COMMONWEALTH OF VIRGINIA
DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES (DBHDS)
Office of Administrative Services

NOTICE OF CONTRACT RENEWAL AWARD #05 11-22-11

CONTRACT: Locum Tenens Services: Physicians

AUTHORIZED USERS: All DBHDS Facilities and those Community Service Boards and Virginia Department of Corrections Facilities that elect to utilize this contract. Other Commonwealth of Virginia state and local agencies may be added as users of this contract from time to time by written notification issued by DBHDS to the Contractors.

CONTRACT PERIOD: November 1, 2011 through October 31, 2012.

CONTRACTORS:

Contract # 720C-04222-09R01
PrimeHealth Staffing, LLC
5755 North Point Parkway, Suite 229
Alpharetta, GA 30022
DMBE Certification# 680771 (Small and Women-owned Business)
eVA ID: VS0000045736
SCC ID: T0482259
FIN: 57-1239837
Phone: 800-977-8915 FAX: 800-977-8916
Contact: David Bott Email: dbott@primehealth.com

Contract # 720C-04222-09R02
Staff Care, Inc.
5001 Statesman Drive
Irving, TX 75063
eVA ID: VS0000002918
SCC ID: F1880022
FIN: 75-2404573
FAX: 469-524-1530
Contact: Dale Chamblee 800-685-2272, Ext 8590
Dchamblee@staffcare.com

Contract # 720C-04222-09R03
Jackson & Coker
3000 Old Alabama Road, Suite 119-609
Alpharetta, GA 30022
eVA ID: VS0000005592
SCC ID: T0429672
FIN: 20-4431300
FAX: 877-250-5784
Contact: Randy Weikle 678-277-3058 or 800-272-2707 ext. 3058
RWeikle@JacksonCoker.com
Joe Schofield 866-999-8396
JSchofield@JacksonCoker.com

Contract # 720C-04222-09R05
Medical Doctor Associates, LLC
145 Technology Parkway NW
Norcross, GA 30092
eVA ID: E16415
SCC ID: T0385734
FIN: 26-2936432
Phone: 800-780-3500 ext. 2128 FAX: 770-248-6728
Contact: Thecla Hicks Email: HicksT@mdainc.com

Contract # 720C-04222-09R09
Interim Physicians, LLC
1040 Crown Pointe Parkway, Suite 120
Atlanta, GA 30338
eVA ID: VS0000052377
SCC ID: T0461337
FIN: 22-2493454
Phone: 866-891-2617 FAX: 954-337-0202
Contact: Christina Muffoletto
Email: Christina.Muffoletto@InterimPhysicians.com

TERMS: Net 30 days

CONTRACT RENEWALS: This contract may be renewed by the Department of Behavioral Health and Developmental Services, upon mutual written agreement for up to four successive one-year periods.

NOTE THE FOLLOWING INFORMATION AND INSTRUCTIONS FOR USE OF THIS CONTRACT ARE CONTAINED WITHIN THE CONTRACT DOCUMENT

- Use of Contract
- Contractors Requirements
- Terms and Conditions

When requesting services, Purchasing Agencies will contact all of the five Contractors at the same time to request a "Placement Package" for their review.

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract # 720C-04222-09R__
Locum Tenens Services

This contract entered into this 17th day of October, 2009, by Contractor, hereinafter referred to as "Contractor" and Commonwealth of Virginia, Department of Behavioral Health and Developmental Services (DBHDS), P.O. Box 1797, Richmond, Virginia 23218, hereinafter referred to as "DBHDS". DBHDS shall be defined to include Central Office and the following facilities:

Central Virginia Training Center

Southeastern Virginia Training Center

Southside Virginia Training Center

Southwestern Virginia Training Center

Catawba Hospital

Southern Virginia Mental Health Institute

Western State Hospital

Commonwealth Center for Children & Adolescents

Central State Hospital

Southwestern Virginia Mental Health Institute

Eastern State Hospital

Northern Virginia Mental Health Institute

Northern Virginia Training Center

Piedmont Geriatric Hospital

Hiram Davis Medical Center

Virginia Center for Behavioral Rehabilitation

Present authorized users of this contract also include Community Service Boards and the Virginia Department of Corrections facilities.

Other Commonwealth of Virginia state and local government agencies may be added by as users of this contract from time to time by written notification issued by DBHDS to the Contractor.

WITNESSETH that Contractor and DBHDS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: Contractor shall provide the services to DBHDS as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From November 1, 2011 through October 31, 2012. Contract may be renewed for three (3) additional one (1) year periods upon mutual written agreement of both parties.

1.0 SCOPE OF WORK:

Contractor shall be responsible for using its best efforts to refer physicians (primarily psychiatrists) as required, upon request from the Purchasing Agencies covered under this contract, under the conditions itemized below:

1.1 PHYSICIANS: Physicians must be able to provide medical care, in accordance with stated credentials, to patients within the framework of the Purchasing Agency's Medical staff by-laws and hospital physicians manual and consistent with the Purchasing Agency's policies and procedures. It is preferred that physicians be board certified. Services rendered must be consistent with The Joint Commission and any other relevant policies, guidelines and standards as determined by the Purchasing Agency. The Purchasing Agency will perform National Practitioner Database check on all physicians presented to the Purchasing Agency for placement consideration.

1.1.1 Requirements: Physician:

- Shall be free from mental or physical impairments that would restrict the individual from performing the services required.

- Must be able to provide evidence, on an annual basis, of a current Purified Protein Derivative (PPD) reading or evaluation if known PPD reactor.
- Shall speak, understand, read and write the English language fluently.
- Shall hold current certification in Basic Life Support (BLS) and/or Advanced Cardiac Life support (ACLS) and shall submit evidence of certification before the Physician reports for the assignment at a facility.
- Shall possess the required qualification/elements to be privileged and/or credentialed in accordance with the ordering facility's guidelines and procedures. Physician's credentials/qualifications are subject to review by the Facility Director or designee of the ordering agency. These qualifications, at a minimum, will be based on The Joint Commission quality standards for training, education, and competency.

1.1.2 Requesting Services: When requesting services, Purchasing Agencies are expected to contact each Contractor that has been awarded a contract for these services and request the Contractors to provide a "Placement Package" to the Purchasing Agency for review. A separate placement package shall be submitted for each physician referred. The placement package must be provided to the Purchasing Agency within the specified response time (usually three to seven calendar days) unless conditions at the Purchasing Agency require a shorter response time. Placement packages should be presented only for physicians who have agreed to accept the assignment if chosen.

The placement package shall consist of, at a minimum, the following physician specific information. (Purchasing Agencies may request additional information as required.)

- Name.
- Training (copy of certificates).
  - Location.
  - Type.
- Specialty board eligibility or certification (copy of certificate).
- Physician NPI Welcome Letter.
- Current Virginia medical license (copy of certificate).
  - Restrictions.
  - License history in all states, commonwealth or territories.
- Drug Enforcement Agency (DEA) number and copy of certificate.
- Virginia Pharmacy Certificate.
- Hospital Privileges.
  - Name of hospitals.
  - Scope of practice privileges.
- Malpractice insurance.
  - Carrier name.
  - Currency of coverage (copy of face sheet).
  - Scope of coverage (financial limits and procedures covered).
- Malpractice history.
  - Pending claims.
  - Successful claims against the physician either judged or settled.
- Contractor's federal tax identification numbers.
- Physician's Social Security Number.
- Curriculum Vitae (CV) including a complete employment history and explanation for any gaps in employment. The Agency reserves the right to conduct reference checks and background investigations on any potential physician referred in this program.
- Previously successful or currently pending challenges to any licensure or any registration or voluntary relinquishment of such licensure/registration.

- Voluntary or involuntary termination of medical staff privileges or voluntary or involuntary limitation/reduction or loss of clinical privileges at another hospital.
- Involvement in a professional liability action, present or past, and any final judgment or settlements of any such action.
- Answers to the follow questions (Yes or No):
  - Suspension from government programs?
  - Suspension or restriction of DEA license?
  - Felony conviction?
  - Chronic or debilitation illness?
  - History of alcohol or drug abuse?
- Three letters of reference.
- Daily Rate. The daily rate for services listed in Section 8.0 of this contract.
- In the placement package, the Contractor shall show evidence of Health Care Practitioner liability insurance which meets the minimum level required under Section 8.01-581.15 of the *Code of Virginia* and Automobile Liability in the amount of $500,000 – per occurrence provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

1.1.3 Duties: The physician, at a minimum, shall be expected to:

- Accept the multi-disciplinary treatment team approach and act as a functioning member of the treatment team(s) to which he or she is assigned. He/she shall be subject to day-to-day supervision by the Purchasing Agency's Medical Director or individuals designated by the Purchasing Agency to coordinate physician services.
- Provide care for acute and long-term patients through evaluation, diagnosis, treatment, prescribing of medications and responding to emergencies.
- Serve as a member of any committee so designated by the Purchasing Agency.
- Provide clinical supervision/leadership to a team of professionals for the Purchasing Agency.
- Conduct daily ward rounds.
- Provide documentation of services and treatment rendered in the patients' charts as required by federal and state regulations and as required by the policies established by the Purchasing Agency.
- Provide in-service training to other professional staff as directed by the Purchasing Agency.
- Provide professional consultation to the court system, when requested.
- Provide supervision to any staff assigned.
- Limit prescription to medications with the Purchasing Agency's pharmacy formulary, as required by the Purchasing Agency.

1.1.4 Conduct: Physicians shall conduct themselves in a professional manner at all times and shall not behave in such a way so as to disrupt the general management of the Purchasing Agency where assigned. Physician shall comply with all Purchasing Agency regulations, administrative policies and procedures. Physician shall comply with instructions and requirements specified by the Purchasing Agency's Medical Director or individuals designated by the Purchasing Agency to coordinate physician services. Physicians shall also conduct themselves in such a manner that he/she will not be suspected of conflicts of interests or impropriety by accepting entertainment, gifts or favors of any kind or by any other action that would result in financial profit to themselves or which could influence or be interpreted as influencing the strict impartiality that must prevail in all business relationships where the public interest is involved.

1.1.5 Specialties: While most of the required placement under this contract will be in the field of adult psychiatry, other specialties may also be needed from to time to time. These include pediatric psychiatry, internal medicine, and family practice physicians.

1.2 EVALUATION OF "PLACEMENT PACKAGES" BY PURCHASING AGENCIES:

1.2.1 References: The Purchasing Agency reserves the right to conduct reference checks and background investigations on any physician presented by the Contractor(s). The Purchasing Agency may interview and approve or disapprove any physician supplied by the Contractor and shall have the right at any time to determine unacceptable any physician supplied by the Contractor with or without cause. If termination is a result of causes related to conduct, communications problems, unsatisfactory job performance or conditions of inadequate credentials, the terminated physician will be removed and replaced by the Contractor at no additional cost to the Purchasing Agency. In cases of below average job performance, the Purchasing Agency and the Contractor may agree on a plan to address the performance issues, to include removal and replacement if interventions are not successful.

1.2.2 Comparison: The Purchasing Agency will compare all placement packages received from the Contractors and determine the most appropriate physician that meets the Purchasing Agency's needs. The Purchasing Agency will make its decision based upon information such as: (1) experience of physician; (2) references; (3) Daily Rate; (4) availability of the physician and (5) other considerations.

1.2.3 Contractor Evaluation: The Purchasing Agency will submit to the DBHDS Office of Administrative Services on a quarterly basis an evaluation of each Contractor, using a standard rating form.

1.3 WORKING HOURS: The Purchasing Agencies will determine working hours. The Purchasing Agency will be expected to indicate the anticipated working hours and conditions at the time that services are requested, however, the required working hours may be changed by circumstances at the facility.

1.4 INSURANCE: The Contractor must offer evidence to the Purchasing Agency in their submitted Placement Package that any physician referred by the Contractor is covered by Health Care Practitioner liability insurance which meets the minimum level required under Section 8.01-581.15 of the *Code of Virginia* and Automobile Liability in the amount of $500,000 – per occurrence provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

1.5 EXPENSES DUE TO CANCELLATION: Should any physician cancel services after Contractor has confirmed the assignment and after review of credentials and acceptance/scheduling by the Purchasing Agency, the Contractor will reimburse the Purchasing Agency for expenses associated with the credentialing and acceptance/scheduling. Contractor agrees to reimburse the Purchasing Agency for expenses limited to the following items, not to exceed $100.00 per event.

- National Practitioner Data Base Fees
- AMA Profile fee

1.6 TRANSPORTATION: The Contractor shall provide all transportation to and from Purchasing Agency site and all local transportation during the assignment. The cost for

transportation shall be included in the "Daily Rate". The Purchasing Agency will not reimburse the Contractor for any travel-related expenses of the physician.

1.7 LOCAL HOUSING: The Contractor shall arrange and be responsible for providing local housing for the physician during the period of service. As an option, the Purchasing Agency may offer housing and, if acceptable to the Contractor and the Physician, the charge for housing listed in Section 8.0 shall be subtracted from the Daily Rate listed in Section 8.0.

1.8 ORIENTATION AND TRAINING: The Contractor shall assure the physician's availability, as the Purchasing Agency requires, for orientation and training in the Purchasing Agency's policies and procedures, rules and regulations. The physician shall receive the hourly rate during orientation and training at the Purchasing Agency.

1.9 WORK AREA: The Purchasing Agency will provide the space, equipment and supplies (both medical and administrative), furniture, fixtures and utilities (including telephone) and other reasonable items required for use by the physician while the physician is performing services as requested by the Purchasing Agency.

1.10 CONTRACT COORDINATOR: The Contractor shall assign a Coordinator to handle and assist in any and all scheduling, billing and problem solving. The Coordinator shall be required to telephonically contact the Purchasing Agency's contact for this contract. If the problem can not be resolved by the Contractor and the Purchasing Agency, then the problem shall be referred to the DBHDS Contract Officer for contract interpretation. Contractor coordinators must be identified by the Contractor at time of contract award and notify the Contract Officer within 5 days of any changes in Contractor's coordinators at any time during the contract period.

1.11 QUALITY OF CARE: The physicians shall consistently make every effort to ensure quality care is being provided. Furthermore, he shall work toward providing efficient and effective care, supporting or contributing to cost containment initiatives established at the site of work.

1.12. CANCELLATION WITHOUT CAUSE:

In the event the Purchasing Agency cancels any assignment that is one (1) month or in duration any time after the first three days the assignment began, but prior to the end of the scheduled assignment, the Purchasing Agency shall be required to provide the physician and the Contractor two (2) weeks written notice of cancellation. In the event the Purchasing Agency provides less than two weeks written notice of cancellation, the Purchasing Agency shall reimburse the Contractor one-half (½) of the Daily Rate for each day short of the full two-week notice, excluding weekends as physicians typically are not assigned or required to work weekends.

1.13 ASSIGNMENTS PAST CONTRACT END DATE: Any ongoing assignment, where the facility need for the assignment continues past the contract expiration date of the previous contract, the assignment may continue past the specified contract date until that assignment is completed. This only applies if the person filling the assignment remains on the assignment. Once the person on assignment discontinues the assignment, the assignment ends and a new person must be provided from the list of the contractors from this new contract.

2.0 REPORTING AND DELIVERY REQUIREMENTS: Contractors shall provide to the Department of Behavioral Health and Developmental Services, upon request, reports that, at a minimum, include the following data for placement made under a contract:

- Name of Physician Placed
- Location of placement
- Physician Specialty

- Dates of Service
- Total days of service billed.
- Physician and up-charge rate.

3.0 **ANNUAL REVIEW:** The Department of Behavioral Health and Developmental Services (DBHDS) reserves the right to review the performance of each contract provider on an annual basis and cancel the contract with any contractor that, in the judgment of the DBHDS, has consistently failed to offer an acceptable "Placement Package" when requested. In conducting this review, DBHDS will take into consideration failures caused by factors such as inadequate time provided for contractors to submit Placement Packages.

4.0 **INDEPENDENT CONTRACTORS:** Any physician referred by the Contractor under this contract shall be recognized as an "Independent Contractor" and is not considered as an agent, subcontractor, or employee of the Contractor nor of DBHDS.

5.0 GENERAL TERMS AND CONDITIONS

5.1 **VENDOR'S MANUAL:** This contract is subject to the provisions of the Commonwealth of Virginia Vendor's Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety, except as noted below. The procedure for filing contractual claims is in Section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under manuals. The appeals procedures set forth in the DBHDS Departmental Instruction 810 (ADM) 07 are applicable to these contractual services. A copy of these Instructions is available for review in the offices of the DBHDS.

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

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

In every contract over $10,000 the provisions in 1. and 2. below apply:

5.3.1 During the performance of this contract, the contractor agrees as follows:

5.3.1.1 The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

5.3.1.2 The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

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

5.3.2. The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

5.4. **ETHICS IN PUBLIC CONTRACTING:** Contractor certifies that their contract is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their contract, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

5.5. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Contractor certifies that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

5.6. **DEBARMENT STATUS:** Contractor certifies that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.

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

5.8. **PRECEDENCE OF TERMS:** The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS AND ANTITRUST shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

5.9. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of DBHDS.

5.10. **CHANGES TO THE CONTRACT:** Changes can be made to the Contract by mutual agreement of both parties.

5.11. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, DBHDS, after due oral or written notice, may procure them from other sources with no further obligations to the Contractor. This remedy shall be in addition to any other remedies, which DBHDS may have.

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

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

5.13. **NONDISCRIMINATION OF CONTRACTORS:** Contractor shall not be discriminated against in the award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

5.14 **EVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All Contractors must register in eVA.

5.14.1 eVA Basic Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

5.14.2 eVA Premium Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

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.

5.15 AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstick corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

5.16 NO PLACEMENT FEES ALLOWED: If a person submits a state application for a job that is advertised as open to the general public and that person is selected through the State's normal selection and hiring process, the State will not pay any placement fees for that person.

6.0 SPECIAL TERMS AND CONDITIONS:

6.1. ADVERTISING: Contractor shall give no indication of such sales or services to the DBHDS will be used in product literature or advertising. Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

6.2. AUDIT: 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.

6.3. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the public body shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

6.4. CANCELLATION OF CONTRACT: The DBHDS reserves the right to cancel and terminate this 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.

6.5. PRIME CONTRACTOR RESPONSIBILITIES: Contractor shall be responsible for completely supervising and directing the work under this contract for any and all

subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

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

6.7. **RENEWAL OF CONTRACT:** This contract may be renewed by DBHDS for 4 successive one year periods, under the terms and conditions of the original contract except as stated in 6.7.1 and 6.7.2 below. Price increases may be negotiated only at the time of renewal. Written notice of DBHDS' intention to renew will be given approximately 90 days prior to the expiration date of each contract period.

6.7.1 If the DBHDS elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the **Professional Services** under Medical Care category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

6.7.2 If during any subsequent renewal periods, DBHDS 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 **Professional Services** under Medical Care category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

6.8. **ADDITIONAL USERS:** This procurement is being conducted on behalf of state agencies, institutions and other Commonwealth of Virginia public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by DBHDS and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

6.9. **AUTHORITIES:** Nothing in this agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the Scope of Work contained herein. Furthermore, the Contractor shall not assign, sublet, or subcontract any work related to this agreement or any interest he/she/it may have herein without the express written consent of the DBHDS, except as specified herein.

6.10. **CREDENTIALS AND PRIVIDEGES:** Contractor agrees that practice at the Purchasing Agency site will be governed by and limited to privileges approved and granted by the Purchasing Agency, and that any changes in professional status, or any other changes that would affect the ability of any physician or other practitioner to provide services under this agreement will be reported immediately to the Purchasing Agency.

6.11. CRIMINAL HISTORY: The Purchasing Agency reserves the right to restrict activities required to provide these services herein to only persons who are without criminal convictions. This restriction shall not relieve the Contractor or Subcontractors of any requirements herein. Upon request of the Purchasing Agency, the contractor shall obtain and provide a criminal history background check on any persons assigned to this contract. The Purchasing Agency, at its sole decision, may determine that an individual possessing a criminal conviction poses no risk or threat to the agency, its employees, and clients, and may waive the restriction on a case-by-case basis. Section 37.1-20.3 of the *Code of Virginia* lists certain criminal convictions for which no waiver can be granted.

6.12. CONTRACT MANAGEMENT AND ADMINISTRATION: A primary contract administrator will be appointed by DBHDS, Office of Administrative Services, who will be responsible for monitoring and evaluating contractor performance. Only the DBHDS Office of Administrative Services may authorize any changes to the contract that modify, in a material fashion, the cost, terms and conditions, scope of work or delivery of services to be provided under the contract.

6.13. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The contract will result in multiple purchase orders with the eVA transaction fee specified below assessed for each order.

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.

6.14. AQUIRING SERVICES OUTSIDE OF CONTRACT:

If after a request for services is issued by the facility to all contractors and no available and qualified physician was referred in a Placement Package within the required time and accepted by the facility, the facility procurement officer reserves the right to solicit the required services outside this contract following the required procurement laws and regulations for this type of service.

7.0 PRICING SCHEDULE: The total invoice cost, or Daily Rate, of a locum tenens physician shall be all-inclusive and shall constitute the entire daily cost to the Purchasing Agency.

	Daily Rate 8 Hour Day Weekdays	Overtime Rate Per Hour
Psychiatrist, Adult	$_____	$_____
Psychiatrist, Pediatric/	$_____	$_____

Adolescent		
Internal Medicine	$_____	$_____
Family Practice	$_____	$_____
Per day deduction in above rates if DBHDS provides acceptable housing during assignment.	$_____	

8.0 **METHOD OF PAYMENT:** INVOICES - Contractor shall invoice each Purchasing Agency monthly for all services rendered during the specified time period. The Contractor will be paid on the basis of invoices submitted. Each invoice shall state the specific services rendered, dates of services and itemized cost for each service. Payments shall be made in accordance with the Virginia Prompt Payment Act.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

FEE SCHEDULE

Contractor	**PrimeHealth Staffing**	**Staff Care**	**Jackson & Coker**	**Medical Doctor Associates**	**Interim Physicians**
Daily Rate: (8 Hour Day /Weekdays)					
Psych. Adult	**$1,322.20**	**$1,181.30**	**$1,385.50**	**$1,259.91**	**$1,301.78**
Psych. Adoles/Child	**$1,516.19**	**$1,181.30**	**$1,502.91**	**$1,206.11**	**$1,393.67**
Internal Med/Family	**$1,174.15**	**$897.46**	**$1,080.22**	**$1,047.55**	**$1,217.03**
Family Practice	**$954.64**	**$897.46**	**$1,080.22**	**$1,047.55**	**$1,217.03**
General Dentist	**N/A**	**$969.95**	**N/A**	**$980.16**	**N/A**
Pediatric Dentist	**N/A**	**$969.95**	**N/A**	**$980.16**	**N/A**
Overtime Rate: (Per Hour)					
Psych. Adult	**$206.59**	**$183.78**	**$204.20**	**$175.00**	**$244.02**
Psych. Adoles/Child	**$236.90**	**$183.78**	**$204.20**	**$185.00**	**$261.38**
Internal Medicine	**$182.76**	**$183.78**	**$136.81**	**$145.00**	**$230.75**
Family Practice	**$151.20**	**$183.78**	**$136.81**	**$145.00**	**$230.75**
General Dentist	**N/A**	**$157.23**	**N/A**	**$122.40**	**N/A**
Pediatric Dentist	**N/A**	**$157.23**	**N/A**	**$122.40**	**N/A**
Housing Deduct (Per Day)	**$86.79**	**$51.05** **$102.10** **(Dentist)**	**$65.37**	**$45.95**	**$61.26**

Contractor

Daily Rate:
(8 Hour Day /Weekdays)

Psych. Adult
Psych. Adoles/Child
Internal Med/Family
Family Practice
General Dentist
Pediatric Dentist

Overtime Rate:
(Per Hour)

Psych. Adult
Psych. Adoles/Child
Internal Medicine
Family Practice
General Dentist
Pediatric Dentist

Housing Deduct
(Per Day)