

Request for Proposal

RFP#Compensation_Study_03.2025
7025 Harbour View Blvd.
Suite 119
Suffolk, VA 23435
Phone: (757) 966-2805

Compensation and Classification Study

Electronic proposals will be received at the office of the Purchasing Agent, until the time and date shown below (local prevailing time), for furnishing the items or services described in the solicitation.

SUMMARY SCOPE OF SERVICE – Western Tidewater Community Services Board is seeking proposals from qualified firms to conduct a compensation and classification study of the agency employee compensation package.

The Purchasing Agent, Carol Ellis, is the Contract Officer for Western Tidewater Community Services Board with respect to this RFP. All questions and/or comments should be directed to purchasing agent at this email address: cellis@wtcsb.org The respondents to this RFP shall not contact, either directly or indirectly, any other employee or agent of Western Tidewater CSB regarding this RFP. This prohibition shall also extend to the appointed Board of Directors. Any such unauthorized contact may disqualify the bidder from procurement.

Proposals are due: 12:00 p.m., Monday 4.7.25

Company Name: _____

Address: _____

City/ State/ Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers, if the offer is accepted within one hundred and eighty (180) calendar days from the date of the receipt of proposals, to furnish any or all of the items and/or services upon which prices are quoted, at the price set, to be delivered at the time and place specified herein. The above signed certifies the offeror has read, understands, and agrees to all terms, conditions, and requirements of this Request for Proposals, and is authorized to contract on behalf of firm on the previous page.

SOLICITATION DOCUMENTS

An e-mail request for the complete RFP form may be sent to the Contract Officer listed on the front page.

An electronic document may be submitted by e-mail attachment to cellis@wtcsb.org with the RFP number and title in the subject line. Paper copies (thumb drive) may be delivered to the Purchasing Office, 7025 Harbour View Blvd., Suite 119 Suffolk, Virginia 23435 prior to the closure date shown, if desired. Documents should be saved as a .pdf document and should conserve disk space to allow transfers of data. **ZIP files will not be accepted.** To receive confirmation of receipt of proposal, send request to the contracting officer at cellis@wtcsb.org

Questions concerning this project must be in writing (email is preferred) and addressed to the Contract Officer listed on the front page of this solicitation, and, should be received no later than five (5) business days preceding the date that the proposals are to be received. E-mail is the preferred method and will get a faster response.

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

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Compensation and Classification Study

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1.0 PURPOSE

The Western Tidewater Community Services Board seeks a firm to conduct a compensation and classification study to evaluate the CSB's current classification and salary structures as well as salary compression as compared to similar municipalities and in the private sector where applicable. It is expected that the study will indicate what actions should be taken, if any, to avoid loss of qualified staff and difficulties in recruiting new employees for CSB employment, while competitively compensating its current employees. In addition, it is expected that the study will recommend adjustments to the CSB's pay plan rules, policies, and salary structure, including variable/incentive pay options, to allow appropriate compensation, to account for employee's service, special achievements, or to rectify compression/equity issues; and a total compensation comparison; and an executive compensation comparison.

2.0 BACKGROUND

The CSB has approximately 787 full time employees. Pay rates offered upon hire are dependent on qualifications and experience for many positions.

3.0 COMPETITION INTENDED

It is the CSB's intent that this Request for Proposal (RFP) permits competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than five (5) business days prior to the date set for acceptance of proposals.

4.0 TERM OF CONTRACT

Services shall commence upon conveyance of a fully executed agreement. The term of this agreement shall be from the date of the agreement through completion of all tasks required for completion of this project. The CSB reserves the right to purchase additional related services on an as-needed basis for three years from the date of signed contract execution, not to exceed \$50,000 per year. For each additional service proposed by the CSB, the Offeror shall provide a written description of the services to be provided. Fees and schedules for additional projects shall be subject to negotiation; if mutually acceptable terms are not achieved, the CSB reserves the right to obtain the necessary services from other sources.

5.0 SCOPE OF SERVICES

The CSB's objectives are to:

- attract and retain highly qualified employees;
- ensure positions performing similar work with essentially the same level of complexity, responsibility, and required knowledge, skills, and abilities are classified together;
- provide salaries commensurate with assigned duties;
- clearly outline promotional opportunities and provide recognizable compensation growth;
- provide justifiable pay differential between job classifications;
- maintain a competitive market position with other comparable government entities and private employers (as applicable) within the same geographic areas, and
- address pay compression and equity issues.

6.0 DELIVERABLES

A. Classification Study

1. Assess the CSB's current classification system to include the current methodology, structure, and procedures and make recommendations for adjustments and improvement.
2. Review each job classification and make recommendations for adjustments to placement in the plan and salary adjustments.
3. Analyze the job classification structure (e.g. job levels/families) and make recommendations for potential

- consolidation or expansion.
- 4. Recommend an approach to maintaining and updating the classification system.
- 5. Evaluate and recommend changes to exempt or non-exempt status of CSB positions to ensure compliance with the Fair Labor Standards Act (FLSA).

B. Compensation Study

1. Assess the CSB's Human Resources Classification and Compensation Plan and related compensation policies and make recommendations for revision and improvement.
2. Evaluate the CSB's pay structure (e.g. range spread, progression), which contains forty-two (42) pay ranges, and make recommendations for adjustment and improvement. Recommend the appropriate pay structures for jobs/job groups and develop the appropriate pay structure /plan for the group (i.e. Step Plan, broadband, etc.)
3. Assess the competitiveness of the CSB's Human Resources Classification and Compensation Plan, compensation policies, and pay structure. At minimum, the competitive market review must include the cities of Hampton, Newport News, Norfolk, Portsmouth, Suffolk and Virginia Beach but may also include additional comparable jurisdiction as recommended by the Contractor or requested by the CSB.
4. Evaluate actual pay against the market and recommend solutions to address areas of concern.
5. Recommend the placement of all CSB job classifications in any proposed new pay ranges or recommend pay grade adjustments for certain job classifications within the existing pay ranges, as deemed appropriate, including any recommended pay adjustments for affected incumbents.
6. Recommend processes for movement through the pay ranges such as cost-of living adjustments, off-cycle salary increases, step increases where applicable, merit increases, or other pay adjustment methods.
7. Evaluate and identify current pay compression and equity issues, including supervisory compression, and recommend solutions to address those issues that are easy to understand and communicate, and practical to implement.
8. Provide cost implications of recommended changes.
9. Recommend an approach to maintaining and updating the compensation system to ensure internal equity and external competitiveness.
10. Assess the competitiveness of the CSB's supplemental pay programs (recognition pay, education incentives, certification stipends, etc.) and make recommendations for improvement.
11. Conduct analysis on gender pay equity for proposed recommendations throughout all positions.

7.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

A. Submission of Proposals

An electronic document shall be submitted by e-mail attachment to cellis@wtcsb.org with the RFP number, title, and closing date in the subject line. Offers may be sent to cellis@wtcsb.org. Electronic copies may be delivered to the Purchasing Office, 7025 Harbour View Blvd., Suite 119 Suffolk, Virginia prior to the closure date shown, if desired. Documents should be saved as a .pdf document and should conserve disk space to allow transfers of data. Zip files will not be accepted.

The intent of using electronic submissions is to reduce paper usage and provide economical approaches while permitting the offeror to demonstrate their skills, education, experience, pricing, and ingenuity that would qualify them to be selected for interview. Offerors may be selected to make a formal presentation of their qualifications and job approach and may be selected for final negotiations of contract. Therefore, care should be given to address the issues relating to the criteria to follow.

Read the entire solicitation before submitting a proposal. Failure to read any part of this RFP shall not relieve any offeror from his or her contractual obligations.

Questions and Inquiries

Questions and inquiries pertaining to the Request for Proposals will be accepted from any and all firms via e-mail. Inquires must provide RFP number, title and acceptance date. Material questions will be answered by Addendum and will be posted on the CSB's website: <https://www.wtcsb.org/procurement-opportunities/> provided that all questions are received five (5) business days prior to opening date.

Carol Ellis, Purchasing Agent, is the designated authorized spokesperson for the CSB with respect to this RFP. All questions and/or comments should be directed to his attention. The respondents to this RFP shall not contact, either

directly or indirectly, any other employee or agent of the CSB regarding this RFP. This prohibition shall also extend to the Suffolk CSB Council and other elected CSB officials. Any such unauthorized contact may disqualify the offeror from procurement.

B. Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an addendum will be issued. It is the responsibility of the offeror to ensure that he has received all addendums prior to submitting a proposal.

Firm Pricing for CSB Acceptance

Offers made during negotiation must be honored for CSB acceptance for 180 days from the date of offer.

C. Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature. Any propriety information must be listed on the attached "Proprietary/confidential Information Identification" form and submitted with the proposal.

D. Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to sign proposal may disqualify it. Person signing proposal should show Title or authority to bind firm in a contract.

E. Preparation and Submission of Proposals

1. All proposals shall be signed by the individual or authorized principals of the firm.
2. All forms and attachments to the Request for Proposal requiring executing by the firm are to be returned with the proposals.
3. Proposals are to be submitted electronically; title shall indicate the RFP number and the title of the proposal.
4. It is the Offeror's responsibility that the proposals are received by the Purchasing Division BEFORE the hour specified on the opening date. Requests for extensions of this time and date will not be granted. Proposals or unsolicited amendments to proposals received by the CSB after the acceptance date will not be considered.

F. Miscellaneous Requirements

1. The CSB will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
2. Offerors who submit a proposal in response to this RFP may be required to make a presentation of their proposal. The Purchasing Division will schedule the time and location for this presentation.
3. The contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful firm will be expected to sign a contract with the CSB.
4. The CSB reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the CSB. The CSB reserves the right to award to multiple vendors.

8.0 SPECIFIC PROPOSAL REQUIREMENTS

Proposals should be as thorough and detailed as necessary to allow the CSB to properly evaluate the offeror's capabilities to provide the required services. In accordance with the specifications herein, the proposal shall provide a straightforward, concise delineation of capabilities, experience and approach to the tasks outlined in this request. Offerors are requested to submit the following items in the format provided as a complete proposal:

A. Proposal Formant

1. The offeror shall complete and submit a brief cover letter. The cover letter should summarize key elements of the proposal. An individual authorized to bind offeror must sign the letter and Signature Sheet, as well. Indicate the address and telephone number of the Consultant's office.

B. Background and Project Summary

1. The Background and Project Summary Section should describe your understanding of the CSB, the work to be performed, and the objectives to be accomplished. Refer to the "Scope of Services" of this RFP.

C. Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the "Scope of Services" and "Deliverables" section of this RFP. The Methodology Section should include the following:

1. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Services" and "Deliverables" Section.
2. Detailed description of specific tasks you will require from CSB staff. Explain what the respective roles of CSB staff and your staff would be to complete the tasks specified herein.

D. Staffing Section

Provide a list of key individual(s) who will be assigned to the CSB for this project and indicate the level/title of each member, and the function that each will perform. Include a brief resume for each designated individual, to include licenses, certifications, and other qualifications.

E. Qualifications

1. A summary of the firm's demonstrated capability, including the length of time that the firm has provided the services being requested herein.
2. Provide at least five (5) references from organizations that have received similar services from your organization. Public agency references are preferred. The CSB reserves the right to contact any the organizations or individuals listed. Information shall include:
 - Client name
 - Client manager name, telephone number and email address.
 - Dates of service

F. Fee Schedule

Provide a detailed fee schedule based on the "Scope of Services" and "Deliverables" section of this RFP.

G. Proposals should be assembled in the following sequence:

- Cover Letter
- Page 1 of Proposal
- Proposal sequenced in accordance with Paragraphs B-F above
- CSB forms as follows: (All forms must be signed.)
 - o Signature Sheet (Page 17)
 - o Propriety/Confidential Information Identification (Page 18)
 - o Exemptions to RFP (Page 19)
 - o Anticollusion/Nondiscrimination/Drug Free Workplace Clauses (Pg. 20)
 - o Proof of Authority to Transact Business in Virginia (Page 21)

9. EVALUATION AND AWARD CRITERIA

The CSB's Evaluation Committee shall review each proposal and verify the claims and credentials of each offeror. Selection will be made for each proposal on the basis of the criteria listed below. Each criteria will be evaluated based upon the strengths and weaknesses of the submittal or subsequent information gained in the process.

1. Approach to the task/operational plan. (30%)

2. Fees schedule with the offered consulting services. (20%)
3. Quality of prior work, including efficiency, timeliness and cost control. (25%)
4. Qualifications, credentials, and related experience of the Offeror's key personnel. (15%)
5. Availability and adequacy of support resources (10%)

Once each member of the Evaluation Committee has read and rated each proposal by use of the criteria, a consensus of the Committee shall be used established ranking the proposals. This ranking shall be used to select the firms for further consideration—the short-list.

Should the CSB determine, in its sole discretion, that only one offeror is qualified, or that one offeror is clearly more highly qualified than the other under consideration, a contract may be negotiated and awarded to that offeror. The file will show the Committee's perception of the strengths and weaknesses of each proposal received as basis for selection. The successful firm(s) will be expected to enter into a contract with Western Tidewater Community Services Board based upon their submittal, any additional negotiated terms, and best and final pricing. The successful firm(s) shall execute and return the contract documents to WTCSB within ten (10) business days of receipt.

10. ADDITIONAL INSTRUCTIONS

1. **Use of Form:** All proposals should be submitted in electronic (.pdf) format in accordance with this form. The offeror may attach/scan other information as required to the electronic document that will be made a part of the proposal. Electronic submittals on flash drives, or other electronic media will be accepted if delivered prior to the closing time. The preferred method is by an attachment to an email addressed to: cellis@wtcsb.org ZIP files will not be accepted.
2. **Submittals:** Except as noted above, all proposals shall be sent as an attachment to email to: cellis@wtcsb.org. The subject line must show the proposal number and title.
3. **Late Proposals:** Proposals, if received by the CSB's Purchasing Division ("Purchasing") after the date and time specified, will not be considered. It will be the responsibility of the offeror to see that their proposal is received by Purchasing as specified. There will be no exceptions. Electronic proposals show the date and time sent. This must be prior to the closing date published on the front cover.
4. **Competition Intended:** It is the CSB's intent that this RFP permits competition. It shall be the offeror's responsibility to advise the Contract Officer in writing if any language requirement, specification, terms, conditions, or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Contract Officer prior to the date set for proposals to close.
5. **Offeror's Qualifications:** Only proposals from established offerors for work similar in scope to work herein shall be considered; the CSB reserves the right to request specific reference information prior to award. Offeror shall demonstrate that they have adequate and appropriate manpower, and resourced to respond and perform in accordance with the provisions herein.

The CSB may, at its option, disqualify an offeror and reject its proposal for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among offerors.
- Receipt of more than one proposal on any project from an individual, or from a corporation. This restriction does not apply to sub-consultants
- Default on any previous contract.
- For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the offeror's financial statement, experience and/or plant and equipment.
- Offeror does not meet project-specific requirements, as identified in the solicitation.

6. **Capacity of Offeror:** All proposals must be signed by a responsible officer or employee having the authority to bind the firm in contract. The offeror agrees that its contract performance shall be in strict conformance with the contract documents.
7. **Rights to Damages:** By signing its proposal, the offeror assigns to the CSB any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in

- any way arising from or pertaining to this proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.
8. **Anti-collusion:** The offeror certifies by signing its proposal that the proposal is made without prior understanding, agreement, or accord with any other person or firm submitting a proposal for the same goods and/or services and the proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages. Should sub-consultants have interest in multiple submittals, this clause does not apply except when an act of collusion or fraud has occurred.
 9. **Contact Prohibition:** Direct contact with CSB departments other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the Contract Officer. Violation may result in a determination that your firm is ineligible for an award. All questions shall be in writing to the Contract Officer shown on the title page of the proposal. The respondents to this RFP shall not contact, either directly or indirectly, any other employee or agent of the CSB regarding this RFP. This prohibition shall also extend to the Western Tidewater Community Services Board Directors and locally elected officials. Any such unauthorized contact may disqualify the offeror from this procurement.
 10. **Debarment Status:** By submitting a proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
 11. **Ethics in Procurement:** Offeror must provide written disclosure with their proposal if one of its officers, directors, trustees, partners, employees, or lenders is an employee or officer of Western Tidewater Community Services Board or an immediate family member of the employee or officer (as defined by Section 2.2-4368 of the Virginia Procurement Act) who is involved personally or substantially participates in procurement transactions or owns or controls an interest of more than three percent (3%) of the company or receives more than \$5,000 annually from the Offeror.
 12. **Addenda:** If issued, addenda to this solicitation will be posted on the Purchasing website <https://www.wtcsb.org/procurement-opportunities/> It is the offeror's responsibility to check the website or contact the Purchasing Division prior to the submittal deadline to ensure that the Offeror has a complete, up-to-date package.
 13. **Withdrawal of Proposals:** Proposals may be withdrawn (cancelled) any time prior to the closing time and date. Withdrawal of proposals may be accomplished by submitting such request in writing on the issuing company's letterhead either by email, in person, or by certified mail.
 14. **Award:** Award will be made to the offeror considered by the CSB's sole determination after following the procedure outlined herein. The process used for this solicitation shall be Competitive Negotiation as outlined in the Virginia Public Procurement Act.
 15. **Announcements:** Upon the award or the announcement of the decision to award a contract, the CSB will publicly post such notice on the electronic bulletin board located outside of the Purchasing Division and on the Purchasing web site: <https://www.wtcsb.org/procurement-opportunities/>
 16. **Offer/Acceptance:** Each proposal is received with the understanding that the acceptance in writing by the CSB of the offer to furnish any or all of the goods and/or services described therein, shall constitute a contract between the offeror and the CSB, which shall bind the offeror to furnish and deliver the goods and/or services quoted at the prices stated and in accordance with the conditions of the accepted proposal; and the CSB on its part to order from such offeror, except for causes beyond reasonable control; and pay for, at the agreed prices, all goods and/or services specified and delivered.

17. **CSB's Rights:** The CSB reserves the right to reject any and all proposals, and to waive any informality if it is determined to be in the best interest of the CSB.
18. **Appeals Procedure:** Upon offeror's request, administrative appeals information will be provided that shall be used for hearing protests of a decision to award, or an award, appeals from refusal to allow withdrawal of proposals, appeals from disqualification, appeals for debarment or suspension, or determination of non-responsibility and appeals from decisions or disputes arising during the performance of a contract. To be timely all appeals shall be made within the time periods set forth by the Virginia Public Procurement Act, §2.2-4357, *et seq.* Contact the Contract Officer at once for assistance.

11.0 CONTRACT TERMS AND CONDITIONS

1. **Conflict:** In the event of a conflict between the contract documents, including these Contract Terms and Conditions, the final executed contract documents shall control.
2. **Alien employment:** Consultant certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.
3. **Anti-Discrimination:** The Consultant certifies to the CSB 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).

The following provisions apply to all contracts over \$10,000:

1. During the performance of this contract, the Consultant agrees as follows:
 - a. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, service disabled veterans 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 Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant 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 these requirements.
2. The Consultant will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
4. **Assignment of Contract:** A contract shall not be assignable by the Consultant in whole or in part without the written consent of the CSB.
5. **Availability of Funds:** A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The CSB's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.

6. **Changes and Additions:** It shall be the responsibility of the Consultant to notify the CSB, in writing, of any necessary modifications or additions in the Scope of the contract. Compensation for changes or additions in the Scope of the contract will be negotiated and approved by the CSB, in writing.
It is understood and agreed to by both the CSB and the Consultant that such modifications or additions to the contract shall be made only by the full execution of the CSB's standard Contract change order form. Furthermore, it is understood and agreed by both parties that any work done by the Consultant on such modification or addition to the contract prior to the CSB's execution of its standard Contract change order form shall be at the total risk of the Consultant and said work may not be compensated by the CSB.
7. **Conflicts of Interests:** The Consultant shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring, or effecting insurance on behalf of the CSB. The CSB may not procure supplies, equipment, materials or other goods from a Consultant on the same project.
8. **Consultant's Failure to Perform:** Failure of the Consultant to perform the contract by reason of the CSB's non-acceptance of additional conditions submitted after the award shall result in termination of the contract by the CSB, and may result in debarment of the Consultant for a period of up to three (3) years. Termination and /or debarment of the Consultant shall not constitute a waiver by the CSB of any other rights or remedies available to the CSB by law or contract.
9. **Contractual Disputes:** Bidder, Offeror, Contractor or Consultant agree all contractual disputes will be conducted in accordance with provision §2.2-4363 of the Virginia Public Procurement Act.
10. **Copyright Protection:** Consultant agrees to defend and save the CSB, its agents, officials, and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which Consultant is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.
11. **Default:** In event of default by Consultant, the CSB reserves the right to procure the goods and/or services from other sources, and hold Consultant liable for any excess cost occasioned thereby. Such actions taken by the CSB shall not release the Consultant from additional remedies that may be allowed by law.
12. **Drug-Free Workplace:** During the performance of this contract, the Consultant agrees to (1) provide a drug-free workplace for the Consultant's employees; (2) post in conspicuous place, 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 Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitation or advertisement for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace; and (4) 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 sub-consultant 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 Consultant, 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.
13. **Entire Agreement:** This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. The contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.
14. **Exemption from Taxes:** The CSB is exempt from state sales tax and federal excise tax. A tax exemption certificate indicating the CSB's tax exempt status will be furnished by the CSB upon request.

15. **Faith-based Organizations:** The CSB does not discriminate against faith-based organizations.
16. **Governing Law:** This contract shall be made, entered into, and shall be performed in the City of Suffolk, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this the contract, the parties agree to the exclusive jurisdiction and venue of the Circuit Court of the City of Suffolk, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.
The Consultant shall not cause a delay in services because of litigation pending or during litigation proceedings, except with the express, written consent of the CSB or written instruction/order from the Court.
17. **Indemnification:** Consultant shall defend and indemnify the CSB, and the CSB's employees, agents, and volunteers, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against Consultant, its employees, agents, and volunteers, or incurred by or claimed against the CSB, the CSB's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by Consultant. This indemnification includes, but is not limited to, any financial or other loss, including, but not limited to, any adverse regulatory, agency or administrative sanction or civil penalties, incurred by the CSB due to the negligent, fraudulent or criminal acts of Consultant or any of the Consultant's officers, shareholders, employees, agents, consultants, sub-consultants, or any other person or entity acting on behalf of Consultant. Unless otherwise provided by law, the Consultant indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for Consultant under workers' compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.
18. **Independent Contractor:** The Consultant and any employees, agents, or other persons or entities acting on behalf of the Consultant shall act in an independent capacity and not as officers, employees, or agents of the CSB.
19. **Insurance:** Consultant shall procure, maintain, and provide proof of insurance coverage for injuries to persons and property damage as may arise from or in conjunction with the work performed on behalf of the CSB by the Consultant, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall consist of all policies, endorsements, declaration pages, and certificates of insurance and shall be submitted fifteen (15) days prior to the commencement of work, and such coverage shall be maintained by the Consultant for the duration of the contract period; for occurrence policies. Claims made policies must extend reporting period for two (2) years after expiration date.
- a. **General Liability**
Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.
Minimum Limits
\$2,000,000 General Aggregate Limit
\$2,000,000 Products & Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$ 50,000 Fire Damage Limit
\$ 5,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Consultant, his agents, representatives, employees or subcontractors.

Minimum Limits

\$1,000,000 Combined Single Limit

\$ 5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia.

Employers Liability, \$100,000/\$500,000/\$100,000

d. Umbrella/Excess Liability

\$2,000,000 umbrella/excess liability coverage

e. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The CSB, its officers, officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The Consultant's insurance shall be primary over any applicable insurance or self-insurance maintained by the CSB.
4. Shall provide 30 days' written notice to the CSB before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the Consultant shall be subject to all of the requirements stated herein.
6. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the CSB, its officers/officials, agents, employees and volunteers.
7. The insurer shall agree to waive all rights of subrogation against the CSB, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
8. The Consultant shall furnish the CSB certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
9. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from CSB's Risk Officer.

All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

20. **Invoicing/Payment and Interest:** Prior to payment the Consultant shall provide their federal employer identification number. Payment to the Consultant shall be made not more than thirty (30) days after goods or services are received; or not more the thirty (30) days after the invoice is rendered, whichever is later.

Unless otherwise provided under the terms of this contract, interest for late payment shall not exceed one percent (1%) per month.

The Consultant shall submit invoices on a frequency to be determined, as agreed upon by the CSB, for each payment requested. Such statement shall also include a detailed breakdown of all charges.

All such invoices will be paid promptly unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Consultant shall provide complete cooperation during any such investigation.

21. **Laws, Regulations:** Consultant shall keep fully informed of all federal, state, and local laws, ordinances and regulations that in any manner affect the conduct of the work. Consultant shall at all times observe and comply with all such laws, ordinances and regulations.
22. **Ownership of Documents:** Any data generated, reports, specifications, blueprints, negatives or other documents prepared by the Consultant in the performance of its obligations under the resulting contract shall be the exclusive property of Western Tidewater Community Services Board, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this contract. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Consultant's obligations under the resulting contract without the prior written consent of Western Tidewater Community Services Board. Documents and materials developed by the Consultant under the resulting contract shall be the property of Western Tidewater Community Services Board; however, the Consultant may retain file copies, which cannot be used without prior written consent of the CSB. The CSB agrees that the Consultant shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Consultant is not the firm of record.
23. **Payments to Subcontractors:** Within seven (7) days after receipt of amounts paid by the CSB for work performed by a subcontractor under this contract, the Consultant shall either:
 - a. Pay the Subcontractor for the proportionate share of the total payment received from the CSB attributable to the work performed by the Subcontractor under this contract; or
 - b. Notify the CSB and Subcontractor, in writing, of his intention to withhold all or a part of the Subcontractor's payment and the reason for non- payment.

The Consultant shall pay interest to the Subcontractor on all amounts owed that remain unpaid beyond the seven-day period except for amounts withheld as allowed in item b. above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

The Consultant shall include in each of its subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Consultant's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the CSB.
24. **Records and Inspection:** The Consultant shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies, procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Consultant's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the CSB and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Consultant by the CSB. The CSB shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the CSB to the Consultant pursuant to this contract or any renewal or extension of this contract. The CSB's employees, agents or authorized representatives shall have access to the Consultant's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits. All records and information generated under the contract shall be property of the CSB, whether retained by the CSB or the Consultant. The Consultant shall not make any other use of this information, except to provide service to the CSB under the contract, unless specifically authorized by the City in writing.
25. **Responsibility of Consultant:** The Consultant shall, without additional costs or fee to the CSB, correct or revise any errors or deficiencies in his performance. Neither the CSB's review, approval

or acceptance of, nor payment for any of the services required under this Contract shall be deemed a waiver of rights by the CSB, and the Consultant shall remain liable to the CSB for all costs which are incurred by the CSB as a result of the Consultant's negligent performance of any of the services furnished under the contract

26. **Rights and Remedies Not Waived:** In no event, shall the making by the CSB of any payment to the Consultant, or the waiver by the CSB of any provision under this contract, including any obligation of the Consultant, constitute or be construed as a waiver by the CSB of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Consultant, and the making of any such payment by the CSB while any such breach or default exists shall not impair or prejudice any right or remedies available to the CSB.
27. **Safety:** All Consultants and sub-contractors performing services for the CSB are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Consultants and sub-consultants shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
28. **Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the CSB. The CSB shall not be required to pay any of the Consultant's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the CSB. If the CSB delays a task order for any reason for a continuous period of ninety (90) days or more, the CSB and Consultant will negotiate a mutually agreeable adjustment to the Consultant's fee.
29. **Severability:** If any provision of the contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of the contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of the contract shall be valid and enforced to the full extent permitted by law.
30. **Termination for Cause:** In the event that the Consultant shall for any reason or through any cause be in default of the terms of this contract, the CSB may give Consultant written notice of such default by certified mail/return receipt requested at the address set forth in Consultant's Proposal/ or as provided in this contract.
Unless otherwise provided, Consultant shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Consultant to cure the default, the CSB may immediately cancel and terminate this contract as of the mailing date of the default notice.
Upon termination, Consultant shall withdraw its personnel and equipment, cease performance of any further work under the contract, and turn over to the CSB any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this contract may be immediately cancelled and terminated by the CSB and provisions herein with respect to opportunity to cure default shall not be applicable.
31. **Termination for Convenience:** The CSB may, at any time and for any reason, terminate this contract by written notice to the Consultant specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.
Notice shall be given to Consultant by certified mail/return receipt requested at the address set forth in Consultant's Proposal or as provided in this contract. In the event of such termination, the Consultant shall be paid such amount as shall compensate the Consultant for the work satisfactorily completed, and accepted by the CSB, at the time of termination. If the CSB terminates the Consultant, Consultant shall withdraw its personnel and equipment, cease performance of any further work, and turn over to the CSB any work completed or in process for which payment has been made.

32. **COVID-19 Procedures:** All Consultants and sub-contractors performing services for the CSB are required and shall comply with all policies and procedures for COVID-19 from the Occupational Safety and Health Administration (OSHA), Virginia Department of Health (VDH) and Center for Disease Control (CDC) and all other City and State rules and regulations. Consultant's employees who are known or suspected to be infected with SARS- CoV-2 virus shall not report to or remain at the worksite until cleared to return to work. Consultant shall report if an employee who is positive for COVID-19 has been at the worksite to the Department in which they are working for immediately. Consultant shall keep confidential the identity of the known to be infected with SARS-CoV-2 virus in accordance with the requirements of the Americans, with Disabilities Act (ADA) HIPAA, and other applicable federal and Virginia laws and regulations.

SIGNATURE SHEET

(Submit with Proposal)

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950, as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to Western Tidewater Community Services Board and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to Western Tidewater Community services Board, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with Western Tidewater Community Services Board.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm: _____

Address: _____

Federal ID No.: _____ **Telephone No.** _____ **Fax No.** _____

Name (type/print): _____ **Title:** _____

Email address : _____

Signature: _____

PROPRIETARY/CONFIDENTIAL INFORMATION
IDENTIFICATION RFP #21129-JS

Name of Firm/Offeror: _____

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

EXCEPTIONS TO RFP

(RFP Compensation_Study_01.2025)

EXCEPTIONS:

Provider must sign the appropriate statement below, as applicable:

- () Provider understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: _____

Date: _____

- () Provider takes exception to terms, conditions, requirements, or specifications stated herein (Provider must itemize all exceptions below, and return with their proposal):

Exceptions: _____

Providers should note that exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed "non-responsive", risking the rejection of their submittal.

ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

ANTICOLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS BID, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN THE RESTRAINT OF FREE, COMPETITIVE BIDDING IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-

9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, THE CITY OF SUFFOLK HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID.

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONSULTANT AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE CONSULTANT'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 CONSULTANT'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 CONSULTANT THAT THE CONSULTANT MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONSULTANT OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A CONSULTANT IN ACCORDANCE WITH THIS CHAPTER, 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.

NONDISCRIMINATION CLAUSE:

1. EMPLOYMENT DISCRIMINATION BY BIDDER SHALL BE PROHIBITED.
2. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER SHALL AGREE AS FOLLOWS:
 - A. THE BIDDER, 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/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE BIDDER. THE BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - B. THE BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE BIDDER, WILL STATE THAT SUCH BIDDER 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. BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONSULTANT OR VENDOR.

Name and Address of Bidder:	Date:
	By:
	Signature In Ink
	Printed Name
Telephone Number: (
	Title
) Fax Phone Number: (

FIN/SSN#:

Is your firm a "minority" business? ☐ Yes ☐ No

If yes, please indicate the "minority" classification below:

☐ African American ☐ Hispanic American ☐ American Indian ☐ Eskimo ☐ Asian American ☐ Aleut

☐ Other; Please Explain: _____

Is your firm Woman Owned? ☐ Yes ☐ No

Is your firm a Small Business? ☐ Yes ☐ No

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID,
FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF
YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2 an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder 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 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures establish to implement this section is granted by the City Manager, as applicable.

If this quote for goods or services is accepted by Western Tidewater Community Services Board, located in the Cities of Franklin and Suffolk, and the counties of Southampton and Isle of Wight, Virginia) the undersigned agrees that the requirements of the Code of Virginia Section §2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's identification Number issued to it by the SCC is _____.

C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/Bidder

Date

Authorized Signature

Western Tidewater Community Services Board Compensation and Classification Policy

5.1 FAIR LABOR STANDARDS ACT

It is the policy of Western Tidewater Community Services Board to comply with the Fair Labor Standards Act (FLSA) of 1938, as amended (revised March 2004) which governs minimum wage, overtime pay, and record keeping requirements. In order to ensure compliance, the Board specifies in the initial offer letter of employment an employee's status (i.e., exempt or non-exempt) according to the FLSA requirements. A non-exempt employee is one who is in a position which is subject to the provisions of the FLSA, and thus must be paid at the rate of one and one-half of the employee's regular hourly rate of pay for all hours worked over 40 in any one standard workweek (or 80 hours in a two-week pay period) rather than in the form of overtime pay or overtime leave. Overtime leave in lieu of overtime pay must be agreed to in advance by the applicable employee as evidenced by a signed letter to this effect in the employee's official personnel file. An exempt employee is one who is not subject to the overtime provisions of the FLSA. Supervisors, in conjunction with the Human Resources Office, are responsible for monitoring the work schedules of respective employees to make sure that employees are working in compliance with FLSA provisions. Timesheets are used to record and verify hours worked.

5.2 EMPLOYMENT STATUS

Western Tidewater Community Services Board has six general types of employment status: full- time salaried, part-time salaried, regular hourly, temporary hourly, grant contract or part-time basis.

521 Full-time salaried, part-time salaried and regular hourly are considered to be part of Western Tidewater Community Services Board's overall staffing pattern. Full and part- time salaried employees are compensated on a fixed amount paid in semi-monthly installments. Regular hourly employees are compensated based on an hourly rate and paid semi-monthly based on actual hours worked. A total benefits package is granted to regular full-time employees. Part-time salaried employees must work 20 or more hours per week in order to be eligible to receive, proportionately, pro-rated health care benefits and pro-rated leave benefits.

522 PRN and Temporary hourly employees are compensated based on an hourly rate. Temporary employees are hired for the following reasons:

- A. To deal with out of the ordinary work demands.
- B. To take advantage of time-limited funds.
- C. To fill jobs temporarily vacated by Board staff (for example, to fill in for employees on maternity leave or on extended leave).
- D. To meet other organizational needs.

For temporary employees, only workers' compensation is available, when appropriate. No other benefits are granted nor are leave credits earned.

For PRN hires the following procedures and considerations shall apply:

1. PRN contract workers conduct prescribed services on an "as needed" basis and at the direction of and under the supervision of management and within the strict limits of the terms of their Memorandum of Agreement or Contract or as expressly approved by the Executive Director.

2. PRN contract workers may not have founded Human Rights Complaints, Barrier Crimes or similar restrictions to employment or use in public behavioral healthcare services and must qualify as QMHP/QMRP or other certified or licensed agents to provide direct care as warranted by Licensure and other applicable regulatory bodies in order to ensure reimbursement maximization to the extent practicable.
3. As contracted workers of the WTCSB community services board PRN staff are required to adhere to all WTCSB Policies and Procedures, applicable local, state and federal laws and those the Regulations of the DMAS, DOH, DMHMRSAS and other governing bodies and auditing authorities that interface with WTCSB.
4. PRN contract workers enjoy only those protections, benefits, and privileges expressed directly within the Memorandum of Agreement and the terms of their usage, except as expressly defined by the
5. Executive Director.
6. PRN contract workers do not enjoy or have access to the same benefits and privileges of regular salaried WTCSB employees except as expressly authorized by the Executive Director.
7. PRN contract workers must have all the necessary training, tools, skills, knowledge and abilities required to fulfill the duties and responsibilities of their work as required by the WTCSB community services board and applicable laws and regulations of the state and federal government. PRN contract workers must be fully prepared to assume the duties and responsibilities of the work for which they have been contracted with minimum orientation and training, unless otherwise defined and authorized by the Executive Director. The Board may require ancillary training above the core
8. PRN contract workers have no authority to direct employee conduct or direct customer care except as expressly permitted by the terms of their contract or by the Executive Director.
9. PRN contract workers may not be authorized use of agency vehicles, phones, computers or laptops or another agency property unless expressly approved by their contract or the Executive Director.
10. PRN contract workers may not be authorized possession of copies of door, room or file cabinet entry keys or in any other form have unsupervised access to resources and properties unless expressly authorized by the terms of their contract or the Executive Director.
11. PRN contract workers may not be authorized unsupervised access to the WTCSB MIS system, including email access, internet ad consumer data base, unless expressly approved by the terms of their contract or the Executive Director.
12. PRN contract workers may not be authorized access to PHI, customer data, consumer medical records or any other materials of the Board or its agents and customers unless specific to recording and documenting their activities with clients (Progress Notes; Patient Log) or accounting properly for their time (Time Sheets) unless specified by the terms of their contract or so authorized by the Executive Director.
13. PRN contract workers not actively engaged in the commission of duties and responsibilities for which they are paid and under contract to perform, are considered not actively employed and therefore are regarded as public sector individuals restricted from agency grounds, properties and events except as otherwise noted. As such, they may participate in activities deemed open to the general public, but may not be authorized to attend employee events, meetings or activities, nor participate in agency functions or business without the expressed permission of the Executive Director. When not in paid status PRN contract workers are prohibited from agency restricted areas, domains, and all events, activities, functions and Board properties not open to the public-at-large.
14. If a current employee, with an active personnel file, is in good standing (no active group offenses) and is already providing a comparable services with same KSAs (knowledge, skills and abilities) the need to interview is waived for same or lesser grade PRN contract employment options.
15. PRN contract employment is contingent on satisfactory job standing; a Group Offense will automatically result in termination of the PRN Contract Memorandum of Agreement. A Group I Offense may be permitted if expressly approved by the Executive Director due to staffing shortage concerns. No PRN MOA will be authorized or continued that libels the agency in any manner or is in direct conflict with the

interests of the Board or its agents and affiliates.

523 Grant employees are employed on either a full-time or part-time basis funded by sources identified as finite. Continuation of the grant-funded position depends upon available fiscal resources. Grant positions may be externally recruited but do not have to be re-advertised in the event of the grant being extended or becoming a regular position. Benefits earned by grant employees are the same afforded the regular full-time or part-time staff.

524 Independent Contractors (Vendors). In addition to the above types of workers, Western Tidewater Community Services Board may hire individuals on a contract basis. Workers with independent contract (vendor) status are compensated in accordance with the

individual's work contract agreement. Restrictions to Board access are identical to those listed under PRN/Temporary Employees in section 5.2.2. No taxes are removed from payment and no benefits provided. Generally, independent contractors (vendors) are hired through the use of a purchase order or contract process. Examples of independent contractors utilized by community services boards are private psychologists or psychiatrists, carpenters, attorneys and janitors. Internal Revenue Service (IRS) regulations will be consulted for proper reporting.

Whether an individual qualifies as an independent contractor (vendor) is closely examined by federal and state tax authorities. The individual is an independent contractor (vendor) if:

- The individual does not spend most or all of his time working for one employer.
- The individual makes his services available to other employers.
- The employer controls only what is to be done, not how it is done.

Alternatively, the individual is an employee if: (abbreviated list)

- The employer controls and directs the individual's performance.
- The employer has the right to discharge the individual.
- The employer furnishes equipment and office space where the individual regularly works.
- The individual works only for one employer, whether on a part-time, full-time or temporary basis.

Any individual who works regularly for Western Tidewater Community Services Board whether permanently or temporarily, must be put on the agency's payroll in order that the agency pay Federal Insurance Compensation Act (FICA), federal, state and local taxes. Additionally, employees are covered by EEO, salary and benefit laws. Determination of employee or independent contractor status is made by the Human Resources Director and the Director of Finance. Final approval is made by the Executive Director, who helps ensure that the hiring agreement clearly addresses the issue of independent contractor or employee classification.

525 10 ½ Month School Based Employees. Positions for this employment status must be qualified as such by the Executive Director. These positions are exclusively school based and follow the modifications to procedures as specified below.

- A. The 10 ½ month School Based employees' salary will be based on 10 ½ months (ie. August 16-June 30) and pro-rated for payment over 12 months.
- B. Employee probationary period will be 12 calendar months. (See sections 3.5 "Employment Probationary Period.")

- C. In the event of a transfer, promotion, or demotion, the 10 ½ month salary will be adjusted to a 12 month salary. (See section 4.1 “Employment Changes: Transfer, Promotion, Demotion, and Termination”).
- D. The 10 ½ month employee work day be based on the hours of operation for their home school in addition to time required for meetings, paperwork and planning.
Employees will follow the school calendar in regards to work days and holidays. Staff will be expected to work in the school or office on teacher work days and in-service days unless on leave.
Employees work schedules are subject to modification based on training, student needs, or program manager. (See section 5.7 “Work Hours, Timesheets and Overtime”)
- E. School based employees are FLSA exempt and are based in the school in which they are assigned. A Western Tidewater Community Services Board timesheet is required to be submitted for each pay period throughout the 12 months in order to initiate pay. All categories of leave must be recorded on the WTCSB timesheet including all time taken (i.e.; closings, late openings, and early releases) in order to properly account for all time. All timesheets must be submitted on a timely basis and in accordance with agency guidelines. If employed in another employment status (i.e.; PRN/hourly), staff must submit a separate timesheet for payment of these hours. (See section 5.7 “Work Hours, Timesheets and Overtime”)
- F. The Performance Evaluation cycle for 10½ month employees will be August 16th through June 30th unless otherwise noted.
The “Results Expected/ Performance Standards” will be completed and signed by the employee at the beginning of each 10½ month contract (during the first week).
The evaluation stage will be completed the last week of each 10½ month contract. (See section 6.1 “Performance Planning and Evaluation.”)
- G. Employees will follow the inclement weather closings of the schools they work in. If the employee’s home school is closed due to weather, but Western Tidewater Community Services Board is open, the employee will not be required to work. If Western Tidewater Community Services Board closes due to weather or other authorized closings but the employees home school remains open, the employee will be required to work.
Employees will follow the late opening schedule or early release schedule for their home schools due to weather. (See section 7.9 “Inclement Weather and Natural Disaster”).
- H. Employees will follow the holiday schedule of the school district in which they are placed. Employees will be on vacation the same time as the schools. They will work on Western Tidewater Community Services Board holidays if school is in session.

If employees were to be placed in a different school district, they would work the school schedule for that particular district. (See section 6.5 “Holiday”).
- I. Full-time (Salaried) staff who convert to a 10½ Month School Based status will be paid out their existing Annual Leave when the 10½ Month School Based status goes into effect.

If a 10½ month employee accepts a new position with the agency that is a Full-time (Salaried) position, they will accrue Annual Leave at the current Western Tidewater Community Services Board approved rate based on their years of service.

Annual Leave

Annual Leave Accrual Rates, Accumulation Limits, and Conversion options (if any) are identified on the approved WTCSB Leave Table (See section 9.1 “Annual Leave”).)

- J. 10½ month employees will accrue Sick Leave at a rate in accordance with the approved WTCSB Leave Table; 10½ month staff are eligible for the Sick Leave Bank Policy. (See section 9.2 WTCSB Leave Table/“Sick Leave” and section 9.10, “Sick Leave Bank Policy”).)

5.3 NEW EMPLOYMENT OR CHANGE IN JOB POSITION

Western Tidewater Community Services Board will provide each new employee with a written statement, in the form of a letter regarding salary, benefits, conditions of employment, and other relevant human resources policies. This letter will be provided to new employees prior to actual starting date of employment. Attached to the letter of employment will be a position description. Both documents must be signed by the employee indicating that he/ she understands and accepts the position and conditions of employment as outlined in the letter and position description. This letter will be kept on file in each employee's human resources file in the Western Tidewater Community Services Board Human Resources Office.

It is the responsibility of the Human Resources Director for the enrollment of new employees on the Western Tidewater Community Services Board’s payroll. These arrangements should take place on the new employee's first working day.

When a position is re-classified or an employee is promoted, demoted or transferred he/ she will be furnished with a new letter of employment, citing specifics relative to his/ her changed status.

5.4 CLASSIFICATION OF POSITIONS POLICIES AND PROCEDURES

Western Tidewater Community Services Board utilizes an "open range" salary plan. The classification of jobs within this plan reflects internal consistency, external competitiveness and market place factors, and budgetary considerations.

It is the policy of Western Tidewater Community Services Board to comply with the Fair Labor Standards Act (FLSA) of 1938, as amended (revised March 2004) which governs minimum wage, overtime pay, and record keeping requirements.

Employee compensation corresponds to the pay grade to which the employee's position is allocated or classified and to performance, as well as qualifications upon initial hire.

5.4.1 Position Description

A position description is created for each position, describing the priority tasks and typical work associated with the position, as well as related knowledge, skills and compensable factors. This position description also provides the basis for future recruitment and selection. The principal document in the evaluating of positions

is the position description, which is prepared through a collaborative process to include the employee, supervisor, and reviewers.

Position descriptions are required for each position within Western Tidewater Community Services Board. As such, position descriptions delineate the work of classified jobs. More specifically, each position description includes the following:

- A. name
- B. date
- C. position title
- D. budget number
- E. working title
- F. title & budget # of immediate supervisor
- G. FLSA status
- H. location
- I. chief objective of position
- J. essential functions (tasks and duties)
- K. supervisory advice and guidance
- L. contacts (if applicable)
- M. major service or product employee expects of position
- N. employees under incumbent's direct supervision
- O. entry level qualifications
- P. signature lines

Position descriptions are to be reviewed for potential changes during the employee's annual performance appraisal, in conjunction with proposed position re-classification, and in filling position vacancies. Recommended changes are to be proposed in accordance with the procedures described in the "Recruitment & Selection" (Chapter 3), "Classification & Compensation," (Chapter 5) and "Employee Performance Evaluation, "(Chapter 6 and ADDENDUM "B", "Guidelines for Employee Performance Planning and Evaluation") of this manual. For an example of a completed position description, see ADDENDUM "C" ("Guidelines for Writing the "Position Description" and ADMINPERS #04, "Position Description" form). The Human Resources Director and the Disability/ Division Director and responsible for ensuring position descriptions remain accurate and current.

542 Responsibility for Managing Classification Plan

The Executive Director, as Chief Human Resources Officer, has the responsibility for review and approval of classification actions. The day-to-day classification and compensation activities are delegated to the Human Resources Director. The Human Resources, Disability/ Division Directors and supervisors are responsible for assuring that position descriptions remain accurate and current.

543 Classification Procedures

When changes occur in the nature of a position because of organizational changes, fiscal changes, changes in incumbency, vacancies, changes in work standards, and other factors, the position is analyzed to examine its content and to determine any necessary changes in classification and compensation. Likewise, when an expansion of services requires the establishment of a new position, the requirements of the new position are

analyzed to determine classification and compensation. The following job evaluation factors are used in analyzing the classification and compensation of the position:

- Knowledge, Skills, and Abilities
- Level of Authority
- Job complexity
- Education/Experience including Knowledge, Skills and Abilities
- Scope and impact
- Supervision received and provided
- Working relationships
- Working environment
- Physical demands

544 Initiating Position Reviews

The position review process begins when the Disability/ Division Director contacts the Human Resources Director and notifies him/ her that certain changes in the work unit have occurred that require a review of the position's classification level.

Examples of such changes include:

- A. Additional essential functions assigned to a position which are related to new requirements and responsibilities of the respective work unit. Including,
- B.
 - 1. Changes in the complexity of the program or unit and the difficulty and originality involved in performing the work.
 - 2. Changes in knowledge - the depth and importance of knowledge necessary to perform the work. The application of concepts, principles, and practices from professional disciplines is considered, as is the amount of work experience normally required to perform the duties of the position. The extent to which the knowledge of organizational and regulatory policies and procedures is required may also be taken into account.
 - 3. Changes in authority and independence to act and make discretionary decisions, as well as changes in the scope and impact of actions and decisions - the scope or impact that an individual exercises at varying levels within and across the organization. Impact relates to how influential the position is within the organization based on the decisions and recommendations rendered.
 - 4. Changes in the type or amount of resources managed
 - 5. Changes in the level of analytical skill required. Changes in the consequence of error - the severity and scope of the impact of errors made in the course of work. Changes in supervisory responsibility - types of positions supervised Changes in technical expertise - technical expertise required.
- C. The addition of newly established positions or the removal or reduction of staff assigned..
- D. A redistribution of essential functions of a work unit among its positions.

- E. The integration of new technology resulting in altering the way in which essential functions/ responsibilities are performed.

545 Conducting a Position Audit Review

When determined to be in the best interest of the agency or services program the Executive Director may direct a Position Audit Review. The purpose of the position audit review is to clarify the job content of a position and its relationship to other positions in the work unit. The audit provides the opportunity to explain the delineation of work and the relative importance of

the essential functions of the positions. If through the audit review process, the position is deemed to be inappropriately classified, a reallocation can take place.

The responsibility for conducting a job audit is delegated to the Human Resources Director or their designee after being authorized by the Executive Director. The Human Resources Director shall conduct or direct a job audit on the basis of information gained from the job descriptions, organizational charts, job analysis, position questionnaire, job site interviews, classification/ compensation survey methodology, and any other documentation provided by the Disability/ Division Director. The Human Resources Director submits a written job audit with recommendation(s) to the Executive Director. The Executive Director reviews the position request and supporting documentation and determines approval, disapproval, or modification of the request. Following the Executive Director's action, the Human Resources Director notifies the Disability/ Division Director, supervisor, and the incumbent of the position title and salary grade that have been approved for the incumbent. This must include providing the parties with a current position description.

546 Reallocation

It is the policy of Western Tidewater Community Services Board to recognize changes in an employee's job duties and responsibilities and to adjust the compensation of an employee when job duties have increased or decreased to an extent that reallocation to a more appropriate classification level or grade is justified. Behavioral healthcare is an extremely dynamic industry with frequent changes to regulation, compliance and billing requirements, necessitating routine and regular re-evaluation and re-allocation of positions and their inherent duties, responsibilities and authority in order to maximize finances, compliance assurance and customer care. Reallocation is defined as the reassignment of a position from one classification to a different classification to correct an error in initial allocation or to recognize a significant change in the duties and responsibilities assigned to a position.

A. Criteria to be Met for Position Reallocation

When the duties and responsibilities of a job have significantly increased or decreased as a result of a gradual or sudden change, the criteria below are used to determine whether the job changes fall within the guidelines for reallocation. Reallocation criteria are met when there is reasonable expectation that the increase or decrease in duties and responsibilities is enduring and one of the following conditions applies:

<The old and new classifications are in the same occupational group (occupational group is defined as one or more class series which are similar in nature of work or vocational

- characteristics) such as Clinical, Support, Finance, HR or QA/UR;
<The old and new classes are no greater than two salary grades apart, irrespective of category;
or
<The reallocation is to one of the next two higher level grades.

B. 1. Upward Reallocation

- a When a position is reallocated to a higher classification level, the employee's base compensation shall be increased in accordance with the salary action corresponding with promotion (See Section 4.1.2.)
- b If the employee is still below the minimum of the new classification grade level, the employee's compensation shall be raised (entry or higher).

2. Downward Reallocation

When a position is reallocated to a classification in a lower salary grade and the employee's base compensation shall be decreased in accordance with the salary action corresponding to downward reallocation or demotion (See Section 4.1.2.)

3. Lateral Reallocation

When a position is reallocated to another classification in the same compensation level or grade, the employee shall receive no change in salary.

C. Performance Standards

- 1. Performance standards for any employee who is reallocated will be reviewed to ensure that they reflect the current duties and responsibilities of the position.
- 2. Standards will be revised by the supervisor if they are no longer appropriate.

54.7 Administrative Class Changes

If the job class assignment of a position is changed as the result of a classification study (i.e.: a Classification Review) rather than as a result of a significant change in the duties assigned to a position and the relationship between classifications under the new grade structure have not changed, the compensation of the incumbent shall not change, except to bring the incumbent's salary to the minimum of the new salary grade; however, if the relationship between the classifications have changed with regard to grade, a class regrade has occurred. (See Section 5.4.9, "Class Regrade".)

If the incumbent's salary is greater than the maximum salary of the salary grade of the new class, it shall be frozen until such time as the maximum salary of the salary grade exceeds the employee's salary.

54.8 Position Establishment and Abolishment

Positions are established based on client service and organizational needs. Position establishment requires a complete analysis of the job to be performed so that the position can be classified within the graded classification system. The newly established position must be posted and/ or advertised.

The pay of employees selected for a new position will be determined by the "Promotion" Policy (Section 4.1.2) or "Demotion: Voluntary, Disciplinary, Layoff" Policy (Section 4.1.3) as appropriate. Pay of persons hired from outside Western Tidewater Community Services Board will be determined by the "Starting Salary" Policy (Section 3.3.6).

Position abolishment occurs as result of client services and organizational needs. An incumbent of an abolished position may apply for any posted and/ or advertised new position. If not selected to fill a new position, the incumbent may be treated according to the layoff policy (demotion in lieu of layoff), depending on benefit to the agency and programmatic need..

An abolishment or establishment request must be verified, reviewed, and authorized by the Western Tidewater Community Services Board Executive Director.

54.9 Class Regrade

A class regrade is the change in the salary grade assignment of a specific job class. This change is the result of the need to establish equity with comparable jobs in the labor market and/ or internal equity between job classes within Western Tidewater Community Services Board system.

The degree of change in a class's salary grade assignment is determined by the competitive position of the current salary grade and the financial resources of Western Tidewater Community Services Board. The degree of change in employee compensation as a result of a class regrade is determined by the Executive Director or the Board, based on the compensation needs of Western Tidewater Community Services Board, available funding, and the ability to treat all employees of such a class equitably. Employees cannot be paid at a rate of pay below the minimum step of their assigned salary grade.

54.10 The Maintenance and Review of the Classification System

When new position descriptions are prepared, signatures of reviewers are secured and a copy provided or available to the employee. The original position description should be placed in the employee's human resources file. The maintenance and continuous review of the classification plan ensures that significant changes, which may occur in the duties and responsibilities of positions over a period of time are recognized and, when necessary, appropriate allocation changes are sought.

The continuous review is an on-going process whereby the Human Resources Director reviews the position descriptions on average every two years. Changes need to be reported to the Human Resource Director by the Disability/ Division Director. This review shall be documented, in writing, to the Executive Director by the Human Resources Director.

The following actions may occur as a result of this continuous review of position descriptions:

A. If there has been no substantial change in the duties and responsibilities, file the position description

and related documentation in WTCSB's position files.

- B. If there has been a substantial change in duties and the current position description no longer provides an accurate picture of the position's duties, but the old class title is still appropriate, a new position description is prepared for appropriate dissemination.
- C. If a gradual and substantial change in duties and responsibilities has occurred and the old classification is no longer appropriate, submit to the Human Resource Office a request for reallocation, as well as the position description.
- D. When a position is vacant and is no longer needed, abolish the position by submitting a memorandum to the Human Resource Office for final action.

54.11 Compensation Surveys

The Executive Director recommends and authorizes class regrades, structure adjustments, the compensation of WTCSB employees, and other compensation adjustment. Such recommendations may be subject to the approval of WTCSB's Board of Directors, upon recommendation of the Executive Director. To ensure consistent survey methodology and to limit to a reasonable level the exchange of salary data between Western Tidewater Community Services Board and the labor market:

- A. Compensation surveys to support structure adjustments shall be conducted only by the Human Resources Director, as authorized by the Executive Director.
- B. Compensation surveys to support class regrade recommendations shall be conducted by the Human Resources Director.

54.12 Updating Salary Ranges

The salary ranges should be reviewed periodically to determine the amount of adjustment needed, if any, to keep them current. Adjustments should be based on the results of a compensation survey, including use of comparable organizations and analytical procedures.

Under an "open range" plan, any future range adjustments would not automatically translate into a salary adjustment for employees. The importance of the range adjustment is to ensure Western Tidewater Community Services Board range structure stays competitive with the market and may apply to all job categories or to a specific class or specialty area.

54.13 Contracting for Compensation Surveys

The contracting with external organizations, consulting firms, or individuals for the purpose of conducting compensation surveys requires the written approval of Western Tidewater Community Services Board of Directors and shall be permitted only in the absence of recent and relevant compensation data as determined by the Executive Director.

5.5 OVERVIEW AND ADMINISTRATION OF WTCSB PAY PLAN

55.1 Relocation Financial Assistance

It is the general policy of Western Tidewater Community Services Board not to provide any relocation assistance to newly hired employees. However, under certain circumstances such as a particular applicant or new hire possessing specialized credentials or experience, the Executive Director, at his/ her discretion, may provide relocation financial assistance. The amount of this assistance will be negotiated on an individual basis by the Executive Director.

55.2 Cost-of-Living Increases

Cost-of-living adjustments to salary ranges are determined by the Board, and are not based upon the employee's performance.

55.3 Merit Increases

Salary increases may be granted for meritorious performance. These increases must be recommended by the Program Director and approved by the Executive Director. Merit increase (if awarded) will coincide with the employee's annual evaluation and will be based on the availability of funds as authorized within the Board's annual operating budget.

55.4 Funding Approval

Salary increases are contingent each year upon state and local budget appropriations and WTCSB's budget actions. The Board retains the sole authority to adjust the pay plan.

55.5 Increased Job Responsibilities

In those instances where an employee's position absorbs additional responsibilities without justifying a grade reallocation, the Executive Director may authorize up to a 10% increase per each set of unique, newly assigned duties.

5.6 CLINICAL LICENSURE INCENTIVES

Master's degreed clinicians who become licensed as a clinical social worker, professional counselor or psychologist while employed at Western Tidewater Community Services Board may be offered incentives for doing so. Benefits to the Board may include increased reimbursement for services and enhanced professionalism, important when marketing to Health Maintenance Organizations (HMOs) and consumers. A separate agreement is necessary for approval by the Executive Director. Terms typical consistent with such agreements are as follows:

- A. Western Tidewater Community Services Board may provide the required supervision toward licensure from the Board's staff resources during the employee's work hours, when available and practicable.
- B. Any required supervision which is not available within the Board may be approved by the Executive Director to be provided by outside resources during the employee's work hours at their own expense unless approved by the Executive Director.

- C. Staff training/professional development allowance as permitted under signed agreement with the executive Director may be utilized to reimburse for academic classes, workshops and study material which are required, as well as the examination, application and license renewal fees. To be eligible for reimbursement, the employee must have obtained approval in advance on the training request form, and must provide documentation of successful completion of courses, of successfully passing the examination, and of receipt of license and renewal.
- D. Educational leave may be granted for taking the examination. Course work and preparation for the exam must be pursued on the employee's time unless approved by the Executive Director.
- E. Staff may be incentivized toward the obtaining of their license (i.e. LPC, LCSW) with an increase to their base salary of up to five thousand dollars (\$5,000.00), depending on resources and the credentials utility to the agency and current position. Costs associated with testing and license renewal fees may also be reimbursed.

Direct line supervisors are responsible for encouraging and monitoring staff in their steps toward licensure. They will notify Quality Assurance or Human Resources Division immediately in the event they cannot provide the license supervision required so this can be obtained from another qualified licensed Western Tidewater Community Services Board clinician, when possible.

Staff supported toward licensure under a Clinical Licensure Reimbursement Agreement are expected to fulfill the full terms of the agreement and are subject to its enforcement to the extent allowable by agency policy and law.

5.6.1 Periodic Job Requirement Verification

Employees are required to provide documentation of professional licenses on an annual basis to the Human Resources Office.

- A. License to practice, as required by the position, such as nurses and physicians, will be provided. Continued employment is conditional upon meeting this requirement.
- B. Licensure incentive participants must provide a current copy of license to practice.

5.7 WORK HOURS, TIME SHEETS AND OVERTIME

5.7.1. Working Hours and Work Schedules

The standard workweek for Board employees is defined as the period from 12:01 a.m. Monday until midnight the following Sunday. The actual number of paid hours in a full-time salaried workweek is 40 hours. Employees work an 8 hour day (37.5 hours worked + 30-minute paid lunch break) or an 8.5 hour work day (37.5 hours worked + 30-minute paid lunch break + 30- minute non-paid lunch period). The Board provides a paid 30-minutes toward a half-hour (8 hour work day) or one-hour lunch break with the employee required to provide the additional 30- minutes (8.5 hour work day). Under no circumstances may the workday be shortened due to these breaks not being observed. No schedules may be flexed to allow leave unless staff have worked in excess of 40 hours within a given week.

For the majority of staff, the approved work schedules are Monday through Friday, from 8:00 a.m. to 4:00 p.m. or 8:30 a.m. to 4:30 p.m. (30-minute lunch) or 8:30 a.m. to 5:00 p.m. Alternative work schedules must be program specific and approved by the Executive Director or their designee. It is understood that some jobs may require more variable schedules on either a frequent or infrequent basis. Therefore, schedules are determined according to staffing requirements, and as conditions change, it may be necessary to change work schedules. (Four- day work weeks will only be for programs where adequate staffing is available to maintain coverage during normal work hours for a full work week. Four-day work schedules must be approved by the Division Director and Executive Director, annually).

Direct care staff may have more variable schedules, including evening and/ or weekend hours, dependent upon programmatic needs. Each employee's supervisor will inform him/ her regarding hours of work, days off, and other related scheduling issues. Shift differential is considered for staff working residential programs.

5.7.2 Time Reporting and FLSA

Maintenance of time records for employees is required by the FLSA and these records are subject to inspection by federal authorities as well as internal and external auditors to determine if violations have occurred. Penalties for violation of this policy are substantial. Managers and supervisors are responsible for knowing the requirements of the law and administering the time sheets and related payroll matters to protect the interest of both the employee and WTCSB.

The basic provisions of the Act require the payment of time-and-one half overtime to employees covered by the FLSA for hours worked over 40 within one workweek. The Act sets a minimum wage that must be paid to all covered employees. There are also child labor and equal pay provisions included in the Act.

Time sheets are completed by employees (regular and temporary) on a semi-monthly (Pay-roll period) basis to track and record number of hours worked and leave time used or compensatory leave earned.

Salaried time sheets (See ADDENDUM "D," "Guidelines for Time and Attendance Reporting" (To be published.)) are not considered pay documents - Salaried workers are paid on the 16th and 1st of the month for all hours worked up to that point. If a salaried worker is overpaid due to leave without pay (LWOP), the full amount overpaid will be recouped on the next pay date. These time sheets:

- < Are due according to the published payroll schedule.
- < Will reflect hours worked and leave taken.
- < Leave reflected on pay sheet is one pay period in arrears.
- < Hourly time sheets are due according to the payroll schedule.

All employees are paid twice monthly, on the first and sixteenth days of the month. When the first or sixteenth day of the month falls on a Saturday, Sunday or an observed holiday, pay day is the last workday immediately preceding those dates. When July 01 (07/01), however, falls on a Saturday or Sunday, the actual payday shall be the first Monday of July. Employees are paid by check or by direct deposit. Staff are encouraged and may be required to utilize direct deposit, which greatly improves record keeping and reduces the administrative burden.

5.7.3 FLSA Classification

All employees of Western Tidewater Community Services Board are covered by the FLSA, although some employees are exempt from its provisions depending upon the types of positions the employees occupy. For

purposes of the FLSA, each position must be designated exempt or non-exempt.

Staff members' status for overtime purposes is determined using the salary and work tests defined in the Wage Hour Law of the FLSA. The Human Resources Director is responsible for determining non-exempt (eligible for overtime) and exempt (not eligible for overtime) status. Position manager/ supervisor may be consulted as needed.

Time record keeping requirements are not as extensive for exempt employees since these employees are paid to perform certain functions, regardless of how many hours are required to gain results. The timekeeping system for exempt employees reflects this distinction. Compensatory time or adjusted work schedules may be used in lieu of overtime payments for non-exempt employees. (See Section 5.7.5, Compensatory Time Accrual.)

5.7.4 Overtime

It shall be the policy of the Western Tidewater Community Services Board to compensate *non- exempt* employees for overtime hours worked in compliance with the Fair Labor Standards Act (FLSA). The FLSA contains provisions and standards concerning minimum wages, equal pay, overtime pay, recordkeeping and child labor and is administered by the U.S. Department of Labor's Wage and Hour Division. Overtime may be permitted when required by operational necessity in order to avoid adversely affecting normal program functioning.

Non-exempt employees are defined as employees who are *eligible* for overtime compensation according to the provisions of the FLSA. *Exempt* employees are defined as employees who are *excluded* from overtime compensation according to the provisions of the FLSA.

Non-exempt employees must receive overtime pay for hours worked in excess of a 40 hours work week at a rate not less than time and one-half their regular rates of pay and twice their rate of pay for holidays. When it is practical and possible, it is WTCSB's policy to distribute overtime work equally among the employees to whom the work is assigned as a part of their regular duties. Permission to work overtime should not be granted unless it is apparent that the task cannot be completed when due by working only during regular hours; or when an employee is needed to work overtime in order to have proper coverage for program or safety needs. ***Only the Executive Director may authorize the use of overtime.*** Employees will not be compensated for unauthorized overtime hours.

5.7.5 Work Schedule Adjustments

In order to accommodate the flow of daily work and consumer demands both exempt and non- exempt employees may need to deviate from their regular work schedules, while still remaining within the 40-hour (80 hours per pay period) work requirements. Given this, supervisors may alter or adjust staff work schedules to accommodate programmatic needs on a temporary basis. Working an adjusted schedule within a given workweek is preferable to granting employee overtime or time off, and must be directed by the supervisor or division director. To the extent practicable, the work schedule should be adjusted early in the week or as soon as the need for the change becomes evident.

Guidelines for Adjusting Work Schedules

- A. Changes in the work schedule are at the specific discretion of the immediate supervisor or Director and, as such, may be modified on a given day or week in order to accommodate work flow, the treatment needs of consumers or other program coverage and operation needs.
- B. Given the nature of the agency's services and community involvement, routine work schedules may periodically need to be adjusted to ensure staff coverage for specific evening or weekend activities or

events. In these instances, notification should be communicated as early as possible to minimize possible disruptions to the employee's personal schedule or time.

- C. Adjustments to the work schedule may not result in an excess of 40 hours for the week or 80 hours for the pay period, depending on the staff member's customary schedule. Scheduled changes may need to be reconciled over a two week period/ pay period, if the schedule adjustment occurred late in the week and coverage needs prevented a earlier modification.
- D. Hours under an adjusted work schedules do not constitute earned leave and are not cumulative.
- E. Work schedules may not be adjusted for work done at home, unless authorized by the Executive Director.
- F. Work schedule adjustments may be granted by the Executive Director, or their designee, for time spent traveling out of town or overnight for staff development activities, conferences or meetings or as appropriate to accommodate for required travel time preparation.
- G. Work schedules may be adjusted by the supervisor to accommodate attendance by staff to agency approved meetings, coursework, training, presentations or conferences.

5.7.6 Time Away from Primary Work Duties

Given the need to provide adequate coverage or accommodate program service needs or agency sponsored community events or initiatives, staff may be temporarily assigned to assist other programs, agencies or community stakeholders. The following issues should be considered in approving the arrangement:

1. The immediate supervisor feels the employee(s) can be spared from their primary duties and adequate coverage has been reconciled for their program service needs;
2. The individuals assigned away from their primary work duties should not have any active performance issues, concerns or Plans of Correction;
3. Individuals should not be assigned away from their primary work duties with any frequency or duration as to constitute a risk to the quality of their performance or primary work.
4. Temporary reassignments are made at the supervisor's discretion and are not voluntary by staff. However, as evening, weekend or marked deviations from one's customary work schedule may create an undo burden, such matters may be considered by the supervisor in the selection process.

5.7.7 Holiday Pay Procedures

In order to be compensated, approval must be granted in advance by the Executive Director or their designee (Division Director).

- A. **Non-exempt** salaried employees (part-time/full-time) when required to work on a holiday shall be paid at a rate of two-times (2x) their normal hourly rate for those holiday hours.
- B. **Exempt** salaried employees (part-time/full-time) when required to work on a holiday will continue to receive pay at their normal hourly rate for any hours worked.

Western Tidewater Community Services Board
Positions and Salary Ranges

Position	Minimum Salary	Maximum Salary
Administrator	\$ 78,425.00	\$ 149,297.00
Aide	\$ 28,000.00	\$ 42,000.00
Assistant		
Behavioral Technician	\$ 43,680.00	\$ 53,000.00
Case Manager I	\$ 46,146.00	\$ 67,958.00
Clerk		
Clinician I	\$ 50,000.00	\$ 65,000.00
Clinician II	\$ 51,250.00	\$ 54,026.00
Clinician III (LE)	\$ 60,000.00	\$ 78,000.00
Clinician IV	\$ 70,000.00	\$ 88,868.00
CNA	\$ 35,000.00	\$ 38,045.00
Cook	\$ 35,000.00	\$ 40,000.00
Coordinator	\$ 54,000.00	\$ 62,400.00
Counselor I	\$ 46,570.00	\$ 60,000.00
Counselor II	\$ 55,000.00	\$ 60,000.00
Data Analyst	\$ 35,000.00	\$ 50,000.00
Director	\$ 125,000.00	\$ 167,500.00
Dispatcher	\$ 40,000.00	\$ 46,360.00
DSP	\$ 33,280.00	\$ 50,613.00
Executive Director		
Housekeeper	\$ 32,000.00	\$ 35,473.00
LPN	\$ 55,000.00	\$ 70,000.00
Maintenance	\$ 40,000.00	\$ 45,000.00
Manager	\$ 46,998.00	\$ 88,031.00
MD		
Mentor	\$ 41,600.00	
Nurse Practitioner	\$ 132,600.00	\$ 170,626.00
Ombudsman	\$ 70,703.00	
Peer	\$ 35,000.00	\$ 46,360.00
Personal Care Aide	\$ 30,743.00	\$ 31,970.00
Physician Assistant		
PMA	\$ 35,360.00	
Psychiatrist	\$ 249,600.00	\$ 343,200.00
Psychologist		
RMA	\$ 40,000.00	\$ 41,302.00

Western Tidewater Community Services Board
Positions and Salary Ranges

Position	Minimum Salary	Maximum Salary
RN	\$ 70,000.00	\$ 93,600.00
Specialist	\$ 36,000.00	\$ 73,850.00
Supervisor	\$ 58,000.00	\$ 135,000.00
Technician	\$ 33,000.00	\$ 57,400.00
Van Driver	\$ 28,000.00	\$ 41,707.00
Workforce		