Change # 2 Shown in Red on Vendor Pricing Matrix

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
DIVISION OF PURCHASES AND SUPPLY
P.O. BOX 1199
RICHMOND, VIRGINIA 23218-1199

CONTRACT RENEWAL

1. DATE ……January 30, 2013

2. COMMODITY NAME …..…… Temporary Medical Employment Services

3. CONTRACT NUMBER …..…… **E194-44378**

5. CONTRACT PERIOD …… March 1, 2013 through February 28, 2014

6. AUTHORIZED USERS…… Non-mandatory for State Agencies, Institutions of Higher Education, Public Bodies, Community Service Boards and other entities authorized by the Code of Virginia

7. CONTRACTOR'S eVA NUMBER …… VS0000033553

8. CONTRACTOR……Dunson & Associates, Inc.
7002 Tamarack Court
Clayton, OH 45315

9. CONTRACTOR CONTACT & TELEPHONE NUMBER…… See Page 4

10. TERMS …… Net 30

11. DELIVERY …… See Page 4

12. F.O.B. …… Delivered

13. MINIMUM ORDER …… N/A

14. FOR FURTHER CONTRACT INFORMATION CONTACT: ……Chris A. Nichols
Phone: (804) 786- 3857 Fax: (804) 786-5413 Email: christine.nichols@dgs.virginia.gov

15. VIEW/PRINT THIS CONTRACT AND ANY CHANGES AT: www.eva.state.virginia.gov

16. NOTICE TO ALL STATE AGENCIES: This contract is the result of a competitive bid program and its use is optional for all State Agencies (unless otherwise indicated in item 6 above) in the purchase of any commodity listed herein.

17. **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: Chris A. Nichols
Statewide Contract Officer

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***Contract Rates - see individual Zones for applicable Contractor percentage mark-ups by position.**

I. GENERAL ORDERING INSTRUCTIONS

IMPORTANT! The applicable contract number must be shown on each purchase order and copy, each facsimile transmission or given verbally when telephonic orders are placed.

A. **Ordering Method**: Unless otherwise instructed by the Division of Purchases and Supply, purchase orders shall be submitted to the Contractor(s) via the Commonwealth's electronic procurement system, also known as eVA. The orders will be governed by the specifications, terms and conditions contained in this contract and the terms and conditions contained in the separate agreement for participation in eVA executed by the Contractor.

Each Agency will designate to the Contractor(s) an authorized representative(s) to place temporary medical staffing orders with the Contractor(s). Contract Users are encouraged to use ACP (video **Creating a Collaboration Request with ACP** on http://www.eva.virginia.gov) under Training tab: however user may specify staffing needs by telephone, fax or email. The using Agency must confirm all requests with a purchase order through the eVA system.

The Contractor(s) will contact the Contract User/Agency directly to receive the temporary medical employee's arrival instructions once the order for temporary employment services if filled. The Contractor(s) will contact the Contract User/Agency's hiring manager/authorized representative for weekly performance calls and to resolve with the hiring manager/authorized representative any absentee or performance issues that may arise with the temp. employee.

Authorized Users of this contract may include but are not limited to State Agencies, Institutions of Higher Education, Public Bodies, Community Service Boards and other entities authorized by the Code of Virginia.

B. **Order Format**: At a minimum, all eVA orders should be written to include the following information: (1) Zone number where the temporary employee will be working, (2) position title, (3) the time period the temporary employee will work (dates) & the number of hours they will work for those corresponding dates, and (4) the temporary employee's name.

C. **Complaints**: Any complaint as to quality, faulty or delinquent delivery of the temporary medical employee services, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Preprinted forms (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, are available from the Division of Purchases and Supply.

C. **Term & Renewal**: This contract is a two year contract with three one-year renewals. **One (1)** one-year renewal remains. The decision as to whether to exercise the next renewal option will be made by the contract officer approximately 90 days in advance of the expiration date of the current term.

D. **Price (Mark-Up) Adjustments**: Price adjustments may be allowed only at the time of renewal. If, during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period decrease/increase by more than the percentage decrease/increase of the temporary medical employee services category of the CPI-

W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. **IMPORTANT** - any price increases must be approved in advance by the Contract Officer. A Notice of Contract Change from this office will be posted as official notification of such changes, if approved.

II. Contractor Information

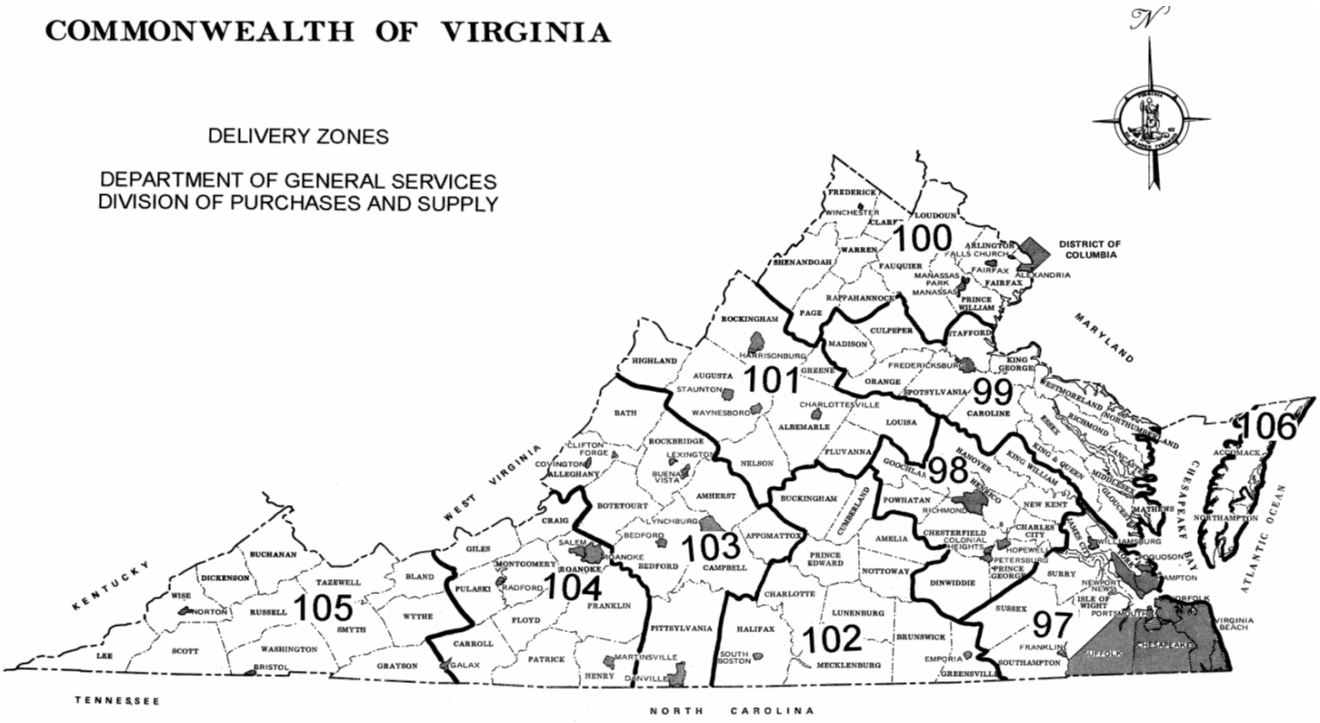
Dunson & Associates, Inc.
7002 Tamarack Court
Clayton, OH 45315

Primary Contact:
Crystal D. Watson - crystal@dunsonandassociates.com
Office - (937) 854-5940 – ext. 1
Cell# - (937) 620-7567
FAX – (937) 854-5941
Secondary Contact:
Karen Dunson – Karen@dunsonandassociates.com
Office – (937) 854-5940 – ext. 3
Cell # - (937) 668-4103
FAX – (937) 854-5941

Coverage Offered: Zones 97/ 98/ 99/ 100/ 101/ 102/ 103/ 104/ 105/ 106

eVA Vendor ID # - VS0000033553

III. Zone Map of Virginia



IV. Listing of Counties and Independent 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		

V. Scope of Work

A. Temporary Employee Basic Requirements

1. Credentials and Licensure – All temporary personnel 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 placement with the Authorized User. The Contractor is required to keep their temporary employees credential file current. When requested by the Authorized User, the Contractor shall provide the requesting Authorized User a copy of the employee's credentials and or license.

- All RN's & LPN's must have a minimum of 1 year experience as a RN or LPN with an unencumbered license.

- All CNA's must have a minimum of 6 months of experience as a licenses C.N.A. with an unencumbered license.

2. Dress and Equipment – The Firm(s) shall send temporary personnel to job assignments 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(s). This equipment may include but will not be limited to nursing uniforms or appropriate civilian clothing.

3. Transportation – It will be the responsibility of the Contractor(s) or their temporary Employees 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 employees.

4. Completion of Assignment – Each temporary medical employee supplied by the Contractor(s) should be available for the entire length of the assignment. If the initially supplied temporary employee is unable to complete an assignment, a one-week notice is preferred.

B. Order Placement

1. Request for Service Engagement - Each Authorized User that will request services will notify the Contractor of their individual point of contact, who will be authorized to request temporary personnel. A telephone call from this individual shall constitute a job request for service under this Contract.

Following a valid job request for services, a purchase order shall be required by the Contractor from each Authorized User for each job request for service requesting temporary medical employee services to be considered a valid order. For reporting purposes required by the Contractor for this Contract, the Purchase order number for each service engagement issued by Authorized Users must be reported and clearly stated on all required monthly summary reports.

2. Response Time – The Contractor should give a time frame of no more than 36 hours from initial receipt of a request for temporary employee services to confirm availability of a Temporary to fill the request. In the event the Contractor is unable to fill the job request, the Authorizing User may cancel the request and place the request with another Contractor. For hard to fill positions, the Authorized User may simultaneously give all contractors an opportunity to fill the position on a "first come first serve" basis. In the event that all Contractors are unable to fill the request, the Authorized User may fill the requirement by soliciting from other qualified sources.

3. 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.

4. Background Checks and Site Specific Training – Temporary personnel may be required to undergo a criminal history/fingerprint background check and drug test prior to assignment to an Authorized User's facility. The Contractor shall ensure that any of its contract employees and/or subcontractor firms providing temporary medical employee services at an Authorized User's facility has cleared an FBI finger print criminal history background check. The Contractor shall be responsible for all costs associated with the criminal history and drug test for their employees and it is the responsibility of the Contractor to insure that their employees meet all of the requested and required security and drug test requirements.

In additional, a credit background investigation, security clearance, tuberculosis test and site-specific training or orientation may be required before employment may begin. A statement of certification by a qualified licensed practitioner indicating the absence of tuberculosis in a communicable form within 30 days of employment or contact with individuals shall be required before any temporary employment assignment can begin. Requesting Authorized Users may obtain this information directly at no cost to the Contractor. However, if a Contractor sends temporary personnel to an Authorized User who persistently fails these tests and requirements, the Authorized User reserves the right to charge the Contractor for the costs incurred for performing these screening processes until an acceptable temporary employee can be obtained.

If the temporary employee fails to appear for the job assignment or works less than two weeks after completion of the site specific training or orientation, the Authorized User reserves the right to refuse to pay for the temporary medical employee's hours accumulated during the initial site-specific training or orientation.

5. Account Manager – The Contractor shall provide an assigned, single point of contact Account Manager/Coordinator for the temporary medical employee 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 will include but not be limited to serving as a coordinator and single point of contact to handle and assist in any and all scheduling, billing, problem solving and the day to day operations of the Contract. The Account Manager shall meet periodically with the participating Authorized Users and/or Contracting Agency (DGS/DPS) at their location, when requested, to discuss all services.

C. Mark-up Cost Determinations

1. Authorized User Selection and Temporary Employee Pay Rate Determination

- The Authorized User reserves the right to identify and select specific individuals to be provided by the Contractor(s) for each requested assignment to their particular agency/facility. Additionally, the Authorized User may want to interview the temporary employee prior to accepting them for an assignment. If this option is selected by the Authorized User, 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 candidate(s) interview(s).

- The Authorized User will specify the hourly pay for the temporary personnel requested and supplied under this Contract, with the assistance/guidance of the Contractor's knowledge of the existing marketplace for the desired services requested. The determined hourly pay for the temporary medical personnel will be confined to and fall within the specific pay bands ranges for salary as defined herein in Attachment B for the position being assigned. The actual pay rate should be determined based on the experience level of the temporary personnel, with a greater degree of experience level for each position commanding a higher level of the pay range versus a lesser degree level of experience. Historical data for the provision of these services indicates that the majority of the positions that will be required under this contract are RN's, LPN's & CNA's.

- The Authorized User shall have the right at any time to refuse any temporary personnel supplied by the Contractor(s) for any job-related deficiency. Refusal of any temporary employee shall not be based on race, color, religion, sex, age, national origin, disability or political affiliation in accordance with Equal Opportunity Employment Guidelines. If the temporary personnel engagement requested by the Authorized User is in progress, and the temporary employee is already on the job performing their required functions when the Authorized User's refusal rights are exercised, upon notification to the Contractor by the Authorized User, the rejected temporary employee shall be immediately removed. Prompt arrangements for a suitable replacement employee should be made by the Contractor within 36 hours of notification from the Authorized User of the employee's removal.

2. Temporary Employee Cost to Authorized User

a. **Mark-Up Cost** - The specified hourly rate that is agreed upon for each temporary medical employee requested by the Authorized User will be the

actual rate of pay that the Contractor will pay the employee. The Contractor(s) shall charge the Authorized User an amount equal to the specified hourly rate of pay of the temporary employee plus the Contractor's hourly mark up charge of that rate for each position as shown on Attachment C, Pricing Schedule.

b. Billed Hours Determination – The Contractor shall invoice the Authorized User for each fulfillment of temporary employee 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

c. Time Card Usage - The Contractor(s) shall supply all temporary personnel that are placed based on an Authorized User's request with individual time cards. All hours worked each week by each temporary employee shall be detailed on the time card, and must be signed on a weekly basis by each requesting Authorized User's designated area supervisor or the designated Authorized User's point of contact to be considered valid for payment to be made for the services delivered. Copies of the temporary employee's Time Cards for all applicable temporary employee placements shall accompany each invoice for the temporary employee services provided.

d. Composition of Firm's Mark-up Percentage - The hourly percentage mark-up shall be inclusive of all elements necessary to provide the temporary medical employee services, and will include but not be limited to the Contractor's overhead, profit, taxes, employee compensation, training, insurances, workers' compensation, other State and Federal requirement for temporary personnel, eVA fees, surcharge adjustments, employee criminal background and drug checks, preparation and production of required reports.

The temporary employees supplied by the Contractor(s) shall be employees of the Contractor(s) and not independent contractors. The Contractor(s) shall be responsible for all payroll taxes, workers' compensation, payroll reports,

applicable insurances, and other employer Federal and State requirements for its temporary personnel.

3. Work Hour Requirements

a. Hours of Service - Temporary personnel shall 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 (as defined herein) and overtime work based on the request for services by the Authorized User. Weekend work shall be defined as Saturday and Sunday (12:01 Midnight to 12:00 Midnight).

b. Overtime & Holiday Calculations - 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 pay in an amount equal to 1.5 times the employee's regular hourly rate shall be paid for all hours worked over 40 hours in any one week. Overtime shall also be paid for any hours worked during any of the following major holidays, which for purposes of this IFB and any Contract (s) that may result from this IFB, are defined as: **New Year's Day**; **Memorial Day**; **Independence Day (July 4th)**; **Labor Day**; **Thanksgiving Day**; and **Christmas Day**, regardless of the number of hours the temporary employee has worked in the defined work week

c. 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 Contractor's temporary employee to remain on assignment without a break.

d. 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 employee 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 Authorizing User prior to the beginning of the engagement.

e. Contractual Transition - The Contractor may be required to coordinate the transition of existing temporary personnel from the previous Contract's Contractor to the new current Contract in order to provide a seamless transition with no loss of time or any administrative burden to the Authorized User. The existing contractual agreement for some or all of the temporary employees obtained from the previous Contractor's Contract in these instances may be extended by the Commonwealth for up to thirty 30 days in order to ensure a seamless transition. The mark-up charged by the Contractor for these transitioned personnel & personnel identified by the agency from the previous Contract must be less then the mark-up to be charged for Contractor's existing personnel that would normally be utilized for the Contract.

f. Placement Fees - The Contractor(s) shall not charge any Authorized Users of this Contract any placement fees or agency fees for a temporary employee if a temporary employee submits an application for employment with any of the Authorized User and is selected for employment through a competitive selection process. In this instance, The Contractor's temporary employee shall give the Contractor a two week notice prior to being employed by the applicable Authorized User for a WE-14 Wage position or full-time classified position.

g. Additional Temporary Positions - During the period of performance of the Contract, if positions are required that are not listed in Attachment A of this IFB, the Contracting Agency (DGS/DPS) may specify the pay band of the required position, following the State of Virginia Classification and compensation rules, and amend the existing Contract to add the position(s) to the Contract(s).

D. State Hourly Pay Rate per Band

State Pay Bands Effective 6/15/2009			Northern VA (NOVA) Pay Bands Effective 6/15/2009		
Range			Range		
Bands	Minimum Hourly Rate	Maximum Hourly Rate	Bands	Minimum Hourly Rate	Maximum Hourly Rate
1	$8.01	$16.43	1	$8.01	$21.36
2	$10.46	$21.47	2	$10.46	$27.91
3	$12.50	$25.65	3	$12.50	$33.35
4	$16.33	$33.51	4	$16.33	$43.57
5	$21.33	$43.78	5	$21.33	$56.92
6	$27.87	$57.20	6	$27.87	$74.36
7	$36.41	$74.72	7	$36.41	$89.67
8	$47.56	$97.62	8	$47.56	$117.14
9	$62.14	MARKET	9	$62.14	MARKET

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

VI. 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 10 comprise Nursing/Physician Assistant Services # 49110

This Career Group includes, but is not limited to, those in the following

Standard Occupational Classifications:

11-9111	Medical & Health Service Managers
29-1111	Registered Nurses
29-2061	Licensed Practical & Licensed vocational Nurses
29-1071	Physician Assistants

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 I**	**State Roll Code 49112**	**Pay Band 4**
Complexity	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	Work impacts the quality of patient care. Successful application of skills enhances positive medical outcomes.		
Accountability	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)	**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 4	**Nurse Practitioner**	**State Role Code 49113**	**Pay Band 5**
Complexity	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	The availability and oversight of a physician may limit the severity of complications. Patients receive general health care services and treatment.		
Accountability	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**	**State Roll Code 49113**	**Pay Band 5**
Complexity	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	The availability and oversight of a physician may limit the severity of complications. Patients receive general health care services and treatment.		
Accountability	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.		

LOT 6	Registered Nurse Manager I	State Roll Code 49115	Pay Band 5
Complexity	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	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	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 Specialist)	State Roll Code 49114	Pay Band 6
Complexity	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	Work impacts the quality and effectiveness of patient care. Impact on services in significant.		
Accountability	Responsible for mentoring and developing others. Judgment is exercised over issues of nursing program consultation.		

LOT 8	Nurse Practitioner II (Certified Nurse Practitioner)	State Roll Code 49114	Pay Band 6
Complexity	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	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	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	State Roll Code 49116	Pay Band 6
Complexity	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	Work impacts the level and quality of nursing services, standards of nursing practice, and allocation of resources.		
Accountability	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 <u>Counseling Services #49010</u>

This Career Group includes, but is not limited to, those in the following
Standard Occupational Classifications:

11-9151	Social & Community Services Managers
21-1000	Counselors, Social Workers, Other Community & Social Service Specialists
21-1014	Mental Health Counselors
21-1015	Rehabilitation Counselors
21-1019	Counselors, All Others
21-1021	Social Workers

LOT 10	COUNSELOR I	STATE ROLE CODE 49011	PAY BAND 3
COMPLEXITY	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 management, counseling techniques and practices, behavior modification, conflict management, mediation, and available community resources. 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	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	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	STATE ROLL CODE 49012	PAY BAND 4
COMPLEXITY	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	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	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	STATE ROLE CODE 49013	PAY BAND 4
COMPLEXITY	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	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	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	STATE ROLE CODE 49013	PAY GRADE 5
COMPLEXITY	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	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	Receives minimal guidance in the administration of program activities.

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

This Career Group includes, but is not limited to, those in the following Standard Occupational Classifications:

29-2041 Emergency Medical Technicians
29-2050 Health Diagnosing & Treating Practitioner Support Technicians
29-2051 Dietetic Technicians
29-2052 Pharmacy Technicians
29-2053 Psychiatric Technicians
29-2054 Respiratory Therapy Technicians
29-2055 Surgical Technologists
29-2090 Miscellaneous Health Technologists & Technicians
31-1000 Nursing, Psychiatric, and Home Health Aides
31-2000 Occupational & Physical Therapists Assistants & Aides
31-9091 Dental Assistants
51-9081 Dental Laboratory Technicians

LOT 14	**DIRECT SERVICE ASSOCIATE I**	**STATE ROLL CODE 49051**	**PAY BAND 1**
COMPLEXITY	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	Actions affect the health, safety, and well being of clients. Clients are treated with respect and dignity.		
ACCOUNTABILITY	Limited discretion is required to carry out responsibilities. Supervision is received by detailed instructions and/or employee actions are subject to close review.		

LOT 15	**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.

LOT 16	**DIRECT SERVICE ASSOCIATE III**	**STATE ROLL CODE 49053**	**PAY BAND 3**
COMPLEXITY	Applies knowledge related to either: a variety of service programs, practices, methods, procedures, regulations, instruments and equipment; or a specific service area. Supports interdisciplinary treatment or professional services, Client assessment, or program development and coordination. Plans, provides, and documents services. May advice clients of their rights, investigate and respond to complaints, and maintain associated documentation.		
RESULTS	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	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)**	**STATE ROLL CODE 49053**	**PAY BAND 3**
COMPLEXITY	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	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	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.

LOT 18	**DIRECT SERVICE ASSOCIATE IV**	**STATE ROLL CODE 49054**	**PAY BAND 4**
COMPLEXITY	Applies knowledge of face and mouth anatomy; the characteristics of the surrounding tissue, muscles and bones. Applies knowledge of the materials used in dental appliance and the characteristics, properties, and proper use of those materials. Ability to use laboratory techniques and methods and the use of laboratory instruments and equipment. May require knowledge of supervisory principles and practices. Consults with dentists on design, use of materials, shading and staining. Certification as a Certified Dental Technician is required.		
RESULT	Fabrication and repair of dental appliance meets the needs of the client.		
ACCOUNTABILITY	Appliances are constructed in conformance with guidelines and specifications prescribed by a licensed dentist. Independently performs duties under the general guidance of a dentist or dental laboratory supervisor or manager. May supervise and evaluate laboratory personnel.		

D. Lot 19 through Lot 21 comprise <u>Health Care Compliance #49170</u>

This Career Group includes, but is not limited to, those in the following Standard Occupational Classifications:

11-9111	Medical & Health Services Managers
11-9199	Managers, All Others
13-1041	Compliance Officers, Except Agriculture, Construction

LOT 19	**HEALTH CARE COMPLIANCE SPECIALIST I**	**STATE ROLE CODE 49171**	**PAY GRADE 4**
COMPLEXITY	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. Employees 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	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	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 20	**HEALTH CARE COMPLIANCE SPECIALIST II**	**STATE ROLE CODE 49172**	**PAY GRADE 5**
COMPLEXITY	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	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	May lead or supervise staff. Evaluates program effectiveness and compliance. Develops administrative procedures. Some positions approve and issue licenses and certifications.		

LOT 21	**HEALTH CARE COMPLIANCE MANAGER**	**STATE ROLE CODE 49173**	**PAY GRADE 6**
COMPLEXITY	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	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	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 22 through Lot 26 comprise Health Care Technology #49090

This Career Group includes, but is not limited to, those in the following Standard Occupational Classifications:

11-9111 Medical & Health Services Manager
29-2000 Health Technologists & Technicians
29-2011 Medical & Clinical Laboratory Technologists
29-2021 Dental Hygienists
29-2034 Radiological Technologists & Technicians

LOT 22	**HEALTH CARE TECHNICIAN**	**STATE ROLE CODE 49091**	**PAY GRADE 2**
COMPLEXITY	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	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	Responsible for narrow scope of routine well-defined duties and processes.		

LOT 23	**HEALTH CARE TECHNOLIGIST I**	**STATE ROLE CODE 49092**	**PAY GRADE 3**
COMPLEXITY	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 gastro-intestinal series in a clinic or hospital setting. May teach radiographic techniques to students. May serve as lead or single on-duty technologist.		
RESULTS	Products are used by others in the diagnosis, treatment, and prevention of disease. Work impacts quality of patient care and level of customer Service.		
ACCOUNTABILITY	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 24	HEALTH CARE TECHNOLIGIST II	STATE ROLE CODE 49093	PAY GRADE 4
COMPLEXITY	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	Others use results in the diagnosis, treatment, and prevention of disease. Work impacts the efficiency, operation, and creditability 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	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 employee assignments. Responsible for performing dental hygienist's clinical treatment and education of the client.		

LOT 25	HEALTH CARE TECHNOLOGIST III	STATE ROLE CODE 49094	PAY GRADE 5
COMPLEXITY	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	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	Responsible for the leadership and/or supervision of staff. Operation of a full service laboratory or subspecialty laboratory. Incorporates productivity improvements to enhance customer service and laboratory credibility.		

LOT 26	HEALTH CARE MANAGER	STATE ROLE CODE 49095	PAY GRADE 5
COMPLEXITY	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	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	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 27 through Lot 32 comprise <u>Laboratory and Research Services #59070</u>

This Career Group includes, but is not limited to, those in the following Standard Occupational Classifications:

11-9199	Managers, All Others
19-4000	Life, Physical, and Social Technicians
19-4011	Agricultural Food Science Technicians
19-4021	Biological Technicians
19-4031	Chemical Technicians
19-4041	Geological & Petroleum Technicians
19-4090	Miscellaneous Life, Physical, and Social Science Technicians
31-3096	Veterinarian Assistants and Laboratory Animal Caretakers

LOT 27	**LABORATORY AND RESEARCH AIDE**	**STATE ROLE CODE 59071**	**PAY GRADE 1**
COMPLEXITY	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	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	Decision-making and judgment is limited to assigned functional area and based on clearly defined procedures and guidelines or under direct supervision		

LOT 28	**LABORATORY AND RESEARCH TECHNITION**	**STATE ROLE CODE 59072**	**PAY GRADE 2**
COMPLEXITY	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	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	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.

LOT 29	**LABORATORY AND RESEARCH SPECIALIST I**	**STATE ROLE CODE 59073**	**PAY GRADE 3**
COMPLEXITY	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	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	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 30	**LABORATORY AND RESEARCH SPECIALIST II (ADVANCE-EXPERT)**	**STATE ROLE CODE 59074**	**PAY GRADE 4**
COMPLEXITY	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 researchers, and/or the general public to report and interpret results, provide consultation and technical assistance, and discuss research projects. 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	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	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 31	**LABORATORY AND RESEARCH SPECIALIST II (Supervisor)**	**STATE ROLE CODE 49074**	**PAY GRADE 4**
COMPLEXITY	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	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	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.

LOT 32	**Laboratory and Research Manager**	**STATE ROLE CODE 59075**	**PAY GRADE 5**
COMPLEXITY	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	Proper management of laboratory operations ensures the scientific accuracy, timeliness and quality of services and impacts public health, safety, and the environment.		
ACCOUNTABILITY	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 33 through Lot 36 comprise <u>Psychological Services #49210</u>

This Career Group includes, but is not limited to, those in the following Standard Occupational Classifications:

11-9111 Medical & Health Services Managers
19-3031 Clinical, Counseling, & School Psychologists
21-1014 Mental Health Counselors

LOT 33	**PSYCHOLOGIST I/ PSYCHOLOGY ASSOCIATE I**	**STATE PAY CODE 49211**	**PAY BAND 4**
COMPLEXITY	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	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	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 34	**PSYCHOLOGIST II/ PSYCHOLOGY ASSOCIATE II**	**STATE ROLL CODE 49212**	**PAY BAND 5**
COMPLEXITY	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	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	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 35	**PSYCHOLOGIST III/ PSYCHOLOGY ASSOCIATE III**	**STATE ROLL CODE 49213**	**PAY BAND 6**
COMPLEXITY	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	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	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 36	**PSYCHOLOGY**	**STATE ROLL CODE 49214**	**PAY BAND 6**

	MANAGER		
COMPLEXITY	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	Effective program management promotes successful Therapeutic outcomes. Actions impact efficient and effective allocation of resources and contribute to a positive community image.		
ACCOUNTABILITY	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 37 through Lot 43 comprise <u>Rehabilitation Therapies #49230</u>

This Career Group includes, but is not limited to, those in the following Standard Occupational Classifications:

11-9111 Medical & Health Services Managers
29-1120 Therapists
29-1121 Audiologists
29-1122 Occupational Therapists
29-1123 Physical Therapists
29-1124 Recreational Therapists
31-2000 Occupational & Physical Therapist Assistants & Aide
31-2011 Occupational Therapist Assistants
31-2021 Physical Therapists Assistants
29-1127 Speech-Language Pathologists
29-1129 Therapists, All Others

LOT 37	**THERAPIST ASSISTANT/THERAPIST I**	**STATE ROLL CODE 49231**	**PAY BAND 3**
COMPLEXITY	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	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	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 38	**THERAPIST I**	**STATE ROLL CODE 49231**	**PAY BAND 3**
COMPLEXITY	Clients are assessed in leisure, recreation, and socialization skills based on information from standardized assessments, observations, medical staff, medical records, family, and clients. 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	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	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 39	**Therapist II**	**STATE ROLL CODE 49232**	**Pay Band 4**
COMPLEXITY	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	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	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 40	**Therapist II (SLP/Aud)**	**STATE ROLL CODE 49232**	**PAY BAND 5**
COMPLEXITY	Applies knowledge acquired through formal education in an accredited program. Conducts client evaluations and re-evaluations using numerous standardized and informal assessment tools. 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	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	Documents client initial evaluation, progress, and problems. Documentation affects reimbursement to the organization. Decisions affect the efficiency and quality of service delivery.		

LOT 41	**THERAPIST III**	**STATE ROLE CODE 49233**	**PAY GRADE 5**
COMPLEXITY	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	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	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 42	**THERAPIST MANAGER I**	**STATE ROLE CODE 49234**	**PAY GRADE 5**
COMPLEXITY	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	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	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 43	**THERAPIST MANAGER II**	**STATE ROLE CODE 49235**	**PAY GRADE 6**
COMPLEXITY	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	A high-quality comprehensive rehabilitative therapy program. Program complies with accreditation and certification standards governing service delivery.		
ACCOUNTABILITY	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,		

	therapy aides, and others. 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.

I. Lot 44 comprises Program Administration Specialists # 19211 Nutritionists & Dietitians

This Career Group includes, but is not limited to, those in the following Standard Occupational Classifications:

19211 Nutritionist & Dietitian

Lot 44	Program Administration Specialist I - Nutritionists & Dietitian	State Roll Code 19211	Pay Band 4

COMPLEXITY	• Applies knowledge of specific program(s) operations and technical aspects to make judgments of quality of services provided. • Applies knowledge of service programs including practices, methods, procedures, regulations, human rights, instruments, and equipment. • Responsibilities include: program planning and development; conducting studies and research; technical training and programmatic assistance; needs assessment and case management; habilitation and rehabilitation service development and implementation; housing, vocational and transportation related services; eligibility determination, program evaluation, client rights and/or grievance resolution; policy development and analysis; inspection and certification; and, coordination of resources. • Certification and/or license may be required.
RESULTS	• Services provided meet the needs of a customer within a particular program. • Policies and procedures are interpreted to facilitate optimum service delivery and program performance. • Impacts the use of funds, staff, and program efficiency. • Provides technical and program advice to others. • Performs tasks that are specialized and affect the quality and level of services provided and the program's success.
ACCOUNTABILITY	• Direct accountability for service delivery without supervisory assistance. • May review the work of, lead or supervise staff. • May influence policy and program changes.

VII. Special Terms and Conditions

A. ADVERTISING In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the (name of institution) will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that (name of agency/institution) has purchased or uses any of its products or services, and the contractor shall not include (name of agency/institution) in any client list in advertising and promotional materials.

B. 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.

C. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Contracting Agency and Authorized Users shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

D. AWARD TO MULTIPLE BIDDERS: The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation. The Commonwealth reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

E. BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for (90) days. At the end of the (90) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

F. BID PRICES: Bid shall be in the form of a firm unit price for each item during the contract period.

G. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 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.

H. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name:_____
Subcontractor Name:_____

License # _____ Type _____

I. IDENTIFICATION OF BID/PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:_____ _____

Name of Bidder/Offeror Due Date Time

_____ _____

Street or Box Number IFB No./RFP No.

_____ _____

City, State, Zip Code IFB/RFP Title

Name of Contract/Purchase Officer or Buyer_____

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid/proposal not contained in the special envelope is mailed, the bidder or offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

J. 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.

K. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for 3 successive one year periods under the terms and conditions of the original contract except as stated below. **One (1)** one-year renewal remains. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the temporary medical employee services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

L. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order.

a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of $500 per order.

b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

(i) DMBE-certified Small Businesses: 1%, Capped at $500 per order.
(ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at $1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

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.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, 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 bid/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.

M. SECURITY RULES AND REGULATIONS: The Contractor shall be responsible for ensuring that all personnel connected with the work comply with any and all of the rules and regulations of the Authorized Users that engage their services. The Contractor shall maintain proper security and control over all personnel, equipment, tools and materials at all times. The Contractor's equipment and personnel shall be subject to security checks and associated delays therefrom.

N. ADDITIONAL SECURITY REQUIREMENTS FOR TEMPORARY EMPLOYEES PLACED AT CORRECTIONAL INSTITUTIONS:

1. there shall be no verbal discussion or physical contact between a Contractor's employees and inmates.
2. Anyone bringing any inmate any item such as weapons, tools, food, drink, clothing, cigarette, matches, correspondence, printed or electronic media or assisting inmates to escape, is in violation of State Law and will result in prosecution.
3. No weapon, alcohol, drugs or medication of any type are allowed on State property.
4. Keys shall be removed from all vehicles and other mobile equipment at all times when not in operation. Vehicle doors and tool compartments shall be locked at all times when not in use. Ladders left on vehicles shall be chained and locked at all times.
5. No tools shall be left about the job site unattended. When not in use, all tools and ladders shall be securely locked.
6. Any tools, especially any type of cutting tool, if left unattended will be confiscated.
7. All tools and ladders shall be removed daily from inside of the Institution. If storage is desired on Institution property, arrangements shall be made with the Secretary Chief of Buildings and Grounds.
8. All security regulations shall be observed at all times. These will be made known to the Contractor and his representative by the Institutional Security Chief or his designee, at the point of entrance to the Institution.
9. All persons entering the prison complex are subject to being searched.
10. Contractors and their representatives are limited to movement to and from and within the immediate area of their work.
11. An institutional employee will be designated as liaison person between the Contractor and Institution. Unless otherwise stated, this person will be the Department Superintendent for whom the Contractor is performing the service.
12. Agency will provide an escort guard with truck.
13. No vehicle will be permitted to leave the facility until after the daily or routine security check.
14. Each day, Contractor shall provide a tool and equipment list for inventory check at the sally point.
15. Contractor shall remove all tools from facility at the conclusion of each workday.
16. All Contractor employees shall have a valid identification with photograph at all times for identification that is acceptable to the institution. A valid DMV driver's license is acceptable. No persons will be permitted to enter the institution without valid identification.
17. The Agency reserves the right to refuse entrance to anyone who appears, in the Agency's sole judgment, to be under the influence of drugs or alcohol or otherwise impaired.
18. Other traditional security rules and regulations may also be required by the Agency.

O. <u>CONTINUITY OF SERVICES:</u>

1. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon

contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:

a) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
b) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
c) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

2. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

P. <u>CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:</u> 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 agreement, and 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.

Q. <u>FINANCIAL WARRANTY</u>: 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. <u>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 services available under this Contract, Contractor shall immediately notify DGS of the details and, at DGS's option, sign an amendment to this Contract, so that an equivalent financial deal for the affected services is also available as an option under this Contract</u>. Contractor may request exemption if the better financial deal was for a spot purchase, and DGS shall grant such request if DGS 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 DGS's request (and annually on August 1), Contractor shall submit to DGS 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 DGS or others the financial terms made available to the public body, and upon request from DGS, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and DGS. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor.