



**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF CORRECTIONS
PROCUREMENT AND RISK MANAGEMENT
6900 ATMORE DRIVE
RICHMOND, VIRGINIA 23225**



REQUEST FOR PROPOSALS

Solicitation Number: DOC-27-013

Issue Date: September 17, 2026

Title: Psychiatric Services at Marion Correctional Center

Commodity Code: 91867 - Mental Health Consulting Services
94848 - Healthcare Services
94874 - Professional Medical Services
94876 - Psychiatric Services
95221 - Counseling

Issuing Agency: Commonwealth of Virginia
Department of Corrections

*The Virginia Department of Corrections Virginia Marion Correctional Treatment Center located at 110 Wright Street, Marion, VA 24354, is in need of a psychiatrist for up to 24 hours per week. The initial term of any resulting contract will be for one year, and the contract may be renewed in accordance with Section III, Paragraph D. of the RFP. The Provider will provide psychiatric care and services for a population of approximately 200 male inmates. Telemedicine capabilities are available at this facility; however, **onsite services are preferred**. The compensation and hours are negotiable. Please review the attached Scope of Services and Contractual Terms and Conditions. If you are interested in the position, submit a proposal no later than **Thursday, October 1, 2026 at 2:30 p.m., EST/EDST**.*

Proposals must be delivered to Kimberlee Hall at the address listed on page 2 prior to the closing date and time indicated.

Proposals should include the following information:

1. A narrative describing the Provider's ability to provide the services detailed in the Scope of Services;
2. Verification of the acceptance of the Contractual Terms and Conditions;
3. The Provider's completed forms , including but not limited to:
 - a. Attachment 1, Assignment of Coverage form outlining the Provider's plan (if applicable) to subcontract or provide alternate coverage during absence; if no subcontracting or alternates are proposed, complete the information required as the Primary Provider.
 - b. Attachment 2, National Practitioner Data Bank Form. The Department's Office of Health Services will query the National Practitioner Data Bank for the Provider and any requested subcontractor and alternate health care providers.
4. A Curriculum Vitae that includes the following minimum credentials:
 - a. Doctor of Medicine (M.D.) or Doctor of Osteopathic Medicine (D.O.)

- b. Copy of graduate medical training (residency/fellowship). Must be a graduate of psychiatric residency with Board eligibility or certification, with postgraduate and residency training in psychiatry from ACGME accredited or AMA approved programs.
 - c. Current valid license to practice medicine in the Commonwealth of Virginia
 - d. Current and valid Board certification
 - e. Current and valid DEA certificate
 - f. Current and valid National Provider Identifier (NPI)
 - g. Verification of any hospital privileges
5. A listing of at least four (4) current or recent accounts, either governmental or commercial for which the Provider has provided services similar in nature to those described in the Scope of Services. Include the length of service, the name, address, telephone number and point of contact, along with a listing of any contract lost within the last two years including reason for loss; and
 6. Completed Attachment 3, Small Business Subcontracting Plan, stating whether the Provider is a Department of Small Business and Supplier Diversity (DSBSD) certified small, woman-owned and/or minority-owned business. (SWaM) see www.sbsd.virginia.gov for SWaM definitions and certification instructions.
 7. Detail the Provider's commute distance to the Marion Correctional Center located 110 Wright Street, Marion, VA 24354-3145. State the commute distance in miles and in time (hours and minutes):

_____ miles _____ hours/minutes
 8. Completed Attachment 4, providing your Virginia State Corporation Commission (SCC) registration information.

Proposals will be evaluated based upon the following criteria:

1. Ability and plan, including the Provider's Small Business subcontracting plan, to meet the requirements as detailed in the Scope of Services (50 points);
2. Demonstrated clinical experience (30 points);
3. Professional certification(s) and Curriculum Vitae (10 points); and
4. Acceptance of the Contractual Terms and Conditions (10 points);

All proposals submitted in response to this solicitation shall be valid for 180 days. At the end of the 180 days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

All proposals received after the appointed date and hour for receipt, whether by mail or otherwise, will not be considered for an award and will be date and time stamped, marked "late" and retained unopened in the procurement file. The time of receipt shall be determined by the time received in the Issuing Agency's Purchasing Office. Offerors have the sole responsibility for assuring that proposals are received in the Purchasing Office by the designated date and time.

If proposals are hand delivered, they must be delivered to the Issuing Agency's Purchasing Office at 6900 Atmore Drive, Richmond, Virginia 23225. Hand delivered proposals must be delivered in ample time to allow for security check-in at the front desk and delivery to the Purchasing Office prior to the closing time for the solicitation.

If proposals are mailed or delivered by express mail, they must be delivered to 5511-B Biggs Road, Richmond, VA 23224.

Faxed, emailed, or oral proposals will not be accepted. Offerors are encouraged to upload proposals directly into eVA. The following link provides details how to upload proposals into eVA:

<https://eva.virginia.gov/supplier-training-materials.html>

All inquiries for information should be directed to **Kimberlee Hall** ph.: 804-887-8440, or by email: Kimberlee.Hall@vadoc.virginia.gov.

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

For hand-delivered proposals, deliver to: Department of Corrections Headquarters, 6900 Atmore Drive, Richmond, VA 23225

From: Offeror's name and address

To: Commonwealth of Virginia
Department of Corrections
Procurement and Risk Management, Room 2150
6900 Atmore Drive
Richmond, Virginia 23225

Buyer: Kimberlee Hall, VCO, VCA
Solicitation # DOC-27-013 - Psychiatric Services for Marion Correctional Center
Due date and time: Thursday, October 1, 2026 at 2:30pm

For proposals delivered by mail or express courier, deliver to: Department of Corrections, 5511-B Biggs Road, Richmond, VA 23224

From: Offeror's name and address

To: Commonwealth of Virginia
Department of Corrections
Procurement and Risk Management, Room 2150
5511-B Biggs Road
Richmond, Virginia 23224

Buyer: Kimberlee Hall, VCO, VCA
Solicitation # DOC-27-013 - Psychiatric Services for Marion Correctional Center
Due date and time: Thursday October 1, 2026 at 2:30pm

By signing below, the Provider acknowledges receipt of the following addenda:

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

This cover letter shall be signed and returned with your proposal. By signing below, the Offeror agrees to meet the Scope of Services as outlined in this Request for Proposals and agrees that it is submitting this proposal as the type of business entity listed in Attachment 4, State Corporation Commission form.

Signature: _____ **Date:** _____

If you have any questions, contact me at 804-887-8440 or by e-mail Kimberlee.Hall@vadoc.virginia.gov.

Sincerely,

Kimberlee Hall, VCO, VCA
Senior Procurement Specialist

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, sexual orientation, gender identity, political affiliation, or veteran status, status as a military family, or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.f in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

I. SCOPE OF SERVICES

PSYCHIATRIST

Mental Health Services Treatment Guidelines for Psychiatric Services

The treatment of emotional and mental disorders within the inmate population is premised upon the provision of responsible mental health services within the context of sustaining the safe and orderly operation of each Department of Corrections (Department) facility. The mental health services provided shall be consistent with the Department's mission to protect the citizens of the Commonwealth from crime and to offer programs to help inmates lead crime-free lives.

In providing such mental health services, all inmates will be treated with dignity. Upon initial evaluation, the psychiatrist will spend sufficient time with the inmate to make a thorough mental health assessment. The psychiatrist will also answer the inmate's questions regarding possible diagnoses, treatment and medication options and possible effects. In providing mental health services, the psychiatrist recognizes that inmates being evaluated may be suffering from a variety of emotional problems or mental disorders. The psychiatrist also recognizes that some inmates seek medications for personal gain not related to any objective signs of mental disorder.

Medications and treatment should be ordered based upon clinical need and not in response to an inmate's request, desire or demand. At a minimum, an inmate who receives psychiatric services should have a diagnosable psychiatric disorder (per DSM-V). If no medical need exists, an inmate's request for medication should be denied and no medical treatment or medication ordered.

When prescribing medications, the psychiatrist will monitor the effects of such medications on a regular basis and continue such prescriptions only as long as deemed necessary and discontinue medications as soon as considered appropriate. Long-term use of medications to address adjustment or situational problems is discouraged. Medications should not be prescribed to placate inmates or to alleviate mild symptoms, which may be indications for the need for psychological and/or other services.

Promotion of lasting behavioral change will be emphasized in the treatment of an inmate's mental health issues, with the utilization of medications considered as a tool to help engender responsiveness to therapeutic efforts. Inmates with histories of substance abuse or dependence shall be closely evaluated and medications shall be cautiously considered in order to deter prescription dependence and to promote sobriety as a treatment goal. Additional guidelines for the prescription and use of certain types of medications (e.g., benzodiazepines) shall be adhered to as approved by the Department.

Psychiatrists shall be responsible for providing pharmacological services to inmates with mental disorders; other types of mental health treatment services and interventions will be provided by other qualified mental health professionals. Any apparent medical problems reported by or observed in inmates shall be referred to the institution medical staff for disposition.

The psychiatrist shall refer to, consult with, and coordinate with the senior psychology staff and other mental health and Departmental staff in providing mental health services. Promotion of a coordinated team approach regarding the provision of mental health services to inmates will be emphasized. A professional and effective work relationship between the psychiatrist and other staff is expected and is essential to the safe and orderly operation of the Department.

The Provider should:

1. Provide services as detailed in 1 through 21 for up to 24 hours per week at Marion Correctional Treatment Center. Services may be a combination of on-site services and services provided via telehealth; however, on-site services are preferred. In the event the Provider plans to offer services via telehealth, the Department of Corrections has the telehealth equipment available at the Department's Headquarters and at many of the Department's facilities. Telehealth sessions shall be scheduled by contacting the facility's Psychology Associate Senior.

The Provider shall submit an accounting of hours worked each week to the facility's Psychology Associate Senior. The accounting of hours shall include a breakdown of hours worked on-site and hours worked via telehealth. The Provider shall prepare an invoice and bill the Department for the hours actually worked, up to the required total. Services provided in less than full hour increments shall be invoiced and paid in one-tenth of an hour increments.

Lunch breaks shall be unpaid, and time taken must be deducted from total week hours invoiced. If hours per week reach the contracted number of hours and additional hours of service are required, the specific number of additional hours must be approved in writing by the Chief Psychiatrist before services are provided or the Provider will not be paid for said hours. If service hours exceed the negotiated per week hours, any additional hours of service shall be approved in advance by the Chief Psychiatrist and shall be paid at the negotiated rate.

2. Perform evaluations and provide follow-up recommendations and psychopharmacological treatment for inmates referred for symptoms which indicate the presence of psychiatric, psychological, behavioral, emotional, cognitive, and/or neurological disorders. These services may be provided via telehealth.
3. Record a summary of the problem and/or symptoms, the diagnosis, progress since last consultation, recommendations for further evaluation, medication, psychological services, environmental change and/or hospitalization, and other information the Provider deems appropriate in each inmate's Health Record at the conclusion of every interview or consultation. The Department may also require additional recording of information.
4. Adhere to the Formulary established by the Department.
5. Consult with the Department's Chief Psychiatrist or designee regarding care of inmates on an as required basis.
6. Assess whether each inmate referred for evaluation has a psychiatric disorder.
7. Make specific recommendations for further evaluation, medication, psychological services, environmental change and/or hospitalization.
8. Make provisional recommendations for treatment, specifying conditions, and for medications, specifying type(s) of medication(s) and dosage(s).
9. Refer inmates who require individual therapy or other mental health services to the facility's Psychology Associate Senior for disposition. The Provider will confer, consult and coordinate with the Psychology Associate Senior and other treatment staff in instances which may impact institution operations.
10. Be responsible for involuntary commitment hearings and court-related activities as necessary, in consultation with the Psychology Associate Senior.
11. Be available twenty-four (24) hours per day for emergency consultations by phone.
12. Confer with the facility psychological, medical, counseling and security staff during time not used in evaluation and treatment of inmates and in consultation with the facility's Psychology Associate Senior, in the treatment and management of specific inmates, and in the general prevention, recognition, handling and treatment of psychiatric disorders.
13. Discuss with the facility's Psychologist or Psychology Associate Senior, on an on-going basis, the number of inmates and the means of interview and evaluation that will be used during each site visit.
14. Use on-site office space provided by the facility during scheduled visits.
15. Utilize the services and personnel employed by and/or under contract to the Department for providing any recommended treatment or further evaluation.
16. Abide by the Department's "Treatment Guidelines: Psychiatric Services."
17. Immediately notify the Department if license or hospital privileges are denied, suspended or revoked; if any malpractice claims are filed; if any professional disciplinary action is taken; or if he/she has any physical, mental or emotional problems which might impact performance of assigned duties.

18. Provide a subcontractor/alternate psychiatrist to provide coverage during absence. The subcontractor/alternate must be approved in advance by the Department's Chief Psychiatrist (see Attachment 1). The subcontractor/alternate must abide by the same Scope of Services as the Primary Provider. The Department will pay the contract Provider who will be responsible for paying the subcontractor/alternate.
19. Provide a copy of the Contract to any subcontractor/alternate.
20. Provide psychiatrist services at another DOC facility on a temporary basis as needed and as mutually agreed upon. Any services provided at another DOC facility must be approved in advance by the Department's Health Services Director and outlined in a written Contract Modification.
21. In the event the provider cancels the contract, the provider shall notify both the Contract Administrator (the Health Authority) and the Contract Officer, in writing via email and via telephone call.

CONTRACTUAL TERMS AND CONDITIONS:

II. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the Vendors Manual. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) 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 <http://www.eva.virginia.gov> under "I Sell To Virginia".
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify 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 sexual orientation, gender identity, 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:

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

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, veteran status, status as military family, 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.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in

the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

- e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
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.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are 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 proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Applicable for all contracts over \$10,000: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

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

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with Code of Virginia, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in Code of Virginia, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to

shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **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, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT 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.
- L. **QUALIFICATIONS OF OFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed,

subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth may terminate this agreement after verbal or written notice without penalty. Upon termination the Commonwealth may procure the goods or services contracted for from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED FOR NON-INDIVIDUAL ENTITIES (anything other than an individual/sole proprietor):

1. Worker's Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Providers who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)
5. Professional Liability Insurance – Subject to §8.01-581.15 of the *Code of Virginia*. Specific limits are shown below:

Per Occurrence Amount:	
July 1, 2026	\$2,750,000
July 1, 2027	\$2,800,000
July 1, 2028	\$2,850,000

The Per Medical Incident Limits increases \$50,000 each July 1 until the year 2030.

Aggregate Amount:	\$4,500,000
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INSURANCE COVERAGES AND LIMITS REQUIRED FOR INDIVIDUAL PROVIDERS/SOLE PROPRIETORS:

1. Professional Liability - The Commonwealth will provide professional liability (medical malpractice) coverage at the above listed levels to Individual Providers/Sole Proprietors and their subcontractors/alternates during the contract term.
This coverage will only apply when the Provider is performing duties on behalf of the VADOC as specified in this contract or at other VADOC sites if requested.
 - Coverage for subcontractors/alternates applies only when an Assignment of Coverage form (Attachment 1), approved by the VADOC's Director of Health Services, is on file in the Office of Procurement and Risk Management.
 - The Provider shall submit a completed Assignment of Coverage form and a National Practitioner Databank Query form (Attachment 2), when adding a subcontractor/alternate during the contract term.
2. General Liability - \$1,000,000 per occurrence / \$2,000,000 aggregate with the Commonwealth of Virginia added as an additional insured to the policy by an endorsement;
or
Personal Umbrella Liability Policy - \$2,000,000.

R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice in eVA (eva.virginia.gov) for a minimum of 10 days.

S. DRUG-FREE WORKPLACE: Applicable for all contracts over \$10,000:
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.

T. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law

relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:

Internet electronic procurement solution, web site portal 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 by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective December 1, 2014, all vendors are required to register in eVA in order to get paid by the Commonwealth of Virginia. Medical providers that register in eVA will not get charged eVA fees for orders from the Virginia Department of Corrections (DOC) since the DOC will key such orders into eVA using eVA PO Category X02. The Virginia Department of General Services does not charge either party an eVA fee if an order is created using eVA PO Category X02.

V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

W. SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY: This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro business or small businesses this include DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.

X. PRICE CURRENCY: Unless stated otherwise in the solicitation, offerors shall offer prices in US dollars.

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

Z. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section. This Section creates obligations solely on the part of the contractor.

Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

III. SPECIAL TERMS AND CONDITIONS:

- A. **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.
- B. **AWARD OF CONTRACT**: The Commonwealth shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the public body may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the purchasing agency shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the purchasing agency can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.
- C. **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.

In the event the contractor cancels the contract, the contractor shall notify both the Contract Administrator (the Health Authority) and the Contract Officer, in writing via email and via telephone call.

D. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for four successive one-year periods under the terms and conditions of the original contract except as stated in 1 and 2 below. 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.

1. If the Commonwealth 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 Physician 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.
2. 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 Physician 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.

E. 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.

F. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DSBSD-certified small business and where it is not practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
2. Each prime contractor who wins an award in which a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a **quarterly basis**, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. Upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a monthly basis, information on use of subcontractors that are not DSBSD-certified small businesses. Upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

G. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract 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. The 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.

H. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency 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.

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

J. CONTINUITY OF SERVICES:

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.

K. FEDERALLY IMPOSED TARIFFS: In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import

duty or tariff (a “tariff”), on an imported good that results in an increase in contractor’s costs to a level that renders performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Commonwealth under this Agreement.

Prior to the Commonwealth agreeing to a price increase pursuant to this Section, the contractor must provide to the Commonwealth, the following documentation, all of which must be satisfactory to the Commonwealth:

- evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Commonwealth under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor’s payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Commonwealth to verify that the tariff is the cause of the price change.
- a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Commonwealth at a lower cost from a different source located outside of the country against which the tariff has been imposed.
- a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.
- as requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

- During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor’s books, accounts, and other records related to this Agreement and contractor’s costs for providing goods to the Commonwealth, including, but not limited to those kept by the contractor’s agents, assigns, successors, and subcontractors.
- Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth’s convenience upon 15 days’ written notice to contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth’s contract price shall be reduced by the same amount and adjusted accordingly.

- Any material misrepresentation of fact by contractor relating in any way to the Commonwealth’s payment of additional sums due to tariffs shall be fraud against the taxpayer’s of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

L. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its or proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by

which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

M. E-VERIFY PROGRAM: EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

N. CRIMINAL BACKGROUND CHECK AND DOC ORIENTATION: The Provider and all contractual employees including subcontractors and alternates who regularly work inside the security perimeter shall:

1. Submit to the same full criminal background check as Department of Corrections employees. Employment may be offered contingent upon a satisfactory background result.

In the event a Provider proposes to employ ex-offenders, the Department of Corrections may determine that it is not in the best interest to allow some ex-offenders to provide service. Some of the factors that the Department of Corrections may consider are: where the ex-offender served time, the nature of the crime and the length of time since sentence obligation was completed. Note: All Offerors shall include in their proposal the intent to hire ex-offenders.

2. Receive orientation at the facility according to Division Operating Procedures, Series Chapter 701.2 for physicians, dentists and optometrists and 730.7 for psychiatrists.

In addition, on an on-going basis, the DOC may require an updated VCIN report/background check at any time. Information obtained from the VCIN/background check may result in Provider staff removal from state property.

O. CONFIDENTIAL INFORMATION: The Contractor acknowledges that in the performance of this contract, confidential and proprietary offender information will be made available to the Contractor. The Contractor agrees to maintain the confidentiality of the offender information. The Contractor will not disclose any offender information to any third party without prior written authorization from the DOC. These obligations will apply to verbal information as well as specific portions of information that are disclosed in writing or other tangible form.

P. DRUG FREE WORKPLACE: All employees of the Provider, or its Subcontractors, assigned to this contract and who interact with any DOC offender or work within any DOC location, including but not limited to any correctional facility, detention center, diversion center, probation and parole office, central or regional office, will be subject to pre-employment drug screening conducted by DOC personnel within the respective facility or office.

All employees of the Provider, or its Subcontractors, having direct contact with offenders, shall be free from the influence or effects of illegal drugs and will be subject to the DOC's drug procedures for reasonable suspicion drug and alcohol testing, and post-accident drug and alcohol testing conducted by DOC personnel within the respective facility or office.

The Provider shall be responsible for periodic random drug testing their employees and shall notify the applicable Organization Unit Head of any positive tests.

The Provider will be notified of any positive tests conducted by the DOC. Based on the positive alcohol or drug test, the Organizational Unit Head may bar the employee entry into the DOC location or from providing services to the DOC, regardless of disciplinary action taken by the employer. All costs associated with required drug and/or alcohol testing conducted at a DOC facility or work location may be charged back to the Provider.

Q. FRATERNIZATION PROHIBITION: The Contractor's staff assigned to provide services to the Department of Corrections shall not interact with offenders in an unprofessional manner. Examples of unprofessional behavior include, but are not limited to, non-work-related visits between the offender and Contractor staff and engaging in romantic or sexual relationships with offenders.

R. PRISON RAPE ELIMINATION ACT (PREA): Contractors and Contractors' staff, who are providing services to the Virginia Department of Corrections, and who have any level of interaction or potential for interaction with offenders shall review the Prison Rape Elimination Act (PREA) <https://www.vadoc.virginia.gov/general-public/procurement/>. Contractors and Contractors' staff must receive training (at the Agency location where services are to be performed) on their responsibilities, under PREA including the Agency's sexual abuse and sexual harassment prevention, detection and response policies and procedures (including reporting). Contractors and Contractors' staff agree to abide by the Agency's zero-tolerance policy regarding fraternization, sexual abuse and sexual harassment and the obligation to report incidents.

S. CONFIDENTIALITY OF HEALTH RECORDS: By signature on this contract, the Provider agrees to comply with all applicable statutory provisions and regulations of the Commonwealth of Virginia and in the performance of this contract (agreement) shall:

1. Not use or further disclose health records other than as permitted or required by the terms of this contract or as required by law;
2. Use appropriate safeguards to prevent use or disclosure of health records other than as permitted by this contract;
3. Report to the Department of Corrections any use or disclosure of health records not provided for by this Contract;
4. Mitigate, to the extent practicable, any harmful effect that is known to the Provider of a use or disclosure of health records by the Provider in violation of the requirements of this contract;
5. Impose the same requirements and restrictions contained in this contract on its subcontractors and agents;
6. Provide access to health records contained in its records to the Department of Corrections, in the time and manner designated by the Department of Corrections, or at the request of the Department of Corrections, to an individual in order to afford access as required by law;
7. Make available health records in its records to the Department of Corrections for amendment and incorporate any amendments to health records in its records at the Department of Corrections request;
8. Document and provide to the Department of Corrections information relating to disclosures of health records as required for the Department of Corrections to respond to a request by an individual for an accounting of disclosures of health records.

T. TIMECARDS:

1. The Temporary Medical Worker will report to work on time for each scheduled shift and sign in and out

for all shifts worked and breaks taken. The Temporary Medical Worker must use DOC's electronic Time Management system (currently DOCTime) to record clocking in/out and hours worked unless the system is unavailable for some reason.

2. Unless otherwise approved to telework, all temporary medical contractors must use either the dual authenticated time clock installed at each facility to record shifts worked or they can record their time in DOCTime using a VADOC computer located onsite.
3. If the electronic Time Management system is unavailable, the Temporary Medical Worker must document time in the medical unit's sign-in log. The facility's Health Authority must document why the electronic Time Management system was unavailable during the time the paper log was in use.
4. All time documented in the medical unit's sign-in log must be done using military time unless the Temporary Medical Worker is otherwise unable to. If military time is not used, time needs to be clearly marked AM/PM. Any time that is not entered in military time or clearly identified with AM/PM will be unverifiable and not reimbursable.
5. For facilities with a wall-mounted punch card system, this system is to be used as backup (in lieu of the sign in/out log) for all Temporary Medical Worker time keeping if the electronic Time Management system is available.
6. All time documentation must be performed in real-time and by the Temporary Medical Worker performing the work. Time entered on behalf of another employee will invalidate the time as entered inappropriately. If the individual entering the time on behalf of someone else is another Temporary Medical Worker, that individual's time will also be not reimbursed. Time entered after 24 hours since the end of the shift will not be reimbursable.

All late entries for missed punches are to be approved and documented by the facility Health Authority, and/or the Regional Healthcare Administrator, in the appropriate log, either the electronic system, punch card system or medical unit log, whichever is being used at that time. If the facility has the electronic Time Management System available, or a wall-mounted punch card system available when the electronic Time Management system is not, a paper timesheet will not be accepted as appropriate backup documentation of hours worked.

Any missed punches that are not reconciled and approved by the facility Health Authority or the Regional Healthcare Administrator or Regional Nurse Manager will be deemed unverifiable, making the day the missed punch occurred completely non-reimbursable.

7. The Temporary Medical Worker will ensure that the Contractor's time documentation is approved by the facility's Health Administrator, designee, or Regional Healthcare Administrator or Regional Nurse Manager, at the end of each week.

ASSIGNMENT OF COVERAGE

To: The Department of Corrections Director of Health Services

From: _____

Date: _____

Contract Conditions of Provider Coverage

Name of Primary Provider: _____ Subcontracting: Yes or No (please circle)

Department of Corrections Facility: _____

The Provider is requesting permission to subcontract or temporarily assign alternate coverage to:

- Name of Subcontractor: _____ Start Date _____
- Name of Alternate: _____ Start Date _____

(The Provider shall provide alternate coverage during temporary absences such as vacation, holiday, sick, or continuing education.)

The above referenced subcontractor or alternate may be requested to provide coverage to other DOC facilities upon mutual agreement between both parties.

Important Note:

The Provider shall submit a completed Assignment of Coverage form (Attachment 1) and a National Practitioner Databank Query form (Attachment 2) when adding a subcontractor/alternate during the contract term.

The subcontractor/alternate must be approved in writing by the VADOC's Health Services Director (see Attachment 1) prior to services being rendered.

The approved Assignment of Coverage form must be on file in the VADOC's Office of Procurement and Risk Management; otherwise, coverage may not be provided by the Commonwealth.

Approved _____ Date _____

Disapproved _____ Date _____

Note: The use of physician midlevel practitioners (i.e., Nurse Practitioner, Physician Assistant, etc.) must also be approved by the Department of Corrections.

OHS 6/03

Rev 10/16



National Practitioner Databank Query

The Office of Health Services plans to query the National Practitioner Databank on selected health care providers considered for employment, or contract by the Virginia Department of Corrections.

During the interview process, inform applicants that this query will be conducted. Provide the following information:

Name of Facility:			Date:		
Applicant Name:			Maiden Name if Married:		
Date of Birth:			Social Security Number:		
Current Home Address:					
Phone Number					
Email Address					
Current Office Address:					
Phone Number					
Email Address					
Current Virginia License:			Other State License if Applicable:		
DEA Number:			NPI Number:		
Name of Schools Attended:	Degree:	Date of Graduation:			

Query Completed By:	Date:
Approved By:	Date:

SMALL BUSINESS SUBCONTRACTING PLAN

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential offerors are required to return this document with their response.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include DSBSD-certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Who will be doing the work: ☐ I plan to use subcontractors ☐ I plan to complete all work

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period the initial contract period in Section B.

Offerors which are small businesses themselves will receive the maximum available points for the small business participation plan evaluation criterion, and do not have any further subcontracting requirements. Offerors which are not certified small businesses will be assigned points based on proposed expenditures with DSBSD-certified small businesses for the initial contract period in relation to the offeror's total price for the initial contract period.

Points will be assigned based on each offeror's proposed subcontracting expenditures with DSBSD-certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification number: _____ Certification Date: _____

Section B

If the "I plan to use subcontractors box is checked," populate the requested information below, per subcontractor to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Subcontract #1

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____ Description of
Work: _____

Subcontract #2

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____ Description of
Work: _____

Subcontract #3

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____ Description of
Work: _____

Subcontract #4

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____ Description of
Work: _____

Subcontract #5

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____ Description of
Work: _____

STATE CORPORATION COMMISSION

Virginia State Corporation Commission (SCC) registration information:

The Offeror: _____

☐ is a corporation or other business entity with the following SCC identification number: _____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐



AUTHORITY FOR RELEASE OF INFORMATION

TO WHOM IT MAY CONCERN:

I hereby authorize any investigator or duly accredited representative of the Department of Corrections bearing this release or a copy thereof, to obtain any information from schools, residential management agents, employers, criminal justice agencies, or individuals relating to my activities. The information may include, but is not limited to, academic, residential, achievement, performance, attendance, personal history, disciplinary, and conviction records. I hereby direct the release of such information upon the request of the bearer.

This release also authorizes the National Personnel Records Center, or other custodian of my military service record, to release any information and/or copies of documents from my military service record. I understand that the information released is for official use by the Department of Corrections and may be disclosed to such third parties as necessary in the fulfillment of official responsibilities.

I hereby release any individual, including records custodians, from any and all liability for damages of whatever kind or nature which may at any time result to me on account of compliance, or any attempts to comply with this authorization. Should there be any questions as to the validity of this release, you may contact me as indicated below.

Signature: (Full Name)	_____
Print Full Name:	_____
Other Names Used: <i>(Include All Maiden and Aliases)</i>	_____
Social Security Number:	_____
Date:	_____
Current Address:	_____ _____ _____
Telephone Number:	_____
Date of Birth:	_____
State of Birth:	_____
Country of Birth:	_____
Sex:	☐ Male ☐ Female
Furnishing the requested information is voluntary, but failure to provide all or part of the information may result in a lack of further consideration for employment, or in the termination of your employment.	

AUTHORIZATION FOR ON-GOING LICENSE/BACKGROUND CHECK(S)Contract/Memorandum of Agreement # DOC-27-013

☐ I authorize the Department of Corrections to perform an annual driver's license check. Loss or suspension of driver's license may result in the DOC disallowing a specific Contractor staff member and/or all Contractor staff the ability to drive state vehicles. My signature below indicates that this authorization will be in effect for the length of my assignment to provide services to the DOC under the terms of this contract.

☐ My signature below indicates my authorization for the Department of Corrections to perform an updated VCIN report/background check as part of the overall consideration process for promotion or assignment. Information obtained from this background check may result in my removal from state property.

Signature_____
Printed Name_____
Date

SECURITY RULES AND REGULATIONS***Marion Correctional Center***

The Contractor shall be responsible for ensuring that all personnel connected with the work shall comply with any and all rules and regulations of the Agency/Facility. The Contractor shall maintain proper security and control over all personnel, equipment, tools and materials at all times. The Contractor's equipment and personnel will be subject to security checks, inventorying and other associated delays thereof.

1. Anyone bringing inmate(s) items such as, but not limited to, weapons, tools, food, drinks, clothing, cigarettes, matches, correspondence, printed or electronic media or assisting inmates to escape is a violation of State Law and will result in prosecution to its fullest.
2. No weapons, alcohol, or drugs of any type will be allowed on State Property. All medication, prescription or nonprescription is prohibited on State property unless written permission is granted by the Warden/Superintendent or Designee.
3. Keys shall be removed from all vehicles and other mobile equipment at all times when not in operation and/or unattended. Vehicle doors and tool compartments shall be locked at all times when not in use. Ladders left on vehicles shall be securely chained and locked at all times.
4. No tools will be left unattended; when not in use, all tools and ladders will be securely locked.
5. All tools, especially any type of cutting tools, if left unattended, will be confiscated and the Contracting Supervisor shall report to the Institutional Manager or the Captain before any items(s) will be returned.
6. All security regulations shall be observed at all times. These regulations will be made known to the Contractor and his representatives by the Institutional Manager or his designee, at the point of entrance to the Institution or submitted with the contract or purchase order.
7. All persons entering the prison complex are subject to being searched.
8. There shall be limited movement to and from the work area by the Contractors and their representatives.
9. An Institutional employee will be designated as a liaison between the Contractor and Institution.
10. All Contractors' employees will have a valid identification with photograph, acceptable to the Institution, at all times. A valid DMV driver's license is acceptable. No person(s) will be permitted to enter the Institution without such valid identification.
11. Smoking and the use of smokeless tobacco products are prohibited on any property owned and operated by the VADOC.
12. Contractor's employees shall not wear revealing clothing. Contractor's employees may wear casual dress (*no jeans*) that is appropriate and reasonable.
13. The use of tobacco products is prohibited on property owned and operated by the VADOC.
14. Pagers and cell phones will not be permitted inside the institution unless approved by the Warden or Major.
15. 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.

SEXUAL HARASSMENT TRAINING



COMMONWEALTH of VIRGINIA

Department of Corrections

HAROLD W. CLARKE
DIRECTOR

P. O. BOX 26963
RICHMOND, VIRGINIA 23261
(804) 674-3000

July 12, 2022

DOC Contractor,

Effective July 1, 2020, Section [§ 2.2-4201](#) of the Code of Virginia was changed to require contractors with the Commonwealth, who have workers who spend significant time working with or in close proximity to state employees, to complete sexual harassment training developed by the Virginia Department of Human Resource Management (DHRM).

Please use this [checklist](#) (also found on the next page) to determine if any of your employees are required to complete the DHRM sexual harassment training. If required, contractors should provide the following training video [Preventing Sexual Harassment Training](#) that focuses on understanding and preventing sexual harassment in the workplace.

The below [link](#) within the DHRM webpage provides more information regarding the training and requirements: <https://www.dhrm.virginia.gov/public-interest/contractor-sexual-harassment-training>
If you have any question regarding this matter, please contact the DOC Procurement Office.

Sincerely,

Christopher Cole
Director of Procurement & Risk Management

SEXUAL HARASSMENT TRAINING (CONTINUED)**DEPARTMENT OF HUMAN RESOURCE MANAGEMENT****CHECKLIST TO DETERMINE IF EMPLOYEES OF THE CONTRACTOR WILL BE REQUIRED TO COMPLETE A SEXUAL HARASSMENT TRAINING MODULE DEVELOPED BY THE DEPARTMENT OF HUMAN RESOURCE MANAGEMENT**

State contracts for more than \$10,000 and contractors who employ more than 5 employees, must agree to receive sexual harassment training as required by the Code of Virginia, §2.2- 4201.

Effective July 1, 2020, the Code of Virginia § 2.2-4201 states:

“That the Department of Human Resource Management be directed to develop procedures for (i) determining whether an employee of a contractor with state government spends significant time working with or in close proximity to state employees and (ii) if so, requiring such contractor employee to complete any sexual harassment training also provided to state employees if the contractor employee has not received such training within the calendar year in which he begins work on the contract.”

Are the contractor's employees on-site at the state agency on a regular basis?	Yes ☐	No ☐
Are the contractor's employees on-site periodically?	Yes ☐	No ☐
Are state employees required to travel with the contractor's employees?	Yes ☐	No ☐
Are state employees required to attend meetings with the contractor's employees on or off-site?	Yes ☐	No ☐
Are state employees required to go to the contractor's facilities for meetings, etc.?	Yes ☐	No ☐
Is there regular telephone, Skype, Facetime, or other similar media contact between state employees and the contractor's employees?	Yes ☐	No ☐
Is there regular contact between state employees and the contractor's employees by the use of e-mail?	Yes ☐	No ☐
Are other forms of electronic media such as texts, IMs, etc., used on a regular basis for communication between the state employees and the contractor's employees?	Yes ☐	No ☐

If the answer is “yes” to any of the above questions, then the contractor's employees must receive Sexual Harassment training provided by the Department of Human Resource Management.

This training is available on the Department of Human Resource Management web page at www.dhrm.virginia.gov.