



COMMONWEALTH of VIRGINIA

Department of Health

KAREN REMLEY, MD, MBA, FAAP
STATE HEALTH COMMISSIONER

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RICHMOND, VA 23218

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June 29, 2011

Public Health Program, Department of Population Health Sciences
Virginia-Maryland Regional College of Veterinary Medicine
100 Sandy Hall (Mailcode 0395)
Virginia Tech
Blacksburg, VA 24060

Dear

Enclosed is your copy of the signed Memorandum of Agreement that authorizes the Virginia Department of Health to accept interns from Virginia Polytechnic and State Institute who are in the Masters of Public Health. Thank you so much for executing this agreement.

Sincerely,

A handwritten signature in black ink, consisting of a stylized initial followed by a long horizontal line.

Agency Training Resources Coordinator

Enclosure

**VIRGINIA DEPARTMENT OF HEALTH
109 GOVERNOR STREET
RICHMOND, VIRGINIA 23219**

MEMORANDUM OF AGREEMENT (MOA)

MOA Number: VDH-10-VT

- I. PARTIES TO THE AGREEMENT:** This Memorandum of Agreement is entered into this 23rd day of May 2011, by Virginia Polytechnic Institute and State University, hereinafter called the "Academic Program" and Commonwealth of Virginia, on behalf of the Virginia Department of Health, hereinafter called the "VDH."
- II. PERIOD OF AGREEMENT:** Effective immediately upon signature of all required parties from both entities and renews automatically unless cancelled or changed in accordance with Section VI, Paragraphs D and E, respectively.
- III. PURPOSE:**
- A. WHEREAS, the Academic Program leads to a Masters degree(s) in Public Health;
 - B. WHEREAS, the internship is a required and/or integral component of this curriculum;
 - C. WHEREAS, the Academic Program desires the assistance of VDH in developing and implementing the internship phase of its curriculum; and
 - D. WHEREAS, VDH wishes to assist the Academic Program in developing and implementing the internship experience for its students.
- IV. SCOPE OF SERVICES:**
- A. Academic Program and VDH agree as follows:
 - 1. Prior to the start of each term the Academic Program and VDH will determine the number of students to be assigned to VDH and the organizational units which will serve as internship sites.
 - 2. The Academic Program and VDH will agree upon the dates and schedules of the internship participants.
 - 3. In accordance with applicable law, the Academic Program and VDH will not discriminate against any student because of age, race, color, religion, gender, disability, or national origin.

B. The Academic Program will:

1. Assume the overall responsibility for development of the internship program.
2. Refer to VDH only those students who have satisfactorily completed the academic prerequisites for the internship experience.
3. Be responsible for the final evaluation and grading of the student (s) performance in the internship experience.
4. Work with VDH contact person as required to place students in internships.
5. Provide VDH with educational objectives and evaluation forms (as appropriate) for the internship experience through the Internship Coordinator.
6. Advise students assigned to VDH of their responsibility for complying with the existing rules and regulations of VDH, including the responsibility for preserving the confidentiality of patient information and for complying with any physical examination, immunization or health requirements of VDH.
7. Assign responsibility for costs and expenses incurred by participating student and faculty to the individuals who incur such costs.
8. Verify current licensure in the Commonwealth of Virginia of faculty members and students, if applicable, assigned to VDH, and upon written request, will furnish VDH with evidence of such licensure.
9. Terminate an internship experience assignment if the Academic Program determines that conditions at VDH are not conducive to student learning.
10. Require and direct each student to sign a Responsibilities of Student Form attached hereto as Attachment 6.
11. (This subsection applies only to private schools and any school outside Virginia) Maintain \$1,000,000 per occurrence with \$3,000,000 aggregate in general liability coverage for claims against students, faculty, employees, and agents; Academic Programs that are not agencies of the Commonwealth of Virginia must provide evidence of coverage as an attachment to this agreement and must list VDH as an additional insured on the certificate of insurance provided (see Attachment 1).

When applicable, the Academic Program will maintain professional liability coverage per medical incident in the current amount of the medical malpractice cap as set forth in the Code of Virginia and provide evidence of this coverage as an attachment to this agreement.

§8.01-581.15 of the Code of Virginia states as follows:

Limitation on recovery in certain medical malpractice actions. In any verdict returned against a health care provider in an action for malpractice where the act or acts of malpractice occurred on or after August 1, 1999, which is tried by a jury or in any judgment entered against a health care provider in such an action which is tried without a jury, the total amount recoverable for any injury to, or death of, a patient shall not exceed \$1.5 million. The maximum recovery limit of \$1.5 million shall increase on July 1, 2000, and each July 1 thereafter by \$50,000 per year; however, the annual increase on July 1 2007, and the annual increase on July 1, 2008, shall be \$75,000 per year. Each annual increase shall apply to the act or acts of malpractice occurring on or after the effective date of the increase. The July 1, 2008 shall be the final annual increase. (See attached Certificate of Coverage, appendix 1, required only of Academic Programs that are not agencies of the Commonwealth of Virginia).

12. Designate the MOA Administrator for this agreement who is knowledgeable of VDH and can address issues/concerns as they arise. The individual named below shall be the point of contact at the Academic Program for the day-to-day operations under this agreement. The VDH will direct all communications to:

Public Health Program, Department of Population Health Sciences
Virginia-Maryland Regional College of Veterinary Medicine
100 Sandy Hall (Mailcode 0395)
Virginia Tech
Blacksburg, VA 24060
Voice Phone:

Email:

C. The VDH will:

1. Have ultimate responsibility for providing services to the recipients of its services (hereinafter referred to as "Consumers").
2. Designate personnel to collaborate with the Academic Program faculty in planning for the use of internship site facilities and provision of appropriate learning opportunities in accord with objectives for the internship experience.
3. Provide meaningful activity related to the course of study for the student intern. The purpose of the internship is to expose the student to a practice setting and to integrate classroom knowledge and skills in practical applications. Therefore, clerical work, filing, phone answering, etc, should be kept to a minimum.
4. Work with the student intern to clarify expectations, develop learning objectives, and draft a reasonable timeline and plan of action for the

internship. The initial timeline and plan of action are to be completed within the first two weeks of the internship.

5. Contact the Academic Program internship coordinator if any questions or problems arise concerning the student intern or the program.
6. Monitor the student's attendance to ensure that the student intern puts in the agreed-upon number of hours during the semester.
7. Provide written evaluative input about student performance, as appropriate to the placement, and in accord with procedure and process agreed between the Internship Coordinator and VDH internship supervisor.
8. Allow the Academic Program internship coordinator to visit the internship site(s) at least once during the semester to meet together with the site supervisor(s) and the student intern(s).
9. Have the right to dismiss from the VDH sponsored internship experience, without appeal, any student for cause as determined by VDH. The site supervisor will make reasonable efforts to keep the Internship Coordinator informed of student performance issues and attempts at their resolution prior to dismissal. No student of the Academic Program will have rights in or expectations of continuation under this agreement.
10. Have the right to request the removal of the Academic Program faculty from the program if the faculty member's actions are interfering with or detracting from the internship agreement/experience. The site supervisor will make reasonable efforts to keep the Internship Coordinator informed of any issues or concerns with faculty behavior.
11. Provide the Academic Program with information regarding the availability of first aid and emergency care for students while on assignment on the property of VDH. If VDH provides first aid and/or emergency care to an assigned student, VDH may charge the student reasonable fees for such services.
12. Incur or assume no liability for any expenses of students or faculty of the Academic Program for services rendered or expenses incurred resulting from any injuries or for any other reason while participating in experiences on or off the property of VDH unless such expenses are incurred as a result of VDH's negligence.
13. Determine whether an internship will be paid, unpaid or the intern will receive a stipend will be made by VDH on an individual basis for each student. Decisions will consider such things as the availability of funds, the amount of staff time required to supervise the interns, the number of interns needing and being offered placement, and the criticality of the work being performed.
14. Designate the MOA Administrator for this agreement who is knowledgeable of Academic Program and its services and can address issues/concerns as

they arise and who will carry out the annual disbursement process. The individual named below shall be the point of contact at the VDH for the day-to-day operations under this agreement. The Academic Program shall direct all communications to:

Office of Human Resources
Virginia Department of Health
PO Box 2448
Richmond VA 23218
Tel:
Fax:

E-mail:

V. COMPENSATION

- A. The vast majority of VDH internships are unpaid, making the intern a volunteer.
- B. Some students may, at the discretion of the hosting work unit, receive an hourly wage between minimum wage and \$15.00 an hour (students without a social security number are ineligible to receive wages).
- C. Interns may, at the discretion of the hosting work unit, receive a stipend (students without a social security number are ineligible to receive stipends).

VI. TERMS AND CONDITIONS:

- A. **AUDIT:** The Academic Program shall retain all books, records, and other documents relative to this Memorandum of Agreement for five (5) years after completion of the program, or until audited by the Commonwealth of Virginia, whichever is sooner. The Virginia Department of Health, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **APPLICABLE LAWS AND COURTS:** This Memorandum of Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Academic Program shall comply with all applicable federal, state, and local laws, rules and regulations.
- C. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Memorandum of Agreement.
- D. **CANCELLATION OF MEMORANDUM OF AGREEMENT:** The Virginia Department of Health the right to cancel and terminate any resulting Memorandum of Agreement, in part or in whole, without penalty, upon 30 days written notice to the Academic Program. Any Memorandum of Agreement cancellation notice shall not relieve the parties of commitments made through the cancellation date. Interns actively involved in placements at the time of cancellation notice shall be allowed to

complete the placement provided it ends within three months of the cancellation effective date.

- E. **CHANGES TO THE MEMORANDUM OF AGREEMENT:** The parties may agree in writing to modify the scope of the Memorandum of Agreement at any time during the term of the agreement. Such change notifications must be agreed upon and signed into effect before the change can take place.
- F. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Academic Program assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the Virginia Department of Health's written consent and only in accordance with federal law or the Code of Virginia. Academic Programs shall allow the Virginia Department of Health to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Academic Programs and their employees working on this project may be required to sign a confidentiality statement.
- G. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written Memorandum of Agreement with the Commonwealth of Virginia, the Academic Program certifies that the Academic Program does not, and shall not during the performance of the agreement for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- H. **VENDOR ADVERTISING PROHIBITION**
(this section applies to for-profit entities only)
Advertising or promotional literature stating or implying that a Commonwealth agency or institution endorses a vendor's products or services is prohibited. Exceptions may only be granted by an agency or institution's chief purchasing official. A vendor may include a Commonwealth agency or institution in a client list, provided that the listing in no way states or implies that the Commonwealth agency or institution endorses the vendor's products or services. An agency or institution may choose to prohibit a contractor from including reference to that agency or institution in client lists used in advertising or promotional materials by including such a prohibition in the terms and conditions of its agreement(s) with that contractor.

Attachment 1 (Certificate of Coverage for institution of higher education will need to appear here if applicable according to Section IV, B, 11.)

Attachment 2

DEPARTMENT OF HUMAN RESOURCE MANAGEMENT
POLICIES AND PROCEDURES MANUAL

POLICY NO.: 1.75
EFFT. DATE: 08/01/01

USE OF INTERNET AND
ELECTRONIC COMMUNICATION SYSTEMS

APPLICATION: All state employees, including employees of agencies exempt from coverage of the Virginia Personnel Act

PURPOSE To establish a policy for use of the Internet and the state's electronic communication systems for state agencies and their employees. This policy establishes minimum standards. Agencies may supplement this policy as they need or desire, as long as such supplement is consistent with this policy.

DEFINITIONS

Computer Network Two or more computers that can share information, typically connected by cable, data line, or satellite link.

Electronic Communication Systems System used as a means of sending and receiving messages electronically through connected computer systems or the Internet, such as e-mail or voice mail.

Internet An international network of independent computer systems. The World Wide Web is one of the most recognized means of using the Internet.

Users All employees of the Commonwealth who use an agency's Internet and/or electronic communication systems.

NOTE: Agencies which give consultants, contract personnel or other non-employees such as volunteers or interns access to the agency's Internet or electronic communication systems may require such individuals to abide by this policy.

GENERAL PROVISIONS FOR USE OF INTERNET AND ELECTRONIC COMMUNICATION SYSTEMS

All users must follow this policy and any additional policy that may be adopted by the agency or institution of the Commonwealth where the user is working.

Business Use

Agency-provided computer systems that allow access to the Internet and electronic communication systems are the property of the Commonwealth and are provided to facilitate the effective and efficient conduct of State business. Users are permitted access to the Internet and electronic communication systems to assist in the performance of their jobs. Each agency or institution of the Commonwealth may adopt its own policy setting forth with specificity

the work-related purposes for which such equipment and access are provided.

Personal Use

Personal use means use that is not job-related. In general, incidental and occasional personal use of the Commonwealth's Internet access or electronic communication systems is permitted; however, personal use is prohibited if it:

- interferes with the user's productivity or work performance, or with any other employee's productivity or work performance;
- adversely affects the efficient operation of the computer system;
- violates any provision of this policy, any supplemental policy adopted by the agency supplying the Internet or electronic communication systems, or any other policy, regulation, law or guideline as set forth by local, State or Federal law. (See Code of Virginia §2.1-804-805; §2.2-2827 as of October 1, 2001.)

NOTE: Users employing the Commonwealth's Internet or electronic communication systems for personal use must present their communications in such a way as to be clear that the communication is personal and is not a communication of the agency or the Commonwealth.

No Expectation of Privacy

No user should have any expectation of privacy in any message, file, image or data created, sent, retrieved or received by use of the Commonwealth's equipment and/or access. Agencies have a right to monitor any and all aspects of their computer systems including, but not limited to, sites, instant messaging systems, chat groups, or news groups visited by agency users, material downloaded or uploaded by agency users, and e-mail sent or received by agency users. Such monitoring may occur at any time, without notice, and without the user's permission.

In addition, electronic records may be subject to the Freedom of Information Act (FOIA) and, therefore, available for public distribution.

Prohibited Activities

Certain activities are prohibited when using the Internet or electronic communications. These include, but are not limited to:

- accessing, downloading, printing or storing information with sexually explicit content as prohibited by law (see Code of Virginia §2.1-804-805; §2.2-2827 as of October 1, 2001);
- downloading or transmitting fraudulent, threatening, obscene, intimidating, defamatory, harassing, discriminatory, or otherwise unlawful messages or images;
- installing or downloading computer software, programs, or executable files contrary to policy;
- uploading or downloading copyrighted materials or proprietary agency information contrary to policy;
- uploading or downloading access-restricted agency information contrary to policy or in violation of agency policy;
- sending e-mail using another's identity, an assumed name, or anonymously;

Security

- permitting a non-user to use for purposes of communicating the message of some third party individual or organization;
- any other activities designated as prohibited by the agency.

The distribution of electronic communications is difficult to control and routing mistakes can easily occur. Copies of electronic communications can be forwarded without the sender's knowledge or permission to unintended recipients. Therefore, electronic communications should be drafted and sent with at least the same level of care, professional judgment and discretion as paper memoranda or documents.

USER RESPONSIBILITIES

The conduct of computer users who access the Internet or send e-mail containing an agency's domain address (i.e., ___@agency.state.va.us) may be perceived as reflecting on the character and professionalism of the agency. When engaging in such conduct, whether for personal or official purposes, employees are expected to do so in a responsible and professional manner.

All users are responsible for exercising appropriate care to protect the agency's computer systems against the introduction of viruses. When using the Commonwealth's Internet access or electronic communications, equipment and capability, individuals must:

- use the Internet or electronic communication systems only in accordance with State and agency policy;
- maintain the conditions of security (including safeguarding of passwords) under which they are granted access to such systems;
- check with the appropriate agency staff prior to downloading or accessing a file or document if the source of the file or other circumstances raises doubts about its safety.

AGENCY RESPONSIBILITIES

Agencies may develop a written policy, consistent with this policy which supplements or clarifies specific issues for the agency. With regard to use of the Internet and electronic communications, agencies are responsible for:

- communicating this policy and agency policy, if appropriate, to current users and to new users before granting them access to agencies' Internet or electronic communication systems;
- retaining electronic records in accordance with the retention requirements of the Library of Virginia;
- requiring and retaining acknowledgement statements, signed by each user, acknowledging receipt of a copy of this policy and agency policy, if appropriate. A sample is attached (Attachment A) that agencies may use, or they may include the acknowledgement statement with other such statements obtained when employees are hired.

NOTE: Agencies also may develop procedures by which a user must actively acknowledge reading the policy before access to the system will be granted.

VIOLATIONS	Violations of this policy must be addressed under Policy 1.60, Standards of Conduct Policy, or appropriate disciplinary policy or procedures for employees not covered by the Virginia Personnel Act. The appropriate level of disciplinary action will be determined on a case-by-case basis by the agency head or designee, with sanctions up to or including termination depending on the severity of the offense, consistent with Policy 1.60 or the appropriate applicable policy.
AUTHORITY	This policy is issued by the Department of Human Resource Management pursuant to the authority provided in Chapter 10, Title 2.1 [§2.1-114.5(13)] of the Code of Virginia (Title 2.2, §2.2-1201 as of October 1, 2001) and §2.1-804 (§2.2-2827 as of October 1, 2001) et. seq. Further, The Acts of the Assembly 1999, c. 384, cl.2, provides: "That the heads of state agencies whose officers and employees are exempt from the Virginia Personnel Act pursuant to Section 2.1-116 shall adopt the acceptable Internet use policy required by this act to be developed by the Department of Human Resource Management and may supplement the Department's policy with such other terms, conditions, and requirements as they deem appropriate."
INTERPRETATION	The Director of the Department of Human Resource Management is responsible for official interpretation of this policy, in accordance with §2.1-114.5(13) of the Code of Virginia (§2.2-1201 as of October 1, 2001). Questions regarding the application of this policy should be directed to the Department of Human Resource Management's Office of Compensation and Policy. The Department of Human Resource Management reserves the right to revise or eliminate this policy.
RELATED POLICIES	Policy 1.60, Standards of Conduct Policy 6.10, Personnel Records Management

Use of the Internet and Electronic Communication Systems

ATTACHMENT 2-1: CERTIFICATE OF RECEIPT

I have been given a copy of Department of Human Resource Management Policy 1.75, "Use of Internet and Electronic Communication Systems" and I understand that it is my responsibility to read and abide by this policy, even if I do not agree with it. If I have any questions about the policy, I understand that I need to ask my supervisor or the Human Resource Officer for clarification.

If I refuse to sign this certificate of receipt, my supervisor will be asked to initial this form indicating that a copy has been given to me and that this statement has been read to me.

Employee's Name: _____

Signature: _____

Date: _____

Attachment 3
SUMMARY OF THE
COMMONWEALTH OF VIRGINIA'S POLICY ON ALCOHOL AND OTHER DRUGS

The Commonwealth of Virginia's Policy 1.05 on Alcohol and Other Drugs states that the following acts by employees are prohibited:

- I. the unlawful or unauthorized manufacture, distribution, dispensation, possession, or use of alcohol and other drugs on the workplace;
- II. the impairment on the workplace from the use of alcohol or other drugs, (except the use of drugs for legitimate medical purposes);
- III. action which results in the criminal conviction for: a violation of any criminal drug law, based upon conduct occurring either on or off the workplace, or a violation of any alcoholic beverage control law, or law which governs driving while intoxicated, based upon conduct occurring on the workplace;
- IV. the failure to report to their supervisors that they have been convicted of any offense, as defined in III above, within five calendar days of the conviction.

Included under this policy are all employees in Executive Branch agencies, including the Governor's Office, Office of the Lieutenant Governor, and the Office of the Attorney General.

The workplace consists of any state owned or leased property or any site where state employees are performing official duties. Any employee who commits any prohibited act under this policy shall be subject to the full range of disciplinary actions, including discharge, and may be required to participate satisfactorily in an appropriate rehabilitation program.

A copy of the entire Commonwealth of Virginia's Policy on Alcohol and Other Drugs may be obtained from your agency human resource office.

.....
CERTIFICATE OF RECEIPT

Your signature below indicates your receipt of this policy summary of Policy 1.05, Alcohol and Other Drugs. Your signature is intended only to acknowledge receipt, it does not imply agreement or disagreement with the policy itself. If you refuse to sign this certificate of receipt, your supervisor will be asked to initial this form indicating that a copy has been given to you.

Employee's Name _____

Signature _____ Date _____

Subject: Prohibition of Workplace Harassment

Keyword: EEO

1. Background and Purpose:

Department of Human Resource Management (DHRM) Policy No. 2.30, *Workplace Harassment*, which is available for viewing on the DHRM web site and is incorporated herein by reference, sets forth the statewide policy that prohibits workplace harassment. The Virginia Department of Health (VDH) Prohibition of Workplace Harassment Policy supplements DHRM Policy 2.30, *Workplace Harassment* and outlines agency-specific policies, procedures and guidance. The objective is to promote a VDH workplace free of harassment by educating employees, preventing harassment, and providing an effective means of addressing and eliminating such harassment if it occurs.

2. Policy:

VDH is committed to offering employment opportunities and promotions based on ability and performance in a productive atmosphere free of any kind of illegal discrimination. VDH strictly prohibits harassment of any employee, applicant for employment, vendor, Academic Program, volunteer, client, or applicant for VDH services or permits on the basis of race, color, national origin, age, religion, disability, sex, marital status, or pregnancy.

VDH reserves the right to take corrective and/or disciplinary action for any conduct or behavior deemed by management to be inappropriate or unprofessional, including but not limited to jokes, inappropriate comments, innuendos, or inappropriate touching, if such conduct or behavior may tend to demean or denigrate an individual on the basis of race, color, national origin, age, religion, disability, sex, marital status, or pregnancy, regardless of whether such conduct has reached the level of creating an intimidating, hostile or offensive work environment as set forth in DHRM Policy No. 2.30.

VDH also strictly prohibits any retaliation against an individual or group that exercises its rights under this policy.

Employees are strongly encouraged to report such incidents to any supervisor, manager, Health District Director, Office Director, District Human Resource Representative, the VDH EEO/Employee Relations Manager, the Director of the VDH Office of Human Resources, or the State Health Commissioner.

A copy of this policy and the DHRM Workplace Harassment Policy shall be provided to each VDH employee. Each employee shall sign a certificate documenting the receipt of these policies.

3. Responsibilities:

The Director of the Office of Human Resources (OHR) is responsible for interpreting this policy and investigating or guiding the investigation of complaints of workplace harassment.

The responsibilities of supervisors and managers include:

Promptly notifying the OHR EEO/Employee Relations Manager of any complaints related to workplace harassment; ensuring that complaints of workplace harassment are investigated; and taking immediate corrective action when appropriate. Guidance can be obtained by contacting the Office of Human Resources at (804) 864-7075.

Taking immediate action to stop any actions or conduct that may be considered workplace harassment or retaliation of which they are aware, and taking appropriate steps to intervene and remedy the situation, whether or not a complaint has been made.

Expressing strong disapproval of all forms of workplace harassment.

4. Complaint Procedures

An employee or applicant for employment may follow the Commonwealth Employees' Discrimination Complaint Procedure, which is administered by the Office of Equal Employment Services within the Virginia Department of Human Resource Management.

Eligible employees may use the State Employee Grievance Procedure, which is administered by the Department of Employment Dispute Resolution.

Employees and applicants for employment may file a complaint with the United States Equal Employment Opportunity Commission.

Employees, applicants for employment, or volunteers, may file a complaint with any VDH supervisor, manager, Health District Director, Office Director, District Human Resource Representative, the VDH EEO/Employee Relations Manager, the Director of the VDH Office of Human Resources, or the State Health Commissioner.

Under no circumstances shall the individual alleging harassment be required to file a complaint with the alleged harasser.

5. Records Retention:

Original, signed copies of the Certificate of Receipt (Attachment A) shall be maintained in the employee's personnel file.

6. Rescissions: None

7. Effective Date: This policy is effective on September 10, 2002

APPROVED: _____
Original Signed By

September 10, 2002
Date

Attachment 4-1

CERTIFICATE OF RECEIPT

Your signature below indicates your receipt of Department of Human Resource Management Policy No. 2.30 and VDH Human Resource Policy 2.30, *Workplace Harassment*. Your signature only acknowledges that you have received and read these policies (or had them read to you), and that you understand that VDH and the Commonwealth of Virginia strictly forbid harassment of any employee, applicant for employment, vendor, contractor, volunteer, client, or applicant for VDH services or permits on the basis of an individual's race, color, national origin, age, religion, disability, sex, marital status, or pregnancy. Violations may result in formal disciplinary action pursuant to DHRM Policy No. 1.60, *Standards of Conduct*. Your signature does not imply agreement or disagreement with the policy itself. If you refuse to sign this certificate of receipt, your supervisor will be asked to initial this form indicating that a copy has been given to you.

Employee's Name (please print): _____

Employee's Signature: _____

Date _____

Attachment 5
VIRGINIA DEPARTMENT OF HEALTH
OFFICE OF HUMAN RESOURCES
POLICIES AND PROCEDURES MANUAL

Subject: Workplace Violence

Keyword: Safety

Applicability: This policy applies to employees, volunteers and third parties.

Purpose: This document provides agency policy and procedures for preventing and responding to violence or the threat thereof at Virginia Department of Health (VDH) facilities or wherever work is performed by VDH employees and volunteers.

Authorities:

Department of Human Resource Management Policy #1.80, "Workplace Violence"

Definitions:

Employees – VDH full- or part-time classified, "at will," hourly (wage), and/or contract staff.

Volunteers – Those who perform unpaid work at VDH facilities or elsewhere in support of the VDH mission.

Third Parties – Anyone who is *not* a VDH employee and enters VDH facilities or locations where VDH staff members perform work.

Workplace – Any location, either permanent or temporary, where an employee or volunteer performs work for VDH. This includes, but is not limited to, the buildings and the surrounding perimeters, including the parking lots, field locations, alternate work locations, and travel to and from work assignments (this does not include an employee's normal commute to work).

Workplace Violence – Any physical assault, threatening behavior or verbal abuse occurring in the workplace by employees, volunteers or third parties. It includes, but is not limited to, beating, stabbing, suicide, shooting, rape, the physical destruction of property, attempted suicide, psychological trauma such as threats, obscene phone calls, an intimidating presence, and harassment of any nature such as stalking, shouting or swearing.

Policy:

VDH shall not tolerate acts or threats of violence in the workplace against its employees, volunteers, clients or property.

All acts or threats of workplace violence will be handled expeditiously as dictated by the situation, and in compliance with the law and state and VDH policy.

VDH prohibits VDH employees and volunteers from carrying weapons on VDH property or work locations. To the extent allowed by law, third parties are prohibited from carrying weapons on VDH property or work locations.

VDH prohibits any form of retaliation against an employee, volunteer or third party who makes a report of workplace violence or the threat of workplace violence, or who participates in an investigation of workplace violence under this policy.

Procedures:

Confidentiality – In order to ensure the safety of all employees who comply with this policy, any information related to acts or potential acts of workplace violence and the VDH response to it will only be discussed on a need to know basis.

Preventing workplace violence

Employee responsibilities –

It is everyone's responsibility to prevent violence in the workplace. Employees are often in a better position than management to know what is happening with those with whom they work. An employee is to report to his or her supervisor/manager what s/he sees or hears in the workplace that may indicate a coworker, volunteer or third party is about to commit or be the victim of a violent act.

An employee who secures a Court Protective Order against anyone is encouraged to notify his or her supervisor/manager and the VDH Office of Human Resources (OHR) of the Order.

Management responsibilities –

District/Office Directors or supervisors/managers who are notified of a court protective order or a potential violent situation in a work unit shall take steps, in consultation with OHR and the appropriate Deputy Commissioner, to assure the safety and anonymity of the individual reporting the situation;

District/Office Directors or supervisors/managers informed by an employee in the course of counseling or disciplinary action that the job performance or conduct is the result of domestic violence, or threats of violence from third parties or fellow employees shall consult with OHR and the appropriate Deputy Commissioner on appropriate action.

District/Office Directors or supervisors/managers notified about a potential problem in another work area/unit shall immediately share the information with OHR, the appropriate Deputy Commissioner and the supervisor/manager of the work unit/area in which the situation exists.

District/Office Directors or supervisors/managers of potentially affected work units/areas, in consultation with OHR and the appropriate Deputy Commissioner, shall determine what interventions (if any) should be implemented. These may include such actions as counseling an employee or volunteer about the observed behavior, offering information about and referral to Employee Assistance Program services, enhancing the security of the work area and/or building, or having a warning signal so employees are aware when there is a present danger.

Workplace Violence Prevention Officer in OHR –

Coordinates biennial trainings on the prevention and reporting of workplace violence with Capitol Police, the VDH Division of Injury and Violence Prevention, and other training resources such as the local police department's Domestic Violence Unit;

Identifies workplace violence prevention resources and has them placed and periodically updated on the OHR website.

Disseminates information to the agency on suicide and workplace violence prevention.

Responding to acts or threats of workplace violence

Employee responsibilities –

An employee who becomes aware of an act or threat of workplace violence shall immediately report it to his/her supervisor/manager. (If the supervisor/manager is the alleged perpetrator, the incident shall be reported to the next level of supervision.)

If the act represents an immediate threat of harm to any individual, the employee reports it without delay to law enforcement authorities by dialing 911 or the appropriate police phone number. (In the Central Office staff are to call Capitol Police at 786-2120 or 911.)

Management responsibilities –

In consultation with OHR and the appropriate Deputy Commissioner, the District/Office Director or supervisor/manager shall intervene in on-going acts where there is not an immediate threat of physical injury and attempt to defuse the situation.

The supervisor/manager shall complete the Workplace Violence Initial Report form (Attachment #2) by the close of business the next business day reporting the incident. The form is forwarded to his or her District or Office director or the director's designee, the Human Resources Director and to the designated VDH Workplace Violence Prevention Officer in OHR.

VDH Workplace Violence Prevention Officer in OHR – The VDH Workplace Violence Prevention Officer will coordinate Employee Assistance Program services and Critical Incident Stress Management services for employees and volunteers affected by the incident.

Investigating incidents of workplace violence

For incidents involving law enforcement officers, an investigation by the law enforcement agency will take precedence over any VDH internal investigation. When the law enforcement agency does not perform an investigation, VDH will do so.

All internal investigations of incidents of workplace violence will be handled in the strictest of confidence. Employees involved in the investigation of the incident will be reminded not to share information related to the matter.

Employee responsibilities – All employees shall cooperate with any investigation of workplace violence. As necessary, employees will provide statements regarding any incident of workplace violence in which they were involved or which they witnessed.

Management responsibilities –

For incidents not involving law enforcement, investigation of reported incidents of workplace violence shall be conducted by the office/health district Business Manager in consultation with OHR. The investigation shall be conducted on an immediate, priority basis in a manner consistent with the concepts of confidentiality, impartiality, and due process.

The office/district Business Manager will obtain any necessary statements from the individuals involved in the incident and any witnesses.

The office/district Business Manager shall submit a full report of the investigation of the incident, including witness statements and recommendations for any actions in response to the event, to the district or office director or his/her designee, the Human Resources Director, and to the VDH Workplace Violence Prevention Officer.

In consultation with VDH OHR and the office/district Business Manager the supervisor/manager of the affected work unit shall take prompt and appropriate disciplinary action as soon as is reasonably possible in accordance with Department of Human Resource Management's Policy #1.60, "Standards of Conduct".

VDH Workplace Violence Prevention Officer in OHR – The VDH Workplace Violence Prevention Officer will maintain a confidential file of all workplace violence incidents reported and when practicable perform an analysis of the events to determine if there are discernable patterns which might be addressed by agency action.

Rescissions: None.

Effective Date: This issuance is effective on June 1, 2008.

Approved: _____ **Original Signed by** _____ **May 29, 2008**
Date

Attachments:

Summary Of The Virginia Department Of Health's Policy On Workplace Violence; Employee certification of receipt

Workplace Violence Incident, Initial Report

Report of the Virginia Tech Review Panel, Appendix M, "Red Flags, Warning Signs & Indicators"

SUMMARY OF THE VIRGINIA DEPARTMENT OF HEALTH'S POLICY ON WORKPLACE VIOLENCE

The Virginia Department of Health's (VDH) Policy #1.80, "Workplace Violence" defines workplace violence as any physical assault, threatening behavior or verbal abuse occurring in the workplace by employees, volunteers or third parties. It includes, but is not limited to, beating, stabbing, suicide, shooting, rape, the physical destruction of property, attempted suicide, psychological trauma such as threats, obscene phone calls, an intimidating presence, and harassment of any nature such as stalking, shouting or swearing.

We are all responsible for preventing workplace violence. Employees who are aware of threats of workplace violence or acts of workplace violence are to report it to your immediate supervisor or to the VDH Office of Human Resources.

VDH shall not tolerate acts or threats of violence in the workplace against its employees, volunteers, clients or property.

All acts or threats of workplace violence will be handled expeditiously and in compliance with the law and state and VDH policy.

VDH prohibits VDH employees and volunteers from carrying weapons on VDH property or work locations. To the extent allowed by law, third parties are prohibited from carrying weapons on VDH property or work locations.

VDH prohibits any form of retaliation against an employee, volunteer or third party who makes a report of workplace violence or the threat of workplace violence, or who participates in an investigation of workplace violence.

The workplace consists of any state owned or leased property or any site where VDH employees and volunteers are performing official duties. Any employee who commits any prohibited act under this policy shall be subject to the full range of disciplinary actions, up to and including discharge.

Copies of the entire Commonwealth of Virginia and VDH Policies on Workplace Violence may be obtained from your agency human resource office or from the Department of Human Resource Management website (www.dhrm.virginia.gov/hrpolicy/policy.html) and the VDH Office of Human Resources intranet site at (http://vdhweb/qihr/hr_policies/vdh_policy_manual.asp).

CERTIFICATE OF RECEIPT

Your signature below indicates your receipt of this policy summary of Policy #1.80, "Workplace Violence". Your signature is intended only to acknowledge receipt of this summary, it does not imply agreement or disagreement with the policy itself. If you refuse to sign this certificate of receipt, your supervisor will be asked to initial this form indicating that a copy has been given to you.

Employee's Name _____

Signature _____ Date _____

Virginia Department of Health
 WORKPLACE VIOLENCE INCIDENT
 INITIAL REPORT

(Note: Complete by close of business the next business day following incident. Forward completed form to your district or office director or his/her designee, and to the Human Resources Director.)

VICTIM INFORMATION (if more than one victim, add attachment to report)

Name:			
Job title:			
Address:			
Work phone:		Home phone:	
Ee ID#:		Was the person injured?	<input type="checkbox"/> No <input type="checkbox"/> Yes
If yes, specify injuries:			
Was the person's supervisor/manager notified?		<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> n/a (third party)	
Supervisor's name:		Phone:	

ALLEGED PERPETRATOR INFORMATION (if more than one perpetrator, add attachment to report)

Name:			
Was the perpetrator?	<input type="checkbox"/> intruder <input type="checkbox"/> customer <input type="checkbox"/> visitor <input type="checkbox"/> co-worker <input type="checkbox"/> supervisor <input type="checkbox"/> former employee <input type="checkbox"/> family member/friend <input type="checkbox"/> other (specify):		
Job title:			
Address:			
Work phone:		Home phone:	
Ee ID#:			
Was the person's supervisor/manager notified?		<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> n/a (third party)	
Supervisor's name:		Phone:	

WITNESS INFORMATION (if more than one witness, add attachment to report)

Name:			
Job title:			
Address:			
Work phone:		Home phone:	
Ee ID#:			

INCIDENT INFORMATION

Incident date:		Time of incident:	
Incident location:			
Work location (if different):			
Incident type (check all that apply):	<input type="checkbox"/> Verbal <input type="checkbox"/> Physical <input type="checkbox"/> Visual		
For Verbal incident, check all that apply:	<input type="checkbox"/> Spoken threats of violence against person(s) or property <input type="checkbox"/> Vulgar or profane language towards others <input type="checkbox"/> Derogatory comments or slurs <input type="checkbox"/> Verbal intimidation <input type="checkbox"/> Obscene phone calls <input type="checkbox"/> Shouting <input type="checkbox"/> Exaggerated criticism <input type="checkbox"/> Name calling <input type="checkbox"/> Coercion <input type="checkbox"/> Other (please briefly state nature of incident)		
For Physical incident, check all that apply:	<input type="checkbox"/> Against persons <input type="checkbox"/> Against property <input type="checkbox"/> Hitting (with bare hands or with other implement) <input type="checkbox"/> Pushing <input type="checkbox"/> Spitting <input type="checkbox"/> Kicking <input type="checkbox"/> Stabbing <input type="checkbox"/> Shooting <input type="checkbox"/> Suicide <input type="checkbox"/> Attempted suicide <input type="checkbox"/> Rape <input type="checkbox"/> Holding <input type="checkbox"/> Impeding / blocking movement <input type="checkbox"/> Other (please briefly state nature of incident)		
For Visual incident, check all that apply:	<input type="checkbox"/> Threatening or intimidating writings, electronic mail, posters, cartoons, publications, drawings <input type="checkbox"/> An intimidating presence <input type="checkbox"/> Stalking <input type="checkbox"/> Threatening / intimidating gestures <input type="checkbox"/> Possessing or brandishing a weapon <input type="checkbox"/> Other (please briefly state nature of incident)		
Briefly describe the incident: _____			
Did Law Enforcement respond to the incident? <input type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, what Law Enforcement? _____			

REPORT COMPLETED BY

Name:		Date:	
Job title:		Work phone:	
Distribution list: <input type="checkbox"/> Supervisor/Mgr <input type="checkbox"/> HR Mgr <input type="checkbox"/> District/Office Director <input type="checkbox"/> VDH Safety Officer			

Report of the Virginia Tech Review Panel, Appendix M
“Red Flags, Warning Signs & Indicators”

By Roger Depue, Ph.D.

Experts who evaluate possible indicators that an individual is at risk of harming himself or others know to seek out many sources for clues, certain red flags that merit attention. A single warning sign by itself usually does not warrant overt action by a threat assessment specialist. It should, however, attract the attention of an assessor who has been sensitized to look for other possible warning signs. If additional warning signs are present then more fact-finding is warranted to determine if there is a likelihood of danger.

Some warning signs carry more weight than others. For instance, a fascination with, and possession of, firearms are more significant than being a loner, because possession of firearms gives one the capacity to carry out an attack. But if a person simply possesses firearms and has no other warning signs, it is unlikely that he represents a significant risk of danger.

When a cluster of indicators is present then the risk becomes more serious. Thus, a person who possesses firearms, is a loner, shows an interest in past shooting situations, writes stories about homicide and suicide, exhibits aberrant behavior, has talked about retribution against others, and has a history of mental illness and refuses counseling would obviously be considered a significant risk of becoming dangerous to himself or others. A school threat assessment team upon learning about such a list of warning signs would be in a position to take immediate action including:

- Talking to the student and developing a treatment plan with conditions for remaining in school
- Calling the parents or other guardians
- Requesting permission to receive medical and educational records
- Checking with law enforcement to ascertain whether there have been any interactions with police
- Talking with roommates and faculty
- Suspending the student until the student has been treated and doctors indicate the student is not a safety risk

Following are some warning signs (indicators and red flags) associated with school shootings in the United States. Schools, places of employment, and other entities that are creating a threat assessment capability may want to be aware of these red flags:

Violent fantasy content –Writings (Stories, essays, compositions), Drawings (Artwork depicting violence), Reading and viewing materials (Preference for books, magazines, television, video tapes and discs, movies, music, websites, and chat rooms with violent themes and degrading subject matter), and role playing acts of violence and degradation.

Anger problems –Difficulty controlling anger, loss of temper, impulsivity, Making threats

Fascination with weapons and accoutrements –Especially those designed and most often used to kill people (such as machine guns, semiautomatic pistols, snub nose revolvers, stilettos, bayonets, daggers, brass knuckles, special ammunition, and explosives)

Boasting and practicing of fighting and combat proficiency –Military and sharpshooter training, martial arts, use of garrotes, and knife fighting

Loner – Isolated and socially withdrawn, misfit, prefers own company to the company of others

Attachment 6 (1 of 2)

Attachment 6

Internship Memorandum of Agreement with Virginia Department of Health (VDH)
Responsibilities of Student

The student intern agrees to complete the appropriate forms, obtain approval from the Academic Program internship coordinator, and provide copies of the forms to VDH.

The student intern agrees to meet with the site supervisor to develop a plan of action including goals and expectations for the internship. (This should be completed by the end of the first 2 weeks of the internship.)

The student intern agrees to obtain approval of the plan of action from the Academic Program advisor and the site supervisor.

The student intern agrees to adhere to all applicable Virginia Department of Human Resource Management (DHRM) and VDH policies and procedures while at the work site (Attachments 2 – 4 are policies requiring student signature of receipt). The student is expected to demonstrate professional behavior appropriate to the environment of VDH, including protecting the confidentiality of consumer information and maintaining high standards of service to VDH's consumer population.

If required by work assignment, the student intern agrees to provide evidence of having received appropriate immunizations required as standard practice for health care workers and of freedom from tuberculosis disease.

The student agrees to assume financial responsibility for all expenses incurred during the internship, including transportation, meals, parking and expenses.

The student agrees to keep a daily log with date, start and end times, total hours worked, type of work performed, any problems encountered, and comments. They may choose to use the template in Attachment 5. The student will share this log with the site supervisor, who will initial to indicate the accuracy of the hours worked and the type of work performed.

The student agrees to participate in the evaluation process.

At the end of the internship, the student may be required to provide to the Academic Program and VDH a 2-4 page typed summary of the internship experience. The purpose of the paper is to demonstrate how the goals and objectives were met and to provide a reflection of the student's overall experience at the site.

Student print name here: _____

Student signature here: _____

Date: _____

