



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

State of West Virginia
Master Agreement

Order Date: 2020-07-09

CORRECT ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS
 ORDER SHOULD BE DIRECTED TO
 THE DEPARTMENT CONTACT.

Order Number: CMA 0212 0212 TEMP21D	Procurement Folder: 750607
Document Name: STATEWIDE CONTRACT: TEMP21D	Reason for Modification:
Document Description: TEMPORARY STAFFING SERVICES (Original PF: 738312)	Award of CRFQ 0212 SWC2000000004
Procurement Type: Statewide MA (Open End)	
Buyer Name: Mark A Atkins	
Telephone: (304) 558-2307	
Email: mark.a.atkins@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2020-07-15
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2021-07-14

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000118062 22ND CENTURY TECHNOLOGIES INC 220 DAVIDSON AVENUE, SUITE 118, SOMERSET NJ 08873 US Vendor Contact Phone: (888) 998-7284 Extension: 1007 Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Mark A Atkins Requestor Phone: (304) 558-2307 Requestor Email: mark.a.atkins@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

AGENCY COPY

Total Order Amount	Open End
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<i>MA 07/09/2020</i> PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>Tara Hyle</i> DATE: <i>7/16/2020</i> ELECTRONIC SIGNATURE ON FILE <i>7/16/2020</i>	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: <i>7/22/2020</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE <i>Beverly Tolson</i>
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Extended Description:

The Vendor, 22nd Century Technologies Inc. agrees to enter with the State of West Virginia into an open end contract to provide Temporary Staffing Services, per the Specifications, Terms and Conditions, Bid Requirements, Addendum_1 dated 06/18/2020 and the Vendor's bid dated 06/25/2020 incorporated herein by reference and made apart hereof.

ORDERING INSTRUCTIONS:

An agency may request use of the TEMP21-A through TEMP21-I Statewide Contracts for any order as-needed.

Agencies will review the Synopsis Award spreadsheets attached to the contract to identify the lowest cost supplier for each classification, according to region. A Central Non-Profit Agency, such as the West Virginia Association of Rehabilitation Facilities, will receive priority for any potential awards, even if they are not the lowest cost supplier for the classification. Waivers from the Central Non-Profit Agency must be attached to all invoices processed through the West Virginia State Auditor's office.

NOTE: If the Central Non-Profit Agency or any other Vendor has indicated they cannot fill the position, the State Agency may then go to the next low bidder to fill the temporary position after receiving a waiver from the vendor stating that staffing for the position is unavailable.

Type of Delivery Order - An ADO must be created in Oasis with the appropriate documentation attached for orders less than \$25,000.00 and a CDO for orders greater than \$25,000.00.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	80111600			HOUR	\$0.000000
	Service From	Service To			

Commodity Line Description: TEMPORARY EMPLOYEE STAFFING SERVICES

Extended Description:

See attached Synopsis Award Spreadsheets for Contract Pricing.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document 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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

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

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

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

2.6. "Award Document" 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 contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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

2.9. "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: **Initial Contract Term:** This Contract becomes effective on July 15, 2020 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 should be delivered to the Agency and then submitted to the Purchasing Division 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. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery 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.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will 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 Award Document 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. 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 a 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.

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

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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 in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: _____ per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: _____ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: 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.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. 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.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. 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.

19. 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

21. 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.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. PRIVACY, SECURITY, AND 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>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document 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.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

35. 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.

36. 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.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by 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"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an 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.

40. 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.

41. 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.

Revised 01/09/2020

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

42. 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:
- c. 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
- d. 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.

43. 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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Eva Gaddis-McKnight Administrator

(Name, Title)

Eva Gaddis-McKnight, Administrator

(Printed Name and Title)

220 Davidson Avenue, Suite 118, Somerset, NJ 08873

(Address)

888-998-7284 732-537-0888

(Phone Number) / (Fax Number)

govt@tscti.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

22nd Century Technologies, Inc.

(Company)

Eva Gaddis-McKnight Eva Gaddis-McKnight, Administrator

(Authorized Signature) (Representative Name, Title)

Eva Gaddis-McKnight, Administrator

(Printed Name and Title of Authorized Representative)

June 24, 2020

(Date)

888-998-7284 732-537-0888

(Phone Number) (Fax Number)

**Statewide Contract
CRFQ 0212 SWC2000000004
TEMPORARY STAFFING SERVICES
(TEMP21)**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids to establish a statewide open-end contract for 17 specific temporary job classifications commonly required by State Agencies. Agencies will utilize the contract for each job classification at time of need.

Job classification requirements for each position are included as **Attachment_1**.

This solicitation is intended to replace the expiring Statewide Contract for Temporary Workers (TEMP16) expiring 07/14/2020. The TEMP16 (16A thru 16G) contracts can be viewed on the Purchasing Division's Statewide Contracts page at:
<http://www.state.wv.us/admin/purchase/swc/TEMP.htm>

- 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 17 specific temporary job classifications commonly required by the West Virginia State Agencies as more fully described in these specifications.

2.2 "Pricing Page" means the pages, contained wvOASIS or attached hereto as **Exhibit_A**, upon which Vendor should list its proposed price for the Contract Services.

2.3 "Solicitation" or "Request for Quotation (RFQ)" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.4 "Temporary Employee" means an employee provided by a vendor awarded a contract under this Solicitation, 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 is awarded a contract.

2.6 "Withholding" means 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.

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TEMPORARY STAFFING SERVICES
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2.7 “Overhead Rate” means any fee, markup, or other sum of money that the vendor deems as cost associated with their ability to provide the services requested in the solicitation and is not part of the Worker Pay Rate or “Withholding Rate” listed in Section 2 Subsection 2.6 of these specifications.

3. QUALIFICATIONS: Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. NOTE: If a Vendor awarded a contract subsequent to the RFQ observes any periods of shutdowns for more than a public holiday or a weekend, that information must be provided to the West Virginia State Agencies that they have provided temporary employees. 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 Payment:

4.1.1.1 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 classifications shall include all costs associated with facilitating the temporary employment (e.g. employee compensation/worker rate, withholding, and overhead), as well as any and all insurance, taxes and other costs associated with employment of the Temporary Employees.

4.1.2 Overtime and Holiday Pay:

4.1.2.1 Temporary Employees may work more than forty (40) hours in a week. Any Temporary Employee working in excess of forty (40) hours per week must obtain prior authorization from the agency.

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(TEMP21)**

4.1.2.1.1 Vendor shall bill and Agency shall pay 1.5 times the hourly billing rate contained on the Pricing Pages for all authorized work in excess of forty (40) hours per week.

4.1.2.2 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.

4.1.2.3 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.

4.1.3 Fee Adjustment:

4.1.3.1 The State of West Virginia may consider a vendor's request to increase 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. A request to increase the hourly billing rate by the Vendor may result in a change to the Vendor's priority level.

4.1.3.2 Any request for an increase should be submitted to the Purchasing Division thirty (30) calendar 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.

4.1.4 Time Card:

4.1.4.1 The Vendors shall supply all Temporary employees with timecards. Hours worked shall be reviewed and approved on a daily or weekly basis by the State Agency's area supervisor or designee. Computer generated time keeping is acceptable as long as the time record is updated daily.

4.1.5 Conduct and Management:

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4.1.5.1 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.

4.1.6 One-Week Notice of Temporary Employee Replacement

4.1.6.1 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. 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.

4.1.7 Smoke Free and Drug Free:

4.1.7.1 Vendors shall advise their employees that the State Agencies require a smoke free and drug free workplace. This Contract may require drug testing of the Vendor's employees for specific placements.

4.1.7.2 Please note that, if requested Vendors will be responsible to pay for drug testing.

4.1.8 Background Check/References:

4.1.8.1 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 the positions to verify the individual has the qualification for the temporary assignment.

4.1.8.2 Please note that, if requested, Vendors will be responsible to pay for background check.

4.1.9 HIPAA Business Associate Addendum:

4.1.9.1 The HIPAA requirements are attached as **Exhibit_D**. This must be signed by the Vendors and returned prior to issuance of any Contract.

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4.1.10 Ethics in Public Contracting:

4.1.10.1 By submitting a bid and awarded a contract, the Vendor certifies the temporary services contract is entered into without collusion or fraud and the Vendors has neither offered nor received any inducements from any individual(s), public or private, in the preparation and pricing of the services to be provided.

4.1.11 Immigration Reform and Control Act of 1986:

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

4.1.12 Equal Employment Opportunity:

4.1.12.1 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 affiliations.

4.1.13 Reports:

4.1.13.1 In addition to what is covered by the General Terms and Conditions on this solicitation, Quarterly reports required from the Vendors 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 the Temporary Employee.

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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 will be provided in Excel format and sent via email on a quarterly basis to Mark.A.Atkins@wv.gov as follows:

<u>PERIOD END</u>	<u>REPORT DUE</u>
December 31	February 28
March 31	May 31
June 30	August 31
September 30	November 30

4.1.14 Exception labor Sources:

4.1.14.1 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 example 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.

4.1.15 Agency Ordering Procedures:

4.1.15.1 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 priority contract even though it is not the lowest cost supplier for that classification.

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4.1.15.2 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 forty-eight (48) hours. A reply from the CNA indicating an unwillingness or inability to supply a Temporary Employee shall operate as a waiver from the CNA and must be retained by the State Agency. When the CNA is unable to supply the Temporary Employee or does not respond to the Agency within forty-eight (48) hours, the awarded Vendor with the lowest hourly rate for that position in the region in question shall be contacted. If the Temporary Employee sent by the 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.

Delivery Orders in excess of \$25,000.00 shall require processing as Centralized Delivery Orders through the WV State Purchasing Division. Order of \$25,000.00 or under will be processed as Agency Delivery Orders. Signed, dated vendor quote shall be included with each Delivery Order (i.e., scanned and electronically attached in WVOasis).

4.1.15.3 A Vendor providing services for this Contract shall respond to any request for a Temporary Employee within forty-eight (48) hours of receiving the request unless the request is identified by the Agency as an emergency. When a Temporary Employee 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.

4.1.15.4 State Agencies must send a Delivery Order to the Vendor to initiate the procurement of temporary services. The Delivery Order shall contain a description of the services required, job location within the relevant region, job classification, hourly

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billing rate and number of hours required, and start and end dates of the assignment. All Delivery Orders shall be completed by the ordering State Agency. Waivers from the CNA must be attached to all invoices processed through the West Virginia State Auditor's office.

4.1.15.5 At the discretion of each West Virginia State Agency, the form attached as **Exhibit_B Temporary Worker Request Form** 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.).

4.1.15.6 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 Absent Temporary Workers:

4.1.16.1 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

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grounds to move on to the next bidder to fill the position. Information for Temporary Employees supplied through the CNA should be reported to the CNA and the CNA will report the absence to the State Agency.

Note: 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.

4.1.17 Removing a Temporary Worker:

4.1.17.1 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.

4.1.18 Solicitation for Temporary Employee's:

4.1.18.1 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.

4.1.19 Hiring of Temporary Workers/Credit Applications:

4.1.19.1 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.

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

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

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

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4.1.20 Temporary Worker's Job Classifications (job description and requirements will be provided as Attachment_1).

- 4.1.20.1** Accounting Technician 2
- 4.1.20.2** Administrative Services Assistant 1
- 4.1.20.3** Administrative Services Assistant 2
- 4.1.20.4** Cook
- 4.1.20.5** Custodian
- 4.1.20.6** Data Entry Operator 2
- 4.1.20.7** Executive Secretary
- 4.1.20.8** Groundskeeper
- 4.1.20.9** Health Service Worker
- 4.1.20.10** Laboratory Assistant 3
- 4.1.20.11** Laborer
- 4.1.20.12** Mail Runner
- 4.1.20.13** Office Assistant 2
- 4.1.20.14** Office Assistant 3
- 4.1.20.15** Paralegal
- 4.1.20.16** Parking Attendant
- 4.1.20.17** Word Processor

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 three (3) lowest bidders meeting the specifications in each job classification for each Region including the CNA. 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.

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5.2 Pricing Page: The West Virginia Purchasing Division has divided the State into four (4) geographical Regions (see **Exhibit_C**). The Vendor should provide billing information for each job classification for each Region they are bidding in the appropriate pricing page.

Vendor should complete the Pricing Pages (**Exhibit_A**) for each region (1 thru 4) they are interested in supplying temporary workers by providing an hourly rate paid to the Temporary Worker (Worker Pay rate), Withholding, and Overhead rates. Those three (3) items will be added to determine the **Total Rate** amount for each job classification in the region the Vendor is bidding. The **Total Rate** amount will be the rate used in the award evaluation and will be the rate charged to the agency utilizing the vendors contract for the temporary worker requested for each job classification.

Vendor should complete the Pricing Pages for each job classification they intend to provide temporary workers. Failure to complete the Pricing Page(s) in its entirety for each job classification in each Region bid by the vendor may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The pricing pages have been formatted to automatically calculate the Total Rate amount when the Temporary Worker (Worker Pay rate), Withholding, and Overhead rates are entered. Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate.

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. This Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** Agency shall pay hourly rate as shown on the Pricing Pages **Total Rate** amount, 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 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 Employee's home to the designated temporary employment

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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.

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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. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

II. 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: Sandeep Singh _____
Telephone Number: 703-286-7655 _____
Fax Number: 703-436-2147 _____
Email Address: sandeeps@tscti.com _____



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

State of West Virginia
 Request for Quotation
 34 — Service - Prof

Proc Folder: 738312

Doc Description: Addendum_1: SWC -TEMPORARY STAFFING SERVICES

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2020-06-18	2020-06-25 13:30:00	CRFQ 0212 SWC2000000004	2

BID RECEIVING LOGATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature X

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:**ADDENDUM_1**

Addendum_1 is issued for the following:

1. To publish the Purchasing Division's response to the questions submitted by Vendors during the Technical Questioning period.

No other changes made.

The West Virginia Purchasing Division is soliciting bids to establish a statewide open-end contract for 17 specific temporary job classifications commonly required by State Agencies, per the attached documents.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	TEMPORARY EMPLOYEE SERVICES	0.00000	JOB		

Comm Code	Manufacturer	Specification	Model #
80111600			

Extended Description :

TEMPORARY EMPLOYEE SERVICES:

Note: Vendor shall use Exhibit_A Pricing Page(s) for bid pricing.

If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by 10:00 am EDT	2020-06-16

SOLICITATION NUMBER: CRFQ 0212 SWC2000000004
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ 0212 SWC2000000004 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To publish the Purchasing Division's response to the questions submitted by Vendors during the Technical Questioning period.

No other changes made.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Question #1: Please share the headcount for temporary employees currently working with the State under this contract.

Response #1: The Purchasing Division does not have access to this information. Temporary staffing positions are requested at time of need by numerous state agencies.

Question #2: Would it be possible for the State to list the most frequently used temporary positions by the State?

Response #2: Please see response #1.

Question #3: What is the annual spend for this contract?

Response #3: Due to the various end users of this contract, the Purchasing Division does not have the actual spend amounts available. The State estimates yearly spend amounts in excess of one (1) million dollars per contract year.

Question #4: What will be the estimated budget for this contract?

Response #4: The State does not provide budget amounts for solicitations.

Question #5: How many vendors will be awarded as a result of this solicitation?

Response #5: Please refer to specification section 5.1 Contract Award for this information.

Question #6: What is the average temporary staff's tenure?

Response #6: Staffing needs are determined by each agency using the contract. The State permits delivery orders from each agency to last up to one year. If the agency determines the staffing need to continue, then a new delivery order will be created for up to the one-year term limit following the delivery order guidelines established in the contract.

Question #7: Is drug testing required? If so, 5 panel or 10 panel?

Response #7: Please refer to specification section 4.1.7.1 and 4.1.7.2. Panel requirements will be determined by the agency when needed.

Question #8: Is there any preference given to local vendors?

Response #8: Please refer to section 15 and 15a in the "Instructions to Bidders" document.

Question #9: What gaps are you looking to fill that current vendors didn't provide? If none, have you been satisfied with services provided by your current vendors?

Response #9: No gaps. The State does not offer subjective comments on previous contracts.

Question #10: Does the State expect any active contingent personnel to be transitioned to the new talent supplier? If so, how many resources are in the affected population?

Response #10: No. Talent will not be transitioned. Delivery orders are valid up to a maximum of one year from the start date of the temporary worker. At the end of the delivery order term, the agency will be required to issue a new delivery order if the staffing need continues to exist.

Question #11: Does the State have tenure limits for contingent labor? If so, how are they enforced?

Response #11: See response #6.

Question #12: What is the State's expected invoicing schedule (weekly, bi-weekly, monthly)?

Response #12: Please refer to Item #14 Payment in Arrears located in the General Terms & Conditions.

Question #13: Does the State currently utilize (or plan to utilize post-RFP award) a Master Services Provider (MSP) or a Vendor Management System (VMS)? If yes, are there associated fees that we should be taking into account when assessing our pricing capabilities?

Response #13: No. The State does not utilize a MSP or VMS plan.

Question #14: Are there additional transactional costs related to the State's organization (e.g., program/VMS fees) we should take into account when assessing our pricing?

Response #14: The WV Purchasing Division requires an annual Vendor Registration fee of \$125.00 dollars prior to the awarding of a contract. More information may be obtained from the Purchasing Division's website at:

<https://www.state.wv.us/admin/purchase/vrc/default.html>

Vendors must also be compliant with other State Agencies such as the WV Secretary of State, Tax, Workers Comp, etc.

Question #15: Please describe any overriding factors that tend to impact pay rates, length of assignments, or bill rates at your organization, such as federal/state acts, union requirements, and/or the State guidelines?

Response #15: Please refer to all solicitation documents published with this RFQ.

Question #16: Does the State have mandatory PTO for contingent labor? If so, what is the expectation and does the State want this billed separately or factored into the markup/bill rate?

Response #16: No Paid Time Off is available for staffing supplied under this contract. Please refer to the specifications for related information.

Question #17: Will the State be providing all equipment and workspaces needed for office-based positions?

Response #17: Yes.

Question #18: What personal protection equipment (PPE) is required by the State and for which roles? What equipment is provided by the State versus what the vendor needs to provide? Will PPE be billed at cost to the State?

Response #18: Any Agency requesting a temporary staff worker should provide their necessary PPE requirements and list what they will supply the temporary worker. No additional PPE charges may be billed to the agency to fulfill the PPE requirements. See Item #17 "ADDITIONAL FEES" located in the General Terms & Conditions document for additional information.

Question #19: What is the State's experience with overtime as a percent (%) of total hours billed?

Response #19: This information is not available.

Question #20: We understand that the contract will be awarded for an initial one-year period, with the State's option to renew for three additional 1 year periods. Will there be any consideration for pricing increases for the optional three 1 year periods?

Response #20: Please refer to specifications section 4.1.3 Fee Adjustment.

Question #21: Will all selected vendors receive the order at the same time? If not, with the award to potential multiple vendors, can you provide your process to deliver orders to the vendors? What will define your process - lowest price or fastest processing of the order?

Response #21: Contracts will be awarded at the same time. Please refer to specification section 4.1.15 Agency Ordering Procedures and specification 5.1 Contract Award.

Question #22: To ensure FCRA compliance, it is our company's policy to provide clients with an attestation of completion of background check pursuant to client's requirements, but not the actual results. Will the State accept letters of attestation in lieu of actual background check results?

Response #22: The State will not accept letters of attestation in lieu of the actual background check results. Please refer to Item #41 "BACKGROUND CHECK" located in the General Terms & Conditions document for additional information.

Question #23: Will WBE/MBE/DBE certifications from states other than Michigan be acceptable in this bid?

Response #23: Please refer to Item 16 Small, Women-owned, or Minority-owned Businesses located in the Instructions to bidders document.

Question #24: If government-mandated costs or expenses are enacted during the contract term, will respondents be allowed to request rate increases to cover these higher rates?

Response #24: Please see response #20.

Question #25: At what point in the RFP process would you like an ACORD proof of insurance document?

Response #25: Please refer to Section 8: "Insurance" located in the General Terms & Conditions.

Question #26: Pricing Form- For all of the 4 Regions, it appears that the pricing form for the counties located at the complete right of the form do not have the ability to auto-calculate. Is this the proper state of the form or will there be changes?

Response #26: This is the proper state of the pricing pages.

Question #27: What documents does the State require from a vendor in order to properly submit a bid for this RFP?

Response #27: Any document or information required to be submitted with the bid are identified in the solicitation documents. Please refer to item #23 "WITH THE BID REQUIREMENTS" located in the Instruction to Bidders document for additional information.

Question #28: What is the estimated budget for this RFQ? If unknown, please specify previous spending.

Response #28: Please see Response #3 and Response #4.

Question #29: Is this a single or multiple award RFQ?

Response #29: Multiple. Also see Response #5.

Question #30: Is this a new requirement? If not, please provide the current vendor(s) providing the service and how are the current services being procured? Apart from end of tenure, is there any other reason to release this solicitation? Are there any pain points?

Response #30: Please refer to Specification section 1 Purpose and Scope.

Question #31: Please provide the total number of temporary staffs on current assignments? Provide the job classification of each worker, vendor assigning the temporary employee, and the pay/bill rate for the temporary employee.

Response #31: Please refer to Response #1 and #2 and #30.

Question #32: Please provide a copy of the proposal of all current vendors providing temporary staffing, including rate/cost sheets.

Response #32: Please see Response #30.

Question #33: What are the most frequently used job categories in the subject matter RFQ?

Response #33: Please see Response #1.

Question #34: What is the average length of the assignment?

Response #34: The Purchasing Division does not have this information. See Response #10 for additional information.

Question #35: List of benefits current employees receiving from the incumbent.

Response #35: The Purchasing Division does not employee benefit information.

Question #36: List of client mandates holidays?

Response #36: WV Code §2-2-1 specifies State holidays. You may review these at <https://law.justia.com/codes/west-virginia/2011/chapter02/article2/2-2-1/>

Question #37: List of vacation and holidays current employees receiving from the incumbent.

Response #37: Per Specification section 4.1.2.2 temporary staffing employees may be required to work holidays. The requirements will be listed by the State agency requesting the temporary worker.

Question #38: What is Mandate Living Wage and Supplemental benefits?

Response #38: WV minimum wage and related information can be viewed on the WV Division of Labor website: <https://labor.wv.gov/Wage-Hour/Minimum-Wage/Pages/Minimum-Wage-and-Maximum-Hour-FAQs.aspx>

Question #39: Details on benefits package current incumbent providing temp staff.

Response #39: See Response #35.

Question #40: Is there any preference to local vendor?

Response #40: See Response #8.

Question #41: Is it mandatory to take SMALL, WOEMEN-OWNED, OR MINORITY-OWNED BUSINESSES as sub-contractor? If yes, how much weightage will be given in proposal evaluation?

Response #41: No.

Question #42: Can you provide specific format for RFQ?

Response #42: Do not understand the question. Everything required for a solicitation response is listed in the RFQ documents.

Question #43: Can you please provide the list of forms/attachments we need to attach with the proposal?

Response #43: See Response #27:

Question #44: Do we need to provide live or sample resumes with each job title listed in the solicitation? If yes, how much per job title?

Response #44: Resumes are not required in this RFQ.

Question #45: Do we need to submit Disclosure of Interested Parties to Contracts form with the proposal?

Response #45: See Response #27.

Question #46: Do you anticipate extending the bid due date?

Response #46: Not at this time. Any change will be communicated by Addenda.

Question #47: What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?

Response #47: Job classifications will be awarded by region to the lowest responsible bidder meeting all mandatory specifications.

Question #48: Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com/free?

Response #48: No.

Question #49: Other than your website, where was this bid posted?

Response #49: The Purchasing Division uses the WV Vendor Self Service Portal for bid notifications. The web link is <https://prod-fin-vss.wvoasis.gov/webapp/prdvss11/AltSelfService>

Question #50: This is in regards to the subject mentioned RFP. We would like to confirm if there is any possibility for portal submission if the proposals.

Response #50: Bids may be uploaded on the WV Vendor Self Service Portal. See Response #49 for the web link.

Question #51: From the Pricing Page template, please define Withholding Rate.

Response #51: Please see Specification section 2.6 for the definition.

Question #52: How many suppliers are you looking to award this business to?

Response #52: Please refer to Specification section 5.1 Contract Award.

Question #53: What is the biggest determining factor in your decision making process?

Response #53: Lowest Bid meeting all mandatory specifications.

Question #54: What was the spend for Contingent/Temporary Labor in 2019?

Response #54: Please see Response #3.

Question #55: What is the average duration of a contract assignment?

Response #55: Please see Response #6.

Question #56: In Section 5.2, Pricing Page within the Specifications Document it states "Vendor should complete the Pricing Pages for each job classification in the(y) intend to provide temporary workers. Failure to complete the Pricing Pages(s) in its entirety for each job classification in each Region bid by the vendor may result in Vendor's bid being disqualified." Please clarify- are vendors required to submit pricing for all positions or will bids providing pricing for select positions be accepted? Furthermore, are the vendors required to submit pricing for each region listed?

Response #56: Vendors are only required to bid on the job classification(s) they wish to provide in the Region(s) they wish to supply temporary staffing. Vendors do not have to bid all classifications or regions to be considered for an award.

Question #57: In Section 11. Miscellaneous, of the Specifications Document, the state requires the identification of a Vendor's Contract Manager and contact information. Does the state want this information submitted with the Vendor's bid? Please specific how the state would like this information to be presented.

Response #57: Per Section 11, Vendor should submit contact information with their bid. Simply complete the fields provided in the section.

Questions #58: Is the state requiring a technical proposal?

Response #58: No. A Technical proposal is only required in a RFP (Request for Proposal). This is a RFQ (Request for Quotation) which does not include a technical proposal format. All requirements for bid submission is included in the published RFQ documents.

Question #59: Does the state require resumes be included with the vendor's bid?

Response #59: No. See Response #44.

Question #60: Does the following list include all the required documents to be included with a vendor's bid?

- Exhibit a Pricing Pages
- Signed Instruction to Bidders and General Terms and Conditions Document
- Signed Purchasing Affidavit
- Signed CRFQ Form
- Exhibit D HIPPA Business Associate Addendum
- Disclosure of Interested Parties to Contracts

Please identify any documents the state would like to receive that are not listed above. Is there a specific order the city would like to see the documents presented?

Response #60: Please see Response #27.

Question #61: Exhibit D HIPPA Business Associate Addendum requires the signature of an Associate. Please confirm the Associate is the Vendor.

Response #61: Yes, the Associate is the Vendor.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0212 SWC2000000004

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

22nd Century Technologies, Inc.

Company

Eva Laddie-McKnight

Authorized Signature

- June 24, 2020

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

REGION 1:

SYNOPSIS AWARD LEVELS 1-3

TEMP21
Temporary Staffing Services

Hancock	Brooke	Ohio	Marshall	Wetzel	Monongalia	Marion	Harrison	Dodridge	Gilmer	Pleasants	Calhoun	Wirt	Wood	Tyler	Ritchie
		AWARD LEVEL 1		AWARD LEVEL 2		AWARD LEVEL 3									
CLASSIFICATION	VENDOR	RATE \$	VENDOR	RATE \$	VENDOR	RATE \$									
Accounting Technician 2	WVARF	\$ 15.81	Athena Consulting	\$ 12.30	Express Staffing	\$ 13.73									
Administrative Services Assistant 1	WVARF	\$ 15.81	Athena Consulting	\$ 12.30	22nd Century	\$ 12.94									
Administrative Services Assistant 2	WVARF	\$ 16.86	Athena Consulting	\$ 13.15	Express Staffing	\$ 14.02									
Cook	WVARF	\$ 13.00	Athena Consulting	\$ 12.30	Saunders Staffing	\$ 12.67									
Custodian	WVARF	\$ 14.05	Moten Tate	\$ 12.12	Athena Consulting	\$ 12.30									
Data Entry Operator2	WVARF	\$ 16.86	Athena Consulting	\$ 12.60	Saunders Staffing	\$ 12.74									
Executive Secretary	WVARF	\$ 17.99	Saunders Staffing	\$ 13.11	Athena Consulting	\$ 14.60									
Groundskeeper	WVARF	\$ 13.36	Moten Tate	\$ 12.12	Athena Consulting	\$ 12.30									
Health Service Worker	WVARF	\$ 14.05	Saunders Staffing	\$ 12.77	Athena Consulting	\$ 14.00									
Laboratory Assistant 3	Athena Consulting	\$ 12.30	22nd Century	\$ 12.65	Jay Kay	\$ 13.49									
Laborer	WVARF	\$ 14.05	Moten Tate	\$ 12.00	Athena Consulting	\$ 12.30									
Mall Runner	WVARF	\$ 13.36	22nd Century	\$ 12.58	Athena Consulting	\$ 12.30									
Office Assistant 2	WVARF	\$ 14.41	Athena Consulting	\$ 12.05	22nd Century	\$ 12.58									
Office Assistant 3	WVARF	\$ 15.81	Athena Consulting	\$ 12.40	Saunders Staffing	\$ 12.82									
Paralegal	Athena Consulting	\$ 14.30	Excelsior	\$ 15.70	Saunders Staffing	\$ 16.47									
Parking Attendant	WVARF	\$ 13.36	Athena Consulting	\$ 12.30	Saunders Staffing	\$ 12.53									
Word Processor	WVARF	\$ 14.05	Athena Consulting	\$ 12.30	22nd Century	\$ 12.58									
Region 1 Awards:															
CONTRACTS				COUNTIES AWARDED				KEY: RATE \$				HOURLY RATE			
CMA 0212 0212 TEMP21A WVARF				ALL											
CMA 0212 0212 TEMP21B Athena Consulting LLC dba Melissa Pappas				ALL											
CMA 0212 0212 TEMP21C Saunders Staffing, Inc.				ALL											
CMA 0212 0212 TEMP21D 22nd Century Technologies, Inc.				ALL											
CMA 0212 0212 TEMP21E Moten Tate, Inc.				ALL											
CMA 0212 0212 TEMP21F Express Services, Inc.				ALL											
CMA 0212 0212 TEMP21G Excelsior Consulting Services, Inc.				ALL											
CMA 0212 0212 TEMP21H Jay Kay, Inc.				ALL											
CMA 0212 0212 TEMP21I Manpower of WV, Inc. dba Manpower				NONE											
Effective Date: 07/15/2020															

REGION 2:

SYNOPSIS AWARD LEVELS 1-3

TEMP21
Temporary Staffing Services

Mason	Cabell	Wayne	Mingo	Logan	Boone	Lincoln	Kanawha	Putnam	Roane	Jackson					
		AWARD LEVEL 1		AWARD LEVEL 2		AWARD LEVEL 3									
CLASSIFICATION		VENDOR	RATE \$	VENDOR	RATE \$	VENDOR	RATE \$								
Accounting Technician 2		WVARF	\$ 15.81	Athena Consulting	\$ 12.30	Express	\$ 13.73								
Administrative Services Assistant 1		WVARF	\$ 15.81	Athena Consulting	\$ 12.30	22nd Century	\$ 12.94								
Administrative Services Assistant 2		WVARF	\$ 16.86	Athena Consulting	\$ 13.15	Express	\$ 14.02								
Cook		WVARF	\$ 13.00	Athena Consulting	\$ 12.30	Saunders Staffing	\$ 12.67								
Custodian		WVARF	\$ 14.05	Moten Tate	\$ 12.12	Athena Consulting	\$ 12.30								
Data Entry Operator2		WVARF	\$ 16.86	Athena Consulting	\$ 12.60	Saunders Staffing	\$ 12.74								
Executive Secretary		WVARF	\$ 17.99	Saunders Staffing	\$ 12.88	Athena Consulting	\$ 14.60								
Groundskeeper		WVARF	\$ 13.36	Moten Tate	\$ 12.12	Athena Consulting	\$ 12.30								
Health Service Worker		WVARF	\$ 14.05	Athena Consulting	\$ 14.00	Moten Tate	\$ 14.63								
Laboratory Assistant 3		Athena Consulting	\$ 12.30	22nd Century	\$ 12.65	Jay Kay	\$ 13.49								
Laborer		WVARF	\$ 14.05	Moten Tate	\$ 12.00	Athena Consulting	\$ 12.30								
Mail Runner		WVARF	\$ 13.36	Athena Consulting	\$ 12.30	22nd Century	\$ 12.58								
Office Assistant 2		WVARF	\$ 14.41	Athena Consulting	\$ 12.05	22nd Century	\$ 12.58								
Office Assistant 3		WVARF	\$ 15.81	Athena Consulting	\$ 12.40	Saunders Staffing	\$ 12.82								
Paralegal		Athena Consulting	\$ 14.30	Excelsior	\$ 15.70	Manpower	\$ 17.43								
Parking Attendant		WVARF	\$ 13.36	Athena Consulting	\$ 12.30	22nd Century	\$ 12.58								
Word Processor		WVARF	\$ 14.05	Athena Consulting	\$ 12.30	22nd Century	\$ 12.58								
Region 2 Awards:															
CONTRACTS				COUNTIES AWARDED				KEY: RATE \$				HOURLY RATE			
CMA 0212 0212 TEMP21A WVARF				ALL											
CMA 0212 0212 TEMP21B Athena Consulting LLC dba Melissa Pappas				ALL											
CMA 0212 0212 TEMP21C Saunders Staffing, Inc.				ALL											
CMA 0212 0212 TEMP21D 22nd Century Technologies, Inc.				ALL											
CMA 0212 0212 TEMP21E Moten Tate, Inc.				ALL											
CMA 0212 0212 TEMP21F Express Services, Inc.				ALL											
CMA 0212 0212 TEMP21G Excelsior Consulting Services, Inc.				ALL											
CMA 0212 0212 TEMP21H Jay Kay, Inc.				ALL											
CMA 0212 0212 TEMP21I Manpower of WV, Inc. dba Manpower				ALL											
Effective Date: 07/15/2020															

REGION 3:

SYNOPSIS AWARD LEVELS 1-3

TEMP21
Temporary Staffing Services

Lewis	Upshur	Randolph	Pendleton	Hardy	Grant	Hampshire	Mineral	Morgan	Berkeley	Jefferson	Tucker	Barbour	Taylor	Preston
		AWARD LEVEL 1		AWARD LEVEL 2		AWARD LEVEL 3								
CLASSIFICATION		VENDOR	RATE \$	VENDOR	RATE \$	VENDOR	RATE \$							
Accounting Technician 2		WVARF	\$ 15.81	Athena Consulting	\$ 12.30	Express	\$ 13.73							
Administrative Services Assistant 1		WVARF	\$ 15.81	Athena Consulting	\$ 12.30	22nd Century	\$ 12.94							
Administrative Services Assistant 2		WVARF	\$ 16.86	Athena Consulting	\$ 13.15	Express	\$ 14.02							
Cook		WVARF	\$ 13.00	Athena Consulting	\$ 12.30	Saunders Staffing	\$ 12.91							
Custodian		WVARF	\$ 14.05	Moten Tate	\$ 12.12	Athena Consulting	\$ 12.30							
Data Entry Operator2		WVARF	\$ 16.86	Athena Consulting	\$ 12.60	Saunders Staffing	\$ 12.74							
Executive Secretary		WVARF	\$ 17.99	Saunders Staffing	\$ 12.88	Athena Consulting	\$ 14.60							
Groundskeeper		WVARF	\$ 13.36	Moten Tate	\$ 12.12	Athena Consulting	\$ 12.30							
Health Service Worker		WVARF	\$ 14.05	Athena Consulting	\$ 14.00	Moten Tate	\$ 14.63							
Laboratory Assistant 3		Athena Consulting	\$ 12.30	22nd Century	\$ 12.65	Jay Kay	\$ 13.49							
Laborer		WVARF	\$ 14.05	Moten Tate	\$ 12.00	Athena Consulting	\$ 12.30							
Mail Runner		WVARF	\$ 13.36	Athena Consulting	\$ 12.30	22nd Century	\$ 12.58							
Office Assistant 2		WVARF	\$ 14.41	Athena Consulting	\$ 12.05	22nd Century	\$ 12.58							
Office Assistant 3		WVARF	\$ 15.81	Athena Consulting	\$ 12.40	Saunders Staffing	\$ 12.88							
Paralegal		Athena Consulting	\$ 14.30	Excelsior	\$ 15.70	Manpower	\$ 17.43							
Parking Attendant		WVARF	\$ 13.36	Athena Consulting	\$ 12.30	22nd Century	\$ 12.58							
Word Processor		WVARF	\$ 14.05	Athena Consulting	\$ 12.30	22nd Century	\$ 12.58							
Region 3 Awards:														
CONTRACTS				COUNTIES AWARDED										
								KEY:		RATE \$		HOURLY RATE		
CMA 0212 0212 TEMP21A		WVARF		ALL										
CMA 0212 0212 TEMP21B		Athena Consulting LLC dba Melissa Pappas		ALL										
CMA 0212 0212 TEMP21C		Saunders Staffing, Inc.		ALL										
CMA 0212 0212 TEMP21D		22nd Century Technologies, Inc.		ALL										
CMA 0212 0212 TEMP21E		Moten Tate, Inc.		ALL										
CMA 0212 0212 TEMP21F		Express Services, Inc.		ALL										
CMA 0212 0212 TEMP21G		Excelsior Consulting Services, Inc.		ALL										
CMA 0212 0212 TEMP21H		Jay Kay, Inc.		ALL										
CMA 0212 0212 TEMP21I		Manpower of WV, Inc. dba Manpower		ONLY		Lewis, Upshur, Randolph, Pendleton, Hardy, Grant, Mineral, Tucker, Barbour								
Effective Date: 07/15/2020														

REGION 4:

SYNOPSIS AWARD LEVELS 1-3

TEMP21
Temporary Staffing Services

Braxton	Clay	Nicholas	Fayette	Raleigh	Wyoming	McDowell	Mercer	Summers	Greenbrier	Pocahontas	Webster	Monroe			
AWARD LEVEL 1															
AWARD LEVEL 2															
AWARD LEVEL 3															
Classification	VENDOR	RATE \$	VENDOR	RATE \$	VENDOR	RATE \$									
Accounting Technician 2	WVARF	\$ 15.81	Athena Consulting	\$ 12.30	Express	\$ 13.73									
Administrative Services Assistant 1	WVARF	\$ 15.81	Athena Consulting	\$ 12.30	22nd Century	\$ 12.94									
Administrative Services Assistant 2	WVARF	\$ 16.86	Athena Consulting	\$ 13.15	Express	\$ 14.02									
Cook	WVARF	\$ 13.00	Athena Consulting	\$ 12.30	Saunders Staffing	\$ 12.83									
Custodian	WVARF	\$ 14.05	Moten Tate	\$ 12.12	Athena Consulting	\$ 12.30									
Data Entry Operator 2	WVARF	\$ 16.86	Athena Consulting	\$ 12.60	Saunders Staffing	\$ 12.80									
Executive Secretary	WVARF	\$ 17.99	Saunders Staffing	\$ 13.11	Athena Consulting	\$ 14.60									
Groundskeeper	WVARF	\$ 13.36	Moten Tate	\$ 12.12	Athena Consulting	\$ 12.30									
Health Service Worker	WVARF	\$ 14.05	Athena Consulting	\$ 14.00	Moten Tate	\$ 14.63									
Laboratory Assistant 3	Athena Consulting	\$ 12.30	22nd Century	\$ 12.65	Jay Kay	\$ 13.49									
Laborer	WVARF	\$ 14.05	Moten Tate	\$ 12.00	Athena Consulting	\$ 12.30									
Mail Runner	WVARF	\$ 13.36	Athena Consulting	\$ 12.30	22nd Century	\$ 12.58									
Office Assistant 2	WVARF	\$ 14.41	Athena Consulting	\$ 12.05	22nd Century	\$ 12.58									
Office Assistant 3	WVARF	\$ 15.81	Athena Consulting	\$ 12.40	22nd Century	\$ 12.94									
Paralegal	Athena Consulting	\$ 14.30	Excelsior	\$ 15.70	Manpower	\$ 17.43									
Parking Attendant	WVARF	\$ 13.36	Athena Consulting	\$ 12.30	22nd Century	\$ 12.58									
Word Processor	WVARF	\$ 14.05	Athena Consulting	\$ 12.30	22nd Century	\$ 12.58									
Region 4 Awards:															
CONTRACTS															
COUNTIES AWARDED															
KEY: RATE \$ HOURLY RATE															
CMA 0212 0212 TEMP21A	WVARF		ALL												
CMA 0212 0212 TEMP21B	Athena Consulting LLC dba Melissa Pappas		ALL												
CMA 0212 0212 TEMP21C	Saunders Staffing, Inc.		ALL												
CMA 0212 0212 TEMP21D	22nd Century Technologies, Inc.		ALL												
CMA 0212 0212 TEMP21E	Moten Tate, Inc.		ALL												
CMA 0212 0212 TEMP21F	Express Services, Inc.		ALL												
CMA 0212 0212 TEMP21G	Excelsior Consulting Services, Inc.		ALL												
CMA 0212 0212 TEMP21H	Jay Kay, Inc.		ALL												
CMA 0212 0212 TEMP21I	Manpower of WV, Inc. dba Manpower		ALL												
Effective Date: 07/15/2020															

ATTACHMENT_1

CRFQ 0212 SWC20600000004

TEMPORARY STAFFING SERVICES

**JOB CLASSIFICATIONS
AND
REQUIREMENTS**

ACCOUNTING TECHNICIAN 2

Nature of Work

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

Distinguishing Characteristics

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

Examples of Work

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

Knowledge, Skills, and Abilities

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

ACCOUNTING TECHNICIAN 2 (CONT'D)

Knowledge, Skills and Abilities (cont'd)

Ability to establish and maintain effective working relationships with others.

Minimum Qualifications

TRAINING:

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

EXPERIENCE:

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

SUBSTITUTION:

Successful completion of college-level accounting courses from an accredited college or university may be substituted at the rate of three semester hours equals six months experience;

OR

Successful completion of related business school or vocational training may be substituted for the experience through an established formula.

ADMINISTRATIVE SERVICES ASSISTANT 1

Nature of Work:

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

Distinguishing Characteristics:

Positions in this class are distinguished from the Administrative Services Assistant 2 by the size of the unit served and by the independence of action granted. Positions in a small agency or division may be responsible for a significant administrative component; other positions assist an administrative supervisor in a large state agency. Authority to vary work methods or policy applications or to commit the agency to alternative course of action is limited.

Examples of Work

Confers with inter- and intra-agency personnel to transact business, gather information, or discuss information; may be in a position with public or federal government contact. Gathers and compiles information for state records; writes reports, balances tally sheets, and monitors inventories, purchases, and sales. Updates records and contacts employees to gather information; represents the supervisor or unit in the area of assignment at in-house meetings. Maintains files of information in hard copy files or electronic format; runs reports for regular or intermittent review. Assists in determining the need for changes in procedures, guidelines and formats; devises a solution; monitors the success of solutions by devising quantitative/qualitative measures to document the improvement of services. Assists in the writing of manuals in the area of assignment; clarifies the wording and describes new procedures accurately.

Knowledge, Skills and Abilities

Knowledge of regulations, processes and procedures in the area of assignment.
Knowledge of general office practices and procedures.
Knowledge of state and federal laws and regulations related to the area of assignment.

ADMINISTRATIVE SERVICES ASSISTANT 1 (cont'd)

Knowledge, Skills and Abilities (CONT'D)

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 Technician 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 intragovernmental 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.

ADMINISTRATIVE SERVICES ASSISTANT 2 (CONT'D)

Examples of Work (cont'd)

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.

DATA ENTRY OPERATOR 2 (CONT'D)

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.

EXECUTIVE SECRETARY (CONT'D)

Examples of Work (cont'd)

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.

ESSENTIAL JOB FUNCTIONS

(Any specific position in this class may not include all of the duties listed, nor do the examples listed cover all of the duties that may be assigned.)
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 grounds keeping and simple horticulture practices. Knowledge of care of flowers, trees and shrubs common to grounds work and 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, layout and supervise the work of patients, inmates or employees.

GRUNDSKEEPER (CONT'D)

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 grounds keeping work.

Special Requirement: Possession of a valid driver's license may be required.

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.

HEALTH SERVICE WORKER (CONT'D)

Examples of Work (cont'd)

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:

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, mentally ill or mentally retarded.

Substitution for Veterans Nursing Facility, Long Term Care Facilities (Hopemont Hospital, Lakin Hospital, John Manchin Sr. Health Care Center and Jackie Withrow Hospital and the long term unit located at Welch Community Hospital):

Certification or registration as a Nursing Assistant or Nurse Aide may substitute for the above training and experience.

Special Requirement for Department of Health and Human

Resources:

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 and Human Resources as Health Service Worker.

HEALTH SERVICE WORKER (CONT'D)

**Special Requirement for Department of Health and Human Resources
(cont'd)**

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.

LABORATORY ASSISTANT 3 (CONT'D)

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 hand truck.
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.

OFFICE ASSISTANT 2 (CONT'D)

Examples of Work (cont'd)

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.

OFFICE ASSISTANT 3 (CONT'D)

Knowledge, Skills and Abilities

Knowledge of office methods of practices and procedures.

Knowledge of business English, spelling and arithmetic.

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

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

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

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

Minimum Qualifications

Training:

Graduation from a standard high school or the equivalent.

Experience:

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

Substitution:

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

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.

PARALEGAL (CONT'D)

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 other legal authorities, and preparing legal documents, under the supervision of an attorney, may substitute for the required training OR a combination of training and experience as described above may substitute through an established formula 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.

WORD PROCESSOR (CONT'D)

Knowledge, Skills and Abilities (cont'd)

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.

EXHIBIT_B

Temporary Worker Request Form

West Virginia State Agency Requirements for Temporary Worker(s)

Restrictions/Prohibitions for Temporary Worker(s)

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

EXHIBIT_C WW REGION MAP

4 REGIONS

Region I

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

Region II

Boone	Mason
Cabell	Mingo
Jackson	Putnam
Kanawha	Roane
Lincoln	Wayne
Logan	

Region III

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

Region IV

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



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/agencyil.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.

CRFQ 0212 SWC2000000004
Temporary Staffing Services



AGREED:

State of West Virginia
Name of Agency: WV Purchasing Division

Signature: *[Handwritten Signature]*

Title: Senior buyer

Date: 07/02/2020

Name of Associate: 22nd Century Technologies, Inc.

Signature: *[Handwritten Signature]*

Title: Administrator

Date: June 24, 2020

Form - WVBA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 24th
DAY OF JULY 20 19
[Signature]
Patrick Morrisey
Attorney General
BY _____

**CRFQ 0212 SWC2000000004
Temporary Staffing Services**



Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: 22nd Century Technologies, Inc.

Name of Agency: State of West Virginia, WV Purchasing Division

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

Included but not limited to the following:

- Personal Health Information
- Personal Identifiable Information
- Social Security Number
- Addresses
- Tax Identification Information
- Personal Phone Numbers
- All Correspondence marked Confidential
- Financial Information
- Financial Account number
- Credit Card Numbers
- Debit Card Numbers,
- Driver's License Numbers,
- State ID Numbers
- Marital Status
- Home Address

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER InsureYourCompany.com An ISU Network Member 225 Gordons Corner Road Suite 1H Manalapan NJ 07726		CONTACT NAME: Benjamin Levenson PHONE (A/C No. Ext): (888) 242-4675 FAX (A/C No.): (732) 862-1177 E-MAIL ADDRESS: Ben@insureyourcompany.com	
INSURED 22nd Century Technologies Inc 220 Davidson Avenue, Suite 118 Somerset NJ 08873		INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic Specialty Insurance Company NAIC # 27154 INSURER B: Wesco Insurance Company 25011 INSURER C: Hartford Insurance 30104 INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 105597 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CGL/Auto Deductible \$2500 <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	711016584-0001	02/07/2020	02/07/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	711016584-0001	02/07/2020	02/07/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 50,000 Deductible \$ 1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000	X	X	711016584-0001	02/07/2020	02/07/2021	EACH OCCURRENCE \$ 12,000,000 AGGREGATE \$ 12,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory to list) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WWC3432039	07/31/2019	07/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			760010565-0001	02/07/2020	02/07/2021	\$10,000,000 Each Claim / \$10,000,000 Aggregate
C	3rd Party Fidelity Crime Bond			13TP0322385	02/07/2020	02/07/2021	\$5,000,000 Each Loss / \$5,000,000 Aggregate
A	Cyber Liability			760010565-0001	02/07/2020	02/07/2021	\$3,000,000 Each Claim / \$3,000,000 Aggregate
C	EPL-Employment Practices Liab.			13KB0343846	11/18/2019	11/18/2020	\$1,000,000 Each Claim / \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder named as additional insured when required by written contract.

CERTIFICATE HOLDER Department of Administration, Purchasing Division 2019 Washington Street East Charleston WV 25305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Alan Levenson 06/16/2020