

NOTICE OF CONTRACT AWARD

1. DATE May 22, 2009
2. COMMODITY NAME Temporary Employment Services - Medical
3. CONTRACT NUMBER E194-1175-09
4. CONTRACT PERIOD May 22, 2009 through May 21, 2010
5. SUPERSEDES NEW
6. AUTHORIZED USERS Virginia Veteran's Care Center,
.....4550 Shenandoah Ave NW,
..... Roanoke, VA 24017
7. CONTRACTORS' Vendor ID: VS0000036398
8. CONTRACTOR Nurse One
.....2758 Electric Rd
..... Roanoke, VA 24018
9. CONTRACTORS' PHONE NUMBER Rhonda Meade
540-400-7198
10. TERMS Net 30
11. DELIVERY N/A
12. MINIMUM ORDER NONE
13. FOR FURTHER CONTRACT INFORMATION CONTACT: Linda Portell
Linda.portell@dgs.virginia.gov
Phone (804) 786- 0078 Fax (804) 786-5413
14. Mark-Up Rate See Page 14 for rates

ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE: www.dgs.state.va.us/dps.

NOTICE TO ALL STATE AGENCIES: This contract is the result of a competitive bid program and its use is OPTIONAL for all the Virginia Veteran's Care Center 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*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

By: *Linda Portell*
Statewide Commodity Contract Officer

Instructions

1. Actual requirements will be determined by the ordering agency/facility for the positions listed on the contract.

LOT 1	Licensed Practical Nurse	State Roll Code 49111	Pay Band 3
Complexity	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	Work impacts the quality of practical nursing care and patient comfort. Successful application of skills results in positive patient outcomes.		
Accountability	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 II (Charge, Supervisory, Specialty Area)	State Roll Code 49113	Pay Band 5
Complexity	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	Work impacts the quality and effectiveness of patient care. Oversight of nursing services is significant. May serve as point of contract for a medical specialty area within a nursing program.		
Accountability	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 3	DIRECT SERVICE ASSOCIATE II	STATE ROLL CODE 49052	PAY BAND 2
COMPLEXITY	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	Understanding of a client's diagnosis and treatment or program plan. Services are broad in scope.
ACCOUNTABILITY	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.

2. Quality Requirements for Temporary Employees. In addition to meeting the needs outlined in the position descriptions, the Commonwealth expects temporary employees to meet minimum standards with respect to the following quality criteria:

2.1 Legal and Professional Conduct. Temporary employees will conduct themselves in a professional manner. Individual temporary employment candidates, based on position, may be subject to criminal checks, fingerprinting, and background checks upon whose results the Commonwealth may choose to base its decision to accept an individual for an assignment. The requirements of these services are explained in the Section 3. Service Requirements.

2.2 Cordiality, Punctuality and Responsibility. Temporary employees must make every effort possible to be on time for work. Contractors who call the Contract User to cancel less than one business day in advance are responsible for finding a replacement with comparable skills/fit for those specific positions. The Contractor must then provide the Contract User with a suitable replacement or give at least four hours notice that a replacement cannot be found. Temporary employees must be respectful of all people with whom they interact, including State Employees and customers of the Commonwealth. The Commonwealth reserves the right to reject any candidate that does not exhibit common courtesy and cordiality towards other State employees or representatives of the Commonwealth.

2.3 Drug and Alcohol Use. No temporary employee for the Contract User may use illegal drugs, nor may any temporary employee consume alcohol at work or at such times that the temporary employee's work is negatively affected. Indications of such use may result in immediate termination and no acceptance for further assignments.

2.4 Dress and Equipment. Contractors shall send temporary employees to job assignments dressed appropriately and with the equipment specified by the Contract User as being required to perform work in the service categories covered in this IFB.

3. Account Service Requirements. In addition to the requirements outlined above, the Contract Users expect temporary employment agencies to meet minimum standards with respect to the following service criteria:

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- 3.1. **Credentials and Licensure-** All personnel, supplied under this contract, who are required by the Commonwealth of Virginia law, regulation, or standard to possess a qualification of licensure, registration, credential or other academic vocational or technical certification shall possess the appropriate credentials, licensure and/or certifications prior to temporary placement. The Contractor is required to keep the temporary employee's credential file current. When the contractor is requested by the Commonwealth they shall provide a copy of the employee's credentials and or license.
- 3.2. **Additional Positions.** If, during the period of the contract, positions are required that are not listed in this IFB, the Contracting Agency may specify the required position, following the State Classification and Compensation Rules, and add that (those) position(s) to the contract.
- 3.3. **Background Checks.** Temporary employees may be subjected to a criminal and credit background investigation and security clearance. The Contract User will identify, at the time the order is placed, if the screening will be done by the Contract User or the Contractor before employment begins. The Commonwealth will pay for these tests as pass-through costs for temporary employees who are placed with the Commonwealth. The temporary employee will have these tests completed prior to being placed with the Commonwealth. If Contractor performs screening tests, Contractor shall provide verification of test results if requested. Normal criminal and credit background investigations are handled differently depending upon the appropriate Contract User. Contractor and Contract User will agree on the requirements of the background check. Once the temporary employee fails any background checks, the temporary employee will no longer be eligible for temporary employment by any

Contract User requiring the background checks temporary employee has failed. If a Contractor consistently submits temporary employees who continually fail these tests, the Contract User reserves the right to charge the Contractor the cost of performing this screening process until an acceptable temporary employee can be obtained.

Criminal background checks should identify the following: felony, burglary, breaking and entering, robbery, theft, larceny and sexual offenses. Additionally, the checks should identify the following offenses for the past five (5) years: forgery, fraud, assault and battery, weapons violations, possession, distribution, sale or delivery of a controlled substance, and DWI (if the position requires operation of a vehicle).

Additionally, identification badges are to be worn and must be visible while in the building. Employees must replace lost or damaged ID badges within five working days. Temporary employees must have prior approval from supervisors to take laptops and any other equipment out of the building. Departmental guards have the authority to prevent temporary employees from taking equipment from the building without supervisory approval.

- 3.4. **Communication Skills.** Unless otherwise requested, all temporary employees 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 employees that are unable to read, write, speak and comprehend the English language in accordance with the Contract Users determination will refund the Contract Users for any fees and wages incurred for the temporary employee and may be subject to disbarment.
- 3.5. **Completion of Assignment.** Each temporary employee supplied by the Contractor should be available for the entire length of the assignment. If a temporary employee is unable to complete an assignment, a one-week notice is preferred.
- 3.6. **Contract Users Refusal.** The Contract User will have the right at any time to refuse any temporary employees supplied by the Contractor for any job related deficiency. Refusal of any temporary employee should not be based on race, color, religion, sex, age, national origin, disability or political affiliation in accordance with Equal Opportunity Employment

Guidelines. The rejected temporary employee will be immediately removed and prompt arrangements made for a suitable replacement.

3.7. **Contractor Single Point of Contact.** The Contractor will designate a coordinator as a single, local point of contact (SPOC), as well as a backup, that will be accessible during normal work hours 8:00 a.m. until 5:00 p.m. Monday through Friday, with the exception of the designated State holidays to receive temporary employment requests, handle and assist in any and all inquiries regarding scheduling, billing, status of orders, availability, state-wide contract pricing, contract compliance requirements, reports, and problem solving. Contractor's SPOC should be available via a toll free telephone number, fax number, or email that will receive temporary employment requests. The SPOC may have support staff that will serve as account managers for different Contract Users, or designated multiple points of contact in order to best service the Commonwealth. The Contractors shall meet periodically with the Contract officer and participating Contract Users, when requested, to discuss all services. The SPOC will contact the Contract User contact directly to receive temporary employee(s) arrival instructions once the order is filled. The account manager will contact the hiring manager weekly for performance call and to resolve with hiring manager any absentee/performance issues of the temporary employee(s).

3.8. **Drug Tests.** The Contract User will identify if there is a drug test requirement at the time the order is placed. The Commonwealth will pay for these tests as pass-through costs for temporary employees who are placed with the Commonwealth. These tests are normally conducted randomly, on a random number of temporary employees, in safety-sensitive positions, and consist of a urine sample. Once the temporary employee fails a drug test, the temporary employee will no longer be eligible for temporary employment by any Contract User.

Both Contract Users and the Contractor will commit to quarterly reviews of internal customer satisfaction and will make consistent efforts to improve customer satisfaction.

3.9. **Emergency Need.** In the event of an emergency requirement by the Contract Users, the Contractor shall respond to the request in the time frame established.

3.10 **Confidentiality.** The Contractor acknowledges and understands that its employees may have access to confidential information, including Protected Health Information (PHI) regarding employees, clients/patients,

or the public. Therefore, except as required by law, the Contractor agrees that its employees will not:

- Access or attempt to access data that is unrelated to their job duties or authorization;
- Access or attempt to access Protected Health Information (PHI) beyond their stated authorized HIPAA access level;
- Disclose to any other person or allow any other person access to any information related to the Commonwealth or any of its facilities or any other user of this contract that is proprietary or confidential and/or pertains to employees, students, patients, or the public. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.
- Disclose Protected Health Information (PHI) in violation of HIPAA regulations.

The Contractor understands that Commonwealth and other using agencies and their employees, clients/patients, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the Commonwealth of Virginia may seek legal remedies available to it should such disclosure occur. Damages at law may be inadequate, therefore the contractor agrees that the Commonwealth has the right to petition for injunctive or other equitable relief from a court of competent jurisdiction to prevent such unauthorized use of disclosure. The Contractor shall not assert in any such proceeding that damages at law would be adequate. Further, the Contractor understands that violations of this agreement may result in contract default.

The Contractor further assures that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this agreement, and will not be divulged without the Purchasing Agency's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the Purchasing Agency as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

The Contractors staff placed through this contract may also be required to sign a confidential statement prior to commencing an assignment. The Contract Users may submit orders to the Contractor via the Commonwealth's

eVA electronic procurement system. Contractors must register on eVA. Please refer to Required General Terms and Conditions & Special Terms and Conditions 5 eVA Business-To-Government Contracts.

3.11 Failure to Deliver. In case of failure to deliver the required services in accordance with the contract service requirements, terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and may be grounds to for debarment of Contractor. This remedy shall be in addition to any other remedies that the Commonwealth may have.

3.12 Hours of Work. Temporary personnel are to be available for 8 or 12 hour day shifts between the hours of 12:00 Midnight to 12:00 Midnight Sunday through Saturday, excluding holidays, although this may vary. Also, there may be requirements for evening, weekend, holiday and overtime work. These requirements will be determined by the agency/facility/institution. Weekend work shall be defined as Saturday and Sunday (12:01 Midnight to 12:00 Midnight). Overtime shall be defined as hours worked during the period of one week (Sunday through Saturday) in excess of 40 hours per week. A week begins at 12:01 A.M. on Sunday. Overtime rates may be charged for the following major holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. Meal periods will range from 30-60 minutes and will be determined by the using Agency. No payments will be made for meal periods unless agency requires contractor to remain on assignment without a break.

- A. Billed Hours – Contractor shall invoice agency by the hour or tenths of an hour per the following:

TENTHS OF AN HOUR CONVERSION CHART

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

- 3.12 **Initial Training.** If the temporary employee fails to appear for the job assignment or work less than two weeks after the completion of the site-specific training or orientation, the Commonwealth reserves the right to refuse to pay for hours accumulated during the site-specific training or orientation.
- 3.14 **Ordering Methods.** The Commonwealth requires Contractor to accept orders via the eVA ordering system. Contractors must also have a local Virginia telephone number, or a toll free (800) number, or agree to accept collect calls. Each Contract User is responsible for placing its own orders through eVA or suppliers' computer online system that interfaces with eVA. Contract Users may specify staffing needs by phone, fax, or email; however, actual orders must be placed through eVA.
- 3.15 **Payment Terms.** Standard payment terms for Contract Users are **net 30** days from product delivery or invoice receipt, whichever is later.
- 3.16 **Pay-rolled, Transitioned and Referred Temporary Employees.** Temporary employees who are pay-rolled, transitioned, or referred will have the ability to

stay at their current pay rates. However, the markups associated with these temporary employees will be the corresponding markups submitted by Offeror depending on pay increment and temporary service category.

3.17 Performance Guarantee. If a temporary is deemed incapable of effectively performing work as defined by the Commonwealth within the first three (3) work days of the temporary assignment, Contractor shall not charge the Commonwealth for the unsatisfactory temporary employee and Contractor shall then provide a replacement to the Commonwealth. The maximum number of hours for which Contractor shall not charge with respect to any assigned temporary employee will be three (3) workdays or twenty-four (24) work hours.

3.18 Placement Fees. The contractor shall not charge state agencies, institution and or other authorized contract users any placement fee or agency fees for a temporary employee if a temporary employee submits an application for employment with a state agency and or other authorized contract users and is selected for employment through a competitive selection process. The temporary employee shall give the Contractor a two week notice prior to being employed by the state agency/institution for a WE-14 Wage position or full-time classified position.

3.19 Time Cards. The Contractors shall supply all temporary employees with time cards. Hours worked will be signed regularly by the 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 Contract User. Temporary employees will provide the supervisor a copy of the signed time card and return a copy to the Contractor for processing.

3.20 Taxes and Compensation-The temporary workers supplied by the Contractor shall be employees of the Contractor and not independent contractors. The Contractor shall be responsible for all payroll taxes, workers' compensation, payroll reports, applicable insurances, and other employer Federal and State requirements for temporary personnel.

3.21 Transitioning Existing Temporary Employees. Temporary employees currently working at an agency or

institution under a previous contract will not be affected for a period of 90 days (depending on when a new Contract is issued) after the anticipated contract take effect. After 90 days, the agency or institution must establish a new order under the terms of the anticipated contract. New requirements or replacements will be obtained under the resulting contract.

3.22 **Transportation and Parking.** It will be the responsibility of the Contractor or their temporary employees to provide transportation to and from the required locations. Parking may or may not be provided and, if not, will be the responsibility of the temporary employees.

3.23 **Usage and Quality Reports.** The Contractor will provide the Division of Purchases and Supply with electronic **monthly usage reports** on the 14th day of the following month or the proceeding business day if the 14th falls on a weekend. All monthly reports should be in Excel and emailed to Linda Portell, DGS/DPS, [e-mail: Linda.portell@dgs.virginia.gov](mailto:Linda.portell@dgs.virginia.gov), (804) 786-0078 (phone). If no activity was incurred during the month an email stating such must also be sent. (For an example of this report see Attachment 2, "Temps Report Vendor"

3.2.3.1 By total amount spent by Contract User. This report will be provided by month and cumulatively for the contract period.

3.2.3.2 By Position / Description of the total amount spent by each Contract User of the Commonwealth of Virginia under this contract. Monthly and cumulative reports **will include, at a minimum**, for each temporary employee placed with the Commonwealth:

1. Position title of each temporary employee
2. Regular pay rates, markups, regular bill rates, and overtime bill rates
3. Number of regular and overtime hours worked
4. Total dollars billed
5. Temporary employee's start and end dates. If a temporary employee is still employed with the Commonwealth at the end of the month when reports are due, then the temporary employee's end date should be the last day of the month.
6. Address where each temporary employee is placed
7. The status of each temporary employee, e.g. pay-rolled, transitioned, or referred

The report should also include the number of temporary employees within each pay increment as per the "Temp Reports Vendor Report example in the IFB. In addition to the monthly report a summary of times when the Contractor was not able to fill a request by the Contract User.

The Contract User may also require periodic quality reports. These reports should include, but not be limited to, the information stated above.

Additionally, the Contract User will require a list of temporary employees who have failed any tests and are no longer eligible for temporary employment with the Commonwealth. This list should be submitted monthly to Contract Officer.

III. PAYMENT, BILLING AND MARKUP

A. Payment : The amount of hourly pay that the contractor will pay to their employee will be determined by the ordering agency and must be within the range of the minimum & maximum as stated below in the State Hourly Pay Rate per Band.

STATE HOURLY PAY RATE PER BAND		
HOURLY RATES EFFECTIVE 11/25/08		
Pay Bands	Statewide Hourly Pay	
	Minimum	Maximum
2 (C.N.A.)	\$ 10.46	\$ 21.47
3 (LPN)	\$ 12.50	\$ 25.65
5 (RNII)	\$ 21.33	\$ 43.78

B. Billing: The amount billed to the using agency by the contractor shall be the specified rate per hour (which shall be paid to the temporary employee) plus the percent of the contractor's mark-up. This mark-up shall be all inclusive including but not limited to all applicable taxes, insurance, etc. as well as the contractor's overhead and profit. The overtime mark-up rate is 1.5 times the regular hourly pay rate plus the contractor's mark-up. Contractor's employee shall be paid overtime for all hours worked over 40 hours in any one week.

Example: Employee is paid \$15:00 per hour. Contract markup is 10%. (.10) The bill rate for regular time is \$16.5. Bill rate for overtime is \$15.00 times 1.5 plus .10 (10 percent markup) equals \$24.00.

Overtime shall also be paid for any hours worked during any of the following major holidays regardless of the number of hours the temporary employee has worked in the defined work week:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

During the term of any resulting contract, Contractor is to commit to providing the Commonwealth pricing and responsive service to the Contract User.

Additionally, no service fees or additional costs will be invoiced to the Commonwealth by the Contractor during the term of this agreement (except as described in the IFB.)

C. Pricing Schedule

Temporary Personnel Furnished by Vendor: ZONE 104

NurseOne

LOT	Position	Pay Band	Upcharge for Regular Hourly Rate	Upcharge for Overtime and Holiday Hourly Rates
1	Licensed Practical Nurse	3	34.49%	34.49%
2	Registered Nurse II	5	34.49%	34.49%
3	Direct Services Associate II (C.N.A.)	2	34.49%	34.49%

Temporary Personnel Referred by Agency/Facility: ZONE 104

LOT	Position	Pay Band	Upcharge for Regular Hourly Rate	Upcharge for Overtime and Holiday Hourly Rates
1	Licensed Practical Nurse	3	33.50%	33.50%
2	Registered Nurse II	5	33.50%	33.50%
3	Direct Services Associate II (C.N.A.)	2	33.50%	33.50%

Temporary Personnel Transitioned from Former Contractor: ZONE 104

LOT	Position	Pay Band	Upcharge for Regular Hourly Rate	Upcharge for Overtime and Holiday Hourly Rates
1	Licensed Practical Nurse	3	33.50%	33.50%
2	Registered Nurse II	5	33.50%	33.50%
3	Direct Services Associate II (C.N.A.)	2	33.50%	33.50%