



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 3

List View

General Information | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#) | [Clarification Request](#)

Procurement Folder: 1379271

Procurement Type: Central Master Agreement

Vendor ID: VS0000009860 

Legal Name: SMART SHARED SERVICES LLC

Alias/DBA: RICH EDWARDS

Total Bid: \$886,537.60

Response Date: 03/06/2024 

Response Time: 9:39

Responded By User ID: sssllc 

First Name: Eva

Last Name: Kordusky

Email: eva.kordusky@ssslc.ema

Phone: 855-807-6278

SO Doc Code: CRFQ

SO Dept: 0210

SO Doc ID: ISC240000011

Published Date: 3/1/24

Close Date: 3/6/24

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No 1 -Professional Database Engineer (OT24116)

Total of Header Attachments: 3

Total of All Attachments: 3



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1379271
Solicitation Description: Addendum No 1 -Professional Database Engineer (OT24116)
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-03-06 13:30	SR 0210 ESR03052400000004600	1

VENDOR
 VS0000009860
 SMART SHARED SERVICES LLC

Solicitation Number: CRFQ 0210 ISC2400000011
Total Bid: 886537.5999999999767169356346 **Response Date:** 2024-03-06 **Response Time:** 09:39:50
Comments:

FOR INFORMATION CONTACT THE BUYER
 Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Professional Database Engineer - YR1	2080.0000	HOUR	103.410000	215092.80

Comm Code	Manufacturer	Specification	Model #
80111609			

Commodity Line Comments:

Extended Description:

Fill out an hourly rate into the unit price field. The quantity amount is estimated for evaluation purposes only. The actual hours used may vary depending on usage.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Professional Database Engineer - Optional YR2	2080.0000	HOUR	105.480000	219398.40

Comm Code	Manufacturer	Specification	Model #
80111609			

Commodity Line Comments:

Extended Description:

Fill out an hourly rate into the unit price field. The quantity amount is estimated for evaluation purposes only. The actual hours used may vary depending on usage.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Professional Database Engineer - Optional YR3	2080.0000	HOUR	107.590000	223787.20

Comm Code	Manufacturer	Specification	Model #
80111609			

Commodity Line Comments:

Extended Description:

Fill out an hourly rate into the unit price field. The quantity amount is estimated for evaluation purposes only. The actual hours used may vary depending on usage.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Professional Database Engineer - Optional YR4	2080.0000	HOUR	109.740000	228259.20

Comm Code	Manufacturer	Specification	Model #
80111609			

Commodity Line Comments:

Extended Description:

Fill out an hourly rate into the unit price field. The quantity amount is estimated for evaluation purposes only. The actual hours used may vary depending on usage.



PO Box 1187
Charleston WV 25324
855-807-6278 phone
888-680-6555 fax

ISC240000011
RESUME: BIJU GEORGE

EXPERIENCE SUMMARY:

- Skilled Solutions-Oriented Information Technology Professional with over **25 years** of industry experience in architecture, requirement analysis, system design, database administration, data modeling, database design, development and integration of complex Enterprise and Web-based Applications using various technologies.
- Over **10 years** of experience in **SQL Server Database Administration (DBA)**, design, modeling and development (2022,2019,2016,2014,2012, 2008 R2, 2005,2000).
- Extensive experience in installation, configuration **backup/recovery, applying patches and troubleshooting** and maintenance of SQL Server.
- Experience in working with **Azure SQL**
- Working knowledge **PowerShell scripts, High Availability groups, Resource Governor, Replication, Log Shipping, Dell EMC Data Domain** data duplication storage system.
- Knowledge of **Master Data Services (MDS)** for Master Data Management (MDM) and used **SQL Data Compare** to compare and synchronize data between databases.
- Demonstrated expertise utilizing ETL tools like SQL Server Integration Services (**SSIS**), **Azure Data Factory**, Data Transformation Services (**DTS**)
- Experience in developing complex reports in SQL Server Reporting Services (**SSRS** - 2005, 2008,2012,2014,2016,2019,2022).
- Experience in developing DB **Stored Procedures**, Function, Triggers Views and Constraints in SQL Server (using **T-SQL**) and Packages in **Oracle (PL/SQL)** and **DB2(PL/SQL)**
- Experience in using **IBM Data Studio** to develop complex DB2 Stored procedures.
- Worked with **Scribe workbench** to migrate data between different systems.
- Established hands-on experience in all stages of **SDLC**, including requirement analysis, design, development, implementation, testing, integration, deployment, documenting and maintenance of web applications with **.NET Framework** (2.0 – 4.5) using both **Web Forms** and **MVC3,4**.
- Expertise in architecture, design and development of Windows applications, Web applications and Web Services using **ColdFusion (MX, 9,11,18)**, **Fuse Box**, **CFC's**, **C#.Net**, **ASP.Net**, **VBScript**, **ADO.Net**, **JavaScript**, **jQuery**, **Angular v2** and **XML**.
- Extensive knowledge on **Microsoft Dynamics Great Plains (9, 2013, 2016,2018)** accounting system.
- Good knowledge of **BizTalk** Integration Server (2013, 2016, 2018) and integration projects involving complex maps, schemas and orchestrations.
- Well versed with **MS Dynamics 365** deployment and customization.
- Experience in **Hyland OnBase** Document management system (version 11, 16) and integration with **Microsoft CRM** (CRM 4, 2011, 2013 ,MS Dynamics 365).
- Experience in creating projects for **data capture** using **Kofax** Transformation Module and **PSIGEN, PSICapture (6.0, 7.1)**. Working knowledge of **Ademero Content Central**
- Experience in creating fully customizable dashboards and reports using **Google Looker Studio**
- Familiar with **Microsoft Azure cloud services** and Amazon Web Services
- Working knowledge of Adobe Creative Cloud application.
- Working knowledge of **Azure Data Factory**
- Well versed in **HIPAA** guidelines.
- Experience in writing Functional and Technical specifications.
- Great team player, highly motivated, adaptive and quick learner with excellent interpersonal, technical and communication skills.
- Experience in various business domains like **Health Care, Insurance, Finance and Government etc.**

EDUCATION:

Bachelor of Science, Anna University, India,1994



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 855-807-6278 phone
 888-680-6555 fax

Post Graduate diploma in computer applications, NIIT, India, 1996

TECHNICAL SKILLS:

Operating Systems	Windows 9x/NT/2000/XP/Windows 7/Windows 10/Windows Server 2003/2008R2/2012/2016/2019 , macOS
Frameworks	ASP.Net Core, Entity Framework, Angular v2, Node.js
Cloud Services	Microsoft Azure, Amazon Web Services
Languages	ASP.Net, C#, CFML, JavaScript, jQuery, T-SQL, PowerShell, VBA, PL/SQL, COBOL
Tools	Microsoft Visual Studio, TFS, Azure DevOps, Azure Data Factory, Subversion, Dream weaver, Centura Team Developer, MS Project 2016, TOAD, DNN, Crystal Reports, IBM Data Studio, Scribe Workbench, SQL Server Management Studio, Red Gate SQL Monitor, SQL Data Compare, SQL Server Reporting Services, SQL Server Integrations Services, SSAS, TFS, Git, Hyland OnBase, Kofax Capture, KTM, PSIGEN PSICapture, Sublime, Ademero Content Central, Looker Studio
Servers	ColdFusion, IIS, BizTalk Server, SharePoint
Authoring	HTML, XML, XSQL, XSLT, CSS
Modeling Languages	Rational Rose, UML, MS Visio
RDBMS	MS SQL Server, Oracle, Sybase, DB2, MySQL, Informix and MS Access
Packages	Microsoft Dynamics Great Plains, Microsoft Dynamics 365 CRM, Baan IV (Services), MS Office, Adobe Creative Cloud, Google Workspace.

PROFESSIONAL EXPERIENCE:

SMART SHARED SERVICES

WV OFFICE OF TECHNOLOGY, Charleston, West Virginia
 April 2020 – Current

Senior Database Administrator/Systems Analyst

Managed and monitored multiple Microsoft SQL Server and databases. Designed and implemented database schemas, tables, indexes and views to support application development and business requirements. Developed and maintained database backup and recovery procedures to ensure data availability and disaster recovery preparedness. Worked on enhancements for the online Benefits Administration and payment submission systems. Worked on customizing Dynamics CRM 365 and integrating it with Google workspace applications. Migrated documents from Hyland OnBase to Ademero Content Central.

Responsibilities:

- Implement and maintain highly available and scalable SQL Server environments.
- Monitor and optimize database performance by analyzing query execution plans, identifying bottlenecks and implementing performance tuning strategies such as indexing and query optimization.
- Work with agencies to migrate MS Access databases to MS SQL Server.
- Work on reconciling Dynamics GP AR transactions and identifying and resolving the interface issues.
- Work with the vendor to configure and migrate documents from Hyland OnBase to Ademero Content Central document management system and integrate it with Dynamics CRM/365
- Work with a third party vendor to migrate Dynamics CRM 2016 to Dynamics 365.
- Create fully customizable dashboards and reports using Google Looker Studio
- Integrate Google Gmail with Dynamics CRM 365 using the Dynamics 365 connector
- Create scheduled tasks to sync multiple data sets from the system of records with Dynamics 365.
- Create several custom SSRS reports for Dynamics GP and Dynamics CRM 365



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- Develop SSIS packages for data data transformation and import.

Environment: Environment: Windows Server /2016/2019, MS SQL Server 2016/2019/2022 , SSMS 2005-2022, COBOL, DB2, IBM Data Studio, BizTalk Server 2018, Dynamics Great Plains 2016/2018, MS CRM 2013, Dynamics 365, Visual Studio 2017/2019, ASP.NET, C#, ext.NET, SSRS, SSIS, VBA, ColdFusion 11/18., JavaScript, VBScript, jQuery, CSS, HTML, XML/XSLT, OnBase 16.00, PSIGEN PSICapture 6.0/7.1, Google Workspace, Content Central

MARLABS INC.

**WV OFFICE OF TECHNOLOGY, Charleston, West Virginia
Dec 2007 – Mar 2020**

Senior Consultant/Systems Analyst/Database Administrator

Manage SQL Server databases, configure and maintain databases servers and processes. Worked on the Benefit Administration System (BAS). This system includes many sub systems like the Web Contributions System (WCS – Billing/Payment Portal), Manage My Benefit System (MMB), MS Dynamics Great Plains (GP), Face To Face Weight and Diabetes management System (F2F), Microsoft Dynamics CRM, OnBase Document Management System, PSIGEN Image capturing system, the phone system etc. This system uses multiple databases including DB2 and MS SQL Server. BizTalk is used for integration between the billing/payment system and MS Dynamics GP accounting system and syncing demographic information.

Responsibilities:

- Manage various SQL Server Instances supporting different applications.
- Performed SQL Server backup and recovery, performance tuning, index maintenance, database consistency checks and troubleshooting.
- Monitor System health and performance
- Installed and configured SQL Server cluster during the system upgrade.
- Configured EMC Data domain for SQL Server data storage.
- Configured High Availability groups, Log shipping and Replication.
- Provided database analytics to monitor and analyze system health and storage requirements.
- Worked with SQL Data Compare tools for data comparison of various database entities.
- Build database schemas and various database objects to support various applications.
- Designed several Maintenance plans to take care of routine database tasks.
- Designed and documented database architecture and database entities.
- Wrote several PowerShell scripts for automating routine database tasks.
- Worked on designing data warehousing and business intelligence solutions.
- Developed SSIS/DTS packages for importing and exporting data to and from different sources.
- Designed and developed BizTalk integration for account reconciliation between Benefit Administration System and Great Plains Accounting System.
- Designed and developed the Web Contributions system, the Agency Payment Portal.
- Provided design and implementation mentoring, guidance, and expertise throughout (SDLC) process.
- Developed business components using C# and SQL Server.
- Configured Scribe Workbench for data migrations.
- Administered BizTalk Server (2013) and SQL Server databases (SQL Server 2003/2008R2/2012/2014/2016).
- Worked with Microsoft Consultants in customizing the MS CRM system
- Worked with users in resolving query performance issues.
- Developed custom lookups for CRM (.NET).
- Developed WCF services for syncing data between Mainframe and CRM system.
- Managed the F2F MySQL Database and supported the F2F Web application (.NET, Ext.NET)
- Migrated data from MySQL to SQL Server 2008 R2 during F2F System upgrade.
- Manage the GP/CRM/OnBase/Kofax/PSIGEN Servers



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- Created several GP/Accounts Receivables reports in SSRS.
- Worked on integrating Microsoft Dynamics CRM with the OnBase document management system.
- Support PISGEN PSICapture imaging system and worked on enhancing functionalities.
- Used JavaScript and jQuery to enhance the UI for the Web Contributions System
- Refined the receivables collection process.
- Developed several management reports for Dynamics CRM.
- Documented the changes and maintained version control.
- Wrote several SQL Server Stored procedures, functions and Native DB2 stored procedures using PL/SQL for web contributions and MMB systems.
- Used SSRS for generating billing statements and several custom reports for CRM and F2F systems.
- Designed and developed an Issue tracking system for tracking system issues.
- Participated in design sessions with the users and created technical documentations.
- Designed and developed Kofax projects for document scanning, indexing and storing in OnBase.
- Developed DIP process in OnBase for all documents scanned from PSIGEN and the documents uploaded from Manage My Benefits web application.

Environment: Environment: Windows Server 2003/2012/2016, MS SQL Server 2005/2008 R2/2012/2016/2019 , SSMS 2005-2019, EMC Data Domain, Data Compare, COBOL, DB2, MySQL, IBM Data Studio, BizTalk Server 2006 R2/2013/2016/2018, Dynamics Great Plains 9/2013/2016, MS CRM 4.0/2011/2013, Visual Studio 2005/2008/2010/2012/2017, TFS, ASP.NET, C#, ext.NET, SSRS, SSIS, VBA, ColdFusion 7/9/11/18, PHP, JavaScript, VBScript, jQuery, CSS, HTML, XML/XSLT, Kofax Capture & Transformation Module, OnBase 9.0/11.0/16.00, PSIGEN PSICapture 6.0/7.1

AGILE TECHNICAL SOLUTIONS, Dallas, TX

June 2006 – Oct 2007

PROJECT: Case Management System/Medical Billing

Agile Case Management System (ACMS) is a web based application which provides various solutions to the problems faced by the **Health Care** service providers. It has capabilities of managing patient records, claim management, scheduling and much more. The system was previously developed in Cold Fusion MX, which was migrated to ASP.Net and certain new features were added to the system.

Responsibilities:

- Developed an ActiveX component and Client application to download, edit and Upload new revisions of documents.
- Wrote ColdFusion components for server application and database interactions.
- Developed document approval system using ColdFusion and JavaScript.
- Created a Windows Services using C#/VB.NET
- Divided tasks into modules and develop each task using the Fusebox 3 methodology.
- Worked on Course Catalog Management Wizard, Calendar Wizard, Essay Writing Wizard, Recommendation Letter Wizard and Acceptance Wizard.
- Other responsibilities included unit testing, documentation and Writing DDL for database operations.
- Used VSS for version control;

Environment: ASP.net, C#, Infragistics Components, ColdFusion MX 6.1, Microsoft IIS 5.0, MS SQL Server 2005, Dreamweaver 8, Visual Interdev, Visual Source Safe, JavaScript, VBScript, CSS, HTML/DHTML, Windows2003/NT/XP

FITCH RATINGS, Chicago, IL and London, UK

Apr 2001 - May 2006

PROJECT: Portfolio Management System/ Corporate Intranet/ Credit Update System



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Sr. Web Application Developer

Designed and developed the Portfolio Management Systems which was placed on the Fitchresearch.com web site. This is used by the clients to keep track of companies in their watch list. Developed and implemented the complex portfolio management system using **XML/XSLT/XSQL** Servlet and Oracle backend. Wrote **Triggers, Procedures and Packages** to add and transfer the existing functionality to Oracle database. Documented the changes and maintained the version control using CVS.

Designed and developed Fitch Info WEB corporate intranet, which was used across 40 offices globally.

This intranet has role based security features to enable users to access various software products. This system also contains various reports which are mostly used by higher management groups.

There was a content management tool to let the user update the content of the site whenever they needed. There were many products linked to the Intranet like the Credit Update System, Financial Web Reports, and Market Research etc. Administered ColdFusion server for Intranet Application, Managed the project environment to include the hardware, software, and version control. Identify, recommend and implement the necessary changes to enhance the performance of the applications by using best practices. Automated and customized different intranet reports. Provided recommendations, time estimate, test plan and change control documents.

Conducted impact analyses of business requirements, ensured business requirements are supported by software implementation. Coordinated with users for testing, validation, functionality and operational reliability of system platform (software & hardware) as per software change requests and predefined business requirements.

Environment: XSQL Framework, Java, ColdFusion 5.5, XML, VB, VBA, Oracle 9i

Blue Square Consulting Inc, Setauket, New York

Feb1999 - Mar 2001

Programmer Analyst

PROJECT: Application Migration

Convert some Legacy applications developed using Centura Team Developer 1.0 to a new version of the software. The Legacy system was developed by a third party who no longer supported the system. We had to maintain the system and convert it to a newer version for the Centura Team Developer. Gradually the system was phased out. Involved in converting the legacy system to a newer version for the software. Had to make sure that all the linked applications worked well with the new version of the system; the system had to be modified so the new lotus notes email system worked well with the newer version of the application.

Environment: Centura Team developer, Oracle

PROJECT: Application Migration

NICOR Inc., Naperville, IL

Consultant

Convert client's legacy 16 bit application to newer 32bit applications. The Customer tracking system which was developed with Gupta SQL Windows a Legacy 16-bit application needed to be converted to a newer version for the Software, Centura Team Developer. Converted several application written in Gupta SQL Windows to 32bit Centura Team Developer

Environment: Gupta SQL Windows, Centura Team Developer, Informix

PROJECT: Case Tracking Module

MarketLynx Inc., San Ramon, CA

Consultant

The company was a pioneer in customizing the Aurum CRM system for their various clients. I was involved in Customizing Aurum/Baan Sales module to incorporate a Case Tracking Module. This module enabled the Marketing executives to keep track of their calls. This new module was developed using Centura Team Developer.



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The customization was done using Centura Team Developer, Visual Basics and Oracle Database.

HUMANBASE INDIA INC, Bangalore, India
Programmer Analyst

Mar 1998 - Jan 1999

PROJECT: NEC POS System

Designed and developed a POS system for NEC. Worked at the client's site in Nagoya, Japan as a project coordinator. Wrote several SQL procedures; Collected requirements, developed documentation and delivered powerpoint presentations for the client. Environment: Visual Basics, MS SQL Server

LEAAP LOGICS LTD, Chennai, India
Programmer Analyst

Jul 1996 - Mar 1998

PROJECT: Air Cargo Operating System/ Cost Controlling and Invoicing System/ Transportation Module

Automated airway bill generation process. Prior to the system being developed the process of generating Airway bill for the clients was a manual process and it consumed a lot of time and effort from the operations team. Cost Controlling and Invoicing System helps to prepare sales Invoice and vendor invoices. To cope with a comprehensive business environment CCIS supports multi location and multi-currency. User friendly interfaces minimize learning time. Transportation Module and various other modules were designed for Freight forwarding companies; some of the applications running on FoxPro were also converted to Gupta SQL Windows.

Environment: FoxPro, Gupta SQL Windows, MS SQL Server



Department of Administration
 Purchasing Division
 2019 Washington Street East
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 Charleston, WV 25305-0130

State of West Virginia
 Centralized Request for Quote
 Service - Prof

Proc Folder: 1379271			Reason for Modification: Addendum No 1 is issued to publish questions and answers.
Doc Description: Addendum No 1 -Professional Database Engineer (OT24116)			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-03-01	2024-03-06 13:30	CRFQ 0210 ISC240000011	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
 Vendor Name: *Smart Shared Services, LLC*
 Address: *PO Box 1187*
 Street:
 City: *Charleston,*
 State: *WV* Country: *USA* Zip: *25324*
 Principal Contact:
 Vendor Contact Phone: *855-807-6278* Extension: *229*

FOR INFORMATION CONTACT THE BUYER
 Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor Signature X *Eva Kordusky* FEIN# *47-1148168* DATE *3-5-2024*

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ISC24*011

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 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.

Smart Shared Services, LLC
Company

Eva Korolusky
Authorized Signature

3-5-2024
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

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.

(Printed Name and Title) Eva Kordusky/VP of Business Operations
(Address) 405 Capitol St, Ste 608, Charleston, WV 25301
(Phone Number) / (Fax Number) 855-807-6278 x229 / 888-680-6555
(email address) eva.kordusky@ssslc.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Smart Shared Services, LLC

(Company)

Eva Kordusky

(Signature of Authorized Representative)

Eva Kordusky - VP of Business Operations 3-5-2024

(Printed Name and Title of Authorized Representative) (Date)

855-807-6278 x229, 888-680-6555

(Phone Number) (Fax Number)

eva.kordusky@ssslc.com

(Email Address)

REQUEST FOR QUOTATION
Professional Database Engineer (OT24116)

10. VENDOR DEFAULT:

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

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

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

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

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. 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.

11. MISCELLANEOUS:

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

Contract Manager: Eva Kordusky
Telephone Number: 355-807-6278 x22
Fax Number: 888-680-6555
Email Address: eva.kordusky@sssi/c.email

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/agencyli.htm and,

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

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

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

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

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

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

4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

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

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: Smart Shared Services, LLC

Signature: E. Kravchenko

Title: VP of Bus. Ops.

Date: 3-5-2024

Name of Associate: Riju George

Signature: [Signature]

Title: DBA

Date: 03-05-2024

Form - WVBA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 24
BY [Signature]
Patrick Morrissey
Attorney General

Appendix A

Name of Associate: **West Virginia Office of Technology**

Name of Covered Entities: **West Virginia Public Employees Insurance Agency**

Describe the PHI:

Any individually identifiable health information as defined by federal law, held or maintained by the above covered entities including information related to an individual's health condition, the provision of care to the individual, payment information for the provision of healthcare. The PHI may be the past, present or future protected health information of an individual in the context of this agreement. The PHI may contain individual identifiers including name, address, birthdate or Social Security numbers. Specific types of information include but is not limited to health insurance information; testing, lab results or diagnostic information; health status; medical history including past physical or mental health conditions; healthcare providers rendering services; all related to individuals.