological assessments Used for diagnosis, treatment planning, and treatment evaluation. • Possess skills in administering and interpreting cognitive, neuropsychological, achievement, adaptive behavior, vocational and personality tests to a wide variety of individuals with physical, mental and emotional disabilities. • The Psychologist II (licensed clinical psychologist) may require court testimony as expert witnesses. • The Psychologist II requires an advanced degree and licensure as a clinical, applied, or school psychologist sufficient to support the legal requirements of the assigned program. • The Psychology Associate II may require advanced coursework and requires supervision by a licensed psychologist. • May oversee the development, implementation and evaluation of developmental disabilities and mental health services. 		
Results	<ul style="list-style-type: none"> • Services meet the needs and expectations of referral sources inside and outside of the agency. • Accurate assessment and/or diagnosis with appropriate recommendations for services. • Services help to improve the treatment team's ability to meet Clients/consumers' goals. • Clinical reports that are timely, readable and consistent with professional standards. • Interventions that meet measurable goals, established in treatment plan. • Accurate assessment, diagnosis and treatment allowing clients to enhance their well being. • Decisions may affect systems beyond the immediate clinical area such as the legal system or the overall provision of psychological/neuropsychological services. 		
Accountability	<ul style="list-style-type: none"> • Licensed Psychologists exercise independent judgment regarding individual client care and may assume a leadership role in the mentoring and development of interns, postdoctoral fellows, or other educational or research affiliates. • Licensed Psychologists may serve as lead service provider, project team leader, supervisor of less experienced psychologists and/or associates. • Guidance is received on difficult cases, in the development of new clinical competencies, or in situations that present as ethical dilemmas. • 		

LOT 34	Psychologist III/ Psychology Associate III	Code 49213	Pay Band 6
Complexity	<ul style="list-style-type: none"> • Applies expertise, knowledge and experience in directing, evaluating, integrating, and coordinating behavior analysis/psychological/neuropsychological services. • The Psychologist III requires an advanced degree and licensure as a clinical, applied, or school psychologist, sufficient to support the legal requirements of the assigned program, and in addition, may require advanced training or certification in a recognized specialty. The Psychology Associate III may require advanced coursework and requires supervision by a licensed psychologist. 		
Results	<ul style="list-style-type: none"> • Effective decisions facilitate successful delivery and timing of services and treatment. • Decisions affect on-going program planning and general management. • Assessments, training/treatment plans, and follow-up appropriate for clients with complex needs. 		
Accountability	<ul style="list-style-type: none"> • Licensed Psychologist provides leadership in maintenance of quality assurance and direction and supervision to subordinate personnel. • Licensed Psychologist exercises independent judgment regarding client care and program services and assumes responsibility for subordinate staff. • The Psychologist III typically supervises unlicensed staff. 		

LOT 35	Psychology Manager	Code 49214	Pay Band 6
Complexity	<ul style="list-style-type: none"> • Applies clinical, programmatic and administrative knowledge. • Applies knowledge of management practices and principles. • Applies knowledge of facility and community MR, MH, or SA Services. • Work requires an advanced degree and licensure as a clinical, applied, or school psychologist, sufficient to satisfy the legal requirements of the assigned program, and in addition, may require advanced training or certification in a recognized specialty. 		
Results	<ul style="list-style-type: none"> • Effective program management promotes successful Therapeutic outcomes. • Actions impact efficient and effective allocation of resources and contribute to a positive community image. 		
Accountability	<ul style="list-style-type: none"> • Responsible for policy development, quality assurance, evidence-based practices and the supervision of psychology staff. • Determines overall direction of Comprehensive psychological services programs. • May serve as an expert consultant to public and private agencies. 		

H. Lot 36 through Lot 42 comprise Rehabilitation Therapies # 49230

Occupational Family: Health and Human Services - Pay Band Range: 3 - 6

Roles Comprising This Group

These roles describe the collective characteristics of the work performed by workers in the Rehabilitation Therapies Group. The roles define the paths for four types of licensed therapists (audiologist, speech/language pathologist, physical therapist, and occupational therapist); and, two types of unlicensed therapists (recreation therapist and music therapist) and two types of assistants (certified occupational therapist assistant and licensed physical therapist assistant).

PAY BAND	PRACTITIONER ROLES	ROLE CODE	MANAGEMENT ROLES	ROLE CODE
3	Therapist Assistant/Therapist I	49231		
4	Therapist II	49232		
5	Therapist III	49233	Therapy Manager I	49234
6			Therapy Manager II	49235

LOT 36	Therapist Assistant (license or certification required)	Code 49231	Pay Band 3
Complexity	<ul style="list-style-type: none"> • Applies knowledge acquired through formal education in an accredited program. • Applies knowledge of principles and practices related to therapeutic interventions. • Client assessments are based on information from standardized assessments (within practice guidelines), observations, medical records, caregivers, and clients. • Response to treatment is assessed to enable appropriate progression within the parameters of the treatment plan. • Work is performed within the parameters of established treatment plans and strategies. • Treatment interventions may include instructing in daily living skills, sensory-motor integration skills, mobility skills, therapeutic exercises, and various physical treatment procedures. • May be responsible for planning or leading group activities or classes. 		
Results	<ul style="list-style-type: none"> • Client receives educational information, guidance, and encouragement in performance of therapeutic activities. • Plans for therapy are implemented. • Client quality of life is improved. • Promotes client independence. 		
Accountability	<ul style="list-style-type: none"> • Ensures that clients perform activities and progress toward goals in accordance with treatment plan. • Records client progress for use by therapists. • Communicates immediately any change in client condition requiring medical attention or re-evaluation. • May provide direction to interns, students, or staff providing supportive services. • Works under supervision of a licensed therapist. 		

LOT 37	Therapist I (license not required)	Code 49231	Pay Band 3
Complexity	<ul style="list-style-type: none"> • Clients are assessed in leisure, recreation, and socialization skills based on information from standardized assessments, observations, medical staff, medical records, family, and clients. 		

	<ul style="list-style-type: none"> Plans, organizes, conducts, and modifies individual and group therapeutic interventions. Applies knowledge of principles and practices related to therapeutic program. Works as a member of an interdisciplinary treatment team and in collaboration with physicians, nurses, psychologists, social workers, other therapists, and other health care and vocation professionals. May be responsible for planning or leading group activities or classes. May be responsible for teaching clinical interns, students or staff. Client assessments are based on information from standardized assessments (within practice guidelines), observations, medical records, caregivers, and clients.
Results	<ul style="list-style-type: none"> Client's physical, mental, and social well being is encouraged. Client's depression, stress, and anxiety are reduced. Client's needs, interests, and choices are supported. Clients learn new leisure skills. Clients experience exercise, mental stimulation, and creativity through recreation and leisure activities.
Accountability	<ul style="list-style-type: none"> Provides clients with opportunities for physical activity, mental stimulation, creativity, and fun by the use of leisure activities, arts and crafts, animals, sports, games, dance and movement, drama, music, horticulture, and community outings. Evaluates and reports client progress. May provide guidance to interns, students, and staff providing supportive services.

LOT 38	Therapist II (RT Leadership)	Code 49232	Pay Band 4
Complexity	<ul style="list-style-type: none"> Conducts assessments, develops and implements treatment plans and intervention techniques, and evaluates results. Requires in-depth knowledge in area of specialization. Works as a member of an interdisciplinary treatment team. May require the application of knowledge of supervisory practices and principles. 		
Results	<ul style="list-style-type: none"> Therapeutic interventions are carried out in accordance with program plans. Program and services meet the needs of clients and are in accordance with agency and accrediting body standards. 		
Accountability	<ul style="list-style-type: none"> May supervise professional staff or programs. Decisions affect the efficiency and quality of service delivery. Program data shows progress. Client record indicates participation in appropriate recreation/leisure activities. 		

LOT 39	Therapist II (SLP/AUD)	Code 49232	Pay Band 4
Complexity	<ul style="list-style-type: none"> Applies knowledge acquired through formal education in an accredited program. Conducts client evaluations and re-evaluations using numerous standardized and informal assessment tools. 		

	<ul style="list-style-type: none"> • Interprets assessment data to make diagnoses and develop scientifically based treatment plans that meet individual client needs. • Works in collaboration with physicians, psychologists, social workers, other therapists, and other health care and vocation professionals. • Works as a member of an interdisciplinary treatment team. • Selects and implements appropriate therapeutic interventions based on client needs. • May design and fabricate adaptive equipment and instruct clients in its use. • Provides education to professionals, paraprofessionals, families, and caregivers regarding specific communication and cognitive disabilities and management techniques.
Results	<ul style="list-style-type: none"> • Clients develop or recover reliable communication, auditory, and cognitive skills that enable them to meet educational, vocational, social, and independent living goals. • Program and services meet the needs of clients and are in accordance with agency and accrediting body standards.
Accountability	<ul style="list-style-type: none"> • Documents client initial evaluation, progress, and problems. • Documentation affects reimbursement to the organization. • Decisions affect the efficiency and quality of service delivery.

LOT 40	Therapist III	Code 49233	Pay Band 5
Complexity	<ul style="list-style-type: none"> • Applies knowledge acquired through formal education in an accredited program. • Numerous evaluative tools are used to assess needs and evaluate progress toward goals. • May design and fabricate adaptive equipment and instruct clients in its use. • Selects and implements appropriate therapeutic interventions based on individual client needs. • Works in collaboration with physicians, psychologists, social workers, other therapists, and other health care and vocation professionals. • Works as a member of an interdisciplinary treatment team. • Some positions require knowledge of supervisory practices and principles. • May instruct other clinical professionals in areas of expertise in assessment and treatment techniques. 		
Results	<ul style="list-style-type: none"> • Daily living and work skills as well as overall fitness and health are developed, recovered, or promoted. • Clients progress toward identified goals for independent, productive, and satisfying lives. 		
Accountability	<ul style="list-style-type: none"> • Plans and implements programs. • Documents activities and progress, modifying therapeutic interventions when necessary. • Documentation affects reimbursement to the organization. • Some positions lead or supervise professionals and paraprofessionals or may take a team leadership/mentoring position in specific areas of expertise. • Independently identifies problems and provides services to clients. 		

LOT 41	Therapist Manager I	Code 49234	Pay Band 5
Complexity	<ul style="list-style-type: none"> • Plans and implements speech, language and hearing services. • Coordinates services with other programs. • May instruct other clinical professionals on disorders of speech and hearing. • Applies knowledge acquired through formal education in an accredited program. • Applies knowledge of management principles and practices. 		
Results	<ul style="list-style-type: none"> • A high-quality comprehensive speech and hearing diagnostic and therapy program. • Tests and treatments for impaired hearing and communication are available to relevant client groups. 		
Accountability	<ul style="list-style-type: none"> • Develops, manages plans, organizes, directs, controls, and coordinates programs. • Manages fiscal aspects of program in accordance with all legal and regulatory guidelines. • Evaluates program standards and assesses client progress based on program and individual objectives. • Oversees staff and administrative and clinical functions. • Accountable for program performance. • Keeps abreast of the most recent developments in testing and treatment in order to evaluate and recommend modern clinical procedures and testing and treatment equipment. • Develops, plans, and administers the training program for student interns, therapy aides, and others 		

LOT 42	Therapist Manager II	Code 49235	Pay Band 6
Complexity	<ul style="list-style-type: none"> • Responsibility exists for planning and directing a wide range of therapeutic services in a number of operational work units. May also provide direct therapy services. • Coordinates program development and modifications with other services to ensure that clients receive fully integrated services. • Prepares and delivers lectures in area of expertise to other clinical professionals and students. • Applies knowledge acquired through formal education in an accredited program. • Applies knowledge of comprehensive therapeutic rehabilitative services. • Applies knowledge of management principles and practices. 		
Results	<ul style="list-style-type: none"> • A high-quality comprehensive rehabilitative therapy program. • Program complies with accreditation and certification standards governing service delivery. 		
Accountability	<ul style="list-style-type: none"> • Develops, manages plans, organizes, directs, controls, and coordinates programs. • Evaluates program standards and assesses client progress based on program and individual objectives. • Oversee staff and administrative and clinical functions. • Develops, plans, and administers the training program for student interns, 		

	<p>therapy aides, and others.</p> <ul style="list-style-type: none"> Keeps abreast of the most recent developments in testing and treatment in order to evaluate and recommend modern clinical procedures and testing and treatment equipment. Accountable for program performance.
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LOT 44	Dentist I	Code 49031	Pay Band 6
Complexity	<ul style="list-style-type: none"> Applies knowledge of the principles, practices and regulations governing clinical dentistry. Applies knowledge of principles of supervision. May have program administration and supervision of staff. 		
Results	<ul style="list-style-type: none"> Clients receive appropriate and quality dental care. Dental care is provided in a professional manner ensuring that there are no liable actions. Ensures a positive impact on oral health. 		
Accountability	<ul style="list-style-type: none"> As professionals delivering or directing complete dental care, employees are directly accountable for their actions. Positions administer dental care without supervision. Exercises sound judgment in effective direction and leadership. May supervise others in performing of dental services. 		

LOT 45	Dentist II (Dental Manager Code 49033)	Code 49032	Pay Band 7
Complexity	<ul style="list-style-type: none"> Applies knowledge of dental treatment procedures, dental hygiene and oral surgical procedures. Requires additional formal education, certification, or license to practice oral surgery. 		
Results	<ul style="list-style-type: none"> Clients receive appropriate and quality specialty dental and oral surgery care. Invasive procedures are administered in a manner resulting in no serious impact on client's health or a liability to the state. 		
Accountability	<ul style="list-style-type: none"> Serve as expert practitioners and are directly accountable for their actions. Act as an authority in dental services and oral surgery to resolve the most severe and significant dental health problems. 		

LOT 46	Pharmacist I	Code 49131	Pay Band 5
Complexity	<ul style="list-style-type: none"> Applies knowledge of principles, practices, and laws governing pharmacy. Frequently consults on matters related to administration of drugs with pharmaceutical companies, pharmacy facilities and businesses, clinical and programmatic staff, insurance carriers, customers, and schools of pharmacy. Assignments include all aspects of dispensing prescriptions and medical supplies and inventory management within a pharmacy. 		

	<ul style="list-style-type: none"> Adheres to accreditation standards and other regulatory requirements for dispensing and storing drugs.
Results	<ul style="list-style-type: none"> Customer receives prescribed medication/supplies and advice on usage, side effects and interactions of medications. Drugs are prepared and stored according to prescribed standards. Pharmacies operate in accordance with regulatory standards. Exceptions are reported.
Accountability	<ul style="list-style-type: none"> Independently resolves daily pharmacy issues. Directly responsible for customer consultation. May supervise paraprofessionals.

LOT 47	Pharmacy II (Supervisory)	Code 49132	Pay Band 6
Complexity	<ul style="list-style-type: none"> Applies knowledge of clinical and administrative practices and laws governing pharmacy. Supervises administrative, clinical, and operational aspects of a pharmaceutical work unit. Applies knowledge of the principles of supervising and directing the work of others. 		
Results	<ul style="list-style-type: none"> Pharmacy operates according to state and federal regulations and within allocated resources. Customers receive the correct medications and advice on the use of specific drugs. 		
Accountability	<ul style="list-style-type: none"> Exercises sound judgment in effective direction and leadership; makes administrative and clinical decisions independently. Provides guidance and training for other staff. Helps others to resolve technical problems. Develops on-site programs, monitors quality assurance, and is responsible for administrative as well as clinical functions. 		

**CONTRACT E194-75647 – MA2336
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
GATEWAY HEALTHCARE PROFESSIONALS**

1. SCOPE OF CONTRACT

This is a Contract between the Division of Purchases and Supply, Department of General Services, acting as an agent of the Commonwealth of Virginia ("Commonwealth" or "Department of General Services" or "DGS" or "Division of Purchases and Supply" or "DPS") and Gateway Healthcare Professionals (the "Contractor" or "GWP"), having its principal place of business at 8002 Discovery Drive, Suite 218, Henrico, VA 23229 for the provision of **Temporary Medical Worker Services**, pursuant to the Commonwealth's Request For Proposal #E194-75647-R, dated August 23, 2016 (the "RFP") and the Contractor's proposal, dated September 12, 2016 in response thereto.

2. INTERPRETATION OF CONTRACT

As used in this Contract, "product" and "deliverables" shall include all related materials and documentation developed and provided in the performance of Contract, whether in machine-readable or printed form, and produced or provided pursuant to this Contract, or any order resulting from this Contract.

Headings are for reference purposes only and shall not be considered in construing this Contract.

The documents comprising this Contract, and their order of precedence in case of conflict, are: (1) this Contract, consisting of terms and conditions included herein, including all Attachments hereto; (2) Attachment B – Negotiated Modifications (3) all executed orders and Attachments referencing the Contract (4) the RFP #E194-75647-R and all issued addenda; and (5) the Contractor's proposal submitted in response to the RFP. The foregoing documents represent the complete and final Contract of the parties with respect to the subject matter of this Contract.

If any term or condition of this Contract is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Contract shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

3. AUTHORIZED USERS

This contract is the result of a competitive solicitation and its use is **Optional** for all Statewide Agencies and **Optional** for other public bodies and entities authorized to use the contract by the Code of Virginia § 2.2-1120(D), to include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the

Internal Revenue Code, in the purchase of any commodity listed herein.

4. TERM

The Contract shall be effective from July 1, 2017 through June 30, 2019. All orders and related documents shall survive the period of performance stated in this section until such time as all orders (executed prior to the expiration date of the Contract) have been completely performed.

5. RENEWAL OF CONTRACT

The Contract may be renewed for up to three (3) additional one (1) year successive periods under the terms and conditions of the original contract and upon mutual written agreement between the parties. Written notice of the Commonwealth's intention to renew shall be given approximately ninety (90) days prior to the expiration date of each contract period, of the Commonwealth's intent to renew the Contract.

6. PRICE ESCALATION-DE-ESCALATION

Price adjustments may be permitted for changes in the contractor's cost of providing services not to exceed the increase in the following index/indices: Medical Services (Series ID CUUR0000SA0 or CUUR0000SAM2). No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 calendar days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

7. Contract Kick-Off Meeting

Within 30 days of Contract award, Contractor may be required to attend a contract orientation meeting, along with the DGS/DPS contract manager/administrator, representative for SWaM and VSSI Sales/Surcharge reporting, as applicable, and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all

administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract. The Contractor may be required to have its assigned account manager as specified in B. General Requirement's paragraph 3 of this contract and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Contractor and other meeting participants by the DGS/DPS contract manager

8. VENDORS MANUAL

This Contract is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.

9. APPLICABLE LAWS AND COURTS

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the Contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

10. ANTI-DISCRIMINATION

The Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every Contract over \$10,000 the provisions in A. and B. below apply:

A. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to

the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

- B. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

11. ETHICS IN PUBLIC CONTRACTING

The Contractor certifies that the Contract has been entered into without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written Contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

13. DEBARMENT STATUS

Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by the original solicitation or any resulting contract. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

14. ANTITRUST

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

15. PAYMENT

A. To Prime Contractor:

1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
3. All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the *Virginia Debt Collection Act*.
5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

B. To Subcontractors:

1. Contractor is hereby obligated:
 - a. To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the Subcontractor(s) under the Contract; or
 - b. To notify the agency and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
2. The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one (1) percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in B.1.b above. The date of mailing of any payment by U. S. Mail is deemed to be payment

to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime Contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from Subcontractor default) with the SWAM procurement plan. Final payment under the Contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages Contractors and Subcontractors to accept electronic and credit card payments.

16. QUALIFICATIONS OF CONTRACTOR

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the services/furnish the goods. The Commonwealth reserves the right to inspect, without advance notice, Contractor's physical facilities at any time during the initial term and any subsequent renewal periods, to satisfy questions regarding the Contractor's capabilities.

17. TESTING AND INSPECTION

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

18. ASSIGNMENT OF CONTRACT

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

19. CHANGES TO THE CONTRACT

Changes can be made to the Contract in any of the following ways:

- A. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
- B. The Purchasing Agency may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one (1) of the following methods:

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the Contract generally.

20. TERMINATION FOR DEFAULT

In case of default by a contractor for failure to deliver or perform in accordance with the contract specifications or terms and conditions, the Commonwealth may procure the articles or services from other sources and hold the defaulting contractor responsible for any resulting additional purchase and administrative costs. The Commonwealth will normally repurchase from the next lowest offeror or purchase competitively by re-solicitation. If the repurchase results in increased costs to the Commonwealth, a letter will be sent to the defaulted contractor requiring payment for additional costs. When repayment is requested, the contractor will be removed from the mailing list until the repayment has occurred. However, in the case of default, contracts may be canceled at any time without the contractor's consent. The Commonwealth also reserves the right to cancel all contracts with any contractor who fails to perform for any one contract.

21. TAXES

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

22. DRUG-FREE WORKPLACE

During the performance of this Contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

23. NONDISCRIMINATION OF CONTRACTORS

A Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Contractor employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific Contract is not in its best interest. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

24. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

25. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the

term of the Contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

26. FINANCIAL WARRANTY

Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the "financial deal") applicable to purchases under this Contract is always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, Contractor shall immediately notify the Commonwealth of the details and, at the Commonwealth's option, sign an amendment to this Contract, so that an equivalent financial deal for the affected good(s)/service(s) is also available as an option under this Contract. Contractor may request exemption if the better financial deal was for a spot purchase, and the Commonwealth shall grant such request if the Commonwealth in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon the Commonwealth's request (and annually), Contractor shall submit an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to the Commonwealth or others the financial terms made available to the public body, and upon request from the Commonwealth, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and the Commonwealth. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor

27. AUDIT

The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

28. USE OF CONTRACT BY THIRD PARTIES

In accordance with the Code of Virginia § 2.2-4304, entitled "Cooperative Procurement," the intent of this Contract is to allow for such cooperative procurement to the maximum extent possible. Accordingly, any public body, or public health, public educational or public institution, or public laboratory or institution may access and use this Contract, if agreeable to Contractor and in accordance with the ordering provisions governing this Contract, together with all other Contract terms and conditions herein.

Participation in this cooperative procurement by any public body is voluntary. If agreed to by Contractor, this Contract may be used by the entities stated above to procure goods and/or services in accordance with "Attachment "A," entitled Goods and Pricing Schedule", attached hereto and incorporated herein.

Contractor shall notify the Commonwealth of Virginia, Division of Purchases and Supply (DPS) in writing by providing DPS a Contract Sales and Usage report for any entity placing

an order(s) to use this Contract in accordance with Contract Reporting provisions, herein.

This is a master contract and no modification of the Contract is required for an Authorized User to participate. However, any Authorized User outside the Commonwealth of Virginia, but within the United States, or any territory or legal entity thereof, and Contractor shall complete a "Participating Addendum," to be provided by DPS, prior to the use of the Contract before the Contractor shall accept any order from such an Authorized User outside of the Commonwealth, with a copy of the completed Participating Addendum provided to the Contract Officer, DPS Procurement.

Authorized Users will place their own orders directly with the Contractor and will fully and independently administer their use of this Contract to include contractual disputes, and invoicing and payments, without direct administration from DPS. Neither the Commonwealth nor DPS shall be held liable for any costs or damages by any other participating Authorized User as a result of any authorization by the Contractor to use the Contract.

Contractor hereby certifies and warrants that neither the Commonwealth nor DPS are responsible for any acts or omissions of any Authorized User, and shall not be considered in default of this Contract, no matter the circumstances.

The use of the Contract does not preclude any participating Authorized User from using other agreements or competitive processes as their needs may require.

29. AUTHORIZED REPRESENTATIVES

This Contract may be modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so denoted below, or their duly authorized designees. No modifications to this contract shall be effective unless in writing and signed by the duly authorized representative of both parties, delineated below. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Authorized Representatives:

COMMONWEALTH OF VIRGINIA
Shawnda M. Brown Contract Officer
1111 East Broad Street
Richmond, VA 23218
Tel.: 804-786-3858
Email: shawnda.brown@dgs.virginia.gov

GATEWAY HEALTHCARE PROFESSIONALS
James Driscoll, Managing Partner
8002 Discovery Drive, Suite 218
Henrico, VA 23229
Tel.: 804-767-4047
Email: jdriscoll@gatewayhealthpros.com

UNDER NO CIRCUMSTANCES SHALL ANY AUTHORIZED USER OR OTHER ENTITY HAVE THE AUTHORITY TO MODIFY THIS CONTRACT WITHOUT WRITTEN CONSENT OF THE AUTHORIZED REPRESENTATIVES.

30. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or

nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

31. PROMOTIONAL DISCOUNTS

For any special or promotional sale prices, reductions, or other discounts provided to any Authorized User eligible to use this Contract, Contractor shall immediately extend and provide notification of such sale prices or discounts to the Commonwealth and all other Authorized Users during the term of the Contract. Such notice shall also advise the duration of the specific sale or discount price. The Contract Officer shall be provided notice in advance of any such promotional discount being extended to any Authorized User that is eligible to utilize this Contract.

32. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT

By their signature on this Contract, Contractor certifies and warrants that their firm, and any individual employees and/or subcontractor(s) is/are properly certified and/or licensed by the appropriate federal, state, or other regulatory authorities to provide all goods/services specified or fulfill the requirements delineated herein.

33. PRIME CONTRACTOR RESPONSIBILITIES

The Contractor shall have prime responsibility for completely supervising and directing all work performed, goods provided and/or services provided under this Contract, and for all subcontractors the Contractor may utilize. Subcontractors that perform work under this Contract shall be responsible to the prime contractor. Contractor agrees that it shall be fully and solely responsible for the acts and omissions of its subcontractors and of any persons employed by them as he is for the acts and omissions of his own employees.

34. SUBCONTRACTS

No portion of the work shall be subcontracted without prior written consent of the Contract Officer. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Contract Officer the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.

35. CONTRACTOR ACCESS TO AUTHORIZED USER LOCATIONS

The Commonwealth or any Authorized User using the Contract shall grant to Contractor personnel such access to their location as may be necessary or appropriate for Contractor to perform its obligations under this Contract, subject to all security issues. For any individual Authorized User location, the Contractor may be required to undergo additional security procedures that may include but not be limited to; records verification, submission of

photos and or fingerprints, etc. The Contractor may at any time, for any Authorized User location, be required to undertake the execution and completion for each individual employee, the requirement of the submission of additional forms that the Authorized User would consider reasonable for security measures. These forms may include the individual employee's agreement that all Authorized User information that is garnered while at the Authorized User's site is confidential and proprietary. Any unauthorized release of proprietary information by the Contractor or Contractor's employees shall constitute a breach of this Contract, and subject to any remedies the Commonwealth or any Authorized User is entitled to thereby.

36. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION

The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this Contract, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement

37. EVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS

The Contract will utilize multiple purchase order(s) with the eVA transaction fee specified below assessed for each order.

For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

- (i) DSBSD-certified Small Businesses: 1.0%, capped at \$500 per order.
- (ii) Businesses that are not DSBSD-certified Small Businesses: 1.0%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Contractor shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

Failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange

Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dqs.virginia.gov

38. EXCLUSIVITY OF TERMS AND CONDITIONS

No employee or agent of the Commonwealth or Authorized User shall be required to sign or execute any additional contract, license or other contract containing contractual terms and conditions; excluding the Participating Addendum as required for as stipulated under the section herein entitled "Use Of Contract By Third Parties." Notwithstanding the aforementioned, any documents signed by persons other than the Director, DPS Procurement or their authorized designee shall have no validity or effect upon the Contract

39. LOBBYING AND INTEGRITY

Contractors are cautioned that communications with individuals other than the Contract Officer may result in incorrect and/or insufficient information being provided. In addition, the Contractor shall not, in connection with this or any other contract or agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of or at the direction or request of any state officer or employee.

Upon request of the Commonwealth of Virginia's, Department of General Services, the Offeror shall provide any type of information the Agency deems relevant to the Contractor's integrity or responsibility to provide the services or goods, described herein.

40. ORDERS

Authorized Users may order Goods and/or Services from this Contract by any of the following methods:

- a. eVA: An eVA order will be issued by an ordering entity of the Commonwealth or any Authorized User through the Commonwealth's electronic procurement website portal <http://www.eva.virginia.gov>.
- b. Purchase Order (PO): An official PO form issued by an Authorized User.
- c. Charge Card:
 - i. Any order/payment transaction processed through the Commonwealth's contract with Bank of America (BOA), or any then-current contracted card provider. Each Charge Card Order must not exceed \$5,000, or any then-current authorized charge card limit.
 - ii. Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA, that is under contract for the use by the ordering Authorized User.

This ordering authority is solely limited to issuing orders for Goods and/or Services available under this Contract.

41. MANDATORY ACCEPTANCE OF SMALL PURCHASE CHARGE CARD (SPCC)

Purchasing charge cards offer Commonwealth of Virginia agencies and public entities the opportunity to streamline their procedures for procuring and paying for small dollar goods and/or services. Offerors responding to this solicitation should note that acceptance of payment by purchase card is mandatory (unless waived by DPS) within 90 calendar days of contract award.

Charge Card Levels: The amount of data passed for each charge card payment depends on the level at which the charge card is established. Payment for orders issued against the contract(s) resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. The levels are delineated below and vendors must establish their card account at Level 2, which is mandatory, or Level 3, which is optional. Information on the various levels for the Visa Purchase Card is indicated below.

- **Level 1** - vendors provide basic charge card purchase information, including but not limited to the data listed below. By passing "Basic Data", the vendor has a standard interchange cost.
 - o Supplier Name
 - o Merchant Category Code
 - o Date
 - o Total Purchase Amount

- **Level 2** - vendors provide additional information to the Level 1 elements, including but not limited to the data listed below. By passing Level 2 detail, the vendor will receive lower interchange costs. Level 2 is mandatory for any vendors who do business with the Commonwealth of Virginia and accept the Visa Card.
 - o Customer Code (PCO Number from eVA); and
 - o Vendor Tax ID

- **Level 3** - vendors provide line item detail, in addition to the Level 1 and Level 2 elements, including but not limited to the data listed below. By passing Level 3 (optional) data which is considered Superior data, the vendor will receive the lowest interchange costs.
 - o Item Description
 - o Item Quantity
 - o Item Unit of Measure
 - o Product Code
 - o Freight Amount
 - o Extended line Item Amount

42. E-VERIFY PROGRAM

Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50

employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

43. CANCELLATION OF CONTRACT

The Contract Officer reserves the right to cancel and terminate any resulting Contract, in part or in whole or individual order, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial Contract period is for more than twelve (12) months, then the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the Contract period upon sixty (60) days written notice to the other party. Any Contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.


44. TRANSITION OF SERVICES

Prior to or upon expiration or termination of this Contract and at the request of DGS/DPS contract manager, the Contractor agrees:

- a. to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
- b. to provide all assistance to DGS/DPS and Authorized Users as may be reasonably required to transition Services to any other Contractors with whom DGS/DPS contracts for provision of services identical to or similar to the Services provided by Contractor pursuant to this Contract.
- c. that the DGS/DPS Contract Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- d. to furnish a plan for transition services for up to sixty (60) days after this contract expires and shall negotiate in good faith the plan with the successor to provide such assistance at no charge or fees to DGS/DPS or any Authorized User. This plan shall be subject to the Contract Officer's approval.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

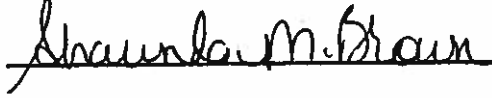
**GATEWAY HEALTHCARE
PROFESSIONALS**

BY: 
NAME: James B. Driscoll
Printed

TITLE: Managing Partner

DATE: June 28, 2017

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
DIVISION OF PURCHASES AND SUPPLY**

BY: 
NAME: Shawnda M. Brown
Printed

TITLE: Statewide Strategic Sourcing Officer

DATE: 06/30/17

**ATTACHMENT A
TO
CONTRACT E194-75647-R – MA2336
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GATEWAY HEALTHCARE PROFESSIONALS
GOODS AND PRICING SCHEDULE**

Attachment "A" is hereby incorporated into and made an integral part of Contract E194-75647-R-MA2336 between the Commonwealth of Virginia and Gateway Healthcare Professionals. In the event of any discrepancy between this Attachment "A" and the Contract, the provisions of the Contract shall control.

45. LISTING OF GOODS AND SERVICES

All requirements stated in the Commonwealth's RFP #E194-75647-R, Section III, entitled "Statement of Needs"; and the Solution, including all goods and services, and integral products to the Solution, as applicable and as delineated in Contractor's proposal, submitted in response thereto, for the provision of **Temporary Medical Worker Service** as delineated therein, in accordance with the following, or as otherwise stipulated in any Modification to this Contract.

46. CONTRACT PERIOD

The contract shall be effective from July 01, 2017 through June 30, 2019.

There are three (3) potential one-year renewal options available for this contract.

47. PRICING SCHEDULE

The following pricing schedule reflects a selection of commonly purchased goods to be provided to the Commonwealth under this Contract. This schedule represents the Contractor's all-encompassing fees for the negotiated goods. This list is not all-inclusive. Any items categorized by the following discount structure shall also be considered part of the Contract. If there is conflict in pricing between the specific items outlined in the pricing schedule and the discount structure, the lower of the two prices shall prevail.

Non- Northern Virginia - Zones 98, 99, 101, 102			
Position Pay Bands	Minimum Hourly Pay Rate	Maximum Hourly Pay Rate Not to Exceed	Regular Markup % (Offeror complete this % for each Position Pay Band)
1	\$7.66	\$18.60	70%
2	\$10.01	\$23.66	65%
3	\$11.96	\$27.86	60%
4	\$15.63	\$35.75	55%
5	\$20.43	\$46.06	50%
6	\$26.68	\$59.53	50%
7	\$34.85	\$77.13	40%
8	\$45.53	\$100.12	35%

Northern VA – Zones 99			
Position Pay Bands	Minimum Hourly Pay Rate	Maximum Hourly Pay Rate Not to Exceed	Regular Markup % (Offeror complete this % for each Position Pay Band)
1	\$7.66	\$24.18	70%
2	\$10.01	\$30.75	65%
3	\$11.96	\$36.22	60%
4	\$15.63	\$46.48	55%
5	\$20.43	\$59.88	50%
6	\$26.68	\$77.39	50%
7	\$34.85	\$92.56	40%
8	\$45.53	\$120.14	35%

48. REPORTING REQUIREMENTS

During the term of the Contract, or any renewal thereof, the Contractor agrees that the following reports shall be submitted to the Contract Officer. Failure to comply with reporting and payment requirements of this section may result in payment(s) being withheld until compliance with the plan is received and confirmed. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

Reports include, but are not limited to, the following:

A. Contractor's Quarterly Report of Sales

On a quarterly basis, the Contractor shall provide the Contract Officer with reports of the total dollar volume of purchases by each Contract User. Reports shall be due no later than the 15th day of the month following the reported quarter end. If the 15th of the month falls on a weekend or holiday, the report shall be due the next business day. All quarterly reports, in an unlocked spreadsheet format, shall be delivered electronically to the Contract Officer at shawnda.brown@dgs.virginia.gov. An electronic copy shall also be delivered to the following email address: vappreport@dgs.virginia.gov.

Failure to submit information in the required format and time may result in cancellation of the awarded contract.

B. Sur-Charge Adjustment (SCA)

The contractor must pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this contract. DGS will not issue invoices or statements. The contractor must remit the SCA fee by the last day of the month following the end of the calendar quarter. The SCA fee equals two percent (2%) of the quarterly reported total invoiced sales. The SCA fee amount due must be paid by check with identification of "Contract Number," "Report Amounts," and "Report Period" on either the check stub or other remittance material. DGS may, at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates the agreement, then the payment shall be made by check as described herein.

Checks shall be payable to: **Treasurer, Commonwealth of Virginia**

Checks shall be mailed to:
DGS/Division of Purchases and Supply
ATTN: SCA Coordinator
PO Box 1199
Richmond, VA 23219-1199

If the full amount of the SCA fee is not paid within 30 calendar days of due date, it shall constitute a debt that the Contractor is obligated contractually to pay to the Commonwealth of Virginia, and the Commonwealth may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the SCA fee in

a timely manner may result in termination or cancellation of this contract.

49. INVOICING AND PAYMENT

a. Invoices

The Contractor shall submit an accurate and proper invoice as applicable, promptly to any Authorized User after all Services covered by the invoice have been provided. The Contractor shall invoice in arrears weekly/monthly as prearranged with the Authorized User. No invoice may include any cost other than those identified in the Individual Purchase Order referencing this Contract. Invoices for required tests/reports shall be issued separately. Invoices shall provide at a minimum:

- i. Contract Number
- ii. Purchase Order Number
- iii. Invoice number
- iv. Invoice date
- v. Name of Authorized User (the ordering entity) and point of contact
- vi. Supervisor name if not the same as point of contact
- vii. Name of worker, position filled, services provided, hours worked by date, regular time or overtime
- viii. Pay rate for worker and total charges per hour, line total, and invoice total
- ix. If not utilizing the eVA ACP electronic time keeping system, a completed time card must accompany the invoice.

Contractor shall render invoices for any Authorized User in accordance with the instructions contained in the Purchase order.

b. Methods of Payment

- i. Payment will be made thirty (30) days after receipt of goods and/or services or a valid invoice, whichever is later. Contractor shall submit a valid invoice to the invoice address designated in any order issued by an Authorized User in accordance with the invoice mailing instructions therein.
- ii. For valid invoices in the amount of \$5,000 or less, or any then-current charge card small dollar usage threshold, Contractor shall accept payment using the Commonwealth of Virginia's Small Purchase Charge Card (SPCC), if the SPCC card is offered for payment. For any amount exceeding \$5,000, or any then-current charge card small dollar usage threshold, Contractor shall accept payment by the Commonwealth's Gold Card, if the Gold Card is offered for payment.
- iii. If the Contractor bills for services not specified in the Scope or Services, or at rates greater than those specified in the Contract, an Authorized User shall submit a Procurement Complaint Form.

I. DGS POINT OF CONTACT

Contract Administration/Compliance

Shawnda M. Brown, VCO
Statewide Contract Officer
Division of Purchases and Supply
1111 East Broad Street
Richmond, VA 23219
Tel: 804-786-3858
Fax: 804-786-5712
Email: shawnda.brown@dgs.virginia.gov

Contract Information

Shawnda M. Brown, VCO
Statewide Contract Officer
Division of Purchases and Supply
1111 East Broad Street
Richmond, VA 23219
Tel: 804-786-3858
Fax: 804-786-5712
Email: shawnda.brown@dgs.virginia.gov

II. CONTRACTOR POINTS OF CONTACT

Primary Contact

Cheryl Pretlow
Project Manager
Gateway Healthcare Professionals
8002 Discovery Drive Suite 218
Henrico, Virginia 23229
Tel: 804-767-4050
Email: cpretlow@gatewayhealthpros.com

Billing/Administration

Donna Hayes
Human Resources Manager
Gateway Healthcare Professionals
8002 Discovery Drive Suite 218
Henrico, Virginia 23229
Tel: 804-767-4050
Email: dhayes@gatewayhealthpros.com

ATTACHMENT B
TO
CONTRACT E194-75647-R – MA2336
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GATEWAY HEALTHCARE PROFESSIONALS

50. NEGOTIATED MODIFICATIONS

Attachment "B" is hereby incorporated into and made an integral part of Contract E194-75647-R-MA2336 between the Commonwealth of Virginia and Gateway Healthcare Professionals. In the event of any discrepancy between this Attachment "B" and the Contract, the provisions of the Contract shall control.

1. The contractor agrees to maintain a minimum of five (5) on-call RNs and eight (8) on-call LPNs on a daily basis specifically for the Commonwealth of Virginia to exclude additional fees other than contractual hourly rate.
2. For facilities that require training, the Contractor agrees to pay their employee for training in advance. The using agency must provide an estimate of how many hours will be required and the Contractor must agree to the estimate before the temporary employee is approved for the assignment. The using agency will pay the Contractor for all training hours once the temporary employee has completed an assignment or assignments at that facility equal to 2 times the confirmed and worked training hours. The temporary employee must not miss any required days of training and must not exceed more than one (1) excused tardy arrival during training. If the temporary employee does not complete an assignment or assignments equivalent to 2 times the training hours, the Contractor will not be paid for the training hours by the using agency for this temporary employee. The temporary employee's pay will be docked by 2 hours in the event there has been an excused absence during training. There are exceptions to this rule in the event of a death in the family, illness and other unforeseen occurrences as approved by the using agency.
3. The Contractor has agreed to establish a referral program uniquely for the Commonwealth of Virginia. The referral program for the Commonwealth of Virginia will state that LPNs and RNs referred to your company by your existing registered employees are incentivized by hours worked versus just being referred. For example, if your employee Jane Doe refers Sandra Doe, Jane Doe and/or Sandra Doe would only receive the established referral bonus after Sandra Doe has completed one or multiple assignments totaling a minimum of 40 hours.
4. The Contractor agrees to provide the using agency a 10% discount on the hourly rate up to 40 hours for temporary employees who are referred to the Contractor who are currently on assignment with a contractor under Contract number E194-44378 whose company was not awarded a new contract resulting from RFP E194-75647-R. The

reduced rate will only apply to our transition period. The transition period is from July 01, 2017 through August 29, 2017. After the transition period, no using agency shall refer temporary employees to any of the existing Contractors and receive a reduced rate even if your company already has a program in place that allows said referral reduction.

5. The Contractor agrees to confirm all temporary employees on assignment with the using agency one (1) day prior to the start of a shift and two (2) hours before the start of the shift and communicate the confirmations by email to the agency requesting the temporary worker.
6. The Contractor agrees to pre-screen the temporary employee to confirm whether or not the temporary employee is registered or has been registered with one of the other Contractors within the last 180 days of the assignment date. If the temporary employee is registered with one or more of the existing Contractors, the Contractor agrees to verify their current or prior performance for previous worked assignments.
7. When a temporary employee is registered with multiple Contractors, the Contractor agrees to increase or decrease their hourly rate so that all Contractors are paying the same hourly rate for the requested position title for this assignment. An example has been provided below. Rates are for example purposes only.

Example:

Company A's rate: \$20
Company B's rate: \$20.75
Company C's rate: \$21

The average of all three would be \$20.58 and this would be the hourly rate for this candidate for all three companies. The average rate would be communicated to all three companies.

End of Example

8. The Contractor agrees to a 60 (Contractor)/40 (COVA) split for temporary employees who are willing to travel 50-100 miles and overnight stay for assignments with the Commonwealth of Virginia. Travel expenses include mileage and hotel. Traveling staff must not exceed five (5) consecutive days and ten (10) days total within one (1) month. Any travel beyond the five (5) consecutive and ten (10) day total tolerance will be at the expense of the temporary employee or Contractor or both per your established policy and procedures. Travel rates must comply with the Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts. These policies can be found at the following website: <http://www.doa.virginia.gov>. The current or then current policies are dictated and updated at the discretion of the Department of Accounts.

1.	SCOPE OF CONTRACT	1
2.	INTERPRETATION OF CONTRACT.....	1
3.	AUTHORIZED USERS	1
4.	TERM.....	2
5.	RENEWAL OF CONTRACT	2
6.	PRICE ESCALATION-DE-ESCALATION	2
7.	Contract Kick-Off Meeting.....	2
8.	VENDORS MANUAL	3
9.	APPLICABLE LAWS AND COURTS	3
10.	ANTI-DISCRIMINATION.....	3
11.	ETHICS IN PUBLIC CONTRACTING.....	4
12.	IMMIGRATION REFORM AND CONTROL ACT OF 1986	4
13.	DEBARMENT STATUS	4
14.	ANTITRUST.....	4
15.	PAYMENT	5
16.	QUALIFICATIONS OF CONTRACTOR.....	6
17.	TESTING AND INSPECTION.....	6
18.	ASSIGNMENT OF CONTRACT	6
19.	CHANGES TO THE CONTRACT	6
20.	TERMINATION FOR DEFAULT	7
21.	TAXES.....	7
22.	DRUG-FREE WORKPLACE.....	8
23.	NONDISCRIMINATION OF CONTRACTORS.....	8
24.	AVAILABILITY OF FUNDS	8
25.	AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH	8
26.	FINANCIAL WARRANTY.....	9
27.	AUDIT	9
28.	USE OF CONTRACT BY THIRD PARTIES.....	9
29.	AUTHORIZED REPRESENTATIVES.....	10
30.	INDEMNIFICATION.....	10
31.	PROMOTIONAL DISCOUNTS	11
32.	CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT	11
33.	PRIME CONTRACTOR RESPONSIBILITIES	11
34.	SUBCONTRACTS.....	11
35.	CONTRACTOR ACCESS TO AUTHORIZED USER LOCATIONS.....	11
36.	CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION	12
37.	EVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS.....	12
38.	EXCLUSIVITY OF TERMS AND CONDITIONS	13
39.	LOBBYING AND INTEGRITY.....	13
40.	ORDERS	13
41.	MANDATORY ACCEPTANCE OF SMALL PURCHASE CHARGE CARD (SPCC)	14
42.	E-VERIFY PROGRAM.....	14
43.	CANCELLATION OF CONTRACT	15
44.	TRANSITION OF SERVICES	15
	ATTACHMENT A.....	1
45.	LISTING OF GOODS AND SERVICES.....	1
46.	CONTRACT PERIOD	1

47. PRICING SCHEDULE	1
48. REPORTING REQUIREMENTS.....	3
49. INVOICING AND PAYMENT	4
ATTACHMENT B.....	6
50. NEGOTIATED MODIFICATIONS	6