

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
 TEMP11E

PAGE
 1

BLANKET RELEASE
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CORRECT PURCHASE ORDER NUMBER
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 QUESTIONS CONCERNING THIS PUR-
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 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

AGENCY COPY

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

*016151113 304-637-4141
 TEMPORARY EMPLOYMENT SERVICES
 212 DAVIS AVENUE
 ELKINS WV 26241

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND		
04/29/2011	NET 30	550719038			
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		
BLANKET OPEN-END CONTRACT THIS PURCHASE ORDER IS TO ESTABLISH A BLANKET OPEN-END CONTRACT TO PROVIDE TEMPORARY SERVICES TO VARIOUS STATE AGENCIES AND ALL POLITICAL SUBDIVISIONS WITHIN THE STATE OF WEST VIRGINIA. THIS CONTRACT SHOULD NOT BE UTILIZED TO CIRCUMVENT HIRING FULL TIME EMPLOYEES. TEMP11E IS TO BE USED WHEN THE WORK PROJECT TO BE COMPLETED IS TEMPORARY IN NATURE AND CAN BE COMPLETED BY A SINGLE INDIVIDUAL WITHIN THE TIME LIMIT AS PROVIDED BY THE CONTRACT. THIS AWARD IS BASED ON ALL SPECIFICATION AND TERMS IN THE RFQ AND VENDOR'S BID DATED 03/28/2011. ALL WEST VIRGINIA STATE AGENCIES ARE REQUIRED TO CONTACT THE WEST VIRGINIA ASSOCIATION OF REHABILITATION SERVICES (WVARF) FOR ALL TEMPORARY SERVICE REQUIREMENTS PRIOR TO USING THIS OR ANY OTHER CONTRACT FOR SUCH SERVICE. WITHIN 48 HOURS WVARF SHALL ISSUE A WAIVER IF THEY ARE UNABLE TO PROVIDE THE REQUESTED TEMPORARY SERVICE. ***** AGENCY WILL THEN CONTACT THE LOWEST CONTRACT VENDOR IN THE APPROPRIATE COUNTY, MOVING ON TO					
				PURCHASING DIVISION CERTIFIED ENCUMBERED MAY 10 2011 <i>Beverly Toler</i>	
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>				OPEN END TOTAL	

APPROVED FOR
 ONE FISCAL YEAR
George Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Roberta Wagner* BUYER 42 304-558-8802
 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **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 agency 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.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

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VENDOR

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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
0001	04/30/2012	JB	946-10-01-001		.00000		
<p>THE NEXT LOWEST CONTRACT VENDOR, UNTIL THE POSITION IS FILLED. TEMP11 SYNOPSIS LISTS ALL CONTRACT AWARDS. *****</p> <p>ONLY CLASSIFICATIONS IN REGIONS AS NOTED ON THE ATTACHED "TEMP11E CONTRACT PRICING PAGE", DATED MAY 1, 2011 ARE COVERED. NO OTHER CLASSIFICATIONS MAY BE PROVIDED THROUGH THIS CONTRACT.</p> <p>TEMPORARY EMPLOYEE SERVICES</p> <p>THE MANDATORY QUARTERLY REPORTS REQUIRED FROM THE VENDOR MUST IDENTIFY EACH TEMPORARY PLACEMENT (BY COMPLETE NAME, CLASSIFICATION, NUMBER OF HOURS WORKED PER QUARTER AND YEAR TO DATE, ALL LOCATIONS WHERE EACH HAS WORKED UNDER THIS CONTRACT, HOURLY PAY RATE AND TOTAL DOLLARS PAID TO THAT TEMPORARY WORKER. REPORTS ARE MANDATORY AND DUE WITHIN 30 DAYS AFTER END OF EACH 90 DAY PERIOD. REPORTS MUST BE SENT ELECTRONICALLY TO: JEAN.Y.JONES@WV.GOV (OR CURRENT SWC BUYER)</p> <p>NO TEMPORARY WORKER MAY WORK MORE THAN 720 HOURS IN ANY 12 MONTH PERIOD. THE 720 HOUR LIMIT INCLUDES ALL</p>							
						TOTAL	

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

BY _____
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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE		AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
	WORK THAT IS PERFORMED UNDER THIS CONTRACT. (PER CALENDAR YEAR)			(AND THE PREVIOUS)			
	EXHIBIT 3						
	LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON MAY 1, 2011 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
	UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
	RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.						
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							TOTAL

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	DELIVERY DATE	CAT NO.	ITEM NUMBER				
<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY 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</p>							
						TOTAL	

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	DELIVERY DATE	CAT NO	ITEM NUMBER		
	MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.				
	BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI- CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.				
	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.				
	REV. 04/11/2001				
	PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.				
					TOTAL

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**PRICING PAGE - TEMP11E
REGION I**

Vendor Name:	Temporary Employment Service Inc
# Years Providing Temp Svc:	21
Contact Person:	Hollis Vance
Phone #:	304-634-4141
Fax #:	304-637-2813

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

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

CLASSIFICATION	REGION I			
	Worker Pay	Statutory	Overhead	Total
1 Accounting Technician 2	\$7.75	\$1.94	\$1.71	\$11.40
2 Administrative Services Assistant 1	\$11.77	\$2.94	\$2.59	\$17.30
3 Administrative Services Assistant 2	\$12.84	\$3.21	\$2.82	\$18.87
4 Cook	\$7.49	\$1.87	\$1.65	\$11.01
5 Custodian	\$7.49	\$1.87	\$1.65	\$11.01
6 Data Entry Operator 2	\$9.63	\$2.41	\$2.12	\$14.16
7 Executive Secretary	\$12.84	\$3.21	\$2.82	\$18.87
8 Groundskeeper	\$7.49	\$1.87	\$1.65	\$11.01
9 Health Service Worker (Certified Nursing Program)	\$9.63	\$2.41	\$2.12	\$14.16
10 Laboratory Assistant 3	\$9.63	\$2.41	\$2.12	\$14.16
11 Laborer	\$7.49	\$1.87	\$1.65	\$11.01
12 Mail Runner	\$7.49	\$1.87	\$1.65	\$11.01
13 Office Assistant 2	\$8.56	\$2.14	\$1.88	\$12.58
14 Office Assistant 3	\$9.63	\$2.41	\$2.12	\$14.16
15 Painter	\$10.70	\$2.68	\$2.35	\$15.73
16 Paralegal	\$12.84	\$3.21	\$2.82	\$18.87
17 Parking Attendant	\$7.49	\$1.87	\$1.65	\$11.01
18 Word Processor	\$7.49	\$1.87	\$1.65	\$11.01

**PRICING PAGE - TEMP11E
REGION II**

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	No Award	No Award	No Award	No Award
2 Administrative Services Assistant 1	No Award	No Award	No Award	No Award
3 Administrative Services Assistant 2	No Award	No Award	No Award	No Award
4 Cook	No Award	No Award	No Award	No Award
5 Custodian	No Award	No Award	No Award	No Award
6 Data Entry Operator 2	No Award	No Award	No Award	No Award
7 Executive Secretary	No Award	No Award	No Award	No Award
8 Groundskeeper	No Award	No Award	No Award	No Award
9 Health Service Worker (Certified Nursing Program)	No Award	No Award	No Award	No Award
10 Laboratory Assistant 3	No Award	No Award	No Award	No Award
11 Laborer	No Award	No Award	No Award	No Award
12 Mail Runner	No Award	No Award	No Award	No Award
13 Office Assistant 2	No Award	No Award	No Award	No Award
14 Office Assistant 3	No Award	No Award	No Award	No Award
15 Painter	No Award	No Award	No Award	No Award
16 Paralegal	No Award	No Award	No Award	No Award
17 Parking Attendant	No Award	No Award	No Award	No Award
18 Word Processor	No Award	No Award	No Award	No Award

**PRICING PAGE - TEMP11E
REGION III**

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.

CLASSIFICATION	REGION III			
	Worker Pay	Statutory	Overhead	Total
1 Accounting Technician 2	7.75	1.94	1.71	\$11.40
2 Administrative Services Assistant 1	\$11.77	\$2.94	\$2.59	\$17.30
3 Administrative Services Assistant 2	\$12.84	\$3.21	\$2.82	\$18.87
4 Cook	\$7.49	\$1.87	\$1.65	\$11.01
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18 Word Processor	\$7.49	\$1.87	\$1.65	\$11.01

**PRICING PAGE - TEMP11E
REGION IV**

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

CLASSIFICATION	REGION IV			
	Worker Pay	Statutory	Overhead	Total
1 Accounting Technician 2	\$7.75	\$1.94	\$1.71	\$11.40
2 Administrative Services Assistant 1	\$11.77	\$2.94	\$2.59	\$17.30
3 Administrative Services Assistant 2	\$12.84	\$3.21	\$2.82	\$18.87
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Specifications

Revised 3/02/2011

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TEMP11

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 18 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 **MUST** 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 720 hours (or 90 eight-hour work days) 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 circumvent this limit. No approval for exceptions to this 720 hours (or 90 eight-hour work days) limit shall be granted. At the anniversary date of the temporary worker, their yearly window reopens and they may work an additional 720 hours (or 90 eight-hour work days) at a State Agency if they are selected as a temporary worker position. The clock shall not start over at the beginning of the calendar or fiscal year, unless that is the anniversary date for the temporary worker.

The quarterly reports required from the temporary personnel agencies shall provide information to allow monitoring of the 720 hours (or 90 eight-hour work days)

The temporary personnel agency and the State Agencies shall both be responsible for limiting any individual to a total of 720 hours (or 90 eight-hour work days).

No approval shall be granted for temporary personnel exceeding the 720 hours (or 90 eight-hour work days) 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 time 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 for 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 required from the Vendor must:

1. Identify each temporary replacement (complete name)
2. Classification
3. State Agency (s) where each has worked
4. Number of hours worked (for quarter and YTD)

5. Hourly Pay Rate
6. Total dollars paid to that temporary worker

These reports are mandatory; failure to adhere to this may result in cancellation of the 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. These reports are due within 30 days after end of each 90 day period.

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):

- When the contract(s) are issued, the State Agencies shall receive a spreadsheet to identify the lowest cost supplier for each classification, according to regions.
- State Agencies shall first contact the West Virginia Association of Rehabilitation Facilities (WVARF) (via fax – at 304-205-7915) using WVARF TSCS Form (Temporary Services Contract Sheet) or WVARF TSCN Form (Temporary Services Change Notice) 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.

- 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, and a copy of the WV-39 that includes all rates to be paid.
- 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, internet privileges, tobacco use, etc.)
- 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.
- Agencies with current temporary workers shall continue at the rate covered by the release in force until the end of the authorized release period. If a WV state agency requires temporary worker to continue after that release period ends, a new release against the new temporary contract shall be issued. If the temporary worker has remaining hours under the 720 hours (or 90 eight-hour work days) limit, the WV State agency may issue a WV-39 against the new contract without contacting

WVARF for an additional waiver. The waiver provided at the beginning of that assignment shall suffice.

Absent 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.

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

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 classification 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 this class are distinguished from the Administrative Services Assistant 2 by the size of the unit served and by the independence of action granted. 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.

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. Experience must have been at the Office Assistant 3 or Accounting Assistant 3 level or higher.

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**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.

COOK

Nature of Work

Under general supervision, performs full-performance level work preparing and cooking and/or baking food items in a state facility. May select or vary methods and foods as needed. May supervise Food Service Workers or other positions assigned to this area, as directed by supervisor. Performs related work as required.

Examples of Work

Cooks meats, vegetables, and pastries in accordance with standard recipes or oral instructions.
Prepares regular and special diets.
Operates mixers, ovens, steamers, peelers, grills and other food preparation equipment.
Sets up cafeteria lines and serves meals on the line or in the dining room.
Receives and stores food and food service items.
Cleans stoves, refrigerators and work areas.
Trains new workers in food preparation and kitchen procedures.
May order or participate in ordering food and supplies.

Knowledge, Skills and Abilities

Knowledge of the methods and equipment used in large scale food preparation and the preparation and serving of food in large-scale kitchens.
Knowledge of terminology, temperature and measurements used in food preparation.
Ability to read and understand recipes for food preparation.
Ability to determine portion yield for all foods used in large-scale food preparation.
Ability to lead and direct the work of kitchen workers.

Minimum Qualifications

Training:

Ability to pass a written test at the eighth grade level.

Experience:

One year of full-time or equivalent part-time paid experience in large-scale food preparation and serving.

Special Requirements:

Applicant must furnish an approved food handler's certificate within seven days after appointment.

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 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.

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.

HEALTH SERVICE WORKER

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.

Serves as a role model in the training of less experienced workers.

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.

SPECIAL REQUIREMENT FOR HEALTH DEPARTMENT

Preference will be given to applicants who have completed 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

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.

PARKING ATTENDANT

Nature of Work

Under general supervision, controls parking and provides information to the public and employees. Work is performed mainly outdoors and involves long periods of standing and exposure to all types of weather. Performs related work as required.

Examples of Work

Regulates parking on the governor's drive and assigned parking area; monitors metered parking areas use.

Monitors two hour metered parking area use.

Monitors assigned employee and reserved parking spaces; ensures buses use assigned places.

Directs public and delivery vehicles to available parking spaces.

Greets public and provides directions to various agencies, departments and meetings.

Gives information to tourists concerning interstates, the Capitol Complex, and points of interest.

Knowledge, Skills and Abilities

Knowledge of the location of the various agencies, departments, and special meetings in the Capitol Complex.

Knowledge of the various areas in the different lots in order to know where to send buses, delivery trucks, visitors and vendors.

Ability to give clear directions and information to the public and employees.

Ability to stand for long periods of time in all kinds of weather.

Ability to keep simple records.

Minimum Qualifications

Training:

Education equivalent to completion of the eighth (8) grade.

Substitution:

Experience as described below may substitute for two years of the required training.

Experience:

Two years of full-time or equivalent part-time paid experience involving public contact.

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.

1Q	The bid information states that some agencies may request that background checks and/or drug testing be conducted, but it is not mandatory for all positions/agencies. Therefore, can the expenses for doing so be rebilled to only the agencies that actually request such checks or should the expense for doing background checks and/or drug testing be factored into our bill rates "just in case" some agencies might request such checks/testing?
1A	BRIM routinely asks of every state agency if they perform background checks on employees (especially new hires), especially those that have any involvement with volunteers, minor children or vulnerable adults. This acts as a mechanism to eliminate candidates or current employees that may pose a risk to those we are entrusted to protect. Drug tests are not required, but we feel are needed. If the state agency requests that a background and/or drug test be conducted the vendor must provide the testing at no additional cost to the state agency.
2Q	Can you please provide a map and/or a website that can be accessed so that we will know which counties are contained in each of the 4 regions?
2A	A regional map is included in this addendum.
3Q	Will any of the positions involve the driving of state vehicles by temporary employees, and if yes, will the state sign a "vehicular" hold harmless acknowledging that the temporary agency cannot provide insurance coverage on state vehicles?
3A	A temporary employee may be asked to perform any number of tasks, one of which could be driving of a State vehicle. The State will not sign a "vehicular" hold harmless agreement. BRIM vehicle coverage extends to persons (including temporary workers) who operate a state vehicle with the permission of a person who is authorized to grant such permission. This coverage does not extend to a vendor providing the temporary worker.
4Q	Will any of the positions involve a temporary employee handling cash or any type of negotiable documents and if yes, will the state sign a "cash handling" hold harmless agreement for the agency providing the temporary employee?
4A	A temporary employee may be asked to perform any number of tasks, one of which could be handling cash or negotiable instruments. The State will not sign a "cash handling" hold harmless agreement. BRIM insurance coverage extends to persons (including temporary workers) who handle cash or negotiable instruments with the permission of a person who is authorized to grant such permission. This coverage does not extend to a vendor providing the temporary worker.

4 Regions for SWC

Region I

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

Region II

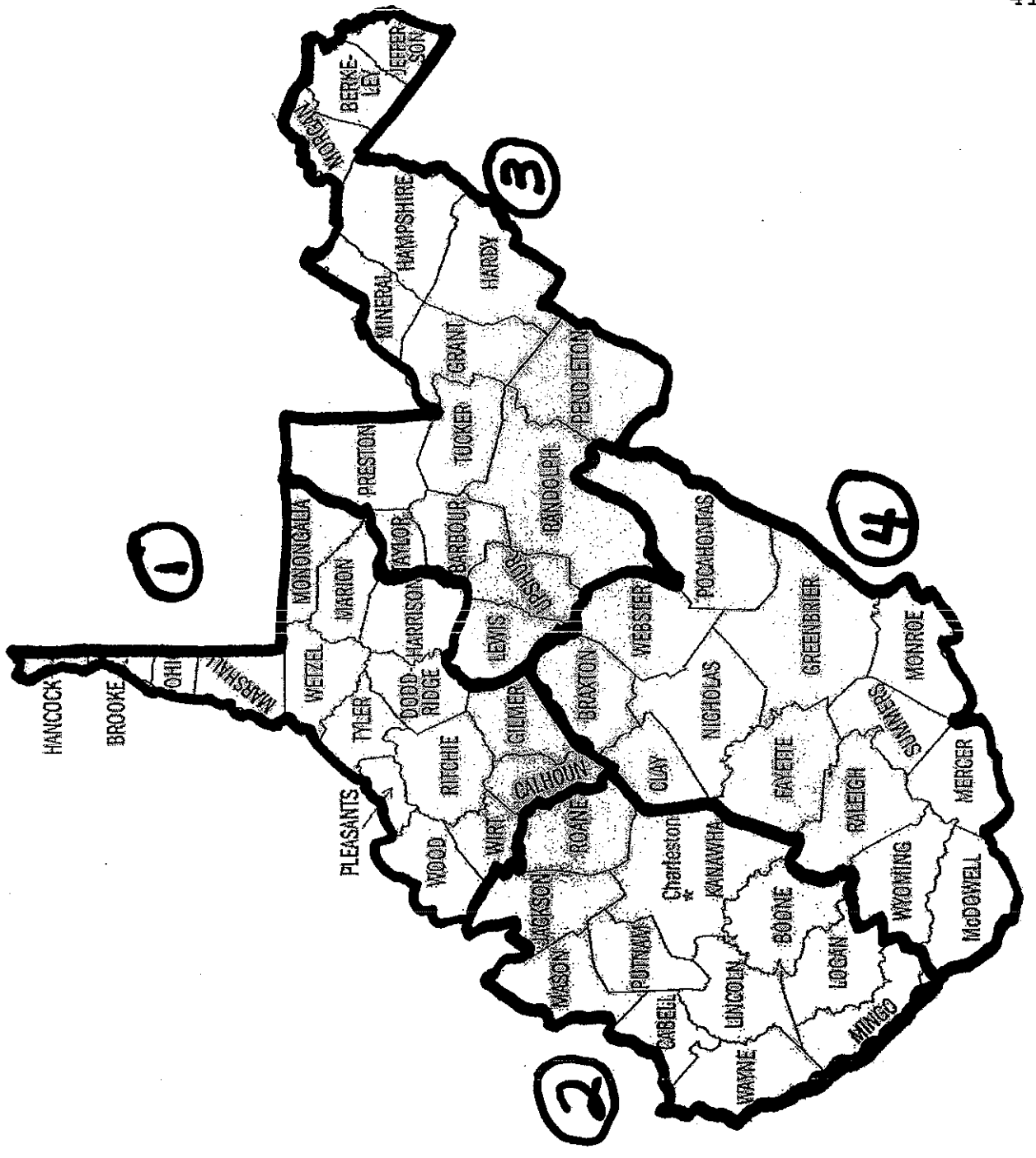
- Boone
- Cabell
- Jackson
- Kanawha
- Lincoln
- Logan
- Mason
- Mingo
- Putnam
- Roane
- Wayne

Region III

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

Region IV

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



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: TEMPORARY EMPLOYMENT SERVICE INC

Signature: *Heller Warner*

Title: PRESIDENT

Date: 3/28/11

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: *David Tincher*

Title: Director

Date: 5-2-11

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



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.
 TEMP11E

PAGE
 []

BLANKET RELEASE
 00

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

INVOICE TO

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

VENDOR

*016151113 304-637-4141
 TEMPORARY EMPLOYMENT SERVICES
 212 DAVIS AVENUE
 ELKINS WV 26241

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
04/29/2011		NET 30		550719038			
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				
RECEIPT TICKET FOR PURCHASE ORDER:				TEMP11E			
LINE	CATNO	ITEM NUMBER	DESCRIPTION	QTY	DATE		
0001	946-10-01-001	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