



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 10

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 738312

SO Doc Code: CRFQ

Procurement Type: Statewide MA (Open End)

SO Dept: 0212

Vendor ID: 000000114418

SO Doc ID: SWC2000000004

Legal Name: CHOICE STAFFING INC

Published Date: 6/18/20

Alias/DBA:

Close Date: 6/25/20

Total Bid: \$0.00

Close Time: 13:30

Response Date: 06/25/2020

Status: Closed

Response Time: 13:06

Solicitation Description: Addendum_1: SWC -TEMPORARY STAFFING SERVICES

Total of Header Attachments: 10

Total of All Attachments: 10



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder : 738312

Solicitation Description : Addendum_1: SWC -TEMPORARY STAFFING SERVICES

Proc Type : Statewide MA (Open End)

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-06-25 13:30:00	SR 0212 ESR06252000000007972	1

VENDOR
000000114418 CHOICE STAFFING INC

Solicitation Number: CRFQ 0212 SWC2000000004

Total Bid : \$0.00 **Response Date:** 2020-06-25 **Response Time:** 13:06:33

Comments:

FOR INFORMATION CONTACT THE BUYER
 Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	TEMPORARY EMPLOYEE SERVICES	0.00000	JOB	\$39.900000	\$0.00

Comm Code	Manufacturer	Specification	Model #
80111600			

Extended Description :	TEMPORARY EMPLOYEE SERVICES: Note: Vendor shall use Exhibit_A Pricing Page(s) for bid pricing. If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.
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STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Choice Staffing, Inc.

Authorized Signature: *Laura Helmick* Date: 06/25/2020

State of West Virginia

County of Berkeley, to-wit:

Taken, subscribed, and sworn to before me this 25th day of June, 2020.

My Commission expires 10/25, 2022.



NOTARY PUBLIC Laura Helmick



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 34 – Service - Prof

Proc Folder: 738312

Doc Description: Addendum_1: SWC -TEMPORARY STAFFING SERVICES

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2020-06-18	2020-06-25 13:30:00	CRFQ 0212 SWC2000000004	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Choice Staffing, Inc.
 167 Eagle School Rd.
 Martinsburg WV. 25404
 (304) 262-6666

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature X

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

ADDENDUM_1

Addendum_1 is issued for the following:

1. To publish the Purchasing Division's response to the questions submitted by Vendors during the Technical Questioning period.

No other changes made.

The West Virginia Purchasing Division is soliciting bids to establish a statewide open-end contract for 17 specific temporary job classifications commonly required by State Agencies, per the attached documents.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	TEMPORARY EMPLOYEE SERVICES	0.00000	JOB		

Comm Code	Manufacturer	Specification	Model #
80111600			

Extended Description :

TEMPORARY EMPLOYEE SERVICES:

Note: Vendor shall use Exhibit_A Pricing Page(s) for bid pricing.

If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by 10:00 am EDT	2020-06-16

SOLICITATION NUMBER: CRFQ 0212 SWC2000000004
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ 0212 SWC2000000004 (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

- 1. To publish the Purchasing Division’s response to the questions submitted by Vendors during the Technical Questioning period.**

No other changes made.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Question #1: Please share the headcount for temporary employees currently working with the State under this contract.

Response #1: The Purchasing Division does not have access to this information. Temporary staffing positions are requested at time of need by numerous state agencies.

Question #2: Would it be possible for the State to list the most frequently used temporary positions by the State?

Response #2: Please see response #1.

Question #3: What is the annual spend for this contract?

Response #3: Due to the various end users of this contract, the Purchasing Division does not have the actual spend amounts available. The State estimates yearly spend amounts in excess of one (1) million dollars per contract year.

Question #4: What will be the estimated budget for this contract?

Response #4: The State does not provide budget amounts for solicitations.

Question #5: How many vendors will be awarded as a result of this solicitation?

Response #5: Please refer to specification section 5.1 Contract Award for this information.

Question #6: What is the average temporary staff's tenure?

Response #6: Staffing needs are determined by each agency using the contract. The State permits delivery orders from each agency to last up to one year. If the agency determines the staffing need to continue, then a new delivery order will be created for up to the one-year term limit following the delivery order guidelines established in the contract.

Question #7: Is drug testing required? If so, 5 panel or 10 panel?

Response #7: Please refer to specification section 4.1.7.1 and 4.1.7.2. Panel requirements will be determined by the agency when needed.

Question #8: Is there any preference given to local vendors?

Response #8: Please refer to section 15 and 15a in the "Instructions to Bidders" document.

Question #9: What gaps are you looking to fill that current vendors didn't provide? if none, have you been satisfied with services provided by your current vendors?

Response #9: No gaps. The State does not offer subjective comments on previous contracts.

Question #10: Does the State expect any active contingent personnel to be transitioned to the new talent supplier? If so, how many resources are in the affected population?

Response #10: No. Talent will not be transitioned. Delivery orders are valid up to a maximum of one year from the start date of the temporary worker. At the end of the delivery order term, the agency will be required to issue a new delivery order if the staffing need continues to exist.

Question #11: Does the State have tenure limits for contingent labor? If so, how are they enforced?

Response #11: See response #6.

Question #12: What is the State's expected invoicing schedule (weekly, bi-weekly, monthly)?

Response #12: Please refer to Item #14 Payment in Arrears located in the General Terms & Conditions.

Question #13: Does the State currently utilize (or plan to utilize post-RFP award) a Master Services Provider (MSP) or a Vendor Management System (VMS)? If yes, are there associated fees that we should be taking into account when assessing our pricing capabilities?

Response #13: No. The State does not utilize a MSP or VMS plan.

Question #14: Are there additional transactional costs related to the State's organization (e.g., program/VMS fees) we should take into account when assessing our pricing?

Response #14: The WV Purchasing Division requires an annual Vendor Registration fee of \$125.00 dollars prior to the awarding of a contract. More information may be obtained from the Purchasing Division's website at:

<https://www.state.wv.us/admin/purchase/vrc/default.html>

Vendors must also be compliant with other State Agencies such as the WV Secretary of State, Tax, Workers Comp, etc.

Question #15: Please describe any overriding factors that tend to impact pay rates, length of assignments, or bill rates at your organization, such as federal/state acts, union requirements, and/or the State guidelines?

Response #15: Please refer to all solicitation documents published with this RFQ.

Question #16: Does the State have mandatory PTO for contingent labor? If so, what is the expectation and does the State want this billed separately or factored into the markup/bill rate?

Response #16: No Paid Time Off is available for staffing supplied under this contract. Please refer to the specifications for related information.

Question #17: Will the State be providing all equipment and workspaces needed for office-based positions?

Response #17: Yes.

Question #18: What personal protection equipment (PPE) is required by the State and for which roles? What equipment is provided by the State versus what the vendor needs to provide? Will PPE be billed at cost to the State?

Response #18: Any Agency requesting a temporary staff worker should provide their necessary PPE requirements and list what they will supply the temporary worker. No additional PPE charges may be billed to the agency to fulfill the PPE requirements. See Item #17 "ADDITIONAL FEES" located in the General Terms & Conditions document for additional information.

Question #19: What is the State's experience with overtime as a percent (%) of total hours billed?

Response #19: This information is not available.

Question #20: We understand that the contract will be awarded for an initial one-year period, with the State's option to renew for three additional 1 year periods. Will there be any consideration for pricing increases for the optional three 1 year periods?

Response #20: Please refer to specifications section 4.1.3 Fee Adjustment.

Question #21: Will all selected vendors receive the order at the same time? If not, with the award to potential multiple vendors, can you provide your process to deliver orders to the vendors? What will define your process - lowest price or fastest processing of the order?

Response #21: Contracts will be awarded at the same time. Please refer to specification section 4.1.15 Agency Ordering Procedures and specification 5.1 Contract Award.

Question #22: To ensure FCRA compliance, it is our company's policy to provide clients with an attestation of completion of background check pursuant to client's requirements, but not the actual results. Will the State accept letters of attestation in lieu of actual background check results?

Response #22: The State will not accept letters of attestation in lieu of the actual background check results. Please refer to Item #41 "BACKGROUND CHECK" located in the General Terms & Conditions document for additional information.

Question #23: Will WBE/MBE/DBE certifications from states other than Michigan be acceptable in this bid?

Response #23: Please refer to item 16 Small, Women-owned, or Minority-owned Businesses located in the Instructions to bidders document.

Question #24: If government-mandated costs or expenses are enacted during the contract term, will respondents be allowed to request rate increases to cover these higher rates?

Response #24: Please see response #20.

Question #25: At what point in the RFP process would you like an ACORD proof of insurance document?

Response #25: Please refer to Section 8: "Insurance" located in the General Terms & Conditions.

Question #26: Pricing Form- For all of the 4 Regions, it appears that the pricing form for the counties located at the complete right of the form do not have the ability to auto-calculate. Is this the proper state of the form or will there be changes?

Response #26: This is the proper state of the pricing pages.

Question #27: What documents does the State require from a vendor in order to properly submit a bid for this RFP?

Response #27: Any document or information required to be submitted with the bid are identified in the solicitation documents. Please refer to item #23 "WITH THE BID REQUIREMENTS" located in the Instruction to Bidders document for additional information.

Question #28: What is the estimated budget for this RFQ? If unknown, please specify previous spending.

Response #28: Please see Response #3 and Response #4.

Question #29: Is this a single or multiple award RFQ?

Response #29: Multiple. Also see Response #5.

Question #30: Is this a new requirement? If not, please provide the current vendor(s) providing the service and how are the current services being procured? Apart from end of tenure, is there any other reason to release this solicitation? Are there any pain points?

Response #30: Please refer to Specification section 1 Purpose and Scope.

Question #31: Please provide the total number of temporary staffs on current assignments? Provide the job classification of each worker, vendor assigning the temporary employee, and the pay/bill rate for the temporary employee.

Response #31: Please refer to Response #1 and #2 and #30.

Question #32: Please provide a copy of the proposal of all current vendors providing temporary staffing, including rate/cost sheets.

Response #32: Please see Response #30.

Question #33: What are the most frequently used job categories in the subject matter RFQ?

Response #33: Please see Response #1.

Question #34: What is the average length of the assignment?

Response #34: The Purchasing Division does not have this information. See Response #10 for additional information.

Question #35: List of benefits current employees receiving from the incumbent.

Response #35: The Purchasing Division does not employee benefit information.

Question #36: List of client mandates holidays?

Response #36: WV Code §2-2-1 specifies State holidays. You may review these at <https://law.justia.com/codes/west-virginia/2011/chapter02/article2/2-2-1/>

Question #37: List of vacation and holidays current employees receiving from the incumbent.

Response #37: Per Specification section 4.1.2.2 temporary staffing employees may be required to work holidays. The requirements will be listed by the State agency requesting the temporary worker.

Question #38: What is Mandate Living Wage and Supplemental benefits?

Response #38: WV minimum wage and related information can be viewed on the WV Division of Labor website: https://labor.wv.gov/Wage-Hour/Minimum_Wage/Pages/Minimum-Wage-and-Maximum-Hour-FAQs.aspx

Question #39: Details on benefits package current incumbent providing temp staff.

Response #39: See Response #35.

Question #40: Is there any preference to local vendor?

Response #40: See Response #8.

Question #41: Is it mandatory to take SMALL, WOEMEN-OWNED, OR MINORITY-OWNED BUSINESSES as sub-contractor? If yes, how much weightage will be given in proposal evaluation?

Response #41: No.

Question #42: Can you provide specific format for RFQ?

Response #42: Do not understand the question. Everything required for a solicitation response is listed in the RFQ documents.

Question #43: Can you please provide the list of forms/attachments we need to attach with the proposal?

Response #43: See Response #27:

Question #44: Do we need to provide live or sample resumes with each job title listed in the solicitation? If yes, how much per job title?

Response #44: Resumes are not required in this RFQ.

Question #45: Do we need to submit Disclosure of Interested Parties to Contracts form with the proposal?

Response #45: See Response #27.

Question #46: Do you anticipate extending the bid due date?

Response #46: Not at this time. Any change will be communicated by Addenda.

Question #47: What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?

Response #47: Job classifications will be awarded by region to the lowest responsible bidder meeting all mandatory specifications.

Question #48: Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com/free?

Response #48: No.

Question #49: Other than your website, where was this bid posted?

Response #49: The Purchasing Division uses the WV Vendor Self Service Portal for bid notifications. The web link is <https://prod-fin-vss.wvoasis.gov/webapp/prdvss11/AltSelfService>

Question #50: This is in regards to the subject mentioned RFP. We would like to confirm if there is any possibility for portal submission if the proposals.

Response #50: Bids may be uploaded on the WV Vendor Self Service Portal. See Response #49 for the web link.

Question #51: From the Pricing Page template, please define Withholding Rate.

Response #51: Please see Specification section 2.6 for the definition.

Question #52: How many suppliers are you looking to award this business to?

Response #52: Please refer to Specification section 5.1 Contract Award.

Question #53: What is the biggest determining factor in your decision making process?

Response #53: Lowest Bid meeting all mandatory specifications.

Question #54: What was the spend for Contingent/Temporary Labor in 2019?

Response #54: Please see Response #3.

Question #55: What is the average duration of a contract assignment?

Response #55: Please see Response #6.

Question #56: In Section 5.2, Pricing Page within the Specifications Document it states "Vendor should complete the Pricing Pages for each job classification in the(y) intend to provide temporary workers. Failure to complete the Pricing Pages(s) in its entirety for each job classification in each Region bid by the vendor may result in Vendor's bid being disqualified." Please clarify- are vendors required to submit pricing for all positions or will bids providing pricing for select positions be accepted? Furthermore, are the vendors required to submit pricing for each region listed?

Response #56: Vendors are only required to bid on the job classification(s) they wish to provide in the Region(s) they wish to supply temporary staffing. Vendors do not have to bid all classifications or regions to be considered for an award.

Question #57: In Section 11. Miscellaneous, of the Specifications Document, the state requires the identification of a Vendor's Contract Manager and contact information. Does the state want this information submitted with the Vendor's bid? Please specific how the state would like this information to be presented.

Response #57: Per Section 11, Vendor should submit contact information with their bid. Simply complete the fields provided in the section.

Questions #58: Is the state requiring a technical proposal?

Response #58: No. A Technical proposal is only required in a RFP (Request for Proposal). This is a RFQ (Request for Quotation) which does not include a technical proposal format. All requirements for bid submission is included in the published RFQ documents.

Question #59: Does the state require resumes be included with the vendor's bid?

Response #59: No. See Response #44.

Question #60: Does the following list include all the required documents to be included with a vendor's bid?

- Exhibit a Pricing Pages
- Signed Instruction to Bidders and General Terms and Conditions Document
- Signed Purchasing Affidavit
- Signed CRFQ Form
- Exhibit D HIPPA Business Associate Addendum
- Disclosure of Interested Parties to Contracts

Please identify any documents the state would like to receive that are not listed above. Is there a specific order the city would like to see the documents presented?

Response #60: Please see Response #27.

Question #61: Exhibit D HIPPA Business Associate Addendum requires the signature of an Associate. Please confirm the Associate is the Vendor.

Response #61: Yes, the Associate is the Vendor.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0212 SWC2000000004

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input checked="" type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input checked="" type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input checked="" type="checkbox"/> Addendum No. 8 |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input checked="" type="checkbox"/> Addendum No. 9 |
| <input checked="" type="checkbox"/> Addendum No. 5 | <input checked="" type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Choice Staffing, Inc.

Company

Laura Helmick

Authorized Signature

06/25/2020.

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by *W. Va. Code* § 6D-1-2)

Name of Contracting Business Entity: _____ Address: _____

Name of Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: *Laura Helmick*

Date Signed: _____

Notary Verification

State of _____, County of _____:

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this _____ day of _____, _____.

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

REGION 1:

NOTE: If you do not cover entire region, enter XX below the counties where you do supply temporaries.

REQUEST FOR QUOTATION

CRFQ SWC200000004

TEMP21

Temporary Staffing Services

EXHIBIT A

Hancock	Brooke	Ohio	Marshall	Wetzel	Monongalia	Marion	Harrison	Dodridge	Gilmer	Pleasants	Calhoun	Wirt	Wood	Tyler	Ritchie
Classification				Worker Pay Rate		Withholding Rate		Overhead Rate		Total Rate*					
Accounting Technician 2				\$	14.00	\$	2.80	\$	4.20	\$ 21.00					
Administrative Services Assistant 1				\$	15.00	\$	3.00	\$	4.50	\$ 22.50					
Administrative Services Assistant 2				\$	13.00	\$	2.60	\$	3.90	\$ 19.50					
Cook				\$	12.50	\$	2.50	\$	3.75	\$ 18.75					
Custodian				\$	12.50	\$	2.50	\$	3.75	\$ 18.75					
Data Entry Operator2				\$	14.00	\$	2.80	\$	4.20	\$ 21.00					
Executive Secretary				\$	18.00	\$	3.60	\$	5.40	\$ 27.00					
Groundskeeper				\$	12.00	\$	2.40	\$	3.60	\$ 18.00					
Health Service Worker				\$	15.00	\$	3.00	\$	4.50	\$ 22.50					
Laboratroy Assistant 3				\$	14.00	\$	2.80	\$	4.20	\$ 21.00					
Laborer				\$	12.50	\$	2.50	\$	3.75	\$ 18.75					
Mail Runner				\$	12.00	\$	2.40	\$	3.60	\$ 18.00					
Office Assistant 2				\$	15.00	\$	3.00	\$	4.50	\$ 22.50					
Office Assistant 3				\$	13.00	\$	2.60	\$	3.90	\$ 19.50					
Paralegal				\$	20.00	\$	4.00	\$	6.00	\$ 30.00					
Parking Attendant				\$	12.00	\$	2.40	\$	3.60	\$ 18.00					
Word Processor				\$	14.00	\$	2.80	\$	4.20	\$ 21.00					

* Vendor should enter their Worker Rate + Withholding Rate + Overhead Rate and the Total Rate box will automatically calculate.

Vendor Name: Choice Staffing Inc.
Contact Person: Laura Helmick
Phone #: 304-262-6666
Fax #: 304-262-3766
Email: Laura@choicewv.com

Signature: Laura Helmick **Date:** 6/25/2020

REGION 2:

NOTE: If you do not cover entire region, enter XX below the counties where you do supply temporaries.

REQUEST FOR QUOTATION

CRFQ SWC200000004

TEMP21

Temporary Staffing Services

EXHIBIT A

Mason	Cabell	Wayne	Mingo	Logan	Boone	Lincoln	Kanawha	Putnam	Roane	Jackson					
Classification				Worker Pay Rate		Withholding Rate		Overhead Rate		Total Rate*					
Accounting Technician 2				\$	14.00	\$	2.80	\$	4.20	\$	21.00				
Administrative Services Assistant 1				\$	15.00	\$	3.00	\$	4.50	\$	22.50				
Administrative Services Assistant 2				\$	13.00	\$	2.60	\$	3.90	\$	19.50				
Cook				\$	12.50	\$	2.50	\$	3.75	\$	18.75				
Custodian				\$	12.50	\$	2.50	\$	3.75	\$	18.75				
Data Entry Operator2				\$	14.00	\$	2.80	\$	4.20	\$	21.00				
Executive Secretary				\$	18.00	\$	3.60	\$	5.40	\$	27.00				
Groundskeeper				\$	12.00	\$	2.40	\$	3.60	\$	18.00				
Health Service Worker				\$	15.00	\$	3.00	\$	4.50	\$	22.50				
Laboratroy Assistant 3				\$	14.00	\$	2.80	\$	4.20	\$	21.00				
Laborer				\$	12.50	\$	2.50	\$	3.75	\$	18.75				
Mail Runner				\$	12.00	\$	2.40	\$	3.60	\$	18.00				
Office Assistant 2				\$	15.00	\$	3.00	\$	4.50	\$	22.50				
Office Assistant 3				\$	13.00	\$	2.60	\$	3.90	\$	19.50				
Paralegal				\$	20.00	\$	4.00	\$	6.00	\$	30.00				
Parking Attendant				\$	12.00	\$	2.40	\$	3.60	\$	18.00				
Word Processor				\$	14.00	\$	2.80	\$	4.20	\$	21.00				

* Vendor should enter their Worker Rate + Withholding Rate + Overhead Rate and the Total Rate box will automatically calculate.

Vendor Name: Choice Staffing Inc.
 Contact Person: Laura Helmick
 Phone #: 304-262-6666
 Fax #: 304-262-3766
 Email: Laura@choicewv.com

Signature: Laura Helmick Date: 6/25/2020

REGION 3:

NOTE: If you do not cover entire region, enter XX below the counties where you do supply temporaries.

REQUEST FOR QUOTATION

CRFQ SWC200000004

TEMP21

Temporary Staffing Services

EXHIBIT A

Lewis	Upshur	Randolph	Pendelton	Hardy	Grant	Hampshire	Mineral	Morgan	Berkeley	Jefferson	Tucker	Barbour	Taylor	Preston	
Classification				Worker Pay Rate		Withholding Rate		Overhead Rate		Total Rate*					
Accounting Technician 2				\$	14.00	\$	2.80	\$	4.20	\$ 21.00					
Administrative Services Assistant 1				\$	15.00	\$	3.00	\$	4.50	\$ 22.50					
Administrative Services Assistant 2				\$	13.00	\$	2.60	\$	3.90	\$ 19.50					
Cook				\$	12.50	\$	2.50	\$	3.75	\$ 18.75					
Custodian				\$	12.50	\$	2.50	\$	3.75	\$ 18.75					
Data Entry Operator2				\$	14.00	\$	2.80	\$	4.20	\$ 21.00					
Executive Secretary				\$	18.00	\$	3.60	\$	5.40	\$ 27.00					
Groundskeeper				\$	12.00	\$	2.40	\$	3.60	\$ 18.00					
Health Service Worker				\$	15.00	\$	3.00	\$	4.50	\$ 22.50					
Laboratroy Assistant 3				\$	14.00	\$	2.80	\$	4.20	\$ 21.00					
Laborer				\$	12.50	\$	2.50	\$	3.75	\$ 18.75					
Mail Runner				\$	12.00	\$	2.40	\$	3.60	\$ 18.00					
Office Assistant 2				\$	15.00	\$	3.00	\$	4.50	\$ 22.50					
Office Assistant 3				\$	13.00	\$	2.60	\$	3.90	\$ 19.50					
Paralegal				\$	20.00	\$	4.00	\$	6.00	\$ 30.00					
Parking Attendant				\$	12.00	\$	2.40	\$	3.60	\$ 18.00					
Word Processor				\$	14.00	\$	2.80	\$	4.20	\$ 21.00					

* Vendor should enter their Worker Rate + Withholding Rate + Overhead Rate and the Total Rate box will automatically calculate.

Vendor Name: Choice Staffing, Inc
 Contact Person: Laura Helmick
 Phone #: 304-262-6666
 Fax #: 304-262-3766
 Email: Laura@choicewv.com

Signature: Laura Helmick

Date: 6/25/2020

REGION 4:

NOTE: If you do not cover entire region, enter XX below the counties where you do supply temporaries.

REQUEST FOR QUOTATION

CRFQ SWC200000004

TEMP21

Temporary Staffing Services

EXHIBIT A

Braxton	Clay	Nicholas	Fayette	Raleigh	Wyoming	McDowell	Mercer	Summers	Greenbrier	Pocahontas	Webster	Monroe			
Classification				Worker Pay Rate		Withholding Rate		Overhead Rate		Total Rate*					
Accounting Technician 2				\$	14.00	\$	2.80	\$	4.20	\$	21.00				
Administrative Services Assistant 1				\$	15.00	\$	3.00	\$	4.50	\$	22.50				
Administrative Services Assistant 2				\$	13.00	\$	2.60	\$	3.90	\$	19.50				
Cook				\$	12.50	\$	2.50	\$	3.75	\$	18.75				
Custodian				\$	12.50	\$	2.50	\$	3.75	\$	18.75				
Data Entry Operator2				\$	14.00	\$	2.80	\$	4.20	\$	21.00				
Executive Secretary				\$	18.00	\$	3.60	\$	5.40	\$	27.00				
Groundskeeper				\$	12.00	\$	2.40	\$	3.60	\$	18.00				
Health Service Worker				\$	15.00	\$	3.00	\$	4.50	\$	22.50				
Laboratroy Assistant 3				\$	14.00	\$	2.80	\$	4.20	\$	21.00				
Laborer				\$	12.50	\$	2.50	\$	3.75	\$	18.75				
Mail Runner				\$	12.00	\$	2.40	\$	3.60	\$	18.00				
Office Assistant 2				\$	15.00	\$	3.00	\$	4.50	\$	22.50				
Office Assistant 3				\$	13.00	\$	2.60	\$	3.90	\$	19.50				
Paralegal				\$	20.00	\$	4.00	\$	6.00	\$	30.00				
Parking Attendant				\$	12.00	\$	2.40	\$	3.60	\$	18.00				
Word Processor				\$	14.00	\$	2.80	\$	4.20	\$	21.00				

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Vendor Name: Choice Staffing Inc.
Contact Person: Laura Helmick
Phone #: 304-262-6666
Fax #: 304-262-3766
Email: Laura@choicewv.com

Signature: Laura Helmick

Date: 6/25/2020

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
 - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
 - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
 - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
 - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
 - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
 - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
 - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
 - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. **Support of Individual Rights.**

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyli.htm and,

unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

State of West Virginia
Name of Agency: WV Purchasing Division

Name of Associate: Laura Helmick

Signature: _____

Signature: *Laura Helmick*

Title: _____

Title: Marketing and Staffing Director

Date: _____

Date: 06/25/2020

Form - WVBAA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jun 20 13
Patrick Morrissey
Attorney General
BY *[Signature]*

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: _____

Name of Agency: State of West Virginia, WV Purchasing Division

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

Included but not limited to the following:

- Personal Health Information
- Personal Identifiable Information
- Social Security Number
- Addresses
- Tax Identification Information
- Personal Phone Numbers
- All Correspondence marked Confidential
- Financial Information
- Financial Account number
- Credit Card Numbers
- Debit Card Numbers,
- Driver's License Numbers,
- State ID Numbers
- Marital Status
- Home Address

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
 - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
 - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
 - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
 - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
 - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
 - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
 - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
 - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. **Support of Individual Rights.**

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyli.htm and,

unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

State of West Virginia
Name of Agency: WV Purchasing Division

Name of Associate: Laura Helmick

Signature: _____

Signature: *Laura Helmick*

Title: _____

Title: Marketing and Staffing Director

Date: _____

Date: 06/25/2020

Form - WVBAA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jun 20 13
Patrick Morrissey
Attorney General
BY *[Signature]*

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: _____

Name of Agency: State of West Virginia, WV Purchasing Division

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

Included but not limited to the following:

Personal Health Information
Personal Identifiable Information
Social Security Number
Addresses
Tax Identification Information
Personal Phone Numbers
All Correspondence marked Confidential
Financial Information
Financial Account number
Credit Card Numbers
Debit Card Numbers,
Driver's License Numbers,
State ID Numbers
Marital Status
Home Address

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Choice Staffing, Inc.

Authorized Signature: *Laura Helmick* Date: 06/25/2020

State of West Virginia

County of Berkeley, to-wit:

Taken, subscribed, and sworn to before me this 25th day of June, 2020.

My Commission expires 10/25, 2022.

AFFIX SEAL HERE

NOTARY PUBLIC Laura Helmick

**Statewide Contract
CRFQ 0212 SWC200000004
TEMPORARY STAFFING SERVICES
(TEMP21)**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids to establish a statewide open-end contract for 17 specific temporary job classifications commonly required by State Agencies. Agencies will utilize the contract for each job classification at time of need.

Job classification requirements for each position are included as **Attachment_1**.

This solicitation is intended to replace the expiring Statewide Contract for Temporary Workers (TEMP16) expiring 07/14/2020. The TEMP16 (16A thru 16G) contracts can be viewed on the Purchasing Division's Statewide Contracts page at:

<http://www.state.wv.us/admin/purchase/swc/TEMP.htm>

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

- 2.1 “Contract Services”** means 17 specific temporary job classifications commonly required by the West Virginia State Agencies as more fully described in these specifications.
- 2.2 “Pricing Page”** means the pages, contained wvOASIS or attached hereto as **Exhibit_A**, upon which Vendor should list its proposed price for the Contract Services.
- 2.3 “Solicitation” or “Request for Quotation (RFQ)”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.4 “Temporary Employee”** means an employee provided by a vendor awarded a contract under this Solicitation, to an agency of the State of West Virginia on a temporary basis.
- 2.5 “CNA”** means Central Non-Profit Agency bidding on this solicitation and is awarded a contract.
- 2.6 “Withholding”** means any fee, tax or other sum of money required to be withheld from an employee's paycheck by federal, state, county, or municipal governing bodies.

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2.7 “Overhead Rate” means any fee, markup, or other sum of money that the vendor deems as cost associated with their ability to provide the services requested in the solicitation and is not part of the Worker Pay Rate or “Withholding Rate” listed in Section 2 Subsection 2.6 of these specifications.

3. QUALIFICATIONS: Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. NOTE: If a Vendor awarded a contract subsequent to the RFQ observes any periods of shutdowns for more than a public holiday or a weekend, that information must be provided to the West Virginia State Agencies that they have provided temporary employees. An emergency telephone number must be supplied to permit the State Agencies a contact at the temporary agency during any overtime hours worked.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Payment:

4.1.1.1 Agencies shall pay Vendor for all temporary services in accordance with the rates established by the Contract as shown on the Pricing Pages. The only exceptions include overtime and holiday pay and authorized travel. The Vendors billing rate for each job classifications shall include all costs associated with facilitating the temporary employment (e.g. employee compensation/worker rate, withholding, and overhead), as well as any and all insurance, taxes and other costs associated with employment of the Temporary Employees.

4.1.2 Overtime and Holiday Pay:

4.1.2.1 Temporary Employees may work more than forty (40) hours in a week. Any Temporary Employee working in excess of forty (40) hours per week must obtain prior authorization from the agency.

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4.1.2.1.1 Vendor shall bill and Agency shall pay 1.5 times the hourly billing rate contained on the Pricing Pages for all authorized work in excess of forty (40) hours per week.

4.1.2.2 Temporary Employees may work on days recognized as a holiday by the State of West Virginia. Vendor shall bill and Agency shall pay 1.5 times the hourly billing rate for any work performed on days recognized as a holiday by the State of West Virginia.

4.1.2.3 In any instance where the Agency is billed 1.5 times the hourly billing rate, Vendor must pay the Temporary employee 1.5 times the Temporary Employee's normal wage.

4.1.3 Fee Adjustment:

4.1.3.1 The State of West Virginia may consider a vendor's request to increase the hourly billing rate only if the federal or state minimum wage rate changes during the life of the contract and that rate change entitles the Temporary Employee to an increased salary. Any adjustment shall be based on the actual dollar value of the increase not a percentage. A request to increase the hourly billing rate by the Vendor may result in a change to the Vendor's priority level.

4.1.3.2 Any request for an increase should be submitted to the Purchasing Division thirty (30) calendar days prior to the effective date of the increase and the contract may be amended accordingly or cancelled and re-bid. No other increases will be considered.

4.1.4 Time Card:

4.1.4.1 The Vendors shall supply all Temporary employees with timecards. Hours worked shall be reviewed and approved on a daily or weekly basis by the State Agency's area supervisor or designee. Computer generated time keeping is acceptable as long as the time record is updated daily.

4.1.5 Conduct and Management:

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4.1.5.1 The Vendors shall be responsible for the conduct and management of the Temporary employee provided through this Contract and the Temporary employee are and shall remain the employees of the contractor. The State of West Virginia shall in no way be considered a co-employer.

4.1.6 One-Week Notice of Temporary Employee Replacement

4.1.6.1 Vendors shall provide one-week notice, except in cases of a bona fide emergency, should Vendor be required to replace the existing Temporary Employee or provide a new Temporary Employee. The State Agency is not required to justify any request to replace a Temporary Employee, nor are the State Agencies required to give advance notice.

4.1.7 Smoke Free and Drug Free:

4.1.7.1 Vendors shall advise their employees that the State Agencies require a smoke free and drug free workplace. This Contract may require drug testing of the Vendor's employees for specific placements.

4.1.7.2 Please note that, if requested Vendors will be responsible to pay for drug testing.

4.1.8 Background Check/References:

4.1.8.1 State Agencies may request background checks and/or references for any Temporary Employee. State Agencies may request to interview the Temporary Employee prior to filling the positions to verify the individual has the qualification for the temporary assignment.

4.1.8.2 Please note that, if requested, Vendors will be responsible to pay for background check.

4.1.9 HIPAA Business Associate Addendum:

4.1.9.1 The HIPAA requirements are attached as **Exhibit_D**. This must be signed by the Vendors and returned prior to issuance of any Contract.

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4.1.10 Ethics in Public Contracting:

4.1.10.1 By submitting a bid and awarded a contract, the Vendor certifies the temporary services contract is entered into without collusion or fraud and the Vendors has neither offered nor received any inducements from any individual(s), public or private, in the preparation and pricing of the services to be provided.

4.1.11 Immigration Reform and Control Act of 1986:

4.1.11.1 Vendors shall provide temporary workers which are in compliance with the Immigration Reform and Control Act of 1986 (or most current immigration laws).

4.1.12 Equal Employment Opportunity:

4.1.12.1 Vendors shall be an Equal Opportunity Employer and shall take all employment actions without regard to an individual's race, color, national origin, ancestry, sex, religion, age, physical handicap, disability or political affiliations.

4.1.13 Reports:

4.1.13.1 In addition to what is covered by the General Terms and Conditions on this solicitation, Quarterly reports required from the Vendors must contain:

- Identification of each Temporary Employee (complete name).
- Classification of each Temporary Employee.
- State Agencies where each Temporary Employee is working.
- Number of hours each Temporary Employee has worked (for each quarter, YTD, and since initially beginning work for any State Agency).
- The Hourly pay rate for each Temporary Employee.
- Total dollars paid to the Temporary Employee.

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NOTE: These reports are mandatory; failure to adhere to this may result in the cancellation of the Contract. Such reports must be sent electronically (excel document) to each agency utilizing this Contract and to the buyer responsible for this Contract at the Purchasing Division. These reports will be provided in Excel format and sent via email on a quarterly basis to Mark.A.Atkins@wv.gov as follows:

<u>PERIOD END</u>	<u>REPORT DUE</u>
December 31	February 28
March 31	May 31
June 30	August 31
September 30	November 30

4.1.14 Exception labor Sources:

4.1.14.1 There are certain labor services available to the State Agencies outside of the temporary services contracts, and the issuance of the temporary service contracts shall not alter or interfere with the existing laws, policies, and/or procedures for the use of these exceptional labor sources. Some example of these sources include:

- Division of Personnel's temporary personnel registers.
- Other State Agencies.
- The CNA.
- Prison labor.
- Students from institutions of higher learning.
- Volunteers.

4.1.15 Agency Ordering Procedures:

4.1.15.1 When the Contract(s) are issued, the State Agencies will receive a spreadsheet to identify the lowest cost supplier for each classification, according to regions. In instances where the CNA bids on a Temporary Employee classification, the CNA may receive a priority contract even though it is not the lowest cost supplier for that classification.

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4.1.15.2 If the CNA bids and is awarded a Contract, the CNA will have first priority for providing that Temporary Employee classification even if the CNA is not the lowest cost supplier and State Agencies shall first contact the CNA using TSCS Form (Temporary Services Contract Sheet) or TSCN Form (Temporary Services Change Notice) to fill a position in the Temporary Employee classification awarded to the CNA. CNA shall reply to the State Agency within forty-eight (48) hours. A reply from the CNA indicating an unwillingness or inability to supply a Temporary Employee shall operate as a waiver from the CNA and must be retained by the State Agency. When the CNA is unable to supply the Temporary Employee or does not respond to the Agency within forty-eight (48) hours, the awarded Vendor with the lowest hourly rate for that position in the region in question shall be contacted. If the Temporary Employee sent by the CNA is unable or unwilling to perform the job duties, the State Agency may request a waiver from the CNA and contact the next Vendor if a waiver is granted.

Delivery Orders in excess of \$25,000.00 shall require processing as Centralized Delivery Orders through the WV State Purchasing Division. Order of \$25,000.00 or under will be processed as Agency Delivery Orders. Signed, dated vendor quote shall be included with each Delivery Order (i.e., scanned and electronically attached in WVOasis).

4.1.15.3 A Vendor providing services for this Contract shall respond to any request for a Temporary Employee within forty-eight (48) hours of receiving the request unless the request is identified by the Agency as an emergency. When a Temporary Employee is required on an emergency basis, the State Agency may require an expedited response from the CNA or a Vendor providing the Temporary Employee under this Contract.

4.1.15.4 State Agencies must send a Delivery Order to the Vendor to initiate the procurement of temporary services. The Delivery Order shall contain a description of the services required, job location within the relevant region, job classification, hourly

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billing rate and number of hours required, and start and end dates of the assignment. All Delivery Orders shall be completed by the ordering State Agency. Waivers from the CNA must be attached to all invoices processed through the West Virginia State Auditor's office.

4.1.15.5 At the discretion of each West Virginia State Agency, the form attached as **Exhibit_B Temporary Worker Request Form** may be required prior to accepting a Temporary Employee offered by any Vendor. If this form is used, it shall detail the job description, acceptable dress code, overtime requirements, and any other pertinent information the State Agency finds relevant. This will ensure that all Temporary Employees arriving at a West Virginia State Agency will have a full understanding of all that is required of them for the temporary position. If requested by the State Agency, this form must be signed by the Vendor and the Temporary Employee, indicating that both the worker and the Vendor understand and accept the restriction and requirements for the temporary position. The State Agency may also use this form to list any prohibited activities by the Temporary Employee (discussion of pay, cell phone use, internet privileges, tobacco use, etc.).

4.1.15.6 If CNA or any Vendor has indicated they can fill the position and the temporary worker does not report for the temporary position without a reasonably acceptable explanation (in the opinion of the West Virginia State Agency), the State Agency may then go to the next low bidder to fill the temporary position.

4.1.16 Absent Temporary Workers:

4.1.16.1 All Vendors (including CNA) must notify the West Virginia State Agency immediately upon learning that a Temporary Employee will be tardy or will be absent from work. The Vendor must instruct its employees that they must report absences to the Vendor and Vendor will communicate the absence to the State Agency. Failure to notify the State Agency of an absent employee is

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grounds to move on to the next bidder to fill the position. Information for Temporary Employees supplied through the CNA should be reported to the CNA and the CNA will report the absence to the State Agency.

Note: It is strongly recommended to the Vendors that they check with each temporary worker one day prior to the beginning of the assignment to verify the start date. Vendors with a high percentage of “no shows” or a history of sending unacceptable temporary workers may be removed from the contract.

4.1.17 Removing a Temporary Worker:

4.1.17.1 Whenever a Temporary Employee is to be relieved of duties, the West Virginia State Agency shall notify the Vendor. Whenever this removal is due to behavior and/or other unacceptable problem, the Vendor shall assist the State Agency in retrieving the electronic pass card whenever one has been issued.

4.1.18 Solicitation for Temporary Employee’s:

4.1.18.1 Vendor shall not solicit work from the West Virginia State Agencies. When the need arises for a Temporary Employee, the State Agency shall make the necessary contact. Solicitation for work for temporary workers is strictly prohibited.

4.1.19 Hiring of Temporary Workers/Credit Applications:

4.1.19.1 There shall be no fee incurred by the State of West Virginia if an Agency decides to hire a Temporary Employee into a permanent position.

4.1.19.2 Vendor shall not require a credit application to be completed by any State Agency.

4.1.19.3 Vendor shall not request nor require any additional forms, policy statements, etc. to be signed by any State Agency.

4.1.19.4 No additional terms and conditions shall be requested or required by Vendors to any State Agency for any position filled through this contract.

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4.1.20 Temporary Worker's Job Classifications (job description and requirements will be provided as Attachment_1).

- 4.1.20.1** Accounting Technician 2
- 4.1.20.2** Administrative Services Assistant 1
- 4.1.20.3** Administrative Services Assistant 2
- 4.1.20.4** Cook
- 4.1.20.5** Custodian
- 4.1.20.6** Data Entry Operator 2
- 4.1.20.7** Executive Secretary
- 4.1.20.8** Groundskeeper
- 4.1.20.9** Health Service Worker
- 4.1.20.10** Laboratory Assistant 3
- 4.1.20.11** Laborer
- 4.1.20.12** Mail Runner
- 4.1.20.13** Office Assistant 2
- 4.1.20.14** Office Assistant 3
- 4.1.20.15** Paralegal
- 4.1.20.16** Parking Attendant
- 4.1.20.17** Word Processor

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract award may be limited to the three (3) lowest bidders meeting the specifications in each job classification for each Region including the CNA. Under this scenario, it will be possible for a Vendor to be awarded a contract for only a portion of the temporary positions they bid on.

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5.2 Pricing Page: The West Virginia Purchasing Division has divided the State into four (4) geographical Regions (see **Exhibit_C**). The Vendor should provide billing information for each job classification for each Region they are bidding in the appropriate pricing page.

Vendor should complete the Pricing Pages (**Exhibit_A**) for each region (1 thru 4) they are interested in supplying temporary workers by providing an hourly rate paid to the Temporary Worker (Worker Pay rate), Withholding, and Overhead rates. Those three (3) items will be added to determine the **Total Rate** amount for each job classification in the region the Vendor is bidding. The **Total Rate** amount will be the rate used in the award evaluation and will be the rate charged to the agency utilizing the vendors contract for the temporary worker requested for each job classification.

Vendor should complete the Pricing Pages for each job classification they intend to provide temporary workers. Failure to complete the Pricing Page(s) in its entirety for each job classification in each Region bid by the vendor may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The pricing pages have been formatted to automatically calculate the Total Rate amount when the Temporary Worker (Worker Pay rate), Withholding, and Overhead rates are entered. Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate.

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. This Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

- 7. PAYMENT:** Agency shall pay hourly rate as shown on the Pricing Pages **Total Rate** amount, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

- 8. TRAVEL:** Vendor will only be paid for Temporary Employee's travel in instances where the State Agency specifically provides written authorization for the Temporary Employee to travel. Vendor shall only bill for time that Temporary Employees are working at a designated temporary employment location or on approved travel. Vendor shall not bill for travel from the Temporary Employee's home to the designated temporary employment

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location. The Vendor shall be reimbursed for a Temporary Employees travel expenses in accordance with the State of West Virginia travel regulations.

9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

- 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

- 10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.1.2.** Failure to comply with other specifications and requirements contained herein.
- 10.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

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10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Laura Helmick
Telephone Number: (304) 262-6666
Fax Number: (304) 262-3766
Email Address: Laura@choicevw.com



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 34 — Service - Prof

Proc Folder: 738312

Doc Description: Addendum_1: SWC -TEMPORARY STAFFING SERVICES

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2020-06-18	2020-06-25 13:30:00	CRFQ 0212 SWC2000000004	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Choice Staffing, Inc.
 167 Eagle School Rd.
 Martinsburg WV. 25404
 304-262-6666

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature X *Laura Helmick*

FEIN # 20-8310517

DATE 06/25/2020

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

ADDENDUM_1

Addendum_1 is issued for the following:

1. To publish the Purchasing Division's response to the questions submitted by Vendors during the Technical Questioning period.

No other changes made.

The West Virginia Purchasing Division is soliciting bids to establish a statewide open-end contract for 17 specific temporary job classifications commonly required by State Agencies, per the attached documents.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	TEMPORARY EMPLOYEE SERVICES	0.00000	JOB		

Comm Code	Manufacturer	Specification	Model #
80111600			

Extended Description :

TEMPORARY EMPLOYEE SERVICES:

Note: Vendor shall use Exhibit_A Pricing Page(s) for bid pricing.

If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 10:00 am EDT	2020-06-16

SWC2000000004	Document Phase Final	Document Description Addendum_1: SWC -TEMPORARY STAFFING SERVICES	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

