

# Purchase Order



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

PURCHASE ORDER NO.  
 DEBT07HA

PAGE  
 1

BLANKET RELEASE  
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CORRECT PURCHASE ORDER NUMBER  
 MUST APPEAR ON ALL PACKAGES,  
 INVOICES, AND SHIPPING PAPERS.  
 QUESTIONS CONCERNING THIS PUR-  
 CHASE ORDER SHOULD BE DIRECTED  
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

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

## AGENCY COPY

\*C13142916 703-317-1630  
 NCO FINANCIAL SYSTEMS INC  
 507 PRUDENTIAL RD  
 HORSHAM PA 19044

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
09/02/2008		NET 30		231670927			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
0001	09/03/2008	%	946-33-99-000		.00000		
TO RE-ISSUE DEBT07H DUE TO CHANGE IN VENDOR NAME ACCORDING TO THE ORIGINAL TERMS AND CONDITIONS OF DEBT07H.  FROM: OSI COLLECTION SERVICES, INC. TO: NCO FINANCIAL SYSTEMS, INC.  EFFECTIVE DATE: FEBRUARY 2008  DEBT COLLECTION SERVICE							
PREVIOUS PO TOTAL==>					OPEN END		
PO NET CHANGE (+)==>							

PURCHASING DIVISION  
 CERTIFIED ENCUMBERED

SEP 8 2008

*Beverly Toler*

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *9/3/08*

OPEN END

TOTAL

APPROVED FOR  
*James Mayfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

JO ANN ADKINS 304-558-8802

BY *[Signature]*  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**GENERAL TERMS & CONDITIONS  
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/ Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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 may be deemed null and void, and 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.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

**NCO Group, Inc.**

507 Prudential Road  
Horsham, PA 19044

Phone: [800] 220-2274, Ext. 2103  
Phone: [215] 441-2103  
Fax: [215] 441-3944

**Steven L. Winokur**  
Executive Vice President

July 23, 2008

Ms. Jo Ann Adkins  
State of West Virginia  
2019 WASHINGTON ST EAST  
CHARLESTON, WV 25305

**RE: West Virginia Statewide Master Service Agreement ("Agreement")**

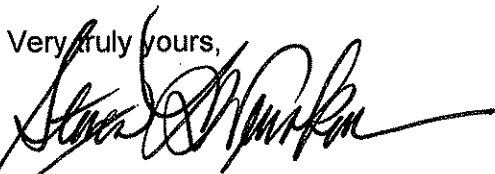
Dear Ms. Adkins:

Pursuant to your request, this letter is to acknowledge that the party to the above agreement is now NCO Financial Systems, Inc. rather than OSI Collection Services, Inc. Please update your records with the following contact information:

NCO Financial Systems, Inc.  
507 Prudential Road  
Horsham, PA 19044  
Attention: Steven L. Winokur, EVP  
215.441.2103  
[CONTRACTS@NCOGROUP.COM](mailto:CONTRACTS@NCOGROUP.COM)

We have also enclosed a completed WV-1 Form. Should you have any questions concerning this letter or the enclosure, please do not hesitate to contact the undersigned.

Very truly yours,



Steven L. Winokur  
Executive Vice President

slw/ds  
Enclosures

RECEIVED  
2008 JUL 24 A 10:11  
PURCHASING DIVISION  
STATE OF WV



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 Department of Administration  
 Purchasing Division  
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INVOICE TO

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

VENDOR

\*C13142916      703-317-1630  
 NCO FINANCIAL SYSTEMS INC  
 507 PRUDENTIAL RD  
 HORSHAM PA 19044

SHIP TO

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RECEIPT TICKET FOR PURCHASE ORDER: DEBT07HA							
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001		946-33-99-000	DEBT COLLECTION SERVICE		_____	_____	
SIGNATURE _____					DATE _____		
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							TOTAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL