



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

# Purchase Order

PURCHASE ORDER NO:  
 TEMP07A

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:  
 2

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

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

**AGENCY COPY**

VENDOR  
 \*709052549 304-766-4894  
 WV ASSOC OF REHAB FACILITIES  
 PO BOX 745  
  
 INSTITUTE WV 25112

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
12/27/2007		NET 30		550633886			
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				
			CHANGE ORDER #02				
			TO MAKE CORRECTIONS TO TEMP07A PRICE SCHEDULE. REVISED TEMP07A PRICE SCHEDULE ATTACHED.				
			*****NO ADDITIONAL CHANGES*****				
			PREVIOUS PO TOTAL==>		OPEN END		
			PO NET CHANGE (+)==>				

PURCHASING DIVISION  
 CERTIFIED ENCUMBERED

JAN 10 2008

*Beverly Toler*

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *1/03/08*

OPEN END

TOTAL

JO ANN ADKINS 304-538-8802

BY *[Signature]*  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

*Dawn Wayfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

**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 or 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.

**TEMP07A**  
**State Use Committee Fair Market Price Schedule**  
**Effective May 1, 2007**

JOB CLASSIFICATION	REGION I		REGION II		REGION III		REGION IV	
	State Agency Rate	State Agency Rate	State Agency Rate	State Agency Rate	State Agency Rate	State Agency Rate	State Agency Rate	
Accounting Technician 2	\$10.17	\$9.66	\$11.06	\$10.74				
Administrative Serv. Assistant 1	\$10.77	\$10.22	\$15.05	\$11.54				
Administrative Serv. Assistant 2	\$11.46	\$11.01	\$17.87	\$12.44				
Custodian	\$10.48	\$8.93	\$10.74	\$10.80				
Data Entry Operator 2	\$9.77	\$9.28	\$15.02	\$10.54				
Executive Secretary	\$10.74	\$10.42	\$17.87	\$11.04				
Groundskeeper	\$11.32	\$10.01	\$10.74	\$10.83				
Guard 1	\$10.51	\$9.64	\$10.74	\$10.91				
Guard 2	\$13.41	\$10.07	\$12.21	\$13.41				
Laborer	\$10.25	\$8.75	\$10.74	\$10.54				
Office Assistant 2	\$10.07	\$9.57	\$12.21	\$10.42				
Office Assistant 3	\$10.28	\$10.28	\$13.74	\$10.93				
Mailrunner	\$10.28	\$9.50	\$10.74	\$10.70				
Painter	\$13.68	\$14.15	\$14.89	\$14.89				
Word Processor	\$10.54	\$10.28	\$10.74	\$10.74				

**Region I**

Hancock, Brooke, Ohio, Marshall, Wetzel, Monongalia, Marion, Harrison, Doddridge, Gilmer, Pleasants, Calhoun, Wirt, Wood, Tyler

**Region II**

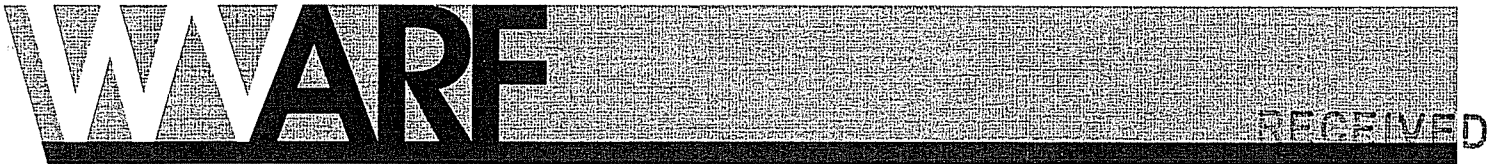
Mason, Cabell, Wayne, Mingo, Logan, Boone, Lincoln, Kanawha, Putnam, Roane, Jackson

**Region III**

Lewis, Upshur, Randolph, Pendleton, Hardy, Grant, Hampshire, Mineral, Morgan, Berkeley, Jefferson, Tucker, Barbour, Taylor, Preston

**Region IV**

Braxton, Clay, Nicholas, Fayette, Raleigh, Wyoming, McDowell, Mercer, Summers, Greenbrier, Pocahontas, Webster, Monroe



West Virginia Association of Rehabilitation Facilities

2007 DEC 21 A 9:31

STATE WIDE CONTRACT AGREEMENT

PURCHASING DIVISION  
STATE OF WV

This is for the Central Non-Profit Agency Fee Pricing "Corrections" for TEMP07 Contract

**Contractor:** West Virginia Association of Rehabilitation Facilities, Inc.  
PO Box 745, Institute, West Virginia 25112

**Work Performed By:** WVARF and various approved Community Rehabilitation Programs

**Customer Contact:** JoAnn Adkins, WV Purchasing Division  
PO Box 50130, Charleston, WV 25305-0130

**Period of Contract:** May 1, 2007 through April 30, 2008

**Bill Rates:** (See Corrected Billing Rates Attached for Region 2 and Region 4)

**Total Period Amount:** Open End Contract

WVARF agrees to provide temporary services according to the attached "Corrected" TEMP07 Fair Market Price Schedule effective May 1, 2007.

Glenn McEndree, Executive Director

12/20/07

Date

Mary Jones, Administrative Assistant

12-20-07

Date

JoAnn Adkins, Senior Buyer  
WV Purchasing Division

12/31/07

Date



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 Department of Administration  
 Purchasing Division  
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LINE	QUANTITY	UOP	VENDOR ITEM NO		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER:			TEMP07A	
LINE	CATNO	ITEM NUMBER	DESCRIPTION			QTY	DATE
0001		946-10-01-001	TEMPORARY EMPLOYEE SERVICES			_____	_____
			SIGNATURE _____			DATE _____	
						TOTAL	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

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