



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

# Request for Quotation

RFQ NUMBER
TEMP07

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BETTY FRANCISCO 304-558-0468

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/08/2007				

BID OPENING DATE: 03/15/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				REQUEST FOR QUOTATION		
				FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO PROVIDE TEMPORARY WORKER SERVICES FOR STATE AGENCIES AND POLITICAL SUBDIVISIONS.		
				*****		
				INQUIRIES		
				WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON MONDAY, FEBRUARY 26, 2007. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED.		
				ADDRESS INQUIRIES TO:		
				JO ANN ADKINS DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 EMAIL: JOADKINS@WVADMIN.GOV		
				*****		
				RELEASE OF THE RFQ.....02/08/2007		
				MANDATORY PRE-BID MEETING.....02/22/2007		
				VENDOR'S WRITTEN QUESTIONS SUBMISSION DEADLINE (CLOSE OF BUSINESS).....02/26/200		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

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







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**BETTY FRANCISCO**  
**304-558-0468**

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	<p>AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p>					

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<p><b>VENDOR PREFERENCE CERTIFICATE</b></p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) 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</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p> <p>( ) BIDDER IS A CORPORATION 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</p>						

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<p>CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) 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;</p> <p>OR</p> <p>( ) 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO</p>						

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<p>DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p>						

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<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: FILE 42</p> <p>RFQ. NO.: TEMP07</p> <p>BID OPENING DATE: 03/15/2007</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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***** THIS IS THE END OF RFQ TEMP07 ***** TOTAL:						_____

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# Specifications

## TEMP07

### Vendor Qualifications/References:

To qualify to bid on this contract, bidders must have been in business for a minimum of three (3) years, providing similar temporary services. If possible, please provide (3) references for whom you have provided temporary personnel in each Region for which you are bidding. These references (and number of years in business) should be added to the Pricing Sheet. Omission of references or failure to indicate number of years providing temporary personnel may result in disqualification of your bid. No award shall be made prior to bidder providing such references. Bidders may submit additional information on their business qualifications; **please limit this additional information to a maximum of three (3) pages.**

If a Contractor awarded a contract subsequent to this RFQ observes any periods of shutdowns for more than a public holiday and a weekend, that information must be provided to West Virginia State Agencies that have placements through their agency. An emergency telephone number must be supplied to permit the State Agencies a contact at the temporary agency during any overtime hours worked.

### Service Classifications:

The request for quotation (RFQ) identifies 17 specific job classifications commonly required by the State Agencies. The job classification requirements for each position are enclosed. The bidder shall provide the billing information for each job classification on which they wish to bid. In order to assure the availability of temporary services throughout the State of West Virginia, the RFQ has divided the State geographically into four areas and the bidder shall provide billing information for each geographical area in which Contractors provide temporary service personnel for each classification bid.

The State of West Virginia reserves the right to issue multiple contracts for each of the four geographical areas identified in this RFQ.

### Pricing Pages

The geographical areas are defined on the pricing pages. Bidders **SHALL** indicate on the pricing pages the counties/regions for which you are bidding to supply temporaries. These pricing sheets shall be completed showing the pay rate for the classification, the statutory fees for which the temporary agency is responsible, and the overhead.

### Maximum Hours for Temporary Services:

A maximum of 1,000 hours working, in any 12-month period, per individual shall be strictly enforced. This covers any placement an individual may have with any and all State Agencies in the State of West Virginia. Individuals shall not be permitted to move from one temporary personnel agency to another to

granted. At the anniversary date of the temporary worker, their yearly window reopens and they may work an additional 1,000 hours at a State Agency if they are selected as a temporary worker position.

The quarterly reports required from the temporary personnel agencies shall provide information to allow monitoring of the 1,000 hour limit.

The temporary personnel agency and the State Agencies shall both be responsible for limiting any individual to a total of 1,000 hours

***No approval shall be granted for temporary personnel exceeding the 1,000 hour limit.***

#### **Compensation:**

Spending units shall pay for temporary services in accordance with the billing rates established in the contract. The only exceptions include overtime and holiday pay and authorized travel. (Special provisions for these exceptions are given below.) The Contractors shall be responsible for paying any and all insurances, taxes, and other unnamed costs, which may arise concerning the temporaries.

#### **Overtime and Holiday Pay:**

Spending units may be permitted to utilize temporary service workers for more than the established forty hour week and shall pay one-and-a-half times the hourly billing rate for such services. Furthermore, if the services are provided on West Virginia State recognized holidays, these services shall also be paid at the one-and-a-half times the hourly rate for the temporary worker pay rate. The Contractors shall pay the temporary one-and-a-half times the applicable rate of pay to their employee for overtime and holiday pay. The Contractors shall not be paid one and one-half times the rate for the statutory taxes and overhead shown on the bid sheets. These shall be paid at the straight rate shown for each hour worked.

#### **Travel:**

Contractors and their workers shall be responsible for their own transportation to and from work and parking expenses. If a State Agency specifically provides written authorization for the temporary worker to travel in order to perform the job classification, the Contractor shall be reimbursed in accordance with the State travel regulations.

**Fee Adjustment:**

The State of West Virginia may consider an increase in the hourly billing rate only if the federal minimum wage rate changes during the life of the contract and that rate change affects the temporary worker as shown on the pricing pages; increases may also be requested if the statutory fees increase. Any adjustment shall be based on the actual dollar amount of the increase, not a percentage. Any request for an increase shall be submitted to the Purchasing Division 30 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.

**Time Cards:**

The Contractors shall supply all temporaries with time cards. Hours worked shall be signed on a daily or weekly basis by the State Agency's area supervisor or designee.

**Conduct and Management:**

The Contractors shall be responsible for the conduct and management of the temporary personnel provided through any subsequent contract and the temporary personnel are and shall remain the employees of the Contractor. The State of West Virginia shall in no way be considered a co employer.

**Smoke Free and Drug Free:**

Contractor shall advise their employees that the State Agencies require a smoke free and drug free work place. This contract may require drug testing of the vendor's employees for specific placements.

**Background Check/References:**

State Agencies may request back-ground checks and/or references of any temporary worker. State Agencies may request to interview the temporary worker prior to filling positions to verify the individual has the qualifications for the temporary assignment.

**One-Week Notice of Temporary Worker Replacement:**

Contractor shall provide one week notice should they be required to replace the existing Worker or provide a new Worker. The State Agency is not required to justify any request to replace temporary personnel, nor are the State Agencies required to give advance notice. **NOTE: When a temporary worker is either pulled or quits, there is no automatic privilege granted to the temporary agency who supplied that temporary worker to replace that worker.**

**Indemnification:**

The State of West Virginia shall not be responsible for any claim for injuries, including death, to the Contractors, the Contractor's agents, employees, temporaries, or third person, occurring on State property and the Contractors agrees to indemnify and save the State of West Virginia and its officials harmless from any and all such claims arising from the use of State property and operation of the Contractors thereof pursuant to this contract.

**Confidentiality:**

Contractors shall make it known to all their temporary personnel performing under this contract that they shall abide by the Privacy Act of 1974. The confidentiality of all sensitive information such as medical, income assistance, and personnel records shall be protected against unauthorized disclosure. This includes, but is not limited to, any and all temporaries performing routine office and clerical assignments.

**HIPPA:**

The HIPPA requirements are attached. This must be signed by the Contractors and returned prior to issuance of any contract.

**Ethics in Public Contracting:**

Contractor certifies the temporary services contract is entered into without collusion of fraud and the Contractor has neither offered nor received any inducements from any individuals, public or private, in the preparation and pricing of the services to be provided.

**Immigration Reform and Control Act of 1986:**

Contractor shall provide temporary workers which are in compliance with the Immigration Reform and Control Act of 1986 (or current law).

**Equal Employment Opportunity:**

Contractor 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 affiliation.

**Reports:**

Quarterly reports shall identify each temporary placement (by complete name), classification, number of hours worked (for quarter and YTD), the State Agency(s) where each has worked, and the total dollars paid to that temporary worker. Reports shall also contain summary total information. These reports are mandatory; failure to adhere to this may result in cancellation of contract. Such

reports must be sent electronically (excel document) to the buyer responsible for this contract at the Purchasing Division and the buyer's assistant. Contractor may, at their option send a paper copy of such report.

### **Exception Labor Sources:**

There are certain labor services available to 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 examples of these sources include:

- Division of Personnel's temporary personnel registers.
- Other State Agencies
- West Virginia Association of Rehabilitation Facilities (WVARF) shall have the opportunity to supply all temporary services, regardless of the dollar amount. The using Agency shall document and maintain the exception labor source letter signed by WVARF. This exception (waiver) must be on file prior to Agency(s) contacting Contractor other than WVARF.
- Prison labor
- Students from institutions of higher learning
- Volunteers

### **Agency Ordering Procedures (Specific):**

At the discretion of the using West Virginia State Agency, procurement shall be made by sending a Release Order (WV-39). The release form shall contain a description of the services required and identify the job location within the region, job classification, hourly billing rate and number of hours required, and start and end dates of the assignment. All releases shall be done by the ordering State Agency. If the invoices are processed through the Auditor's Office for payment, the State Agency must attach a copy of the waiver from WVARF if the temporary release is to a Contractor other than WVARF.

State Agencies shall first contact the West Virginia Association of Rehabilitation Facilities (WVARF) (via fax – temporary worker request form) for any position to be filled. WVARF shall reply to the State Agency within 48 hours. When WVARF is unable to supply the temporary worker, or does not respond to the Agency within 48 hours, the vendor with the lowest hourly rate for that position *in their region* shall be contacted. If the temporary worker sent by WVARF is unable or unwilling to perform the job duties, the State Agency may (time permitting) allow WVARF a second chance to supply the temporary worker within 24 hours. If the State Agency is in a very tight time-crunch, they shall request a waiver from WVARF for their files and contact the next Contractor. The Contractor (other than WVARF) shall respond within a time frame as required by the West Virginia State Agency. When a temporary worker is required on an

emergency basis, the State Agency may restrict the window of opportunity to the (other than WVARF) Contractor. It is requested of WVARF that they provide information or a waiver in less than the 48 hours for an emergency request from a State Agency. NOTE: Continuous emergency requests for quicker response shall be reported by WVARF to the Purchasing Division.

When the contract(s) are issued, the State Agencies shall receive a spreadsheet to identify the lowest cost supplier for each classification.

If WVARF or any other Contractor 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 their temporary position. If the State Agency elects, they may go back to WVARF and ask for an immediate (within one day) replacement. If there is no temporary worker available immediately (within one day), the State Agency may move on to the next low bidder.

At the discretion of the West Virginia State Agency, the attached form may be required prior to accepting a temporary worker offered by any agency. 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 workers arriving at a West Virginia State Agency will have a full understanding of all that is required of them for the temporary worker position. If requested by the State Agency, this form must be signed by the Contractor and the temporary worker, indicating both the worker and the Contractor understand and accept the restrictions and requirements for the temporary worker position. The State Agency shall also use this form to list any prohibited activities by the temporary worker (discussion of pay, cell phone use, tobacco use, etc.)

### **Absentee Temporary Workers**

All Contractors (including WVARF) must notify the West Virginia State Agency immediately upon learning that a temporary worker will be tardy or will be absent from work. The Contractor must instruct their employees they report to their office in case of any absence. Failure to notify the State Agency of an absent employee is grounds to move on to the next bidder to fill the position. Information for those supplied through WVARF should be funneled back through WVARF whenever possible. It is strongly recommended to the Contractors that they check with each temporary worker one day prior to the beginning of the assignment to verify the start date. Contractors with a high percentage of "no shows" or a history of sending unacceptable temporary workers may be removed from the contract.



### **Removing a Temporary Worker**

Whenever a temporary work is to be relieved of duties, the West Virginia State Agency shall notify the worker's employer (temporary agency). Whenever this removal is due to behavior and/or other unacceptable problem, the Contractor shall assist the State Agency in retrieving the electronic pass card whenever one has been issued. If a temporary worker has been relieved of the duties due to unacceptable behavior, that person shall not be referred again to any State Agency.

### **Solicitation for Temporary Workers**

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

### **Hiring of Temporary Workers/Credit Applications**

There shall be no fee incurred by the State of West Virginia if an Agency decides to hire a temporary worker into a permanent position. The only fee paid through any resulting contract shall be the cost shown on the vendor quote.

Contract holders shall not require a credit application to be completed by any State Agency.

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

Contracts shall be governed by the specifications contained herein and in such statewide contracts as may be issued as a result of this request for quotation. A WV-96 is included in this package and must be signed and returned prior to issuance of any contract.

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

### **Estimated Expenditures:**

Previous annual expenditures against this contract amount to approximately \$2,000,000.00. Estimate is given for informational purposes and is not to be construed as a guarantee of any future contract usage.

### **Preparation of Bids:**

Information requested on the pricing sheet is mandatory. Bidders are requested to type the pricing page and complete all requested information. **Note: Failure**

**to provide references and number of years providing temporary services may be cause for disqualification.**

**Award of Contract(s):**

Contract awards may be limited to the five low bidders in each category for each region (meeting specifications). Under this scenario, it will be possible for a temporary agency to be awarded a contract for only a portion of the positions they bid.



## ACCOUNTING TECHNICIAN 2

### **Nature of Work**

Under general supervision, performs entry level accounting support duties. The incumbent is responsible for performing routine posting and adjusting to the general ledger, processing claims and invoices, and reviewing transactions for completeness, accuracy, and compliance with state and federal laws and regulations. Performs related work as required.

### **Distinguishing Characteristics**

This is beginning level paraprofessional accounting/auditing work. Duties are distinguished by the recording and balancing of routine financial and numerical data in accordance with agency standards and work procedures.

### **Examples of Work**

Processes claims and invoices; accurately calculates and records amounts.  
 Prepares bank deposits and/or checks.  
 Performs routine posting and adjusting to ledger.  
 Identifies and corrects own routine posting errors.  
 Classifies/ codes according to a chart of accounts.  
 Performs routine reconciliation reports such as bank reconciliations and batch reports.  
 Maintains accounting records; gathers data and prepares financial statements and reports from records maintained.  
 Contacts associates, administrators, and general public in order to obtain information, discuss changes in documents, or resolve routine problems with accounts.

### **Knowledge, Skills and Abilities**

Knowledge of basic mathematical computations.  
 Knowledge of the operation of office equipment such as a copier, fax machine, and personal computer.  
 Skill in the use of a calculator.  
 Ability to detect and correct errors in arithmetic or to refer to proper source for correction.  
 Ability to gather and compile data for use in financial reports.  
 Ability to communicate effectively, both verbally and in writing.  
 Ability to establish and maintain effective working relationships with others.

### **Minimum Qualifications**

#### **Training:**

Graduation from a standard four-year high school or the equivalent.

#### **Experience:**

Two years of full time or equivalent part time paid bookkeeping, accounting or related experience.

#### **Substitution:**

Successful completion of college-level accounting courses from an accredited college or university may be substituted at the rate of three semester hours equals six months experience; **OR**  
 Successful completion of related business school or vocational training may be substituted for the experience through an established formula.

## ADMINISTRATIVE SERVICES ASSISTANT 1

### **Nature of Work**

Under general supervision, performs administrative work in providing support services such as fiscal, personnel, payroll or procurement in a small division or equivalent organization level. May function in an assist role or in a specialized capacity in a large agency or department. Develops or assists in developing and implements plans/procedures for resolving operational problems and in improving administrative services. Work is typically varied and includes inter- and intra-governmental and public contact. Performs related work as required.

### **Distinguishing Characteristics**

Positions in a small agency or division may be responsible for a significant administrative component; other positions assist an administrative supervisor in a large state agency. Authority to vary work methods or policy applications or to commit the agency to alternative course of action is limited.

### **Examples of Work**

Confers with inter- and intra-agency personnel to transact business, gather information, or discuss information; may be in a position with public or federal government contact.

Gathers and compiles information for state records; writes reports, balances tally sheets, and monitors inventories, purchases, and sales.

Updates records and contacts employees to gather information; represents the supervisor or unit in the area of assignment at in-house meetings.

Maintains files of information in hard copy files or electronic format; runs reports for regular or intermittent review.

Assists in determining the need for changes in procedures, guidelines and formats; devises a solution; monitors the success of solutions by devising quantitative/qualitative measures to document the improvement of services.

Assists in the writing of manuals in the area of assignment; clarifies the wording and describes new procedures accurately.

### **Knowledge, Skills and Abilities**

Knowledge of regulations, processes and procedures in the area of assignment.

Knowledge of general office practices and procedures.

Knowledge of state and federal laws and regulations related to the area of assignment.

Ability to collect and compile accurate information.

Ability to conceptualize the nature of service difficulties and devise appropriate work methods, tools, and configurations to correct the problem.

Ability to prepare flowcharts, graphs and status reports.

Ability to communicate with a wide variety of people, both orally and in writing.

Ability to perform basic arithmetic.

### **Minimum Qualifications**

#### **Training:**

Graduation from an accredited college or university. Preference may be given to candidates with a major in the area of public or business administration, accounting, industrial relations, communications or related field.

**ADMINISTRATIVE SERVICES ASSISTANT 1 - Continued****Substitution:**

Additional qualifying experience as described below may be substituted on a year-for-year basis for the required training.

**Experience:**

One year of full-time or equivalent part-time paid employment in a technical or advanced clerical position providing administrative services such as accounting, budgeting, project monitoring and reporting, personnel, or procurement and property.

**Substitution:**

Successful completion of graduate study in an accredited college or university in one of the above fields may be substituted for the required experience on a year for-year basis.

## ADMINISTRATIVE SERVICES ASSISTANT 2

### **Nature of Work**

Under limited supervision, performs administrative and supervisory work in providing support services such as fiscal, personnel, payroll or procurement in a state agency or facility or serves as the assistant supervisor in a major administrative support unit of a large state agency. Develops policies and procedures for resolving operational problems and for improving administrative services. Supervises the work of office support staff in rendering required services. Work is typically varied and includes extensive inter- and intra governmental and public contact. Has some authority to vary work methods and policy applications and to commit the agency to alternative course of action. Performs related work as required.

### **Distinguishing Characteristics**

Positions in this class are distinguished from the Administrative Services Assistant 1 by the supervisory nature of the work performed, by the size of the unit served and by the independence of action granted. Positions in this class are responsible for a significant administrative component in a medium size agency or state facility or serves as an Assistant Director of a major administrative support component of a large state agency. Authority to vary work methods and to commit the agency to alternative course of action is granted.

### **Examples of Work**

Confers with inter- and intra-agency personnel to transact business, gather information, or discuss information; may be in a position with public or federal government contact. Conducts performance surveys and reviews agency methods of operation; devises flowcharts and graphs; may conduct cost analysis studies. Gathers and compiles information for state records; writes reports, balances tally sheets, and monitors inventories, purchases, and sales. Updates records and contacts employees to gather information; represents the agency in the area of assignment in both internal and external meetings. Maintains files of information in hard copy files or electronic format; runs reports for regular or intermittent review. Determines the need for changes in procedures, guidelines and formats; devises a solution; monitors the success of solutions by devising quantitative/qualitative measures to document the improvement of services. Writes manuals in the area of assignment; clarifies the wording and describes new procedures accurately. Supervises the work of Office Assistants, Accounting Assistants or other support staff.

### **Knowledge, Skills and Abilities**

Knowledge of regulations, processes and procedures in the area of assignment.  
 Knowledge of general office practices and procedures.  
 Knowledge of state and federal laws and regulations related to the area of assignment.  
 Ability to collect and compile accurate information.  
 Ability to conceptualize the nature of service difficulties and devise appropriate work methods, tools, and configurations to correct the problem.  
 Ability to prepare flowcharts, graphs and status reports.  
 Ability to communicate with a wide variety of people, both orally and in writing.  
 Ability to perform basic arithmetic.  
 Ability to supervise the work of others.

**Minimum Qualifications**    [\[Top\]](#)**Training:**

Graduation from an accredited college or university. Preference may be given to candidates with a major in the area of public or business administration, accounting, industrial relations, communications or related field.

**Substitution:**

Additional qualifying experience as described below may be substituted on a year-for year basis for the required training.

**Experience:**

Two years of full-time or equivalent part-time paid employment in a technical or professional position providing administrative services such as accounting, budgeting, project monitoring and reporting, personnel, or procurement and property.

**Substitution:**

Successful completion of graduate study in an accredited college or university in one of the above fields may be substituted for the required experience on a year for-year basis.



## CUSTODIAN

### **Nature of Work**

Under general supervision, performs routine manual work at the full-performance level cleaning in and around State buildings and institutions. Work involves maintaining cleanliness and orderliness in an assigned area. Performs related work as required.

### **Examples of Work**

Dusts, cleans, polishes, and waxes furniture, fixtures, woodwork, and equipment.

Washes windows and cleans blinds.

Cleans restrooms and replenishes with supplies.

Sweeps, mops, waxes, and polishes floors, stairs, corridors, and courts using brooms, mops, and buffers.

Cleans rugs and carpets with vacuum cleaners.

Disposes of trash and waste materials.

Cleans doors, door facings, and walls with disinfectant.

Assists in moving equipment or in other manual tasks.

Checks and replaces light bulbs.

Sweeps sidewalks around buildings.

May shelve restroom and laundry supplies.

May deliver mail, messages and packages to other State offices, local businesses, or central mail room.

### **Knowledge, Skills and Abilities**

Knowledge of cleaning methods and procedures.

Ability to understand and follow oral instructions.

Ability to perform manual work.

Ability to operate vacuum cleaners and buffers.

Ability to choose and use appropriate cleaning agents.

### **Minimum Qualifications ]**

#### **Training:**

No formal education required.

## DATA ENTRY OPERATOR 1

### **Nature of Work**

Under direct supervision, at the entry level, rapidly and accurately transcribes alpha/numeric data from routine source documents into computer usable form by operating any of several devices; uses multiple formats as guidelines for proper entry of the data. Accessing and manipulating the data normally is not required. Shift work may be necessary. Performs related work as required.

### **Distinguishing Characteristics**

Data Entry Operator 1 is production-intensive class using multiple formats as guidelines for proper entry of the data. The work requires repetitive and sustained high speed operation of data entry devices, sitting for long periods of time at fixed posture, handling confidential information and working in a production environment under demanding time pressures.

Data Entry Operator 1 is distinguished by entry-level to full performance work of a routine nature. Data Entry Operator 1's enter information from a limited number of routine source documents into a limited number of screens. Performs related work as required.

### **Examples of Work**

Enters routine to complex data for computer input using either teleprocessing terminals, key-to-disk, key-to-tape, key-to diskette or card punch machines.

Follows established guidelines such as formats for entering data.

After entering data, posts to batch ticket or production log such information as the batch type, quantity, operator's name and section, data, number processed, number rejected, etc.

Verifies data entered by other operators using either teleprocessing terminals, key-to-disk, key-to-tape, key-to diskette, or card punch machines and makes necessary corrections.

May identify errors on the source documents and make necessary corrections.

### **Knowledge, Skills and Abilities**

Ability to learn and/or to operate data entry equipment such as teleprocessing terminals, key-to-disk, key-to-tape, key-to diskette or card punch machines.

Ability to understand and follow detailed oral and written instructions.

Ability to perform repetitive tasks accurately.

Ability to establish and maintain effective working relationships with others.

### **Minimum Qualifications**

#### **Training:**

Graduation from a standard four-year high school or equivalent.

## DATA ENTRY OPERATOR 2

### **Nature of Work**

Under direct supervision, at the full-performance level, rapidly and accurately transcribes alpha/numeric data from routine, complex, or rough source documents into computer usable form by operating any of several devices. Performs complex assignments such as entering detailed budgets and pay plans or data which deviates from a standard procedure according to changes in coded information. Accessing and manipulating the data is normally not required. Shift work may be necessary. Performs related work as required.

### **Distinguishing Characteristics**

Both Data Entry Operator 1 and 2 are production-intensive classes using multiple formats as guidelines for proper entry of the data. The work requires repetitive and sustained high speed operation of data entry devices, sitting for long periods of time at fixed posture, handling confidential information and working in a production environment under demanding time constraints.

Data Entry Operator 2 is distinguished from Data Entry Operator 1 by the performance of the employee when evaluated against several criteria such as strokes per hour, error rate, independently developing low-level format programs for new jobs and familiarity with multiple screens; the source documents are also considered in the evaluation.

### **Examples of Work**

Enters routine to complex data for computer input using either teleprocessing terminals, key-to-disk, key-to-tape, key-to diskette or card punch machines.  
Follows varied procedures as well as established guidelines such as formats for entering data.  
Develops and maintains low-level format programs for new jobs.  
After entering data, posts to batch ticket or production log such information as the batch type, quantity, operator's name and section, data, number processed, number rejected, etc.  
Verifies data entered by other operators using either teleprocessing terminals, key-to-disk, key-to-tape, key-to diskette, or card punch machines and makes necessary corrections.  
May identify errors on the source documents and make necessary corrections.

### **Knowledge, Skills and Abilities**

Knowledge of the operation of data entry equipment.  
Knowledge of the data entry standards and formats used by the unit.  
Skill in the operation of data entry equipment such as teleprocessing terminals, key-to-disk, key-to-tape, key-to diskette or card punch machines.  
Ability to develop low-level format programs.  
Ability to understand and follow detailed oral and written instructions.  
Ability to perform repetitive tasks accurately.  
Ability to establish and maintain effective working relationships with others.

### **Minimum Qualifications**

#### **Training:**

Graduation from a standard four-year high school or equivalent.

#### **Experience:**

One year of full-time or part-time equivalent experience in data entry.

**Substitution:**

(1) Completion of twelve hours in computer science from an accredited college or university

**OR**

(2) Completion of four courses in data processing, data entry, and/or word processing from an accredited business or vocational school may substitute through an established formula for the required experience.

## EXECUTIVE SECRETARY

### **Nature of Work**

Under limited supervision, performs highly responsible advanced level administrative support work in providing assistance to a department secretary. Work involves independent responsibility for making limited policy interpretations in dealing with the public and acting with authority on office management and administrative functions in the absence of the supervisor. Responsibilities include high level secretarial, clerical, office management and general administrative duties with primary emphasis on relieving the supervisor of administrative details. Work is performed in strict confidence and in accordance with modern professional secretarial principles and techniques. Supervision may be exercised over subordinate office clerical personnel. Performs related work as required.

### **Examples of Work**

Performs a variety of administrative tasks for the supervisor including organizing an appointment calendar, screening visitors and telephone calls, making travel arrangements, answering routine correspondence, accumulating information for reply to requests by correspondence and/or telephone.

Takes dictation of a confidential and technical nature from the supervisor or transcribes dictation from a transcribing machine.

Types correspondence, reports, forms, contracts, bulletins, manuals, narratives and other documents and related office material which may require a familiarity with specialized terminology such as medical and/or legal terms.

Independently composes and types correspondence for the supervisor's signature from general instruction or marginal notes.

Supervises the clerical operation of the office; directs the clerical staff on departmental or divisional policies and procedures.

Gathers and computes information for the supervisor on special assignments, regular reports, budgets or speeches.

Schedules conferences and meetings; contacts individuals to participate, assuring convenient time for all those involved or arranges time changes convenient to all participants, arranges meeting facilities, transportation for guest participants and/or speakers; takes minutes of meetings and transcribes minutes and assures appropriate distribution of copies.

Maintains and organizes the office files; assures that proper security measures are followed concerning confidential files and materials; maintains supervisor's manuals, regulations, staffing patterns, etc.

Assists the supervisor in planning and analyzing specific office problems affecting operations; advises the supervisor of the current situation and problems resulting; and makes recommendation of possible solutions.

### **Knowledge, Skills and Abilities**

Knowledge of modern office procedures, practices, and equipment.

Knowledge of agency rules, regulations, and procedures.

Ability to maintain detailed records according to a prescribed format.

Ability to retrieve and utilize information from multiple sources to complete assignments.

Ability to compose correspondence dealing with routine inquiries regarding the services or procedures of the organizational unit.

Ability to plan, schedule, assign and review the work of other employees.

Ability to take dictation or operate a transcribing machine.

Ability to deal with the public in an effective and courteous manner, and to establish and maintain effective working relationships with superiors, subordinates, associates, other organizations, and the general public.

Ability to analyze operational procedures and prepare reports of findings and recommendations for modifications.

Ability to operate standard office equipment.

Ability to add, subtract, divide, and multiply whole and fractional numbers.

### **Minimum Qualifications**

#### **Training:**

Graduation from a standard four-year high school or equivalent.

**Executive Secretary – Continued****Experience:**

Six years of full-time or equivalent part-time paid secretarial experience, two years of which must have included administrative support or complex clerical duties.

**Substitution:**

Successful full-time study in an accredited college or university or related business or vocational school training may be substituted through an established formula for the required experience outside the area of assignment.

## GROUNDSKEEPER

### **Nature of Work**

Under general supervision, performs work at the full performance level by being responsible for the appearance, repair, and general care of the grounds of a state facility. Plants grass, flowers, shrubs, trees; mows grass and trims shrubbery. Performs necessary preventive measures for insect and vermin control and against other damaging effects. Assists in the selection of supplies and equipment. Has some latitude to vary methods and procedures, within prescribed guidelines. May perform additional routine maintenance work and/or assign work to other staff or residents. Performs related work as required.

### **Examples of Work**

Assigns work details to employees, patients, or inmates.

Supervises and participates in grounds maintenance, including trimming trees, cutting grass, and cultivating plants and shrubs.

Makes improvements to walks, lanes, sheds, and benches, including painting and minor repairs.

Performs preventive maintenance pertaining to grounds area.

### **Knowledge, Skills and Abilities**

Knowledge of groundskeeping and simple horticulture practices.

Knowledge of care of flowers, trees and shrubs common to grounds work; of methods of cultivating, pruning, spraying, trimming, and sodding.

Knowledge of the materials and tools used in such work, and of ordinary plant diseases and pest control.

Ability to maintain and make ordinary repairs to machinery and equipment.

Ability to make improvements and minor repairs to walks, lanes, parking lots, sheds, and benches.

Ability to plan, lay out, and supervise the work of patients, inmates, or employees.

### **Minimum Qualifications Training:**

Must be able to pass a written test at the eighth grade level.

### **Experience:**

Six months of full-time or equivalent part-time paid experience in groundskeeping work.

## GUARD 2

### **Nature of Work**

Under general supervision, performs full-performance level work monitoring state property by making periodic inspection of assigned areas to inspect or alter equipment operation; detects fire, theft, vandalism, and illegal entry; secures areas. Investigates criminal offenses and causes warrants to be issued; and follows up with court proceedings as necessary. May be required to work rotating shifts, nights, evenings and/or holidays. Performs related work as required.

### **Distinguishing Characteristics**

Work at this level is distinguished by the predominance of duties involving the securing or security of the facility. The extent of legal authority with regard to unauthorized activities may include carrying a firearm in the performance of the work, swearing-out warrants and appearing in court.

### **Examples of Work**

Patrols building and grounds to make routine checks of equipment, grounds and property, and to check for danger from fire, theft, or other hazards.  
 Reports emergency phone calls to proper supervisor.  
 Responds to calls for assistance from individuals or groups, such as patients on facility grounds.  
 Conducts required safety inspections.  
 Maintains order and prevents disturbances.  
 Sounds alarm in case of fire or other emergency and/or dangerous situation.  
 Reports irregular or unauthorized activities, property damage, safety hazards, and malfunctioning equipment.  
 May be required to use physical force in apprehending or detaining escapees or trespassers.

### **Knowledge, Skills and Abilities**

Knowledge of the uses of basic fire fighting equipment.  
 Knowledge of the use and maintenance of firearms.  
 Knowledge of appropriate legal action taken upon discovery of problem.  
 Ability to observe and detect anything out of the ordinary which might result in damage to state property.  
 Ability to remain awake and alert.  
 Ability to act quickly in the event of an emergency.  
 Ability to subdue offenders without harm to offender or self.  
 Ability to use self-defense tactics in case of personal attack.  
 Ability to use firearms safely.  
 Ability to carry-out oral and written instructions effectively.

### **Minimum Qualifications ]**

#### **Training:**

Must be able to pass a test at the eighth grade level.

#### **Experience:**

One year of full-time or equivalent part-time paid employment.



## GUARD 1

### **Nature of Work**

Under general supervision, performs full-performance level work monitoring state property by making periodic rounds of assigned areas to inspect or alter equipment operation; detect fire, theft, vandalism, and illegal entry and secure areas. Irregular circumstances are reported to proper authority. May be required to work rotating shifts and holidays. Performs related work as required.

### **Distinguishing Characteristics**

Work at this level is distinguished by the predominance of duties involving or related to the securing or security of the facility. The extent of legal authority with regard to unauthorized activities is limited. There is no authority granted to carry a weapon.

### **Examples of Work**

Patrols building and grounds to make routine checks of equipment, grounds and property, and to check for danger from fire, theft, or other hazards; punches time clock to verify that rounds are made regularly and punctually.

Sounds alarm in case of fire or other emergency and/or dangerous situation.

Reports emergency phone calls to proper supervisor.

Takes daily receipts to bank.

Warns violators of rule infractions.

Performs routine duties in building, such as checking water level of the boiler, or taking fuel readings.

Controls traffic flow and parking on state property.

Turns on security lights, alarms.

May take identification pictures of clients admitted and new employees.

May require use of physical force in apprehending or detaining escapees or trespassers.

### **Knowledge, Skills and Abilities**

Knowledge of the uses of basic fire fighting equipment.

Knowledge of appropriate legal action taken upon discovery of problem.

Ability to observe and detect anything out of the ordinary which might result in damage to state property.

Ability to remain awake and alert.

Ability to act quickly in the event of an emergency.

Ability to carry-out oral and written instructions effectively.

### **Minimum Qualifications**

#### **Training:**

Must be able to pass a test at the eighth grade level.

## HEALTH SERVICE WORKER (Certified Nursing Assistant)

### Nature of Work

Under direct supervision, performs work at the full performance level providing basic personal and nursing care related to the treatment, habilitation and rehabilitation for the mentally and/or physically challenged at state operated facilities or in a community setting. Performs basic nursing care under direct supervision; performs basic personal and/or therapeutic treatment duties. Travel may be required. Performs related work as required.

### Distinguishing Characteristics

This is full-performance level work providing basic care. The incumbents have successfully completed training courses and/or have passed competency skills and written tests.

### Examples of Work

Participates in a formal training program to develop the knowledge and abilities required for the class and for career growth and opportunity.

Provides required personal care and hygiene services for clients such as bathing, grooming, dressing, and feeding clients.

Teaches clients basic skills for the development of daily living habits regarding cleanliness, personal hygiene, dressing, and eating skills, etc.

Motivates and encourages clients to promote their treatment and development by engaging in one-to-one discussions and supportive relationship with the clients.

Provides nursing care such as taking temperature, blood pressure, pulse readings, and performs routine treatment and first-aid under the direction of a licensed practical nurse, registered nurse or physician.

Interacts with clients in a therapeutic manner.

Participates with other treatment team members in overall programmatic rehabilitation activities to facilitate change in the clients' behavior.

Oversees or participates in planned recreational and social programs.

Observes records and reports clients' behavior, attitudes and physical condition and reports significant changes to proper staff.

Escorts clients to meals, therapy, medical appointments and scheduled activities within and outside the facility.

Performs duties necessary to maintain a safe, clean and orderly living and work area.

### Knowledge, Skills and Abilities

Knowledge of the concepts of mental health, health disorders and related physical conditions and treatment approaches.

Knowledge of simple nursing care, first-aid and personal and environmental hygiene.

Knowledge of the policies and procedures of the department, facility or service entity.

Ability to provide simple nursing care, personal care and hygiene.

Ability to perform established treatment and programmatic activities.

Ability to teach clients eating, bathing, dressing, grooming and other self-care skills.

Ability to observe, record and report clients' behavior, attitudes and physical condition.

Ability to perform basic arithmetic.

Ability to observe the rights and personal dignity of clients.

Ability to maintain effective working relationships with clients and other employees.

### Minimum Qualifications

#### Training:

Education equivalent to graduation from a standard high school or equivalent.

#### Experience:

One year of full-time or equivalent part-time paid or volunteer experience in the care, treatment and development of the physically challenged or mentally ill or mentally retarded.

**Health Service Worker – Continued****SPECIAL REQUIREMENT FOR HEALTH DEPARTMENT**

Completion of an approved Nursing Assistant course from an approved Vocational Education Technical Center or other approved program or certification by Department of Health as Health Service Worker.

**Applicants for positions in long-term care facilities or long term care units must meet the following requirements:**

- 1) Registration with the Nurse Aide Registry by passing a written and manual skills competency evaluation; **OR**
- 2) Sit for the written and manual skills competency evaluation within twenty-four (24) months of completing a state-approved curriculum which includes at least eighty (80) hours of instruction and thirty-two (32) hours of clinical supervision; **OR**
- 3) Certification through reciprocity from an out-of-state program approved by the state agency.

## LABORATORY ASSISTANT 3

### **Nature of Work**

Under general supervision, performs work at the advanced level by conducting varied technical laboratory tests and analyses and complex and difficult laboratory tasks and examinations. Provides comprehensive assistance to technical or professional personnel. May have lead work responsibility. Performs related work as required.

### **Distinguishing Characteristics**

Performs various laboratory tests and analyses, as well as complex and difficult technical laboratory tasks. Work at this level has more impact and consequence of error than the full-performance level. Incumbent possesses considerable latitude to accomplish tasks.

### **Examples of Work**

Performs various tests and analyses, including total organic carbon and chemical oxygen demand.

Registers and prepares samples for analysis.

Reads, interprets and computes test results.

Prepares media and reagents.

Responds to inquiries, requests and problems.

Sterilizes and discards infectious and disposable waste materials according to Food and Drug Administration (FDA) and Environmental Protection Agency (EPA) regulations.

Cleans and sterilizes laboratory glassware and equipment and work area.

Maintains standardization of instruments and equipment to ensure precision and accuracy of measurements.

Maintains adequate supplies.

Maintains required records.

### **Knowledge, Skills and Abilities**

Knowledge of laboratory equipment, terminology, techniques and practices.

Knowledge of the federal requirements regarding proper disposal of laboratory waste materials.

Ability to perform calculations involving the application of basic mathematics.

Ability to communicate effectively orally and in writing.

Ability to set-up and maintain accurate records.

### **Minimum Qualifications**

#### **Training:**

Graduation from a standard high school or the equivalent.

#### **Experience:**

Three years of full-time or equivalent part time paid experience in medical or other laboratory work.

#### **Substitution:**

Successfully completed study in an accredited college or university which included at least ten semester hours in physical or biological sciences or completion of a recognized laboratory assistant course from a vocational school may be substituted on a year-for-year basis for the required experience.

## LABORER

### **Nature of Work**

Performs unskilled, light and heavy manual tasks in a wide variety of construction and maintenance work. Some assignments require limited skills which can be readily learned on the job. Works under the close supervision of a superior in performing new or non-routine tasks and under general supervision when performing routine and repetitive tasks. Work is performed both indoors and outdoors in all weather conditions and requires physical strength to lift heavy objects. Performs related work as required.

### **Examples of Work**

Picks up trash and debris and empties trash barrels.  
Cleans pit toilets and comfort stations.  
Paints and stains outbuildings and outdoor equipment.  
Shovels snow and applies salt and sand as necessary.  
Digs holes and drainage trenches, cleans out culverts with pick and shovel.  
Loads and unloads trucks with sand, gravel, and waste material using hand tools.  
Cuts grass with a hand scythe or hand mower.  
Loads and unloads equipment and supplies using a handtruck.  
Moves furniture and equipment located in state buildings.

### **Knowledge, Skills and Abilities**

Knowledge of hand tools and maintenance techniques to keep them in good condition.  
Ability to use simple hand tools and motorized equipment.  
Ability to understand and follow oral instructions.  
Ability to lift heavy objects and perform other strenuous tasks.

### **Minimum Qualifications**

#### **Training:**

No formal education required.

## MAIL RUNNER

### **Nature of Work**

Under general supervision, performs entry level mail delivery tasks. Opens, sorts, and distributes incoming and outgoing mail within a section or division of a state agency. Work involves travel between other sections or divisions of the agency, within the immediate area or between counties. May retrieve and deliver supplies or parts if necessary. Performs related work as required.

### **Examples of Work**

Opens and sorts incoming mail for correct distribution.

Delivers mail, packages, or supplies to individual distribution points.

Gathers and transports outgoing mail to the post office.

Delivers or picks-up packages from other points to be taken to a final destination.

May assist in bulk mailings by folding, stuffing envelopes, batching, affixing mailing labels, or recording number of items sent.

May weigh items to be shipped and determine the method of shipping; calculates shipping costs.

May keep a log of items received and delivered; may keep a log of mailing costs for usage reports.

### **Knowledge, Skills and Abilities**

Knowledge of the agency's divisions or sections and their function.

Ability to learn U.S. Post Office regulations and mailing procedures.

Ability to lift heavy packages.

Ability to maintain simple records.

### **Minimum Qualifications**

#### **Training:**

No formal training required.

**Note:** A valid West Virginia Driver's License may be required.

## OFFICE ASSISTANT 2

### **Nature of Work**

Under general supervision, performs full performance level work in multiple-step clerical tasks calling for interpretation and application of office procedures, rules and regulations. Performs related work as required.

### **Distinguishing Characteristics**

Performs tasks requiring interpretation and adaptation of office procedures as the predominant portion of the job. Tasks may include posting information to logs or ledgers, and checking for completeness, typing a variety of documents, and calculating benefits. May use a standard set of commands, screens, or menus to enter, access and update or manipulate data.

At this level, the predominant tasks require the understanding of the broader scope of the work function, and requires an ability to apply job knowledge or a specific skill to a variety of related tasks requiring multiple steps or decisions. Day-to-day tasks are routine, but initiative and established procedures are used to solve unusual problems. The steps of each task allow the employee to operate with a latitude of independence. Work is reviewed by the supervisor in process, randomly or upon completion. Contacts are usually informational and intergovernmental.

### **Examples of Work**

Posts information such as payroll, materials used or equipment rental to a log or ledger; may be required to check for completeness; performs basic arithmetic calculations (addition, subtraction, division or multiplication); corrects errors if the answer is readily available or easily determined. Maintains, processes, sorts and files documents numerically, alphabetically, or according to other predetermined classification criteria; reviews files for data and collects information or statistics such as materials used or attendance information.

Answers telephone, screens calls, takes messages and complaints; gives general information to callers when possible, and specific information whenever possible.

Receives, sorts and distributes incoming and outgoing mail.

Operates office equipment such as adding machine, calculator, copying machine or other machines requiring no special previous training.

Types a variety of documents from verbal instruction, written or voice recorded dictation.

Collects, receipts, counts and deposits money.

Calculates benefits, etc., using basic mathematics such as addition, subtraction, multiplication, division and percentages.

Posts records of transactions, attendance, etc., and writes reports.

May compile records and reports for supervisor.

May operate a VDT using a set of standard commands, screens, menus and help instructions to enter, access and update or manipulate data in the performance of a variety of clerical duties; may run reports from the database.

### **Knowledge, Skills and Abilities**

Knowledge of office procedures and methods.

Knowledge of business English, spelling and arithmetic.

Ability to operate the common types of office equipment related to the job.  
Ability to understand and follow oral and written instructions.

**Minimum Qualifications**     [\[Top\]](#)

**Training:**

Graduation from a standard high school or the equivalent.

**Experience:**

Two years of full-time or equivalent part-time paid experience in routine office work.

**Substitution:**

College hours, related business school, or vocational training may be substituted through an established formula for the required experience.



## OFFICE ASSISTANT 3

### **Nature of Work**

Under general supervision, performs advanced level, responsible and complex clerical tasks of a complicated nature involving interpretation and application of policies and practices. Interprets office procedures, rules and regulations. May function as a lead worker for clerical positions. Performs related work as required.

### **Distinguishing Characteristics**

Performs tasks requiring interpretation and adaptation of office procedures, policies, and practices. A significant characteristic of this level is a job inherent latitude of action to communicate agency policy to a wide variety of people, ranging from board members, federal auditors, officials, to the general public.

### **Examples of Work**

Analyzes and audits invoices, bills, orders, forms, reports and documents for accuracy and initiates correction of errors.

Maintains, processes, sorts and files documents numerically, alphabetically, or according to other predetermined classification criteria; researches files for data and gathers information or statistics such as materials used or payroll information.

Types a variety of documents from verbal instruction, written or voice recorded dictation.

Prepares and processes a variety of personnel information and payroll documentation.

Plans, organizes, assigns and checks work of lower level clerical employees.

Trains new employees in proper work methods and procedures.

Answers telephone, screens calls, takes messages and complaints and gives information to the caller regarding the services and procedures of the organizational unit.

Receives, sorts and distributes incoming and outgoing mail.

Operates office equipment such as electrical calculator, copying machine or other machines.

Posts records of transactions, attendance, etc., and writes reports.

Files records and reports.

May operate a VDT using a set of standard commands, screens, menus and help instructions to enter, access and update or manipulate data in the performance of a variety of clerical duties; may run reports from the database and analyze data for management.

### **Knowledge, Skills and Abilities**

Knowledge of office methods of practices and procedures.

Knowledge of business English, spelling and arithmetic.

Knowledge of program operations and policies with respect to general functions performed.

Ability to maintain or supervise the maintenance of records of some complexity and to prepare reports and tabulations from these records.

Ability to establish and maintain effective working relationships with other employees and the public.

Ability to understand and effectively carry out complex oral and written directions.

### **Minimum Qualifications**

#### **Training:**

Graduation from a standard high school or the equivalent.

#### **Experience:**

Four (4) years of full-time or equivalent part time paid experience performing routine office work.

#### **Substitution:**

College hours, related business school, or vocational training may be substituted through an established formula for the required experience.

## Painter

### Nature of Work

Under general supervision, performs, at the intermediate to experienced journey level, painting, finishing and decorating wood, metal and concrete surfaces of buildings, equipment, machinery and furnishings, interior and exterior, at state correctional, educational, recreational and health facilities and other public buildings. Performs related work as required.

### Examples of Work

Moves furniture and covers non-movable items such as shelves and lab bench tops to protect them from splatters.

Cleans new and old surfaces for finishing by the use of sandpaper, burners, scrapers, brushes, sanding machines, dusters, washing compounds and finish removers; fills small holes and cracks. Mixes paints and allied products; matches colors, applies undercoats and finish coats to furnishings, machinery, equipment, exterior and interior surfaces of buildings using brush, roller or spray gun.

Erects scaffolding needed to paint structures.

Creates and uses stencils; letters signs.

Cuts and installs glass; performs routine glazing operations.

Performs a limited amount of related carpentry, minor plumbing and electrical tasks occasionally as well as other maintenance work.

### Knowledge, Skills and Abilities

Knowledge of methods, materials, tools and equipment used in painting and finishing.

Knowledge of occupational hazards and safety precautions of the trade.

Skill in preparing surfaces for finishes.

Skill in using brush, roller and spray gun in painting and finishing.

Skill in preparing and applying varnishes, shellacs and paints which have water, oil and latex bases.

Skill in mix paints and match colors.

Ability to keep simple records and prepare simple reports.

Ability to safely work with finishing products that produce toxic or hazardous fumes.

Ability to safely work at various heights on ladders, platforms and scaffolds.

### Minimum Qualifications

#### Training:

No formal education required.

#### Experience:

Two years of full-time or equivalent part-time paid experience as a painter or self-employment in the painting trade or as a skilled painter's helper.

## PARALEGAL

### Nature of Work

An employee in this class assists an attorney or administrative superior in a legal setting by conducting research of legal sources such as statutes, regulations, legal opinions and related documents necessary for the preparation of briefs, pleadings and appeals. In a regulatory setting the incumbent may review and approve applications and reports for compliance with laws and regulations. The work may involve the preparation of case summaries and reports of pertinent facts in hearings attended. Considerable contact is maintained with attorneys and judicial personnel in the compilation of information. The incumbent may direct an office clerical staff. Performs related work as required.

### Examples of Work

Researches legal sources such as statutes, recorded judicial decisions and legal codes.  
Writes abstracts of evidence presented at administrative hearings and summaries of information on hearings or claims.  
Writes transcripts of appeal proceedings and transmits a copy of such transcripts to the appeal or hearing board.  
Directs clerical personnel in the typing and preparation of briefs and legal documents.  
Writes transcripts or hearings of appeals proceedings and transmits copy of such transcripts to the appeal or hearing board.  
Maintains records of all cases before counsel including briefs submitted, rulings and opinions and all cases appealed to the Supreme Court of Appeals.  
Attends hearings before the appeal or hearing board or the Supreme Court of Appeals.  
Keeps abreast of changes in agency or departmental laws, rules and regulations as well as state, federal and local laws relating to the area of assignment.  
Collects and summarizes information from books and periodicals for review by a responsible administrator or counsel.  
Composes routine correspondence.  
May maintain office statistical records.  
May prepare legal documents for civil action in tax cases.  
Monitors the movement of pending legislation in order to answer questions for departmental or agency personnel.

### Knowledge, Skills and Abilities

Knowledge of the broad principles and application of law, evidence, pleadings, and judicial procedure in West Virginia.  
Knowledge of and ability to effectively utilize the English language.  
Knowledge of legal citations.  
Ability to gather and interpret pertinent statutory and regulatory provisions and present findings in a logical and persuasive written form.  
Ability to supervise personnel engaged in clerical duties.  
Ability to understand governmental organization and operation.

### Minimum Qualifications

#### Training:

Successful completion of a Paralegal (Legal Assistant) training program. Substitution: Two years of full-time or equivalent part-time paid experience in a legal setting which required performing legal research, reading and interpreting laws, and preparing legal documents, under the supervision of an attorney may substitute for the required training.

## WORD PROCESSOR

### **Nature of Work**

Under close supervision, at the full-performance level, performs skilled operation of word processing equipment such as a memory typewriter, a personal computer, or other electronic keyboard to produce draft and final copies of a variety of typed materials such as letters, memos, reports, newsletters, brochures, articles, functional statements, legal motions, briefs, contracts, etc. This class is limited to those positions where the primary function is the operation of word processing equipment capable of data storage, formal coding, and/or text editing in a production setting requiring advanced typing skills. It is not intended for use in general office settings where workers use word processing equipment in lieu of typewriters in the course of daily clerical support. Performs related work as required.

### **Examples of Work**

Creates and sorts numerical and/or alphabetic data files.

Chooses form and format for routine correspondence and reports; follows given instructions for new or more complex tasks; may suggest style of format to users.

Refers to equipment manuals to determine methods for operating equipment and coding; refers to departmental manuals for commonly used formats.

Inserts and deletes information; moves material from document to document; merges items; searches for spelling errors; searches and replaces items globally.

Stores information on disk or other magnetic storage medium; retrieves information from storage medium for revision or printing.

Specifies and executes printer control commands such as single or double space, special margins, last line instructions, etc.

Proofreads printed materials to ensure accuracy and proper grammar, corrects errors, and reprints the copy.

Deletes obsolete documents from storage.

### **Knowledge, Skills and Abilities**

Knowledge of grammar, spelling and punctuation.

Knowledge of standard office procedures and practices.

Skills in using the text editing functions of the word processing equipment.

Ability to type accurately and rapidly.

Ability to edit documents without altering the intended legal meaning.

Ability to read equipment and departmental manuals and implement their instructions.

### **Minimum Qualifications**

#### **Training:**

Education equivalent to graduation from a standard high school or the equivalent.

#### **Experience:**

One year of full-time or equivalent part-time paid experience in an office clerical position requiring word processing.

#### **Substitution:**

Completion of formalized training in word processing from a business or vocational school may substitute through an established formula for six months of the required experience.

**PRICING PAGE - TEMP07  
REGION I**

Vendor Name: \_\_\_\_\_  
 # Years Providing Temp Svc: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_

**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, and Tyler

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

**REFERENCES - REGION I**

Company Name \_\_\_\_\_  
 Representative \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_

Company Name \_\_\_\_\_  
 Representative \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_

Company Name \_\_\_\_\_  
 Representative \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

PRICING PAGE - TEMP07  
REGION II

Vendor Name: \_\_\_\_\_  
 # Years Providing Temp Svc: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_

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

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

REFERENCES - REGION II

Company Name \_\_\_\_\_  
 Representative \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_

Company Name \_\_\_\_\_  
 Representative \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_

Company Name \_\_\_\_\_  
 Representative \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PRICING PAGE - TEMP07  
REGION III**

Vendor Name: \_\_\_\_\_  
 # Years Providing Temp Svc: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_

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

**Region III - Lewis, Upshur, Randolph, Pendleton, Hardy, Grant, Hampshire, Mineral, Morgan, Berkeley, Jefferson, Tucker, Barbour, Taylor, and Preston**

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

**REFERENCES - REGION III**

Company Name \_\_\_\_\_  
 Representative \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_

Company Name \_\_\_\_\_  
 Representative \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_

Company Name \_\_\_\_\_  
 Representative \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PRICING PAGE - TEMP07  
REGION IV**

Vendor Name: \_\_\_\_\_  
 # Years Providing Temp Svc: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_

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

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

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

**REFERENCES - REGION IV**

Company Name \_\_\_\_\_  
 Representative \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_

Company Name \_\_\_\_\_  
 Representative \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_

Company Name \_\_\_\_\_  
 Representative \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**AGREEMENT ADDENDUM**

WV-96  
Rev. 5/94

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:  
**STATE OF WEST VIRGINIA**

**VENDOR**

Spending Unit: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE STATEWIDE CONTRACT ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, "HIPAA") Business Associate Addendum ("Addendum") supplements and is made a part of the Agreement ("Agreement") by and between the West Virginia Department of Administration, Purchasing Division, on behalf of all state agencies executing a release order to the underlying contract to which this Addendum is appended ("Agency"), and the statewide contract vendor, the Business Associate ("Associate"), and is effective as of the date of the Release Order executed by the Agency to participate in the statewide contract.

Whereas the parties have a business relationship; and

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, and the parties do agree to at all times treat the PHI and interpret this Addendum consistently 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.**

a. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy and Security Rules.

b. **Privacy Rule.** Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and Part 164, Subparts A and E, as amended.

c. **Security Rule.** Security Rule means the Standards for the security of electronic protected health information found at 45 CFR Part 164, Subpart C, as amended.

**2. PHI Disclosed; Permitted Uses.**

a. **PHI Described.** PHI disclosed by the Agency to the Business Associate, PHI created by the Business Associate on behalf of the Agency, and PHI received by the Business Associate from a third party on behalf of the Agency are disclosable under this Addendum. The disclosable PHI is limited to the minimum necessary to complete the tasks, or to provide the services, associated with the terms of the original contract.

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 contract, 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 violate the minimum necessary policies and procedures of the Agency.

### 3. Obligations of Business Associate.

a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than stated in this Addendum or as required by law.

b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as required by this Addendum or by law.

c. **Safeguards.** The Associate will use appropriate safeguards 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 employees or 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;

(ii) Appropriate notification and training of its employees or agents to whom the PHI will be disclosed in order to protect the PHI from unauthorized disclosure;

(iii) Maintenance of a comprehensive 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.

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. **Report of Disclosure.** The Associate will promptly report to the Agency, in writing, any use or disclosure of the PHI not provided for by this Addendum of which it becomes aware.

f. **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.

g. **Documentation.** 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 and 164.316. 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 PHI shall include: (i) the date of disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of the entity or person; (iii) a brief description of the PHI disclosed; and (iv) 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.

h. **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 PHI 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.

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 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.

j. **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.

k. **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.g. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.

l. **Agents, Subcontractors Compliance.** The Associate will ensure that any of its agents, including any 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.

m. **Amendments.** The Associate shall make available to the specific Individual to whom it applies any PHI; make such PHI available for amendment; and make available the PHI required to provide an accounting of disclosures, all to the extent required by 45 CFR §§ 164.524, 164.526, and 164.528 respectively.

n. **Federal Access.** The Associate shall make its internal practices books, and records relating to the use and disclosure of 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.

#### 4. Termination.

a. **Duties at Termination.** Upon any termination of this Addendum, if feasible, the Associate shall return or destroy 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 this Addendum.

b. **Termination For Cause.** Agency may terminate this Addendum if at any time it determines that the Associate has violated a material term of the Addendum. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.

c. **Survival.** The respective rights and obligations of Associate under Section 3.k. of this Addendum shall survive the termination of this Addendum.

#### 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.

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 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.

i. **Applicability.** If the Agency which executes the Release Order and Agreement to participate in the underlying statewide contract is not a HIPAA covered entity, per 45 CFR § 160.103, or if the vendor does not use or disclose any PHI, this Addendum shall be null and void.

**AGREED:**

Name of Business Associate: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Agency: David Tincher, Director, Purchasing Division, Department of Administration, on behalf of all state agencies executing a release order to the underlying contract to which this Addendum is appended.

Signature \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM PRIOR TO  
ACKNOWLEDGEMENT THEREOF, THIS**  
27<sup>th</sup> day of July, 2004  
**DARRELL V. McGRAW, JR.**  
ATTORNEY GENERAL  
By: Dawn E. Whitfield  
DEPUTY ATTORNEY GENERAL

# AFFIDAVIT

**West Virginia Code §5A-3-10a states:**

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 the debt owned is an amount greater than one thousand dollars in the aggregate

**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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

**EXCEPTION:**

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_