



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Solicitation

NUMBER
TEMP14

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

V
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R

*C18080002 01 304-346-9617
 MANPOWER TEMPORARY SERVICES
 503 PENNSYLVANIA AVE
 CHARLESTON WV 25302

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ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED
12/05/2013

BID OPENING DATE: 01/07/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
STATEWIDE OPEN-END CONTRACT						
THE PURCHASING DIVISION IS SOLICITING BIDS FOR A STATEWIDE OPEN-END CONTRACT TO PROVIDE TEMPORARY WORKER SERVICES FOR STATE AGENCIES AND POLITICAL SUBDIVISIONS.						
0001	1	JB		946-10-01-001		SEE ATTACHED
				TEMPORARY EMPLOYEE SERVICES		
***** THIS IS THE END OF RFQ TEMP14 ***** TOTAL:						SEE ATTACHED

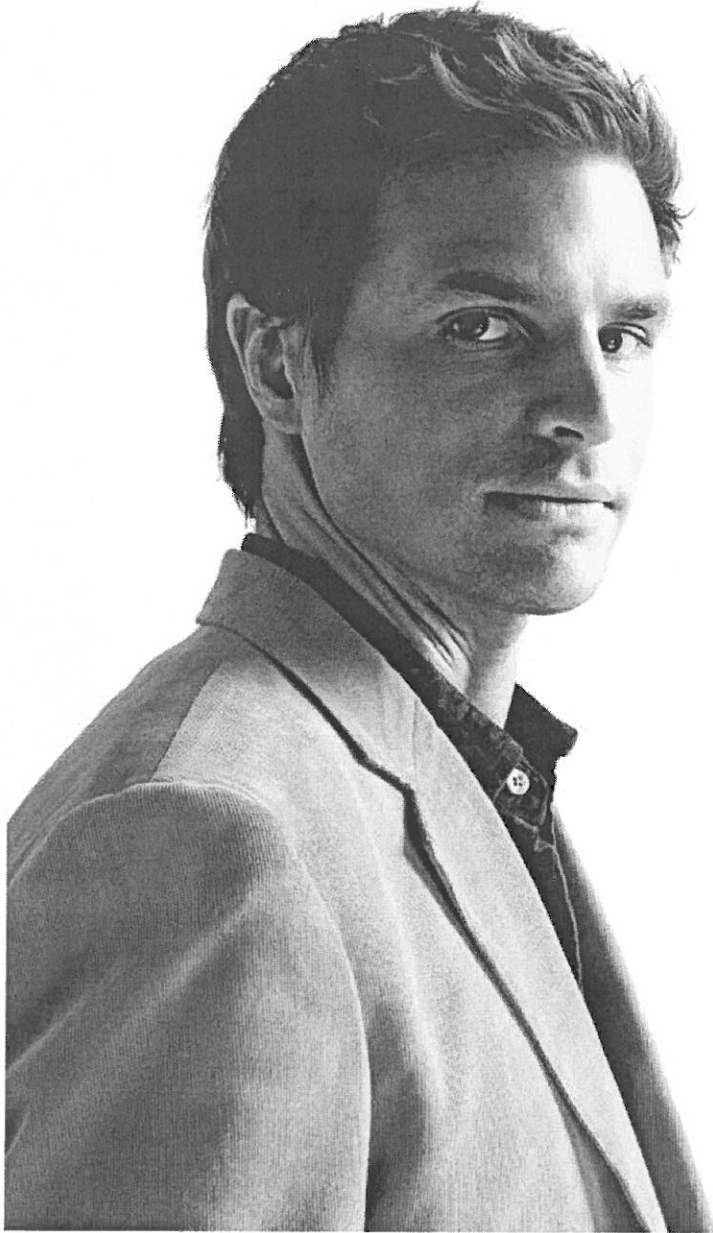
01/07/14 11:59:46AM
 West Virginia Purchasing Division

SIGNATURE <i>Marlene Strong-Preisler</i>	TELEPHONE 804-346-9617	DATE JANUARY 6, 2014
TITLE President	FEIN 55-0741834	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Prepared for
The State of West Virginia

January 6, 2014



Manpower®



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 600 RENAISSANCE CENTER, SUITE 2100 DETROIT, MI 48243 Attn: F:313.393.6950		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED DTS SYSTEMS INC. dba MANPOWER OF WV, INC. 528 5TH AVE HUNTINGTON, WV 25708-0385		INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company State Of Pennsylvania INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
AMIC --99-13-14		NAIC # 19429	

COVERAGES **CERTIFICATE NUMBER:** CHI-004384447-07 **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC020341962	03/01/2013	03/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Workers' Compensation does not apply to monopolistic states (ND, OH, WA, AND WY), Puerto Rico, or the Virgin Islands.

CERTIFICATE HOLDER *****	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. John C Hurley

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ManpowerGroup™

Insurance

AON Risk Services, Inc. of Wisconsin
Two Plaza East, Suite 450
330 East Kilbourn Avenue
Milwaukee, WI 53202

Issued at the request of: State of West Virginia
Date: 01/06/2014
Name of Insured: Manpower Franchises LLC, its subsidiaries and affiliates

The undersigned insurers by their duly authorized agents hereby certify that the insurance referred to opposite their names is in effect.

Coverages for which insurance is afforded	Limits of liability	Insurers
Blanket Excess Liability Policy No. 79850970 Expiration Date: 3/1/13	\$25,000,000 each occurrence \$25,000,000 aggregate Bodily Injury and Property Damage	Federal Insurance Company By <u>Richard J. Ludwig</u> Authorized Agent
General Liability Including Contractual Property Damage Liability Bodily Injury Liability Policy No. MP 3520-77-90 Expiration Date: 3/1/13	\$1,000,000 each occurrence \$1,000,000 products aggregate \$2,000,000 general aggregate	Federal Insurance Company By <u>Richard J. Ludwig</u> Authorized Agent
*Automobile Liability Hired, Non-owned Bodily Injury Liability Property Damage Liability Policy No. 73508789 Expiration Date: 3/1/13	\$1,000,000 each occurrence	
Third Party Crime Policy No. MP 3520-77-90 Expiration Date: 3/1/13	\$2,000,000 each occurrence	Federal Insurance Company By <u>Richard J. Ludwig</u> Authorized Agent

*Applies as secondary coverage only.
Primary coverage is customer responsibility.

The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.
Limits shown may have been reduced by paid claims.

Should any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

MANPOWER

(Company)

Diane W. Strong-Treister

(Authorized Signature)

DIANE W. STRONG-TREISTER, PRESIDENT

(Representative Name, Title)

304.346.9617 304.345.4156

(Phone Number)

(Fax Number)

JANUARY 6, 2014

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: TEMP14

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

MANPOWER
 Company
Daniel W. Strong-Preister
 Authorized Signature
January 6, 2013
 Date

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

REQUEST FOR QUOTATION
[TEMP14] [Statewide Temporary Staffing Services]

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.

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. Cancellation of the Contract.

10.2.2. 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: DIANE W. STRONG-TREISTER
 Telephone Number: (304) 346.9617
 Fax Number: (304) 345.7390
 Email Address: DIANE.STRONG@MANPOWER.COM

PRICING PAGE- TEMP14
REGION I

Vendor Name: Manpower
 # Years Providing Temp Svc: 38 Years
 Contact Person: Diane W. Strong-Treister
 Phone #: 304-346-9617
 Fax #: 304-345-7390

NOTE: If you do not cover entire region, circle counties where you do supply temporaries.

Region I - Hancock, Brooke, Ohio, Marshall, Wetzel, Monongalia, Marion, Harrison, Doddridge, Gilmer, Pleasants, Calhoun, Wirt, Wood, Tyler and Ritchie

- CLASSIFICATION**
- 1 Accounting Technician 2
 - 2 Administrative Services Assistant 1
 - 3 Administrative Services Assistant 2
 - 4 Cook
 - 5 Custodian
 - 6 Data Entry Operator 2
 - 7 Executive Secretary
 - 8 Groundskeeper
 - 9 Health Service Worker (Certified Nursing Program)
 - 10 Laboratory Assistant 3
 - 11 Laborer
 - 12 Mail Runner
 - 13 Office Assistant 2
 - 14 Office Assistant 3
 - 15 Painter
 - 16 Paralegal
 - 17 Parking Attendant
 - 18 Word Processor

REGION II			
Worker Pay	Withholding	Overhead	Total
10.50	2.39	2.86	15.75
12.00	2.73	3.27	18.00
12.50	2.84	3.41	18.75
9.50	2.48	2.27	14.25
9.00	2.35	2.15	13.50
11.00	2.50	3.00	16.50
13.50	3.00	3.67	20.25
9.00	2.35	2.15	13.50
N/A	N/A	N/A	N/A
9.25	2.11	2.52	13.88
8.00	2.09	1.91	12.00
8.00	1.82	2.18	12.00
9.50	2.16	2.59	14.25
10.40	2.37	2.83	15.60
10.50	2.75	2.50	15.75
12.20	2.77	3.33	18.30
8.00	2.09	1.91	12.00
9.25	2.11	2.52	13.88

REFERENCES- REGION I

Company Name Hino Motors Manufacturing
 Representative Steve Stalnaker
 Address 1 Hino Way, Williamstown, WV 26187
 Telephone No. 304.375.6715

Company Name Merrick
 Representative George Kennedy
 Address 50 Columbia Blvd, Clarksburg, WV 26301
 Telephone No. 304.622.0555

Company Name March Weston
 Representative Marguerit Horvath
 Address 360 Frontier Street, Morgantown, WV 26505
 Telephone No. 304.554.2384

Signature Diane W. Strong-Treister

Date: 1.7.14

PRICING PAGE- TEMP14
REGION II

Vendor Name: Manpower
 # Years Providing Temp Svc: 38 Years
 Contact Person: Diane W. Strong-Treister
 Phone #: 304-346-9617
 Fax #: 304-345-7390

NOTE: If you do not cover entire region, circle counties where you do supply temporaries.

Region II - Mason, Cabell, Wayne, Mingo, Logan, Boone, Lincoln, Kanawha, Putnam, Roane and Jackson

Will service complete Region

CLASSIFICATION

- 1 Accounting Technician 2
- 2 Administrative Services Assistant 1
- 3 Administrative Services Assistant 2
- 4 Cook
- 5 Custodian
- 6 Data Entry Operator 2
- 7 Executive Secretary
- 8 Groundskeeper
- 9 Health Service Worker (Certified Nursing Program)
- 10 Laboratory Assistant 3
- 11 Laborer
- 12 Mail Runner
- 13 Office Assistant 2
- 14 Office Assistant 3
- 15 Painter
- 16 Paralegal
- 17 Parking Attendant
- 18 Word Processor

REGION II			
Worker Pay	Withholding	Overhead	Total
10.50	2.39	2.86	15.75
12.00	2.73	3.27	18.00
12.50	2.84	3.41	18.75
9.50	2.48	2.27	14.25
9.00	2.35	2.15	13.50
11.00	2.50	3.00	16.50
13.50	3.08	3.67	20.25
9.00	2.35	2.15	13.50
N/A	N/A	N/A	N/A
9.25	2.11	2.52	13.88
8.00	2.09	1.91	12.00
8.00	1.82	2.18	12.00
9.50	2.16	2.59	14.25
10.40	2.37	2.83	15.60
10.50	2.75	2.50	15.75
12.20	2.77	3.33	18.30
8.00	2.09	1.91	12.00
9.25	2.11	2.52	13.88

REFERENCES- REGION II

Company Name NGK Sparkplug (USA)
 Representative Stephanie Smith
 Address 1 NGK Drive Sissonville, WV 25320
 Telephone No. 304.988.0060

Company Name Woomer & Nistendirk & Associates
 Representative Cara Knechtly
 Address 231 Capitol Street Suite 400, Charleston, WV 25301
 Telephone No. 304.324.2006

Company Name Alcon
 Representative Keri Harbison
 Address 6065 Kyle Lane, Huntington, WV 25702
 Telephone No. 304.733.1485

Signature *Diane W. Strong-Treister*

Date: 1.7.14

PRICING PAGE- TEMP14
REGION III

Vendor Name: Manpower
 # Years Providing Temp Svc: 38 Years
 Contact Person: Diane W. Strong-Treister
 Phone #: 304-346-9617
 Fax #: 304-345-7390

NOTE: If you do not cover entire region, circle counties where you do supply temporaries.

Region III (Lewis, Upshur, Randolph) Pendelton, Hardy, Grant, Hampshire, Mineral, Morgan, Berkeley, Jefferson, Tucker, Barbour, Taylor and Preston

CLASSIFICATION

- 1 Accounting Technician 2
- 2 Administrative Services Assistant 1
- 3 Administrative Services Assistant 2
- 4 Cook
- 5 Custodian
- 6 Data Entry Operator 2
- 7 Executive Secretary
- 8 Groundskeeper
- 9 Health Service Worker (Certified Nursing Program)
- 10 Laboratory Assistant 3
- 11 Laborer
- 12 Mail Runner
- 13 Office Assistant 2
- 14 Office Assistant 3
- 15 Painter
- 16 Paralegal
- 17 Parking Attendant
- 18 Word Processor

REGION II			
Worker Pay	Withholding	Overhead	Total
10.50	2.39	2.86	15.75
12.00	2.73	3.27	18.00
12.50	2.84	3.41	18.75
9.50	2.48	2.27	14.25
9.00	2.35	2.15	13.50
11.00	2.50	3.00	16.50
13.50	3.08	3.67	20.25
9.00	2.35	2.15	13.50
N/A	N/A	N/A	N/A
9.25	2.11	2.52	13.88
8.00	2.09	1.91	12.00
8.00	1.82	2.18	12.00
9.50	2.16	2.59	14.25
10.40	2.37	2.83	15.60
10.50	2.75	2.50	15.75
12.20	2.77	3.33	18.30
8.00	2.09	1.91	12.00
9.25	2.11	2.52	13.88

REFERENCES- REGION III

Company Name Apex Realty
 Representative Christie Shiplett
 Address 1509 Johnson Avenue Bridgeport WV 26330
 Telephone No. 304.842.5403

Company Name Petroleum Products
 Representative Kathy Powell
 Address 120 Genesis Blvd. Bridgeport WV 26330
 Telephone No. 304.842.3597

Company Name Medical Action
 Representative Lisa Price
 Address 10 Columbia Blvd. Clarksburg 26301
 Telephone No. 304.622.9366

Signature Diane W. Strong-Treister

Date: 1-7-14

PRICING PAGE- TEMP14
REGION IV

Vendor Name: Manpower
 # Years Providing Temp Svc: 38 Years
 Contact Person: Diane W. Strong-Treister
 Phone #: 304-346-9617
 Fax #: 304-345-7390

NOTE: If you do not cover entire region, circle counties where you do supply temporaries.

Region IV: Brazton, Clay, Nicholas, Fayette, Raleigh, Wyoming, McDowell, Mercer, Summers, Greenbrier, Pocahontas, Webster and Monroe

CLASSIFICATION	REGION II			
	Worker Pay	Withholding	Overhead	Total
1 Accounting Technician 2	10.50	2.39	2.86	15.75
2 Administrative Services Assistant 1	12.00	2.73	3.27	18.00
3 Administrative Services Assistant 2	12.50	2.84	3.41	18.75
4 Cook	9.50	2.48	2.27	14.25
5 Custodian	9.00	2.35	2.15	13.50
6 Data Entry Operator 2	11.00	2.50	3.00	16.50
7 Executive Secretary	13.50	3.08	3.67	20.25
8 Groundskeeper	9.00	2.35	2.15	13.50
9 Health Service Worker (Certified Nursing Program)	N/A	N/A	N/A	N/A
10 Laboratory Assistant 3	9.25	2.11	2.52	13.88
11 Laborer	8.00	2.09	1.91	12.00
12 Mail Runner	8.00	1.82	2.18	12.00
13 Office Assistant 2	9.50	2.16	2.59	14.25
14 Office Assistant 3	10.40	2.37	2.83	15.60
15 Painter	10.50	2.75	2.50	15.75
16 Paralegal	12.20	2.77	3.33	18.30
17 Parking Attendant	8.00	2.09	1.91	12.00
18 Word Processor	9.25	2.11	2.52	13.88

REFERENCES- REGION IV

Company Name Mattress Warehouse
 Representative Kim Knopf
 Address 309 Beckley Plaza, Beckley, WV 25801
 Telephone No. 304.586.2863

Company Name All Med
 Representative James Thacker
 Address 1107 Johnston Rd, Beckley, WV 25801
 Telephone No. 304.546.5145

Company Name Matheny Motors
 Representative Time Matheny
 Address 3rd & Ann Street, Parkersburg, WV 26102
 Telephone No. 304.485.4418

Signature Diane W. Strong-Treister

Date: 1.7.14

EXHIBIT C
WV STATE GOVERNMENT
HIPAA BUSINESS ASSOCIATE ADDENDUM

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/agencyvl.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/agencyll.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 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;

Name of Agency: MANPOWER

Name of Associate: _____

Signature: Danish Strong-Walker

Signature: _____

Title: President

Title: _____

Date: January 6, 2013

Date: _____

Form - WVBA-012004
Amended 08.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF JAN 20 13
BY Patrick Morley
Attorney General

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: MANPOWER

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

Patient Information

Health History

Patient History

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
- 7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: MANPOWER

Signed: Danielle Strong-Brister

Date: January 6, 2013

Title: President

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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 exceed 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 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: MANPOWER

Authorized Signature: *Diane Stoney-Driskler* Date: 1.6.14

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 6th day of January, 2014.

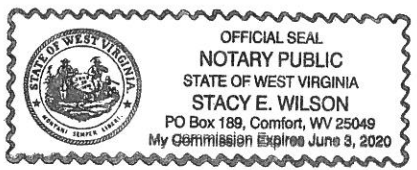
My Commission expires June 3, 2020.

AFFIX SEAL HERE

NOTARY PUBLIC

Stacy E. Wilson

Purchasing Affidavit (Revised 07/01/2012)





Equal Employment Opportunity

It is the policy of Manpower to recruit, hire, train, promote, transfer, pay and take all other employment actions without regard to an employee's race, color, national origin, ancestry, sex, religion, age, physical handicap and veteran status, as required by law.

This policy has been created not only to comply with existing laws and regulations, but as an expression of our own personal intentions and feelings. Manpower will continue to respect, support, and implement this policy on the highest priority basis.

MANPOWER

Diane W. Strong-Treister
President



Sexual Harassment Policy

It is the policy of Manpower not to discriminate against any employee or applicant with regard to sex. It is further the policy of Manpower not to tolerate such sexual harassment by any of its employees.

Harassment on the basis of sex is a violation of Title VII of the 1964 Civil Rights Act. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

Submission to the conduct is made either an explicit condition of employment;

Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or

The harassment substantially interferes with an employee's work performance or creates an intimidating, hostile or offensive work environment.

Any employee or applicant that feels that he/she has been discriminated against with regard to sex should report any such incident to his/her Manpower Service Representative, or any member of Manpower management without fear of reprisal. **Confidentiality will be maintained.**

In determining whether alleged conduct constitutes sexual harassment, the totality of the circumstances, the nature of the harassment, and the context in which the alleged incidents occurred will be investigated.

MANPOWER

A handwritten signature in black ink that reads "Diane W. Strong-Treister".

Diane W. Strong-Treister
President



Safety Policy

Manpower is committed to and will make every effort to ensure the safety of all its employees, both permanent and temporary staff alike. Concern for our employee's health and well-being is and will remain a top priority at all levels.

To accomplish this goal, Manpower will not knowingly assign or allow an employee to work in an unsafe workplace environment. Toward that end, and to the extent that Manpower has the ability to do so, Manpower will abide by all safety regulations and guidelines set forth in federal, state and local statutes and to integrate good safety practices and programs into its operational activities and procedures throughout the organization.

MANPOWER

A handwritten signature in black ink that reads "Diane W. Strong-Treister".

Diane W. Strong-Treister
President



Zero Tolerance Policy on Workplace Violence

Manpower, consistent with what has always been its goal of providing a safe workplace, has adopted this Zero Tolerance Policy on workplace violence recognizing that workplace violence is a growing nationwide problem which needs to be addressed by all employers.

Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion which involve or affect Manpower or its customers or Manpower or customer employees and which occur on Manpower or customer property or elsewhere when in connection with employment with Manpower will not be tolerated.

Specific examples of conduct which may be considered threats or acts of violence include, but are not limited to, the following:

- Hitting or shoving an individual.
- Threatening harm to an individual or his/her family, friends or associates.
- The intentional damage or destruction of or threat of damage or destruction to property.
- Harassing or threatening phone calls.
- Harassing surveillance or stalking.
- The suggestion or intimation that violence is appropriate.
- Possession or use of firearms or weapons. Manpower will not tolerate possession or use of firearms or weapons under any circumstances on Manpower or customer property or elsewhere in connection with employment with Manpower.

Violations of this policy will lead to disciplinary action (up to and including termination) and/or legal action as appropriate.

Every Manpower employee is encouraged to report incidents of threats or acts of physical violence. The report may be made to Manpower's Corporate Security or Legal Department, or to the reporting individual's immediate supervisor, or another supervisory employee if the immediate supervisor is not available.