

# Overview for Contract

*Prior to utilizing a contract, the user should read the contract in it's entirety.*

## DESCRIPTION

- ▶ Temporary Clerk (General) & Clerk Typist: To cover the requirements of Office Administration (OA), Bureau of State Employment (BSE) only.
- ▶ Awarded Suppliers must operate and maintain an office within 25 miles of Harrisburg.
- ▶ BSE will provide Contractor(s) with written (or telephonic notification) if necessary Contractor will be advised of the location of assignment, scheduled work hours, and estimated length of assignment, anticipated job duties, and other related information.
- ▶ Suppliers are required to provide BSE, in writing, with the name(s), social security number(s) and birth date(s) of Contractor employees assigned to the Work Order in order for BSE to conduct criminal clearances. An area is provided on the Work Order for this information.
- ▶ Contractor must notify BSE within 24 hours of receipt of a Work Order in the event they are unable to provide requested staffing services.

## CONTRACT INFO

Contract Number & Title	SRM #4400000265 (9985-63) BSE Temporary Clerical Services Contract
Number of Suppliers	3
Validity Period	06/01/2007 – 05/31/2009
DGS Point of Contact	Emanuel L. Williams, Commodity Specialist
Contact Phone #	Tel: (717) 703-2946
Email	<a href="mailto:emwilliams@state.pa.us">emwilliams@state.pa.us</a>

Contract is within Procurement at <http://www.dgs.state.pa.us/>

## PRICING HIGHLIGHTS

- ▶ All pricing for services are on an hourly basis.
- ▶ A Purchase Order (PO) will be issued and will include the hourly rate, dollar amount, and estimated hourly usage. The contractor will be paid only for the actual hours utilized
- ▶ Any price updates must be approved in advance by the Department of General Services and only at the time of Contract renewal. Approval of requests for pricing updates will not affect the pricing under existing Contract Purchase Orders.

## PROCESS TO PURCHASE

- ▶ JFC Temps Inc. (SRM Contract #4400000275)  
James M. Carchidi: Contract administrator  
Telephone: (717) 761-8095  
Email: [jimc@jfcstaffing.com](mailto:jimc@jfcstaffing.com)
- ▶ Abel Personnel Inc. (SRM Contract #4400000277)  
Deborah Abel: President  
Telephone: (717) 561-2222  
Email: [dabel@abelpersonnel.com](mailto:dabel@abelpersonnel.com)
- ▶ Howroyd Wright Employment Agency Inc DBA  
AppleOne Employment Services (SRM Contract #4400000283)  
Kenneth W. Landau, Director of Government Services  
Telephone: (310) 516-1572  
Email: [klandau@appleone.com](mailto:klandau@appleone.com)

**SPECIAL CONTRACT TERMS AND CONDITIONS**

**CONTRACT SCOPE/OVERVIEW:** This Contract No. CN00025608 (identified here and in the other documents as the "Contract") will cover the requirements of the Bureau of State Employment (BSE) for supplementary clerical staffing services in the Harrisburg metropolitan area. The Contract will cover two (2) classifications of employees to be utilized by BSE – Clerk and Clerk Typist.

**ORDER OF PRECEDENCE:** These Special Contract Terms and Conditions supplement the Standard Contract Terms and Conditions for **Services**. To the extent that these Special Contract Terms and Conditions conflict with the Standard Contract Terms and Conditions for Services, these Special Contract Terms and Conditions shall prevail.

**TERM OF CONTRACT:** The Contract period shall extend 2 years from the date of a fully executed Contract with the option to renew for up to three (3) additional one (1) year terms.

**VENDOR REGISTRATION:** In order to do business with the Commonwealth you **must register** with the Department of General Services Central Vendor Management Unit (CVMU). Registration does not mean that you will automatically receive this or any other Contract with the Commonwealth, but you must obtain a Vendor Number to be paid or to bid other offerings by the Commonwealth in the future. If you already have a vendor number, disregard this notice. If you do not, please register electronically at [www.vendorregistration.state.pa.us](http://www.vendorregistration.state.pa.us) or call toll free 1-866-775-2868 or locally at 717-214-2868, or by e-mail at: [ra-co-bfm-cvmu@state.pa.us](mailto:ra-co-bfm-cvmu@state.pa.us)

**METHOD OF AWARD: (MULTIPLE AWARD INVITATION FOR BID (IFB):** Except as otherwise provided, award will be made to all responsible and responsive bidders, who comply with the "Eligibility Requirements". Prices are not a factor in receiving an award for this Contract. However, pricing is an important factor considered in determining the best overall value of contractors and will impact the selection of contractors to staff assignments.

**OPTION TO RENEW:** The Contract may be renewed for a maximum of three (3) additional one year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions, provided, however, that changes to Contractor rates under the contract up to three (3) percent may be considered with justification during each renewal term. No further document is required to be executed to renew the term of the contract.

**OPTION TO EXTEND:** BSE reserves the right, upon notice to the Contractor, to extend the Contract or any part of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new Contract.

**SUBCONTRACTING:** The use of subcontractors is not permitted.

**OPTION FOR SEPARATE COMPETITIVE BIDDING PROCEDURE:** BSE reserves the right to purchase services covered under this Contract through a separate competitive bidding procedure, whenever BSE deems it in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the service exists or when the price offered is significantly lower than the Contract price.

**ORDERING PROCESS:** Qualification for this Contract in no way obligates BSE to purchase any amount of qualified contractor's staffing services over the period of this contract. There will be no pre-determined order or method of selection of contractors to fill staffing requests. Selection of qualified contractors to fill staffing requests will be at the sole discretion of BSE. BSE may select one (1) or more Contractors, as needed to fulfill their staffing requirements at any given time. BSE may opt to utilize a blanket Purchase Order (PO) covering anticipated needs for up to 1 year, or may issue a PO on an as needed basis. The PO will be issued as follows:

A Purchase Order (PO) will be issued and will include the hourly rate, dollar amount, and estimated hourly usage. The contractor will be paid only for the actual hours utilized by the Commonwealth.

BSE will provide contractor(s) with written (or telephonic notification if necessary) of staffing needs utilizing the example **Work Order" (Attachment 4)** Contractor will be advised of the location of assignment, scheduled work hours, and estimated length of assignment, anticipated job duties, and other related information.

Contractor is required to provide BSE in writing with the name(s) and, social security number(s) and birth date(s) of contractor employees assigned to the Work Order in order for BSE to conduct criminal clearances. An area is provided on the Work Order for this information.

Contractor must notify BSE within 24 hours of receipt of a Work Order in the event they are unable to provide requested staffing services.

BSE reserves the right to reject the referral of contractor employees who were formerly employed with the Commonwealth and who demonstrated unsatisfactory work performance

**CONTRACTOR PERFORMANCE** - Contractor performance in terms of providing staffing services within required time frames and overall performance of contractor employees will be reviewed on a routine basis. Any contractor employee that is unqualified or unable to satisfactorily perform the required duties of a work assignment as deemed solely by BSE will be immediately removed from an assignment. Unsatisfactory performance in related areas such as (but not limited to) attendance, personal conduct, or non-compliance with related Commonwealth policies will also result in immediate removal from assignment. Any contractor employee removed from an assignment under these circumstances shall not be permitted to be re-assigned to

any future work assignments covered under this Contract for the duration of this Contract.

-Contractor employees are required to be available for various work schedules. Typical work hours are Monday through Friday between 7:30 a.m. – 4:00 p.m., 8:00 a.m. – 4:30 p.m., or 8:30 a.m. – 5:00 p.m. Employees must also be available for mandatory overtime and shift work if necessary.

-The majority of contractor employee assignments will be short term in nature (4-8 weeks). Therefore, contractor employees are not permitted time off for the duration of an assignment with the exception of illness or personal emergency.

-If, due to an illness or personal emergency, a contractor employee is unable to report to work, the employee is required to notify the office to which they are assigned within 1 hour of the scheduled starting time of his/her assignment. The contractor is required to immediately replace any contractor employee that is unavailable for a period of three (3) or more consecutive days.

-Contractor employees are solely responsible for transportation to and from work assignments. No paid parking is provided.

-Failure to adhere to the above policies or any time and attendance policies of a specific work site will result in immediate removal of the contractor employee from the assignment.

**BILLING REQUIREMENTS:** The Contractor invoices the BSE on a weekly basis and shall include in all of its invoices the following minimum information:

- a. The Contract Number
- b. Contractor name and "Remit to" address, including SAP Vendor number and, if ACH, the bank routing information or SAP 4-digit account identifier
- c. The Contractor's Federal Identification Number
- d. The SAP Purchase Order Number
- e. The BSE Work Order number assigned to the file.
  1. Name of contractor employee(s) assigned to Work Order
  2. Hourly rate
  3. Total hours worked by employee(s) broken down by regular time and overtime.

**Where to Forward Invoices:**

- a) Forward the **ORIGINAL invoice** (no employee time slips are required) to the Comptroller's office at:

Send to: OA 27525, CS Comptroller Office  
PO Box 2769  
Harrisburg, PA 17105-2769

- b) Forward a **COPY of the original invoice** (MUST INCLUDE employee time slips) to Agency Temporary Services (ATS): (Mark "Copy" on the invoice)

Send to: Agency Temporary Services  
Room 112, Finance Building  
Harrisburg, PA 17120

A copy of the employee's time sheet which includes the employee's Social Security number, total hours worked itemized on a daily basis, and Commonwealth agency supervisor

-If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. Payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

The TOTAL COST to the Commonwealth for clerical services provided by the contractor(s) under this Contract shall not exceed the amount stated on each PO and each advice of change throughout the duration of the Contract period. The contractor will be paid only for the effort expended or services/products provided. **Labor rates are limited to those provided in the contractor's bid. The contractor agrees to provide personnel from each classification listed in its bid at the stated rates for the duration of the Contract period**

**OVERTIME-** For the purpose of this Contract, overtime is defined as any hours worked in excess of 40 in a seven-day work- week. (Saturday through Friday.) Contractor will be reimbursed at the rate designated as overtime rate.

- The Commonwealth does not pay sales taxes. Don't include these charges in invoices.
- Late fees are not provided for in the Contract. Don't include these charges in invoices.
- The Commonwealth will not be charged for any hours worked by an employee that is deemed unqualified or is performing unsatisfactory work as deemed solely by BSE.
- The Commonwealth will pay only for actual time worked by contractor employees. Only authorized break periods of 15 minutes or less will be considered to be part of time worked. All other break periods exceeding 15 minutes are not considered billable time
- Contractor is solely responsible for, and shall hold the Commonwealth harmless for the contributions and deductions normally expected or required of an employer, including, but not limited to, payroll taxes, social security, unemployment tax contributions and worker's compensation insurance per occurrence.

**STATEMENT OF WORK:** BSE's Agency Temporary Service (ATS) Division maintains a large "pool" of temporary clerical employees available for assignment to Commonwealth agencies located in the Harrisburg Metropolitan area. The supply of available employees with clerical skills occasionally is insufficient to meet agency temporary staffing requests in a timely manner. In this event, BSE wishes to utilize the services of contractor employees until existing employees become available to meet staffing needs. Contractor employees will typically be utilized on an intermittent and short-term basis. Total billable contractor hours utilized over past two (2) fiscal years has been approximately 6,700 hours (2004) and 3,200 hours (2005), and is expected to remain within this range.

**PRICING:** Bidders must provide on the bid sheet their Hourly charges for clerical staffing services for Clerk and Clerk Typist. **Prices must include 1- Regular hourly rate 2- Overtime Rate 3- Any discount information including discounts, bonuses, free services, labor or material offered based on frequency of usage or any other criteria.** All charges, including wages and benefits paid to Contractor employees, costs of equipment, costs for supervision, overhead, insurance etc. shall be included in the hourly rate. The Contractor may not charge a higher price than that provided in their bid. Contractors may not submit surcharges of any type, mileage or any other charges. At no time may a Contractor unilaterally change the services or prices of the Contract.

Any price updates must be approved in advance by the Department of General Services and only at the time of Contract renewal. Approval of requests for pricing updates will not affect the pricing under existing Contract Purchase Orders

**ELIGIBILITY REQUIREMENTS:** The Contract will be structured as a multiple-award Contract. Each responsible contractor who meets all mandatory requirements and the qualification criteria of this IFB will, unless all bids are rejected, be included on the multiple-award Contract.

Bidders are required to submit with their bids or no later than two days after notification from DGS, the following items:

1. Submit a complete bid package to this IFB, including all responses and documentation; **AND**
2. Have a minimum of two (2) years experience in the temporary staffing industry providing staffing services to clients utilizing the same classifications of employees described in Contracting Scope/Overview section; **AND**
3. Have a business office located within 25 miles of Harrisburg city limits; **AND**
4. Provide three (3) client references (**Client Reference Designation Forms attachment 3**) from clients who;
  - are located within 25 miles of the Harrisburg city limits
  - staffing services must have been provided within last 12 months
  - utilize the same classifications described in the Contract Scopes/Overview section
  - One (1) of the clients must be a client who has utilized staffing services for the Clerk Typist classification; **AND**
5. Achieve an acceptable score, as determined by the Commonwealth, for each of three (3) client references provided to the Commonwealth; **AND**
6. Offer staffing services for all classifications of employees described the Contractor Skill Requirements section; **AND**
7. Provide completed responses to questions contained in **Company Profile (Attachment 1)** and **Professional Personnel (Attachment 2)**; **AND**
8. Provide Pricing for all charges for both classifications listed in Contract Scope/Overview section; **AND**
9. Sign the bid (RFQ\_IFB) and circle the appropriate title.

**THE COMMONWEALTH WILL VERIFY ACCURACY OF ALL DATA. IF THE COMMONWEALTH DETERMINES THAT ANY OF THE DATA HAS BEEN FALSIFIED THE COMMONWEALTH MAY AT ITS DISCRETION IMMEDIATELY CANCEL THE CONTRACTOR CONTRACT.**

**CONTRACTOR EMPLOYEE REQUIREMENTS**

**Contractors must provide staffing services in both classifications listed.** The classification and required skills and abilities for these classifications are as follows:

**CLERK:** Knowledge of standard English vocabulary, spelling, grammar usage and punctuation; Understand and follow detailed written/oral instructions and procedures; File and retrieve materials alphabetically, numerically or chronologically; Screen telephone calls, take messages, provide basic information and answers to questions relating to work functions to the public and/or coworkers; Open and sort mail; Operate office equipment such as personal computer, typewriter, calculator, copier, scanner, postage meter; Perform data entry, navigate through computer screens in order to verify, proofread accuracy of information; Code data by assigning numbers, letters or symbols for identification/cross reference; Enter data at a minimum of 25 words per minute or with keystroke average of 8-10,000 per hour as needed.

**CLERK TYPIST:** Includes CLERK requirements + minimum typing speed of 40 words per minute; proficiency in Microsoft Word.

**CRIMINAL RECORDS** –The *Contractor* must, at its expense, arrange for a background check for each of its employees who will have access to Commonwealth facilities, either through on site or remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>. The background check must be conducted prior to initial access by an *employee* and annually thereafter.

Before the Commonwealth will permit an *Employee* access to Commonwealth facilities, the *Contractor* must provide written confirmation to the office designated by the agency that the background check has been conducted. If, at any time, it is discovered that an *Employee* has a criminal record that includes a felony or misdemeanor involving terroristic threats, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility; or which raises concerns about building, system, or personal security, or is otherwise job-related, the *Contractor* shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee, unless the Commonwealth consents, in writing, prior to the access being provided. The Commonwealth may withhold its consent at its sole discretion. Failure of the *Contractor* to comply with the terms of this paragraph may result in default of the *Contractor* under its contract with the Commonwealth.

If an agency to which an employee is assigned requires additional background checks, the Contractor will comply with those requirements.

**SENSITIVE INFORMATION:** Contractors must protect the confidentiality of Commonwealth information. All contractors must agree to abide by agency specific requirements concerning confidentiality of data and practices, conduct of contractor employees on the work site and health and background checks of contractor staff or employees by those agencies requiring such information. Contractors must agree that any breach of this agreement will result in immediate termination of their contract and

may result in legal actions.

The Contractor shall not publish or otherwise disclose, except to the Commonwealth and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment.

The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Contract for any purpose not connected with the parties' Contract responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian pursuant to applicable state and federal law and regulations.

Contractor will comply with all federal or state laws related to the use of information that constitutes personal health information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA). Further, in order to address the provision of PHI to the Contract, by signing this Contract, the Contractor agrees to the terms of the Business Associates Agreement, which is incorporated into this Contract as Attachment 5. If the Issuing Agency is a Covered Entity as defined in HIPAA, it will fill in the blanks in Attachment 5 as part of the PO. It is understood that Attachment 5 is only applicable if PHI is provided to the Contractor.

**DISADVANTAGED BUSINESS PARTICIPATION:** Bidders must include with their bid submittals a completed *MBE/WBE Subcontractor and Supplier Solicitation and Commitment Form*, (STD-168). Failure to complete the form and submit it with the bid may result in rejection of the bid as non-responsive. The STD-168 form is found at <http://www.dgs.state.pa.us/bcabd/lib/bcabd/forms/std168.pdf>

**DOMESTIC WORKFORCE UTILIZATION CERTIFICATION:** To the extent that any services could be performed outside of the geographical boundaries of the United States, the Contractor will be required to certify that those services will be performed exclusively within the geographical boundaries of the United States or specify the percentage of the direct labor that will be performed outside of the United States. The certification form is included with the IFB and must be completed by the Contractor. The Contracting Agency will use the certification in making a best value selection.

**OPTION TO ADD/REMOVE CONTRACTORS:** The addition and/or deletion of any Contractor during the life of this Contract will be at the discretion of the Office of Administration if it is deemed in the best interest of the Commonwealth of Pennsylvania. Existing Contractors may be removed from the Contract if they are no longer in business or cannot supply or perform the services as required or it has been determined by the Office of Administration that their removal is in the best interest of the Commonwealth.

**INSURANCE SECTION:** Contractors are required to have in place during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct

such business under the laws of the Commonwealth of Pennsylvania:

- A. Worker's Compensation Insurance** for all of the contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.
- B. Public Liability and Property Damage Insurance** to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name the Commonwealth as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth.

The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

**ENDORSEMENTS:**

**Contractors shall not advertise or publicize in any way a written or verbal endorsement that their equipment and/or services are being used by the Commonwealth of Pennsylvania without the written approval of the Department of General Services.**

**INQUIRIES:** Direct all questions concerning this Contract to Emanuel L Williams, Telephone No. 717-703-2946, e-mail [emwilliams@state.pa.us](mailto:emwilliams@state.pa.us)



**FULLY EXECUTED**

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**Contract Number: 4400000275**

Contract Effective Date: 06/20/2007

Valid From: 06/01/2007 To: 05/31/2009

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**

Name: Williams Emanuel

Phone: 717-703-2946

Fax: 717 346-3820

Your SAP Vendor Number with us: 125382

**Supplier Name/Address:**

JFC TEMPS INC  
JFC TEMPS INC  
1520 MARKET ST  
CAMP HILL PA 17011-4815 US

**Please Deliver To:**

To be determined at the time of the Purchase Order unless specified below.

Supplier Phone Number: 717-761-8095

**Contract Name:**

JFC Temps Inc

**Payment Terms**

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Clerk (General) Regular Rate	0.000	Hour	11.90		0.00
2	Clerk (General) Overtime Rate	0.000	Hour	17.85		0.00
3	Clerk Typist Regular Rate	0.000	Hour	12.60		0.00
4	Clerk Typist Overtime Rate	0.000	Hour	18.90		0.00

**General Requirements for all Items:**

No further information for this Contract

**Information:**

Supplier's Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_



**FULLY EXECUTED**

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**Contract Number: 4400000277**

Contract Effective Date: 06/20/2007

Valid From: 06/01/2007 To: 05/31/2009

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**

Name: Williams Emanuel

Phone: 717-703-2946

Fax: 717 346-3820

Your SAP Vendor Number with us: 119227

**Supplier Name/Address:**

ABEL PERSONNEL INC  
DBA ABEL TEMPS  
ABEL PERSONNEL INC  
3356 PAXTON ST # 58  
HARRISBURG PA 17111-1420 US

**Please Deliver To:**

To be determined at the time of the Purchase Order unless specified below.

Supplier Phone Number: 717-561-2222

Supplier Fax Number: 717-561-0134

**Contract Name:**

Abel Personnel Inc

**Payment Terms**

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Clerk (General) Regular Rate	0.000	Hour	13.00		0.00
2	Clerk (General) Overtime Rate	0.000	Hour	19.50		0.00
3	Clerk Typist Regular Rate	0.000	Hour	13.65		0.00
4	Clerk Typist Overtime Rate	0.000	Hour	20.48		0.00

**General Requirements for all Items:**

No further information for this Contract

**Information:**

Supplier's Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_



**FULLY EXECUTED**

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**Contract Number: 4400000283**

Contract Effective Date: 06/14/2007

Valid From: 06/01/2007 To: 05/31/2009

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**

Name: Williams Emanuel

Phone: 717-703-2946

Fax: 717 346-3820

Your SAP Vendor Number with us: 215489

**Supplier Name/Address:**

HOWROYD-WRIGHT EMPLOYMENT AGENCY  
DBA APPLONE EMPLOYMENT SERVICES  
327 W BROADWAY  
GLENDALE CA 91204-1301 US

**Please Deliver To:**

To be determined at the time of the Purchase Order unless specified below.

Supplier Phone Number: 310-516-1572

Supplier Fax Number: 800-516-1572

**Contract Name:**

AppleOne Employment Services

**Payment Terms**

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Clerk (General) Regular Rate	0.000	Hour	11.14		0.00
2	Clerk (General) Overtime Rate	0.000	Hour	16.70		0.00
3	Clerk Typist Regular Rate	0.000	Hour	11.81		0.00
4	Clerk Typist Overtime Rate	0.000	Hour	17.71		0.00

**General Requirements for all Items:**

No further information for this Contract

**Information:**

Supplier's Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

## ATTACHMENT 1

### COMPANY PROFILE

Provide the following information:

1. Complete company name, plus the following:
  - contact person for this IFB
  - contact person's mailing address and e-mail address
  - contact person's telephone and fax numbers
2. Federal identification or social security number and Vendor SRM number
3. The state in which your company is incorporated.
4. Principal type of business.
5. Total number of years in business.
6. When was your business established?
7. Since the inception of the business, have there been any ownership changes within the business? If there were changes, please cite what they were and when they occurred.
8. Has the business been involved in any bankruptcy proceedings within the last ten-(10) years? If applicable, please identify the number of times and briefly explain in one paragraph or less.
9. Has the business been sued for nonperformance or paid any damages for nonperformance or breach of contract within the last ten-(10) years? If applicable, please identify how often and briefly explain in one paragraph or less.
10. Is the business tax delinquent with either the Pennsylvania Department of Revenue or the Pennsylvania Department of Labor and Industry? If so, please identify which department and briefly explain in one paragraph or less.
11. Is the business currently suspended or debarred by the Commonwealth, any other state, or the federal government? Has the business ever been suspended or debarred by the aforementioned for any reason? If applicable, please state when and for what reason.
12. Do you acknowledge that if your company is currently under suspension or debarment, your bid may not be accepted or considered?
13. Do you agree not to utilize subcontractors for this contract?
14. Indicate the total number of billable hours your clients have utilized during the calendar year (2006) for the classifications of employees described in CONTRACT SCOPE/OVERVIEW Section. Please give separate figures for each classification.
15. What percentage of your company's total billable hours for temporary staffing services do these classifications comprise?

ATTACHMENT 2  
**PROFESSIONAL PERSONNEL**

1. Include a narrative description of how you intend to provide the resources required by this IFB.
1. Identify the contractor contract administrator and describe the functions that person will perform.
2. Describe your company's customer service philosophy, and any policies or procedures in place that clients staffing needs are satisfied. Also describe how you monitor the performance of your temporary employees.
3. Indicate the number of your company's temporary employees that are **CURRENTLY WORKING ON ASSIGNMENTS WITH YOUR CLIENTS in the same classifications indicated in CONTRACT SCOPE/OVERVIEW SECTION. Please provide separate numbers for each classification.**
4. Describe how you screen potential candidates for employment. Also describe how you determine each candidate's proficiency in word processing software, and data entry.

**BSE MAY request resumes of personnel who will be assigned to work assignments.**

ATTACHMENT 3  
**CLIENT REFERENCE DESIGNATION FORM**

The 3 clients designated in this form must be clients for whom you have provided services who;

- a- are located within 25 miles of the Harrisburg city limits
- b- staffing services must have been provided within last 12 months
- c- utilize the same classifications described in the Contract Scopes/Overview section
- d- One (1) of the clients must be a client who has utilized staffing services for the Clerk Typist classification;

**CLIENT REFERENCE DESIGNATION FORM**

**Client Reference Form**

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Company Name

\_\_\_\_\_

Address:

\_\_\_\_\_

Contact Person:

\_\_\_\_\_

Email: \_\_\_\_\_

Phone:

\_\_\_\_\_

Best hours to reach contact person:

\_\_\_\_\_

Total billable hours of temporary staffing services you have provided to this client in the last 12 months in the following classifications:

CLERK: \_\_\_\_\_

CLERK TYPIST: \_\_\_\_\_

Time period over which client has utilized your company's staffing services

\_\_\_\_\_

Start Date (month/year): \_\_\_\_\_  
(Must be within last 12 months)

End Date (month/year) \_\_\_\_\_

Brief Description of Services Provided:

**OFFICE OF ADMINISTRATION**

Agency Temporary Services  
Phone: 783-3917  
Fax: 783-0340

ATS FILE# \_\_\_\_\_

**CONTRACTOR  
WORK ORDER**

REQUEST DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

FPO#: \_\_\_\_\_

**POSITION INFORMATION**

<p><b><u>CLASSIFICATION</u></b></p> <p><input type="checkbox"/> Clerk <input type="checkbox"/> Clerk Typist</p> <p><b><u>REQUESTED SKILLS</u></b></p> <p>_____ _____ _____</p>	<p><b><u>GENERAL</u></b></p> <p># Positions <input type="text"/></p> <p>Start Date <input type="text"/></p> <p>End Date <input type="text"/></p> <p>Hours/Week <input type="text"/></p> <p>Daily Hrs <input type="text"/> to <input type="text"/></p>	<p><b><u>LOCATION:</u></b></p> <p>_____ _____ _____ _____</p> <p><b><u>SUPERVISOR NAME:</u></b></p> <p>_____ _____</p>
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**DESCRIPTION OF DUTIES**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR  
INSTRUCTIONS**

Please indicate the name(s) and social security #(s) of employee(s) assigned to this Work Order, and fax copy to ATS PRIOR TO THE START OF THE ASSIGNMENT

<u>NAME</u>	<u>START DATE</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

CONTRACTOR CONTACT \_\_\_\_\_ DATE \_\_\_\_\_ PHONE \_\_\_\_\_

## **COMMONWEALTH OF PENNSYLVANIA BUSINESS ASSOCIATE APPENDIX LANGUAGE**

### **Health Insurance Portability and Accountability Act (HIPAA) Compliance**

**WHEREAS, Commonwealth of Pennsylvania (hereinafter the “Covered Entity”)** will make available and/or transfer to **Contractor (hereinafter the “Business Associate”)** certain Protected Health Information (PHI), in conjunction with goods or services that are being provided by Business Associate to or on behalf of the Commonwealth of Pennsylvania, that is confidential and must be afforded special treatment and protection in accordance with the Health Insurance Portability and Accountability Act (“HIPAA”) Privacy Regulations at 45 CFR Part.160-164.

**WHEREAS,** Business Associate will have access to and/or receive from Covered Entity, PHI that can be used or disclosed only in accordance with this Appendix and the HIPAA Privacy Regulations at 45 CFR Part 160-164.

**NOW, THEREFORE,** Covered Entity and Business Associate agree as follows:

**1. Definitions.**

- a. “Business Associate” shall have the meaning given to such term under the HIPAA Regulations, including but not limited to, 45 CFR §160.103.
- b. “Covered Entity” shall have the meaning given to such term under HIPAA and the HIPAA Privacy Regulations, including, but not limited to, 45 CFR §160.103.
- c. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium; (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Privacy Regulations, including, but not limited to 45 CFR §164.501.
- d. In accordance with 45 CFR Parts 160-164, Commonwealth of Pennsylvania is the **Covered Entity** and the Contractor is the **Business Associate**.
- e. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR Parts 160-164.

2. **Limits On Use And Disclosure Established By Terms Of Appendix.** Business Associate hereby agrees that it shall be prohibited from using or disclosing the PHI provided or made available by Covered Entity for any purpose other than as expressly permitted or required by this Appendix, in accordance with 45 CFR §164.504(e)(2)(i).
3. **Stated Purposes For Which Business Associate May Use Or Disclose PHI.** Except as otherwise limited in this Agreement, Business Associate shall be permitted to use or disclose PHI provided by or obtained on behalf of Covered Entity to perform those functions, activities, or services for, or on behalf of, Covered Entity which are specified in this Agreement's Appendix A (Statement of Work), provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
4. **Additional Purposes For Which Business Associate May Use Or Disclose Information.** In addition to the Stated Purposes, Business Associate may use or disclose PHI provided or made available from Covered Entity for the following additional purposes(s) (optional section):
  - a) **Use Of Information For Management, Administration And Legal Responsibilities.** Business Associate is permitted to use PHI if necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of the Business Associate. 45 CFR §164.504(e)(4)(ii).
  - b) **Disclosure Of Information For Management, Administration And Legal Responsibilities.** Business Associate is permitted to disclose PHI received from Covered Entity for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, provided:
    - i) The disclosure is required by law: or
    - ii) The Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the Business Associate of any instance of which it is aware in which the confidentiality of the information has been breached. 45 CFR §164.504(e)(4)(ii).

- c) Data Aggregation Services.** Business Associate is also permitted to use or disclose PHI to provide data aggregation services, as that term is defined by 45 CFR §164.501, relating to the health care operations of Covered Entity. 45 CFR §164.504(e)(2)(i)(B).

**5. BUSINESS ASSOCIATE OBLIGATIONS:**

- a) Limits On Use And Further Disclosure Established By Appendix And Law.** Business Associate hereby agrees that the PHI provided or made available by Covered Entity shall not be further used or disclosed other than as permitted or required by the Appendix or as required by law. 45 CFR §165.404(e)(2)(ii)(A).
- b) Appropriate Safeguards.** Business Associate will establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Appendix. 45 CFR §164.504(e)(2)(ii)(B).
- c) Reports Of Improper Use Or Disclosure.** Business Associate hereby agrees that it shall report to Cal Sayers **within two (2) days of discovery** any use or disclosure of PHI not provided for or allowed by this Appendix. 45 CFR §164.504(e)(2)(ii)(C).
- d) Subcontractors And Agents.** Business Associate hereby agrees that anytime PHI is provided or made available to any subcontractors or agents, Business Associate shall provide only the minimum necessary PHI for the purpose of the covered transaction and must enter into a subcontract or contract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Appendix. 45 CFR §164.504(e)(2)(ii)(D).
- e) Right Of Access To PHI.** Business Associate hereby agrees to make available to an individual who is the subject of the PHI the right to access and copy that individual's PHI, at the request of the individual or of the Covered Entity, in the time and manner designated by the Covered Entity. This right of access shall conform with and meet all of the requirements of 45 CFR §164.524 and 45 CFR §164.504(e)(2)(ii)(E).
- f) Amendment And Incorporation Of Amendments.** Business Associate agrees to make any amendments to PHI that have been agreed to by the Covered Entity, at the request of Covered Entity or of the individual, in the time and manner designated by Covered Entity, in accordance with 45 CFR 164.526 and 45 CFR §164.504(e)(2)(ii)(F).

- g) Provide Accounting.** Business Associate agrees to document and make available to Covered Entity or to the individual, any information necessary to provide an accounting of disclosures in accordance with 45 CFR §164.528 and 45 CFR §164.504 (e)(2)(ii)(G), within 30 days of receipt of a request for an accounting, in the manner designated by the Covered Entity.
- h) Access To Books And Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of Health and Human Services or designee for purposes of determining compliance with the HIPAA Privacy Regulations. 45 CFR §164.504(e)(2)(ii)(H).
- i) Return Or Destruction Of PHI.** At termination of this Appendix, Business Associate hereby agrees to return or destroy all PHI received from, or created or received by Business Associate on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this Appendix. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this Appendix to limit any further use or disclosure until such time as the PHI may be returned or destroyed. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed. 45 CFR §164.504(e)(2)(ii)(I).
- j) Mitigation Procedures.** Business Associate agrees to establish and to provide to the Program and Department upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this Appendix or the HIPAA Privacy Regulations. 45 CFR §164.530(f). Business Associate further agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Appendix.
- k) Sanction Procedures.** Business Associate agrees that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Appendix or the HIPAA Privacy Regulations. 45 CFR §164.530(e)(1).
- l) Property Rights.** The PHI shall be and remain the property of Covered Entity. Business Associate agrees that it acquires no title or rights to the PHI, including any de-identified information, as a result of its relationship with the program or department.

- m) **Grounds For Breach.** Any non-compliance by Business Associate with this Appendix or the HIPAA Privacy Regulations will automatically be considered to be grounds for breach pursuant to the underlying agreement, if Business Associate knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance.
- n) **Termination by Commonwealth.** Business Associate authorizes termination of the underlying contract by the Commonwealth if the Commonwealth determines, in its sole discretion, that the Business Associate has violated a material term of this Appendix.
- o) **Privacy Practices.** The Program or Department shall provide and Business Associate shall immediately begin using, any form, including but not limited to, any for used for Consent, Notice of Privacy Practices, Accounting for Disclosures, or Authorization, designated as effective by the Program or Department at any given time. The Program and Department retain the right to change the applicable privacy practices and documents. The Business Associate must implement changes as soon as practicable, but not later than 45 days from the date of notice of the change.

**6) LIGATIONS OF COVERED ENTITY:**

- a) **Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as changes to such notice.
- b) **Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such change affect Business Associate's permitted or required uses and disclosures.
- c) **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522.