# 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. | PAGE |
|---|---|
| TEMP14B | 1 |

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

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

AGENCY COPY

VENDOR:
*909083545 304-325-3369
SAUNDERS STAFFING INC
PO BOX 211
400 NORTH ST
BLUEFIELD WV 24701

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

| DATE PRINTED | TERMS OF SALE | FEIN/SSN | FUND |
|---|---|---|---|
| 05/19/2014 | NET 30 | 550688283 | |
| **SHIP VIA** | **F.O.B** | **FREIGHT TERMS** | **ACCOUNT NUMBER** |
| BEST WAY | DESTINATION | PREPAID | MUL-MUL |

| LINE | QUANTITY / DELIVERY DATE | UOP / CAT.NO. | VENDOR ITEM NO. / ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | | | BLANKET OPEN-END STATEWIDE CONTRACT<br><br>THIS PURCHASE ORDER IS TO ESTABLISH A BLANKET OPEN-END CONTRACT TO PROVIDE TEMPORARY WORKER SERVICES FOR STATE AGENCIES AND POLITICAL SUBDIVISIONS.<br><br>THIS AWARD IS BASED ON ALL OF THE SPECIFICATIONS AND TERMS IN THE RFQ (TEMP14), ADDENDUM #1(DATED 1/2/14), AND THE VENDOR'S BID (DATED 1/7/14), INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF HEREOF.<br><br>THIS CONTRACT SHOULD NOT BE UTILIZED TO CIRCUMVENT HIRING FULL-TIME EMPLOYEES. TEMP14B IS TO BE USED WHEN THE WORK PROJECT TO BE COMPLETED IS TEMPORARY IN NATURE AND CAN BE COMPLETED WITHIN THE TIME LIMIT PROVIDED BY THE RELEASE ORDER. | | |
| 0001 | JB | | .00000 | |
| | 05/19/2014 | 946-10-01-001 | | |
| | TEMPORARY EMPLOYEE SERVICES | | | |
| | ********** | | | |
| | NOTE: STATE AGENCIES SHALL FIRST CONTACT THE CNA USING | | | |

PURCHASING DIVISION
CERTIFIED ENCUMBERED
MAY 21 2014
Beverly Toler

OPEN END
TOTAL

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE ☑ 5/19/14

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BY BOB KILPATRICK 304-558-0067
PURCHASING DIVISION AUTHORIZED SIGNATURE

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| | THE TSCS FORM (TEMPORARY SERVICES CONTACT SHEET). IF THE CNA RETURNS THE TSCS FORM INDICATING AN INABILITY TO FULFILL THE POSITION, OR IF THE CNA FAILS TO RETURN TSCS FORM WITHIN 48 HOURS, THE AGENCY WILL THEN CONTACT THE VENDOR WITH THE LOWEST RANKING FOR THE JOB CLASSIFICATION IN THE REGION(IE, RANK 1 FIRST, THEN RANK 2, ETC.). THE LOWEST RANK VENDOR THEN HAS 48 HOURS TO NOTIFY THE AGENCY THAT THEY CAN OR CANNOT PROVIDE A WORKER FOR THE JOB CLASSIFICATION. IF THE LOW RANK VENDOR FAILS TO RESPOND WITHIN 48 HOURS, OR RESPONDS THAT THEY CANNOT FILL THE POSITION, THE AGENCY MAY THEN CONTACT THE NEXT LOWEST RANK VENDOR, CONTINUING THIS CONTACT PROCESS UNTIL SUCH TIME THAT A VENDOR RESPONDS TO FILL THE POSITION AND A RELEASE ORDER IS ISSUED. WAIVERS PROVIDED BY THE CNA OR ANY OTHER VENDOR SHOULD BE KEPT ON FILE BY THE AGENCY.<br><br>IF THE CNA IS NOT AWARDED A JOB CLASSIFICATION, BEGIN THE ORDER OF CONTACT WITH THE LOWEST RANKED VENDOR.<br><br>EXHIBIT B, TEMPORARY WORKER REQUEST FORM, SHOULD BE INCLUDED IN INITIAL CONTACT WITH VENDOR (CNA OR OTHER) IF SPECIAL REQUIREMENTS, RESTRICTIONS, OR PROHIBITIONS APPLY TO THE POSITION. VENDORS' FAILURE TO RETURN COMPLETED EXHIBIT B PRIOR TO AGENCY ISSUING A RELEASE ORDER IS GROUNDS TO PROCEED TO CONTACT THE NEXT LOWEST RANKED VENDOR. | | | | |

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

TOTAL

*APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL*

BY _____

*PURCHASING DIVISION AUTHORIZED SIGNATURE*

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STATE AGENCIES SHOULD INCLUDE IN THEIR FIRST CONTACT TO ANY VENDOR (CNA OR OTHER) ANY REQUIREMENTS FOR FINGERPRINT BACKGROUND CHECKS AND/OR INTERVIEWS, AND A MODIFIED HIPAA BUSINESS ASSOCIATE ADDENDUM IF THERE IS PERSONALLY IDENTIFIABLE INFORMATION UNIQUE TO THE TEMPORARY ASSIGNMENT.

STATE AGENCIES SHOULD SEND THE TSCN (TEMPORARY SERVICES CHANGE NOTICE) FORM TO THE CNA WHEN A CURRENT TEMPORARY WORKER PROVIDED BY THE CNA MUST BE REPLACED OR THE POSITION IS ENDING.

STATE AGENCIES ARE NOT REQUIRED TO ISSUE NEW RELEASE ORDERS WHEN THEY WISH FOR THE VENDOR (CNA OR OTHER) TO REPLACE A TEMPORARY WORKER TO CONTINUE TO FULFILL THE NUMBER OF HOURS REQUESTED IN THE ORIGINAL RELEASE ORDER (IE, WHEN A TEMPORARY WORKER MUST BE REPLACED FOR ANY REASON). HOWEVER, STATE AGENCIES RETAIN THE RIGHT TO CANCEL THE REMAINING HOURS ON ANY RELEASE ORDER WHEN A TEMPORARY WORKER NEEDS REPLACED, OPTING EITHER TO BEGIN THE CONTACT PROCESS ANEW OR PROCEED TO THE NEXT LOWEST RANKED VENDOR (PER 4.1.16.6 FOR FAILURE TO REPORT, OR PER 4.1.17.1 FOR FAILURE TO REPORT ABSENCE, ETC.).

ORDERING PROCEDURE: STATE AGENCIES SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR SERVICES COVERED UNDER THIS CONTRACT.

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

TOTAL

*APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL*

BY _____
*PURCHASING DIVISION AUTHORIZED SIGNATURE*

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| | THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION TO FILL THE POSITION(S), A SECOND COPY MAILED TO THE PURCHASING DIVISION BUYER RESPONSIBLE FOR THE TEMP14 CONTRACTS, AND A THIRD COPY RETAINED BY THE SPENDING UNIT. | | | | |

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

TOTAL

*APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL*

BY _____

*PURCHASING DIVISION AUTHORIZED SIGNATURE*

## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

   **2.1 "Agency"** or **"Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

   **2.2 "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

   **2.3 "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

   **2.4 "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

   **2.5 "Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

   **2.6 "Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

   **2.7 "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

   **2.8 "Vendor"** or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☑ **Term Contract**

**Initial Contract Term:** This Contract becomes effective on May 19, 2014

and extends for a period of One (1) year(s).

**Renewal Term**: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to Two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension**: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

**Release Order Limitations:** In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☑ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

☑ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under $100,000. Personal or business checks are not acceptable.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☑ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

☑ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☑ **Commercial General Liability Insurance:**
$1,000,000.00 or more.

☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or $5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount NA for NA

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the $125 fee if applicable.

15. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. **DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. **INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.

25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

27. **APPLICABLE LAW**: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

28. **COMPLIANCE**: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.

29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

31. **MODIFICATIONS**: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**

32. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

33. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

34. **ASSIGNMENT**: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

35. **WARRANTY**: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

37. **BANKRUPTCY**: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**38. [RESERVED]**

**39. CONFIDENTIALITY**: The Vendor agrees that it 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/default.html.

**40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

**41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of 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.

**43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this 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; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

47. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of $1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

48. **ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

49. **CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

50. **REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☑ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☑ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304)558-9911 for more information.

52. **PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

    **a.** "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

    **b.** "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

    The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

    **a.** The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

    **b.** The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars ($50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

## SPECIFICATIONS

1. **PURPOSE AND SCOPE:** This request for Quotation is to establish a statewide contract to supply 18 specific temporary job classifications commonly required by State Agencies. The job classification requirements for each position are enclosed

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

   **2.1 "Contract Services"** means 18 specific temporary job classifications commonly required by the West Virginia State Agencies.

   **2.2 "Pricing Page"** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.

   **2.3 "RFQ"** means the official request for quotation published by the Purchasing Division and identified as **TEMP13**.

   **2.4 "Temporary Employee"** means an employee provided by a vendor awarded a contract under this RFQ, to an agency of the State of West Virginia on a temporary basis.

   **2.5 "CNA"** means Central Non-profit Agency bidding on this solicitation and gets awarded a contract.

   **2.6 "Withholding"** means the portion of State and Federal withholding taxes paid by the employer.

3. **QUALIFICATIONS:** Vendor shall have the following minimum qualifications:

   **3.1** Vendors must have been in business for a minimum of three (3) years, providing similar temporary services. The number of years in business should be added to the Pricing Pages. Vendors should provide (3) references for whom they provided temporary employees in each Region they are bidding. Omission of references or failure to indicate number of years providing temporary personnel may result in the disqualification of your bid. No award shall be made prior to bidder providing such references.

**NOTE:** If a Vendor 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 they have provided temporary employees with. An emergency telephone number must be supplied to permit the State Agencies a contact at the temporary agency during any overtime hours worked.

## 4. MANDATORY REQUIREMENTS:

**4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

### 4.1.1 Maximum Hours for Temporary Services

**4.1.1.1** Vendor shall not allow any temporary employee to work for the State of West Virginia for more than 1,000 hours (or 125 eight-hour work days) in a 12-month period beginning on the date the individual is first placed with any state agency. This limitation is cumulative and includes all time worked for any state agency. The number of hours worked shall accumulate for 12 months from the initial employment date. At the end of that 12 month period (the anniversary date of initial employment) the number of hours worked returns to 0 and the temporary employee may work another 1,000.

**4.1.1.2** Individuals shall not be permitted to move from one temporary personnel agency to another to circumvent this limit.

**4.1.1.3** **Exceptions to the 1,000 hour limit will not be granted.**

**4.1.1.4** Quarterly reports required from the temporary personnel agencies shall provide information to allow monitoring of the 1,000 hours (or 125 eight-hour work days).

**4.1.1.5** The Vendor and the State Agency shall also both be responsible for limiting any individual temporary worker to a total of 1,000 hours (or 125 eight-hour work days).

### 4.1.2 Payment

**4.1.2.1** Agencies shall pay Vendor for all temporary services in accordance with the rates established by the Contract as shown on the Pricing Pages. The only exceptions include overtime and holiday pay and authorized travel. The Vendors billing rate for each job classification shall include all costs associated with facilitating the temporary employment (e.g. employee compensation and overhead), as well as any and all insurance, taxes and other costs associated with employment of the Temporary Employees

### 4.1.3 Overtime and Holiday Pay

**4.1.3.1** Temporary Employees may work more than 40 hours in a week. Vendor shall bill and Agency shall pay 1.5 times the hourly billing rate contained on the Pricing Pages for all work in excess of 40 hours per week.

**4.1.3.2** Temporary Employees may work on days recognized as a holiday by the State of West Virginia. Vendor shall bill and Agency shall pay 1.5 times the hourly billing rate for any work performed on days recognized as a holiday by the State of West Virginia.

**4.1.3.3** In any instance where the Agency is billed 1.5 times the hourly billing rate, Vendor must pay the Temporary Employee 1.5 times the Temporary Employee's normal wage.

### 4.1.4 Fee Adjustment

**4.1.4.1** The State of West Virginia may consider an increase in the hourly billing rate only if the federal or state minimum wage rate changes during the life of the contract and that rate change entitles the Temporary Employee to an increased salary. Any adjustment shall be based on the actual dollar value of the increase not a percentage.

**4.1.4.2** 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.

### 4.1.5 Time Cards

**4.1.5.1** The Vendors shall supply all Temporary Employees with time cards. Hours worked shall be reviewed and approved on a daily or weekly basis by the State Agency's area supervisor or designee.

### 4.1.6 Conduct and Management

**4.1.6.1** The Vendors shall be responsible for the conduct and management of the Temporary Employee provided through this Contract and the Temporary Employee are and shall remain the employees of the Contractor. The State of West Virginia shall in no way be considered a co-employer.

### 4.1.7 One-Week Notice of Temporary Employee Replacement

**4.1.7.1** Vendors shall provide one week notice should they be required to replace the existing Temporary Employee or provide a new Temporary Employee. The State Agency is not required to justify any request to replace a Temporary Employee, nor are the State Agencies required to give advance notice.

NOTE: When a Temporary Employee is either removed or quits, there is no automatic privilege granted to the Vendor who supplied that Temporary Employee to replace that Temporary Employee.

### 4.1.8 Smoke Free and Drug Free

**4.1.8.1** Vendors 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.

### 4.1.9 Background Check/References

**4.1.9.1** State Agencies may request background checks and/or references for any Temporary Employee. State Agencies may request to interview the Temporary Employee prior to filling positions to verify the individual has the qualification for the temporary assignment. Please note that, if requested, Vendors will be responsible to pay for background check.

### 4.1.10 HIPPA

**4.1.10.1** The HIPPA requirements are attached. This must be signed by the Vendors and returned prior to issuance of any Contract.

### 4.1.11 Ethics in Public Contracting

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

### 4.1.12 Immigration Reform and Control Act of 1986

**4.1.12.1** Vendors shall provide temporary workers which are in compliance with the Immigration Reform and Control Act of 1986 (or current immigration laws).

### 4.1.13 Equal Employment Opportunity

**4.1.13.1** Vendors 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.

### 4.1.14 Reports

**4.1.14.1** In addition to what is covered by the General Terms and Conditions on this solicitation, Quarterly reports required from the Vendor must contain:

- Identification of each Temporary Employee (complete name)
- Classification of each Temporary Employee
- State Agencies where each Temporary Employee is working
- Number of hours each Temporary Employee has worked (for each quarter, YTD, and since initially beginning work for any State Agency)
- The Hourly pay rate for each Temporary Employee
- Total dollars paid to that Temporary Employee

NOTE: These reports are mandatory; failure to adhere to this may result in the cancellation of the Contract. Such reports must be sent electronically (excel document) to each agency utilizing this Contract and to the buyer responsible for this Contract at the Purchasing Division. **These reports are due within 30 days after end of each calendar year quarter.**

### 4.1.15 Exception Labor Sources

**4.1.15.1** There are certain labor services available to the 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
- The CNA.
- Prison labor
- Students from institutions of higher learning
- Volunteers

### 4.1.16 Agency Ordering Procedures

**4.1.16.1** When the Contract(s) are issued, the State Agencies will receive a spreadsheet to identify the lowest cost supplier for each classification, according to regions. In instances where the CNA bids on a Temporary Employee classification, the CNA may receive a first priority contract even though it is not the lowest cost supplier for that classification.

**4.1.16.2** If the CNA bids and is awarded a Contract, the CNA will have first priority for providing that Temporary Employee classification even if the CNA is not the lowest cost supplier and State Agencies shall first contact the CNA using TSCS Form (Temporary Services Contract Sheet) or TSCN Form (Temporary Services Change Notice) to fill a position in the Temporary Employee classification awarded to the CNA. CNA shall reply to the State Agency within 48 hours. A reply from the CNA indicating an unwillingness or inability to supply a Temporary Worker shall operate as a waiver from the CNA and must be retained by the State Agency. When CNA is unable to supply the temporary worker, or does not respond to the Agency within 48 hours, the awarded Vendor with the lowest hourly rate for that position in the region in question shall be contacted. If the temporary worker sent by CNA is unable or unwilling to perform the job duties, the State Agency may request a waiver from the CNA and contact the next Vendor if a waiver is granted.

**4.1.16.3** A Vendor providing services this Contract shall respond to any request for a Temporary Employee within 48 hours of receiving the request, unless the request is identified by the Agency as an emergency. When a temporary worker is required on an emergency basis, the State Agency may require an expedited response from the CNA or a Vendor providing the Temporary Employee under this Contract.

**4.1.16.4** State Agencies must send a Release Order (WV-39) to the Vendor to initiate the procurement of temporary services. The release form shall contain a description of the services required, job location within the relevant region, job classification, hourly billing rate and number of hours required, and start and end dates of the assignment. All releases shall be completed by the ordering State Agency. Waivers from the CNA must be attached to the WV-39 for invoices processed through the West Virginia State Auditor's office.

**4.1.16.5** At the discretion of the West Virginia State Agency, the form attached as Exhibit B may be required prior to accepting a Temporary Employee offered by any Vendor. 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 Employees arriving at a West Virginia State Agency will have a full understanding of all that is required of them for the temporary position. If requested by the State Agency, this form must be signed by the Vendor and the Temporary Employee, indicating that both the worker and the Vendor understand and accept the restriction and requirements for the temporary position. The State Agency may also use this form to list any prohibited activities by the Temporary Employee (discussion of pay, cell phone use, internet privileges, tobacco use, etc.).

**4.1.16.6** If CNA or any Vendor 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 the temporary position.

**4.1.16.7** 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 1,000 hours (or 125 eight-hour work

days) limit, the WV State Agency may issue a WV-39 against the new contract without contacting CNA for an additional waiver. The waiver provided at the beginning of the assignment shall suffice.

### 4.1.17 Absent Temporary Workers

**4.1.17.1** All Vendors (including CNA) must notify the West Virginia State Agency immediately upon learning that a Temporary Employee will be tardy or will be absent from work. The Vendor must instruct its employees that they must report absences to the Vendor and Vendor will communicate the absence to the State Agency.. 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 Temporary Workers supplied through the CNA should be reported to the CNA and the CAN will report the absence to the State Agency. It is strongly recommended to the Vendors that they check with each temporary worker one day prior to the beginning of the assignment to verify the start date. Vendors with a high percentage of "no shows" or a history of sending unacceptable temporary workers may be removed from the contract.

### 4.1.18 Removing a Temporary Worker

**4.1.18.1** Whenever a Temporary Employee is to be relieved of duties, the West Virginia State Agency shall notify the Vendor. Whenever this removal is due to behavior and/or other unacceptable problem, the Vendor shall assist the State Agency in retrieving the electronic pass card whenever one has been issued. If a temporary worker has been relieved of duties due to unacceptable behavior, that person shall not be referred again to any State Agency.

### 4.1.19 Solicitation for Temporary Worker

**4.1.19.1** Vendor shall not solicit work from the West Virginia State Agencies. When the need arises for a Temporary Employee, the State Agency shall make the necessary contact. Solicitation for work for temporary workers is strictly prohibited.

### 4.1.20 Hiring of Temporary Workers/Credit Applications

**4.1.20.1** There shall be no fee incurred by the State of West Virginia if an Agency decides to hire a Temporary Employee into a permanent position.

**4.1.20.2** Vendor shall not require a credit application to be completed by any State Agency.

**4.1.20.3** Vendor shall not request nor require any additional forms, policy statements, etc. to be assigned by any State Agency.

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

## 5. CONTRACT AWARD:

**5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract award may be limited to the five lowest bidders meeting the specifications in each job classification for each Region. Under this scenario, it will be possible for a Vendor to be awarded a contract for only a portion of the temporary positions they bid on.

**5.2 Pricing Page:** The State of West Virginia has divided the State into four Regions. The Vendor should provide billing information for each job classification in each Region they are bidding on. Vendor should complete the Pricing Page by providing an hourly rate paid to the Temporary Worker, Withholding, and overhead rates. Those three items will be added to determine the total amount for each job classification in the region Vendor is bidding. Vendor should complete the Pricing

Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services.

7. **PAYMENT:** Agency shall pay hourly rate as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

8. **TRAVEL:** Vendor will only be paid for a Temporary Employee's travel in instances where the State Agency specifically provides written authorization for the Temporary Employee to travel. Vendor shall only bill for time that temporary employees are working at a designated temporary employment location or on approved travel. Vendor shall not bill for travel from the temporary employees' home to the designated temporary employment location. The Vendor shall be reimbursed for a Temporary Employees travel expenses in accordance with the State of West Virginia travel regulations.

9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

   **9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

   **9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

   **9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

   **9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

   **9.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

## 10. VENDOR DEFAULT:

**10.1.** The following shall be considered a vendor default under this Contract.

**10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.

**10.1.2.** Failure to comply with other specifications and requirements contained herein.

**10.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

**10.1.4.** Failure to remedy deficient performance upon request.

**10.2.** The following remedies shall be available to Agency upon default.

**10.2.1.** Cancellation of the Contract.
**10.2.2.** Cancellation of one or more release orders issued under this Contract.
**10.2.3.** Any other remedies available in law or equity.

## 11. MISCELLANEOUS:

**11.1. Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Connie Saunders
**Telephone Number:** 304 344 4733 #12 888 799 2110
**Fax Number:** 304 325 6817
**Email Address:** saundersem@earthlink.net

# *EXHIBIT B*

## Temporary Worker Request Form

| | |
|---|---|
| **West Virginia State Agency:** | |
| **Contact:** | |
| **Telephone Number:** | |
| **Classification:** | |

| |
|---|
| West Virginia State Agency Requirements For Temporary Worker(s) |
| Restrictions/Prohibitions for Temporary Workers |

Form must be signed by both the temporary worker and representative of the temporary agency indicating acceptance of all requirements and restrictions for this temporary worker position.

_____ _____

Temporary Agency Representative Temporary Worker

_____ _____

Date Date

# ADDENDUM 1

## TEMP14 – Questions & Answers

1. Describe what the State's definition is for "withholding"? (We would consider it to be the burden consisting of FICA, Worker's Compensation, Unemployment, Liability and Bond Insurance, etc.)

   **A:** The definition of "Withholding" contained in the specifications is hereby amended to include the following items in addition to those items already listed:

   > "any fee, tax, or other sum of money required to be withheld from an employee's paycheck by federal, state, county, or municipal governing bodies"

2. Drug testing/Background – If not all departments request background checks then wouldn't be better to list those costs separately?

   **A:** No. There is no guarantee if any Agency will or will not request background checks.

3. Describe "Vendor shall submit one original technical and one original cost proposal plus ___ convenience copies of the each. Please explain.

   **A:** This is only when requested which is not on this solicitation.

4. How will the increase of ACA costs be accounted for since we do not have these available currently?

   **A:** Please see answer to question #11.

5. Under 4.1.5.1 (pg. 23) you state "the vendors supply all temporary employees with time cards". Can we use a computer generated time keeping system that we refer to as "direct time"?

   **A:** Yes, as long as the time record is updated daily.

6. 4.1.7 – Explain the "one week notice" ruling that is required. What if there is a family emergency or illness, do the vendors have to wait one full week before replacing the temporary?

   **A:** The language contained 4.1.7.1 is hereby amended by include the phrase ",except in cases of a bona fide emergency," as follows: "Vendors shall provide one week notice, except in cases of a bona fide emergency, should Vendor be required to replace the existing Temporary Employee or provide a new Temporary Employee."

7. 4.1.20.3 (page 29) states Vendor shall not request nor require any additional forms, policy statements, etc to be assigned by any State Agency. Does this mean signed documents and not procedural forms such as work environment surveys?

   **A:** Yes. Additional Terms and Conditions and Policies shall not be requested. Forms such as satisfaction surveys may be submitted to the Agency, but Agency is under no obligation to complete the forms and is not permitted to sign the forms.
   Also, **4.1.20.3** now corrected to read as follows: "Vendor shall not request nor require additional forms, policy statements, etc. to be signed by any State Agency."

8. If there are 5 lowest bid proposals accepted, who decides which Vendor will service the state agency?

   **A:** Please see Section 4.1.16 of the Specification.

9. 9.2 – How much are the replacement controlling cards or keys?

   **A:** It depends on the Agency/Region. But a $10.00 replacement fee is being charged within the Capitol Complex Buildings and most Agencies within the Charleston, WV area. No cash payments, only checks payable to the WV Department of Administration (and/or the Agency)

10. Under item 51, Background check it states a temporary may be required to submit to a fingerprint-based state and federal background inquiry through the state repository at the service provider's costs for any costs associated with the fingerprinted-based state and federal background inquiry. What is the cost and how many are generally requested in a one year period of time?

    **A:** Vendors should contact the West Virginia Division of Protective Services @ 304-558-9911 for more information regarding background check requirements as stated in Item # 51 of the General Terms and Conditions.

11. 4.1.4.1 Will the ACA costs be considered in the bill rates changing in the future?

    **A:** No, any actual or anticipated costs associated with the ACA must be included in the vendor's bid submission and reflected in the quoted price.

12. What type of drug testing will be required? (Swab? Panel number? Urine?)

    **A:** This depends on the placement per Section 4.1.8.1 of the Specification.

13. What type of background checks?

    **A:** Please see answer to # 10.

14. The bid package references it as TEMPS14 but in 2.3 it states TEMP13; which is it?

    **A: 2.3** is corrected and will read: **"RFQ"** means the official request for quotation published by the Purchasing Division and identified as **TEMP14**.

## 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 administra tive 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 relation ships 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.

## TEMP14 SYNOPSIS

| REGION I | | TEMP14A WVARF | | TEMP14B SAUNDERS STAFFING | | TEMP14C ADECCO USA | | TEMP14D EXPRESS EMPLOYMENT | | TEMP14E MANPOWER OF WV | | TEMP14F CHOICE STAFFING | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Region I:** Hancock, Brooke, Ohio, Marshall, Wetzel, Monongalia, Marion, Harrison, Doddridge, Gilmer, Pleasants, Calhoun, Wirt, Wood, Tyler, Ritchie | | All Counties | | All Counties | | All Counties | | All Counties | | Only Monongalia, Marion, Harrison, Doddridge, Gilmer, Pleasants, Wirt, Wood, Tyler & Ritchie Counties | | All Counties | |
| | **Classification** | **Price** | **Rank** | **Price** | **Rank** | **Price** | **Rank** | **Price** | **Rank** | **Price** | **Rank** | **Price** | **Rank** |
| 1 | Accounting Technician 2 | $ 11.97 | NA | $ 13.03 | 1 | $ 14.01 | 2 | No Bid | NA | $ 15.75 | 3 | No Bid | NA |
| 2 | Administrative Services Assistant 1 | $ 11.47 | NA | $ 11.66 | 1 | $ 12.78 | 3 | $ 12.11 | 2 | $ 18.00 | 4 | No Bid | NA |
| 3 | Administrative Services Assistant 2 | $ 11.97 | NA | $ 12.70 | 1* | $ 15.86 | 3 | $ 12.68 | 2 | $ 18.75 | 4 | No Bid | NA |
| 4 | Cook | $ 12.67 | NA | $ 12.35 | 2 | No Bid | NA | $ 10.97 | 1 | $ 14.25 | 3 | No Bid | NA |
| 5 | Custodian | $ 11.26 | NA | $ 12.35 | 3 | $ 11.23 | 1 | $ 11.26 | 2 | $ 13.50 | 4 | No Bid | NA |
| 6 | Data Entry Operator 2 | $ 11.26 | NA | $ 11.83 | 1* | $ 13.22 | 3 | $ 11.83 | 2 | $ 16.50 | 4 | No Bid | NA |
| 7 | Executive Secretary | $ 11.97 | NA | $ 12.35 | 1 | $ 18.36 | 3 | $ 14.68 | 2 | $ 20.25 | 4 | No Bid | NA |
| 8 | Groundskeeper | $ 11.26 | NA | $ 11.83 | 2 | $ 12.64 | 3 | $ 10.97 | 1 | $ 13.50 | 4 | No Bid | NA |
| 9 | Health Service Worker (CAN) | $ 14.08 | NA | $ 15.00 | 1 | No Bid | NA | No Bid | NA | No Bid | NA | No Bid | NA |
| 10 | Laboratory Assistant | No Bid | NA | $ 16.50 | 4 | $ 12.64 | 1 | $ 13.25 | 3 | $ 13.88 | 2* | No Bid | NA |
| 11 | Laborer | $ 11.26 | NA | $ 11.23 | 1* | $ 11.23 | 2* | $ 10.97 | 3 | $ 12.00 | 4 | No Bid | NA |
| 12 | Mail Runner | $ 11.26 | NA | $ 11.43 | 2 | $ 10.66 | 1 | $ 11.54 | 4 | $ 12.00 | 3* | No Bid | NA |
| 13 | Office Assistant 2 | $ 11.26 | NA | $ 11.11 | 1 | $ 11.25 | 2 | $ 11.54 | 3 | $ 14.25 | 4 | No Bid | NA |
| 14 | Office Assistant 3 | $ 11.61 | NA | $ 11.32 | 1 | $ 12.01 | 2 | $ 12.40 | 3 | $ 15.60 | 4 | No Bid | NA |
| 15 | Painter | $ 12.67 | NA | $ 21.00 | 3 | $ 12.24 | 1 | No Bid | NA | $ 15.75 | 2 | No Bid | NA |
| 16 | Paralegal | No Bid | NA | $ 21.52 | 4 | $ 18.55 | 3 | $ 14.39 | 1 | $ 18.30 | 2 | No Bid | NA |
| 17 | Parking Attendant | $ 11.26 | NA | $ 11.94 | 3 | $ 11.30 | 1* | $ 11.26 | 2 | $ 12.00 | 4 | No Bid | NA |
| 18 | Word Processor | $ 11.61 | NA | $ 11.46 | 1 | $ 11.86 | 2* | $ 11.83 | 3 | $ 13.88 | 4 | No Bid | NA |

*Awarded lower Rank by Vendor Preference

| REGION II | | TEMP14A WVARF | | TEMP14B SAUNDERS STAFFING | | TEMP14C ADECCO USA | | TEMP14D EXPRESS EMPLOYMENT | | TEMP14E MANPOWER OF WV | | TEMP14F CHOICE STAFFING | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Region II:** Mason, Cabell, Wayne, Mingo, Logan, Boone, Lincoln, Kanawha, Putnam, Roane, Jackson | | All Counties | | All Counties | | All Counties | | All Counties | | All Counties | | All Counties | |
| | **Classification** | **Price** | **Rank** | **Price** | **Rank** | **Price** | **Rank** | **Price** | **Rank** | **Price** | **Rank** | **Price** | **Rank** |
| 1 | Accounting Technician 2 | $ 11.97 | NA | $ 13.17 | 1 | $ 14.01 | 2 | No Bid | NA | $ 15.75 | 3 | $ 19.60 | 4 |
| 2 | Administrative Services Assistant 1 | $ 11.47 | NA | $ 11.80 | 1 | $ 12.78 | 3 | $ 12.11 | 2 | $ 18.00 | 5 | $ 16.80 | 4 |
| 3 | Administrative Services Assistant 2 | $ 11.97 | NA | $ 12.83 | 1* | $ 15.86 | 3 | $ 12.68 | 2 | $ 18.75 | 4 | $ 19.60 | 5 |
| 4 | Cook | $ 12.67 | NA | $ 12.99 | 2 | No Bid | NA | $ 10.97 | 1 | $ 14.25 | 3 | $ 16.80 | 4 |
| 5 | Custodian | $ 11.26 | NA | $ 12.99 | 3 | $ 11.23 | 1 | $ 11.26 | 2 | $ 13.50 | 4 | $ 14.00 | 5 |
| 6 | Data Entry Operator 2 | $ 11.26 | NA | $ 11.53 | 1 | $ 13.22 | 3 | $ 11.83 | 2 | $ 16.50 | 5 | $ 15.40 | 4 |
| 7 | Executive Secretary | $ 11.97 | NA | $ 12.52 | 1 | $ 18.36 | 3 | $ 14.68 | 2 | $ 20.25 | 4 | $ 21.00 | 5 |
| 8 | Groundskeeper | $ 11.26 | NA | $ 11.72 | 2 | $ 12.64 | 3 | $ 10.97 | 1 | $ 13.50 | 4 | $ 16.80 | 5 |
| 9 | Health Service Worker (CAN) | $ 14.08 | NA | $ 15.92 | 1 | No Bid | NA | No Bid | NA | No Bid | NA | $ 19.60 | 2 |
| 10 | Laboratory Assistant | No Bid | NA | $ 15.92 | 4 | $ 12.64 | 1 | $ 13.25 | 3 | $ 13.88 | 2* | $ 22.40 | 5 |
| 11 | Laborer | $ 11.26 | NA | $ 11.92 | 3 | $ 11.23 | 1* | $ 10.97 | 2 | $ 12.00 | 4 | $ 14.00 | 5 |
| 12 | Mail Runner | $ 11.26 | NA | $ 11.57 | 2* | $ 10.66 | 1 | $ 11.54 | 4 | $ 12.00 | 3* | $ 12.60 | 5 |
| 13 | Office Assistant 2 | $ 11.26 | NA | $ 11.10 | 1 | $ 11.25 | 2 | $ 11.54 | 3 | $ 14.25 | 4 | $ 15.40 | 5 |
| 14 | Office Assistant 3 | $ 11.61 | NA | $ 11.32 | 1 | $ 12.01 | 2 | $ 12.40 | 3 | $ 15.60 | 4 | $ 16.80 | 5 |
| 15 | Painter | $ 12.67 | NA | $ 19.74 | 3 | $ 12.24 | 1 | No Bid | NA | $ 15.75 | 2 | $ 21.00 | 4 |
| 16 | Paralegal | No Bid | NA | $ 21.52 | 4 | $ 18.55 | 3 | $ 14.39 | 1 | $ 18.30 | 2 | $ 24.40 | 5 |
| 17 | Parking Attendant | $ 11.26 | NA | $ 11.43 | 1* | $ 11.30 | 2* | $ 11.26 | 3 | $ 12.00 | 4 | $ 12.60 | 5 |
| 18 | Word Processor | $ 11.61 | NA | $ 11.43 | 1 | $ 11.86 | 2* | $ 11.83 | 3 | $ 13.88 | 4 | $ 14.00 | 5 |

*Awarded lower Rank by Vendor Preference

## TEMP14 SYNOPSIS

| REGION III | | TEMP14A WVARF | | TEMP14B SAUNDERS STAFFING | | TEMP14C ADECCO USA | | TEMP14D EXPRESS EMPLOYMENT | | TEMP14E MANPOWER OF WV | | TEMP14F CHOICE STAFFING | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Region III:** Lewis, Upshur, Randolph, Pendleton, Hardy, Grant, Hampshire, Mineral, Morgan, Berkeley, Jefferson, Tucker, Barbour, Taylor, Preston | | All Counties | | All Counties | | All Counties | | All Counties | | Only Lewis, Upshur, Randolph, Hampshire, Mineral, Morgan, Berkeley, Jefferson, Barbour, Taylo & Preston Counties | | All Counties | |
| | **Classification** | **Price** | **Rank** | **Price** | **Rank** | **Price** | **Rank** | **Price** | **Rank** | **Price** | **Rank** | **Price** | **Rank** |
| 1 | Accounting Technician 2 | $ 11.97 | NA | $ 13.03 | 1 | $ 14.01 | 2 | No Bid | NA | $ 15.75 | 3 | $ 19.60 | 4 |
| 2 | Administrative Services Assistant 1 | $ 11.47 | NA | $ 11.93 | 1 | $ 12.78 | 3 | $ 12.11 | 2 | $ 18.00 | 5 | $ 16.80 | 4 |
| 3 | Administrative Services Assistant 2 | $ 11.97 | NA | $ 12.97 | 1* | $ 15.86 | 3 | $ 12.68 | 2 | $ 18.75 | 4 | $ 19.60 | 5 |
| 4 | Cook | $ 12.67 | NA | $ 13.18 | 2 | No Bid | NA | $ 10.97 | 1 | $ 14.25 | 3 | $ 16.80 | 4 |
| 5 | Custodian | $ 11.26 | NA | $ 13.18 | 3 | $ 11.23 | 1 | $ 11.26 | 2 | $ 13.50 | 4 | $ 14.00 | 5 |
| 6 | Data Entry Operator 2 | $ 11.26 | NA | $ 11.59 | 1 | $ 13.22 | 3 | $ 11.83 | 2 | $ 16.50 | 5 | $ 15.40 | 4 |
| 7 | Executive Secretary | $ 11.97 | NA | $ 12.62 | 1 | $ 18.36 | 3 | $ 14.68 | 2 | $ 20.25 | 4 | $ 21.00 | 5 |
| 8 | Groundskeeper | $ 11.26 | NA | $ 12.11 | 2 | $ 12.64 | 3 | $ 10.97 | 1 | $ 13.50 | 4 | $ 16.80 | 5 |
| 9 | Health Service Worker (CAN) | $ 14.08 | NA | $ 18.00 | 1 | No Bid | NA | No Bid | NA | No Bid | NA | $ 19.60 | 2 |
| 10 | Laboratory Assistant | No Bid | NA | $ 16.80 | 4 | $ 12.64 | 1 | $ 13.25 | 3 | $ 13.88 | 2* | $ 22.40 | 5 |
| 11 | Laborer | $ 11.26 | NA | $ 11.94 | 3 | $ 11.23 | 1* | $ 10.97 | 2 | $ 12.00 | 4 | $ 14.00 | 5 |
| 12 | Mail Runner | $ 11.26 | NA | $ 11.70 | 2* | $ 10.66 | 1 | $ 11.54 | 4 | $ 12.00 | 3* | $ 12.60 | 5 |
| 13 | Office Assistant 2 | $ 11.26 | NA | $ 11.16 | 1 | $ 11.25 | 1 | $ 11.54 | 3 | $ 14.25 | 4 | $ 15.40 | 5 |
| 14 | Office Assistant 3 | $ 11.61 | NA | $ 11.32 | 1 | $ 12.01 | 2 | $ 12.40 | 3 | $ 15.60 | 4 | $ 16.80 | 5 |
| 15 | Painter | $ 12.67 | NA | $ 23.20 | 4 | $ 12.24 | 1 | No Bid | NA | $ 15.75 | 2 | $ 21.00 | 3 |
| 16 | Paralegal | No Bid | NA | $ 22.97 | 4 | $ 18.55 | 3 | $ 14.39 | 1 | $ 18.30 | 2 | $ 24.40 | 5 |
| 17 | Parking Attendant | $ 11.26 | NA | $ 11.59 | 2* | $ 11.30 | 1* | $ 11.26 | 3 | $ 12.00 | 4 | $ 12.60 | 5 |
| 18 | Word Processor | $ 11.61 | NA | $ 11.59 | 1 | $ 11.86 | 2* | $ 11.83 | 3 | $ 13.88 | 4 | $ 14.00 | 5 |

*Awarded lower Rank by Vendor Preference

| REGION IV | | TEMP14A WVARF | | TEMP14B SAUNDERS STAFFING | | TEMP14C ADECCO USA | | TEMP14D EXPRESS EMPLOYMENT | | TEMP14E MANPOWER OF WV | | TEMP14F CHOICE STAFFING | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Region IV:** Braxton, Clay, Nicholas, Fayette, Raleigh, Wyoming, McDowell, Mercer, Summers, Greenbrier, Pocahontas, Webter, Monroe | | All Counties | | All Counties | | All Counties | | All Counties | | Only Braxton, Clay, Nicholas, Fayette, & Raleigh Counties | | All Counties | |
| | **Classification** | **Price** | **Rank** | **Price** | **Rank** | **Price** | **Rank** | **Price** | **Rank** | **Price** | **Rank** | **Price** | **Rank** |
| 1 | Accounting Technician 2 | $ 11.97 | NA | $ 13.03 | 1 | $ 14.01 | 2 | No Bid | NA | $ 15.75 | 3 | No Bid | NA |
| 2 | Administrative Services Assistant 1 | $ 11.47 | NA | $ 11.73 | 1 | $ 12.78 | 3 | $ 12.11 | 2 | $ 18.00 | 4 | No Bid | NA |
| 3 | Administrative Services Assistant 2 | $ 11.97 | NA | $ 12.80 | 1* | $ 15.86 | 3 | $ 12.68 | 2 | $ 18.75 | 4 | No Bid | NA |
| 4 | Cook | $ 12.67 | NA | $ 12.73 | 2 | No Bid | NA | $ 10.97 | 1 | $ 14.25 | 3 | No Bid | NA |
| 5 | Custodian | $ 11.26 | NA | $ 12.73 | 3 | $ 11.23 | 1 | $ 11.26 | 2 | $ 13.50 | 4 | No Bid | NA |
| 6 | Data Entry Operator 2 | $ 11.26 | NA | $ 11.32 | 1 | $ 13.22 | 3 | $ 11.83 | 2 | $ 16.50 | 4 | No Bid | NA |
| 7 | Executive Secretary | $ 11.97 | NA | $ 12.35 | 1 | $ 18.36 | 3 | $ 14.68 | 2 | $ 20.25 | 4 | No Bid | NA |
| 8 | Groundskeeper | $ 11.26 | NA | $ 11.79 | 2 | $ 12.64 | 3 | $ 10.97 | 1 | $ 13.50 | 4 | No Bid | NA |
| 9 | Health Service Worker (CAN) | $ 14.08 | NA | $ 14.00 | 1 | No Bid | NA | No Bid | NA | No Bid | NA | No Bid | NA |
| 10 | Laboratory Assistant | No Bid | NA | $ 16.50 | 4 | $ 12.64 | 1 | $ 13.25 | 3 | $ 13.88 | 2* | No Bid | NA |
| 11 | Laborer | $ 11.26 | NA | $ 11.97 | 3 | $ 11.23 | 1* | $ 10.97 | 2 | $ 12.00 | 4 | No Bid | NA |
| 12 | Mail Runner | $ 11.26 | NA | $ 11.40 | 2 | $ 10.66 | 1 | $ 11.54 | 4 | $ 12.00 | 3* | No Bid | NA |
| 13 | Office Assistant 2 | $ 11.26 | NA | $ 11.11 | 1 | $ 11.25 | 2 | $ 11.54 | 3 | $ 14.25 | 4 | No Bid | NA |
| 14 | Office Assistant 3 | $ 11.61 | NA | $ 11.32 | 1 | $ 12.01 | 2 | $ 12.40 | 3 | $ 15.60 | 4 | No Bid | NA |
| 15 | Painter | $ 12.67 | NA | $ 22.40 | 3 | $ 12.24 | 1 | No Bid | NA | $ 15.75 | 2 | No Bid | NA |
| 16 | Paralegal | No Bid | NA | $ 21.52 | 4 | $ 18.55 | 3 | $ 14.39 | 1 | $ 18.30 | 2 | No Bid | NA |
| 17 | Parking Attendant | $ 11.26 | NA | $ 11.32 | 1* | $ 11.30 | 2* | $ 11.26 | 3 | $ 12.00 | 4 | No Bid | NA |
| 18 | Word Processor | $ 11.61 | NA | $ 11.46 | 1 | $ 11.86 | 2* | $ 11.83 | 3 | $ 13.88 | 4 | No Bid | NA |

*Awarded lower Rank by Vendor Preference

4 Regions for SWC _____

Region I

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

Region II

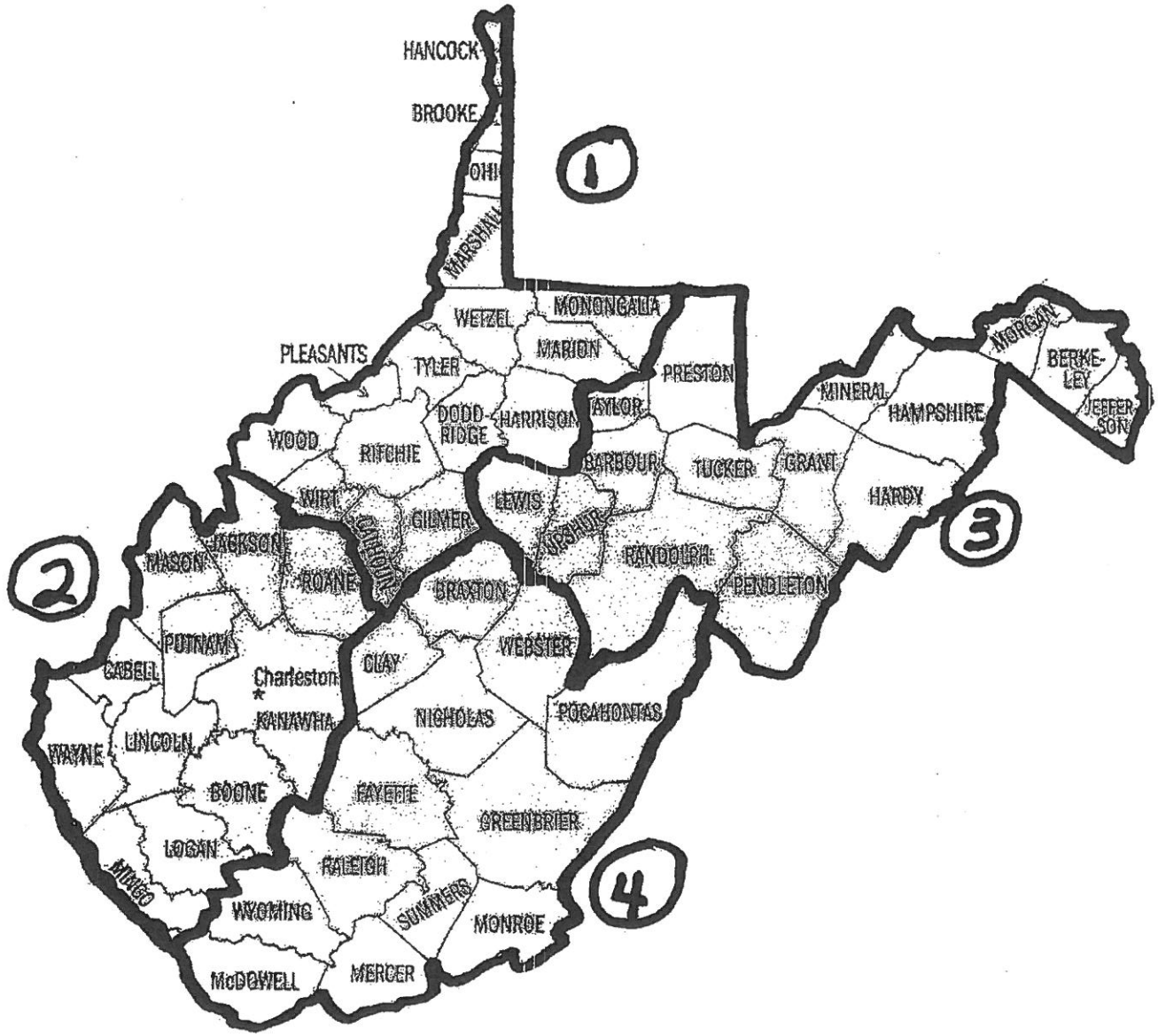
Boone
Cabell
Jackson
Kanawha
Lincoln
Logan
Mason
Mingo
Putnam
Roane
Wayne

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 ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

    a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: http://www.state.wv.us/admin/purchase/vrc/agencyli.html.

    b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).

    c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.

    d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.

    e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law No. 111-05, 111th Congress (2009).

f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.

g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.

h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.

j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. **Permitted Uses and Disclosures.**

a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.

b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.

c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. **Obligations of Associate.**

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

b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.

c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:

i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;

ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;

iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;

iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.

d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.

e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. **Support of Individual Rights.**

i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.

ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.

iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

- the date of disclosure;
- the name of the entity or person who received the PHI, and if known, the address of the entity or person;
- a brief description of the PHI disclosed; and
- a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."

v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

g. **Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.

h. **Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.

j. **Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.

k. **Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.

l. **Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyll.htm and,

unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or https://apps.wv.gov/ot/ir/Default.aspx.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

4. **Addendum Administration.**

a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.

b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.

d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.

e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. **General Provisions/Ownership of PHI.**

a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.

b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.

c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.

d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.

e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.

g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.

h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: WV State Purchasing Division

Signature:

Title: Director

Date: 5/19/14

Name of Associate: Saunders Staffing

Signature: Connie Saunders

Title: President

Date: 5/15/14

Form : WVBAA-012004
Amended 06.26 2013

APPROVED AS TO FORM THIS 21st
DAY OF May 20 14
Patrick Morrisey
Attorney General
BY