



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 @ 1

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1475603

Procurement Type: Central Master Agreement

Vendor ID: VS0000043489

Legal Name: Innovee Consulting LLC

Alias/DBA:

Total Bid: \$4,451,200.00

Response Date: 10/31/2024

Response Time: 13:18

Responded By User ID: gov1@innovee.com

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SO Doc Code: CRFQ

SO Dept: 0511

SO Doc ID: MIS2500000001

Published Date: 10/16/24

Close Date: 10/31/24

Close Time: 13:30

Status: Closed

Solicitation Description: TECHNICAL TEMPORARY STAFFING SERVICES

Total of Header Attachments: 1

Total of All Attachments: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Senior Web Application Analyst	2080.0000	HOUR	54.000000	112320.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

4.1.1 Senior Web Application Analyst - quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Senior Web Application Analyst Optional renewal year 1	2080.0000	HOUR	54.000000	112320.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Web Application Analyst Optional renewal year 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Senior Web Application Analyst Optional renewal year 2	2080.0000	HOUR	54.000000	112320.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Web Application Analyst Optional renewal year 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Senior Web Application Analyst Optional renewal year 3	2080.0000	HOUR	56.000000	116480.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Web Application Analyst Optional renewal year 3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Senior Application Oracle Database Administrator	2080.0000	HOUR	61.000000	126880.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

4.1.2 Senior Application Oracle Database Administrator-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Senior Application Oracle Database Administrator Opt Ren Yr1	2080.0000	HOUR	61.000000	126880.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Application Oracle Database Administrator Opt Ren Yr1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Senior Application Oracle Database Administrator Opt Ren Yr2	2080.0000	HOUR	61.000000	126880.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Application Oracle Database Administrator Opt Ren Yr2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Senior Application Oracle Database Administrator Opt Ren Yr3	2080.0000	HOUR	63.000000	131040.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Application Oracle Database Administrator Opt Ren Yr3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Senior Application DB2 Database Administrator	2080.0000	HOUR	56.000000	116480.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

4.1.3 Senior Application DB2 Database Administrator-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Senior Application DB2 Database Administrator Opt Ren Yr1	2080.0000	HOUR	56.000000	116480.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Application DB2 Database Administrator Opt Ren Yr1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Senior Application DB2 Database Administrator Opt Ren Yr2	2080.0000	HOUR	56.000000	116480.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Application DB2 Database Administrator Opt Ren Yr2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Senior Application DB2 Database Administrator Opt Ren Yr3	2080.0000	HOUR	58.000000	120640.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Application DB2 Database Administrator Opt Ren Yr3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	SQL Server Database Administrator	2080.0000	HOUR	61.000000	126880.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

4.1.4 SQL Server Database Administrator-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	SQL Server Database Administrator Opt Ren Yr 1	2080.0000	HOUR	61.000000	126880.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

SQL Server Database Administrator Opt Ren Yr 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	SQL Server Database Administrator Opt Ren Yr 2	2080.0000	HOUR	61.000000	126880.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

SQL Server Database Administrator Opt Ren Yr 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	SQL Server Database Administrator Opt Ren Yr 3	2080.0000	HOUR	63.000000	131040.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

SQL Server Database Administrator Opt Ren Yr 3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Help Desk Analyst	2080.0000	HOUR	29.000000	60320.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

4.1.5 Help Desk Analyst-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Help Desk Analyst Optional Renewal Year 1	2080.0000	HOUR	29.000000	60320.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Help Desk Analyst Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Help Desk Analyst Optional Renewal Year 2	2080.0000	HOUR	29.000000	60320.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Help Desk Analyst Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Help Desk Analyst Optional Renewal Year 3	2080.0000	HOUR	31.000000	64480.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Help Desk Analyst Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Business Analyst	2080.0000	HOUR	50.000000	104000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

4.1.6 Business Analyst-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	Business Analyst Optional Renewal Year 1	2080.0000	HOUR	50.000000	104000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Business Analyst Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	Business Analyst Optional Renewal Year 2	2080.0000	HOUR	50.000000	104000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Business Analyst Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	Business Analyst Optional Renewal Year 3	2080.0000	HOUR	52.000000	108160.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Business Analyst Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	Information Systems Assistant	2080.0000	HOUR	48.000000	99840.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

4.1.7 Information Systems Assistant-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	Information Systems Assistant Optional Renewal Year 1	2080.0000	HOUR	48.000000	99840.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Information Systems Assistant Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
27	Information Systems Assistant Optional Renewal Year 2	2080.0000	HOUR	48.000000	99840.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Information Systems Assistant Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
28	Information Systems Assistant Optional Renewal Year 3	2080.0000	HOUR	50.000000	104000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Information Systems Assistant Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
29	Programmer Analyst	2080.0000	HOUR	59.000000	122720.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

4.1.8 Programmer Analyst-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
30	Programmer Analyst Optional Renewal Year 1	2080.0000	HOUR	59.000000	122720.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Programmer Analyst Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
31	Programmer Analyst Optional Renewal Year 2	2080.0000	HOUR	59.000000	122720.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Programmer Analyst Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
32	Programmer Analyst Optional Renewal Year 3	2080.0000	HOUR	61.000000	126880.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Programmer Analyst Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
33	Senior Mainframe Application Analyst	2080.0000	HOUR	58.000000	120640.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

4.1.9 Senior Mainframe Application Analyst-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
34	Senior Mainframe Application Analyst Optional Ren Yr 1	2080.0000	HOUR	58.000000	120640.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Mainframe Application Analyst Optional Ren Yr 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
35	Senior Mainframe Application Analyst Optional Ren Yr 2	2080.0000	HOUR	58.000000	120640.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Mainframe Application Analyst Optional Ren Yr 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
36	Senior Mainframe Application Analyst Optional Ren Yr 3	2080.0000	HOUR	60.000000	124800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Mainframe Application Analyst Optional Ren Yr 3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
37	Mainframe Application Analyst	2080.0000	HOUR	54.000000	112320.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

4.1.10 Mainframe Application Analyst-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
38	Mainframe Application Analyst Renewal Yr 1	2080.0000	HOUR	54.000000	112320.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Mainframe Application Analyst Renewal Yr 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
39	Mainframe Application Analyst Renewal Yr 2	2080.0000	HOUR	54.000000	112320.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Mainframe Application Analyst Renewal Yr 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
40	Mainframe Application Analyst Renewal Yr 3	2080.0000	HOUR	56.000000	116480.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Mainframe Application Analyst Renewal Yr 3-quantity of hours listed is for bidding purposes only.



WEST VIRGINIA
Department of
Administration

RFP TITLE: CRFQ - 0511- MIS250000001
Technical Temporary Staffing Services
Attn: Crystal G Husted
Email Address: crystal.g.husted@wv.gov
Phone No: 304-558-2402
Due on: October 31st, 2024 @ 1:30 PM

Submitted By: Innovee Consulting LLC
1345 Avenue of the Americas FL 2
New York, NY 10105
Phone: 646-531-4899
Email: govt@innovee.com
Attn: Sachin Garg

www.innovee.com



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1. Vendor Qualifications: Section 3.1

Vendors shall be in business a minimum of five (5) years, providing similar information technology staffing services. Vendors must provide documentation to indicate that their company meets this requirement prior to award; however, bidders may include this documentation with their bid.

In the past five years, Innovee has successfully delivered a range of contracts, emphasizing our technical information technology staffing services and IT solutions expertise tailored to the unique needs of government clients, especially within New York City agencies. The table below summarizes our engagements, listing each client, a description of the technical and staffing work provided, contract duration. These projects underscore our proven track record in addressing complex IT requirements through highly skilled staffing services, delivering quality outcomes, and fostering strong, enduring client relationships.

Below attached table provides a summarized list of our executed contracts.

New York City Department of Health and Mental Hygiene (DOHMH)	
Entity name	NYC DOHMH
Contract number/purchase order number assigned by the Entity	CT1-816-20211411598 CT1-816-20228800131 CT1-816-20238808060
Duration of each contract/purchase order (time to complete the work)	01/01/2021 - 06/30/2021 07/01/2021 - 06/30/2022 05/01/2023 - 04/30/2025
Type services provide by the Innovee	Consultant Services for Financial Systems Enhancement and Support
Scope of Work	Innovee's consultants delivered consulting services to enhance and support the financial systems of the NYC Department of Health and Mental Hygiene (DOHMH). This involved analyzing current systems related to contracting, purchasing, and revenue management, implementing essential improvements, and facilitating the integration of contracting with encumbrance processes. Additionally, Innovee updated the Health and Human Services budget forms within the contracting system, performed quality assurance testing, and assisted with the deployment of the enhanced applications. The team also provided comprehensive documentation and ongoing technical support to ensure operational efficiency and compliance with evolving fiscal requirements.
Outcome	The enhancements implemented by Innovee significantly improved the efficiency and functionality of the NYC Department of Health and Mental Hygiene's (DOHMH) financial systems. By streamlining processes and integrating contracting with encumbrance workflows, the agency experienced improved data accuracy and reporting capabilities. The updates to the Health and Human Services budget forms facilitated better compliance with fiscal requirements. Overall, these changes led to increased operational effectiveness, enhanced user satisfaction,

	and a more robust financial management framework within DOHMH.
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New York City Department of Small Business Services (SBS)	
Entity name:	NYC SBS
Contract number/purchase order number assigned by the Entity	<ul style="list-style-type: none"> CT1-801-20211405852
Duration of each contract/purchase order (time to complete the work)	<ul style="list-style-type: none"> 08/24/2020 06/30/2023
Type services provide by the Innovee	SQL Database Administrator Services
Scope of Work	Innovee SQL Database Administrator worked with SBS to design, develop, and implement new entities in Microsoft Dynamics 365 Online, enhance the Worksource1 system, and manage SBS's SQL server environment. Responsibilities include CRM development, database optimization, SQL server management, and providing technical leadership to ensure seamless system integration and support across the agency.
Outcome	The project yielded a robust CRM system on Microsoft Dynamics 365 Online, enhanced database components for Worksource1, and efficient SQL server management. These enhancements facilitate streamlined operations, improved reporting capabilities, and support SBS's initiatives, including the COVID-19 response, while ensuring a cohesive business profile across all integrated systems.

New York City Employees' Retirement System	
Entity name:	NYCERS
Contract number/purchase order number assigned by the Entity	11082019-COBOL-C / PO#22-903-400-143 11082019-COBOL-C / PO#22-903-400-143 PO#19-903-400-403 PO#24-903-400-088
Duration of each contract/purchase order (time to complete the work)	01/16/2019 - 06/30/2023 01/02/2020 - 12/31/2021 01/01/2022 - 12/31/2024 07/01/2023 - 12/31/2025
Type services provide by the Innovee	Cobol Application Developers
Scope of Work	Innovee Consulting LLC has been providing software development and IT services to the New York City Employees Retirement System (NYCERS) focused on enhancing the Employee Retirement, Loan Repayment, and Payroll Systems. Our responsibilities include developing applications in the IBM Mainframe Environment using COBOL2, DB2, and VSAM, ensuring accurate pension payroll calculations, and integrating existing designs with new requirements. We also support user needs, conduct testing and debugging, and implemented changes to the FISA PPMS Interface for 1042-S Tax Reporting. Our goal is

	to deliver reliable software solutions that meet NYCERS' operational needs and compliance requirements.
Outcome	The outcome of Innovee's work with NYCERS includes enhanced software applications for efficient pension payroll calculations and loan repayment processes. Our contributions have improved data accuracy and compliance with tax reporting requirements, resulting in greater user satisfaction and operational effectiveness for NYCERS.
Entity name: NYCERS	
Contract number/purchase order number assigned by the Entity	25-903-400-199
Duration of each contract/purchase order (time to complete the work)	08/26/2024 - 06/30/2025
Type services provide by the Innovee	COBOL Consultant- Programmer 3
Scope of Work	Innovee developer is providing application design and development consultant services to NYCERS as part of its ongoing business process improvement program. Responsibilities include developing applications in a Mainframe environment with integration into distributed systems, analyzing and improving existing business processes through automation, and modifying applications to enhance efficiency. Deliverables include thorough analysis of business requirements, data cleanup, system monitoring, issue tracking and reporting, and timely management of production timelines to address any issues impacting code modules.
Outcome	The outcome of the Innovee developer engagement with NYCERS will be improved application efficiency and streamlined business processes through targeted automation. This will result in enhanced data integrity, timely issue resolution, and greater overall operational effectiveness, ultimately supporting NYCERS' mission and service delivery.

New York City Administration for Children's Services (ACS)	
Entity name	NYC ACS
Contract number/purchase order number assigned by the Entity	CT1-068-20258801066 CT1-068-20258801764
Duration of each contract/purchase order (time to complete the work)	7/1/2024 - 6/30/2025 7/1/2024 - 6/30/2025
Type services provide by the Innovee	QA Testing for ACS Java Applications Conversion to BI Publisher Reports
Scope of Work	Innovee Quality Assurance Tester will oversee the conversion of approximately 275 Oracle reports in ACS Java applications to BI Publisher reports. Key responsibilities include reviewing project requirements, preparing test plans and cases using Azure DevOps, collaborating with developers to prepare test data, validating report parameter

	screens, and conducting role-based security testing. The tester will document software issues, communicate testing progress, participate in defect triage meetings, and provide weekly status updates to the QA Manager, ensuring alignment with project goals and timelines.
Outcome	The outcome of the Quality Assurance Tester's engagement will be the successful conversion and validation of approximately 275 Oracle reports to BI Publisher reports, ensuring proper integration and compliance with security requirements. This will enhance the overall quality and reliability of ACS Java applications, supporting the agency's mission to promote child and family well-being while ensuring timely project delivery.

NYC Department of Transport (DOT)	
Entity name:	NYC DOT
Contract number/purchase order number assigned by the Entity	CT1-841-20218801683
Duration of each contract/purchase order (time to complete the work)	03/22/2021- 03/21/2022
Type services provide by the Innovee	Vision Zero Data - Data Warehouse/ETL Architect
Scope of Work	The consultant successfully led the design, development, and maintenance of the DOT's Enterprise Data Warehouse, ensuring seamless integration of Vision Zero Data applications. Efficient data management solutions were delivered, BI systems were developed, and multiple data sources were integrated. The project resulted in improved data quality, comprehensive data models, and enhanced business processes. Process improvements were implemented, and robust data security measures were established. The consultant also provided user support, troubleshooting technical issues, and worked closely with vendors to resolve platform challenges, leading to a successful project completion.
Outcome	The Vision Zero Data Warehouse project successfully improved data management and integration across multiple sources, enhancing DOT's ability to track and analyze traffic crashes and safety improvements. The implementation of robust BI systems, data models, and security protocols ensured high data quality and governance. Process improvements streamlined reporting and business analytics, providing valuable insights to stakeholders. The consultant's technical expertise and collaboration with vendors led to a smooth platform operation, meeting project goals and supporting DOT's Vision Zero initiative.

New York City Department of Small Business Services (SBS)	
Entity name:	NYC SBS
Contract number/purchase order number assigned by the Entity	<ul style="list-style-type: none"> CT1-801-20201408198
Duration of each contract/purchase order (time to complete the work)	<ul style="list-style-type: none"> 10/01/2019 - 06/30/2020
Type services provide by the Innovee	SQL Database Administrator
Scope of Work	Innovee SQL Database Administrator worked with SBS to design, develop, and implement new entities in Microsoft Dynamics 365 Online, enhance the Worksource1 system, and manage SBS's SQL server environment. Responsibilities include CRM development, database optimization, SQL server management, and providing technical leadership to ensure seamless system integration and support across the agency.
Outcome	The project yielded a robust CRM system on Microsoft Dynamics 365 Online, enhanced database components for Worksource1, and efficient SQL server management. These enhancements facilitate streamlined operations, improved reporting capabilities, and support SBS's initiatives, including the COVID-19 response, while ensuring a cohesive business profile across all integrated systems.

New York City Department of Housing Preservation and Development	
Entity name	NYC HPD
Contract number/purchase order number assigned by the Entity	CT1-806-20248803887
Duration of each contract/purchase order (time to complete the work)	11/28/2023-11/14/2024
Type services provide by the Innovee	Application Development Services/HQS Inspection Processing and Payments maintenance/support
Scope of Work	Innovee's Senior PowerBuilder Developer services for HPD delivered targeted functionality enhancements to support subsidy administration, inspection, and code enforcement processes. Key outcomes included the development of custom functions to streamline these business processes, ensuring precise and efficient handling of critical tasks. Programs were carefully modified based on detailed analysis, and changes were meticulously documented, with each modification logged for tracking. Advanced database management was achieved through the creation of stored procedures and triggers in Oracle/SQL, enhancing data integrity and processing efficiency.

Outcome	The developer collaborated closely with stakeholders to refine requirements, performed rigorous unit testing, and coordinated with both business users and QA teams to conduct User Acceptance Testing (UAT), addressing defects swiftly to maintain high-quality standards. Coordination with HPD's technical staff ensured seamless access to shared environments and configuration management, fostering an integrated, well-supported solution for HPD's operational needs.
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New York City Mayor's Office of Criminal Justice	
Entity name	NYC MOCJ
Contract number/purchase order number assigned by the Entity	CT1-128-20258801734
Duration of each contract/purchase order (time to complete the work)	7/1/2024 - 6/30/2026
Type services provide by the Innovee	MWBE CJ Data Research and Program Support Platform FY25-26
Scope of Work	Innovee is implementing a Criminal Justice Data Research and Program Support Platform, leveraging existing data infrastructure to enhance insights and support for criminal justice programs. This platform is designed to ingest and transform essential justice data feeds, facilitating multiple programmatic dashboards, reports, and ongoing research. By integrating tools such as Snowflake and Azure Data Factory,
Outcome	The solution will support metric creation, data analytics, and evidence-based decision-making for criminal justice initiatives. Our expertise in data architecture ensures that the platform is optimized for high performance, scalability, and comprehensive data management, meeting the unique needs of our government clients.

2. Vendor Qualifications: Section 3.2

Vendors shall be able to demonstrate their potential to provide these services by providing documentation to indicate they have provided staffing of at least six (6) individuals within the listed classifications within the past five (5) years: documentation should include enough information to indicate that the Vendor provided an employee meeting the requirements of a specifically named classification from Section 1, above: the documentation should name the entity to whom the individual was supplied and provide contact information for that entity. Vendors must provide documentation to indicate that their company meets this requirement prior to award; however, bidder may include this documentation with their bid.

Below attached table provides a summarized list of our executed contracts, highlighting our successful delivery of IT staffing services across various projects.

Client Name	Candidate Name	Job Title	Contract Number	Start Date	End Date
State of VT	Chandira Prabhu Tuguru Thiruvethi	Project Manager	45455	1/26/2024	6/30/2024
NYC HPD	Balasubramani Rangasamy	Application Development Services/HQS Inspection Processing and Payments maintenance/support	CT1-806-20248803887	11/28/2023	11/14/2024
NYC DOT	Kevin Boyce	Senior Application Developer	CT1_20228806817	10/06/2023	10/05/2024
NYCERS	Yuliya Borodulina	Cobol Application Developer	22-903-400-143	07/01/2023	12/31/2025
State of VT	Geetika Chaudhary	Project Manager	ADS 2023-48	6/16/2023	6/30/2024
NYC HPD	Balasubramani Rangasamy	Application Development Services/HQS Inspection Processing and Payments maintenance/support	CT1-806-20238806948	11/17/2022	11/27/2023
DESPP-CT	Preethi Yarakaraju	Sr. Business Analyst	FDLE-019-20	09/12/2022	06/30/2024
FDLE	Satish Kumar Singh	Sr. Business Analyst	FDLE-019-20	09/06/2022	06/30/2023
NYC DOT	Kevin Boyce	Senior Application Developer	CT1-841-20228806817	08/22/2022	10/05/2023
FDLE	Santhosh Kumar Vallala	Business Analyst	FDLE-019-20	08/08/2022	07/30/2023

Client Name	Candidate Name	Job Title	Contract Number	Start Date	End Date
NYCERS	Yuliya Borodulina	Cobol Application Developer	23-903-400-213	01/16/2022	01/15/2023
NYCERS	Alla Khanina	Cobol Application Developer	11082019-COBOL-C / PO#22-903-400-143	01/01/2022	12/31/2024
NYC DOITT	Amey Phatak	Business Analyst	8002-4-858-9268C	12/08/2021	12/19/2023
NYC DOHMH	Sarat Annapaneni	Sr. .Net Architect	CT1-816-20228800131	07/01/2021	06/30/2022
NYC DOT	Anamika Singh	Projects Data Warehouse Enhancement - Application Developer	CT1-841-20218801502	04/01/2021	03/30/2022
NYC DOT	Milton Nyazema	ETL Architect	CT1-841-20218801683	03/22/2021	03/21/2023
NYC DOB	Aditi Dole	IT Consultant Amendment #1	CT1-810-20218800043	11/02/2020	11/30/2021
NYC DOT	Tanuja Ramesh Vanjarapu	Application Developer Programmer 3	CT1-841-20218800856	10/15/2020	06/30/2022
NYC SBS	Praveen Kumar Yamani	SQL Database Administrator Services	CT1-801-20211405852	08/24/2020	06/30/2023
NYCERS	Yuliya Borodulina	Cobol Application Developer	21-903-400-076	07/01/2020	06/30/2021
NYC DOC	Frank Droste William Goebel	POD-072-20202033496	POD-072-20202033496	06/24/2020	06/30/2020
NYC DOT	Shilpa Mahajan	Business Analyst	CT184120191429491	01/27/2020	06/11/2021
NYC DOB	Aditi Dole	IT Consultant	CT1-810-20201409032	10/21/2019	08/10/2020
NYC SBS	Praveen Kumar Yamani	SQL Database Administrator Services	CT1-801-20201408198	10/01/2019	06/30/2020
NYC DSNY	Yeswanth Kanumuri	Software Engineer	CT1-827-20191418378	02/26/2019	09/26/2019

3. Addendum acknowledgment form

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ MIS250000001

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.

Innovée Consulting LLC

Company



Authorized Signature

10 / 24 / 2024

Date

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

Revised 8/24/2023

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4.Request For Quotation CRFQ

**REQUEST FOR QUOTATION
CRFQ MIS250000001
Technical Temporary Staffing Services**

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: Sachin Garg
Telephone Number: 646-531-4899
Fax Number: N/A
Email Address: govt@innovee.com

Revised 12/12/2017

Doc ID: e6a1adc229c077903de0757367dd9b86a759d82f

5. Federal funds addendum

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. **MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:**
(2 C.F.R. § 200.321)
 - a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
 - b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
2. **DOMESTIC PREFERENCES:**
(2 C.F.R. § 200.322)
 - a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

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States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

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If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.
(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

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State of West Virginia

Vendor Name: Innovee Consulting LLC

By: _____

By: Sachin Garg

Printed Name: _____

Printed Name: Sachin Garg

Title: _____

Title: Vice President

Date: _____

Date: 10 / 24 / 2024

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6.HIPAA Business associate addendum

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/ir/Default.aspx>.

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

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

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

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

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

. **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: _____

Name of Associate: Sachin Garg _____

Signature: _____

Signature: Sachin Garg _____

Title: _____

Title: Vice President _____

Date: _____

Date: 10 / 24 / 2024 _____

Form - WVBAA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 13
BY Patrick Morrissey
Attorney General

7. Designated Contact

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) Sachin Garg, Vice President

(Address) 1345 Avenue of the Americas, FL 2, New York, NY, 10105

(Phone Number) / (Fax Number) 646-531-4899

(email address) govt@innovee.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.

Innovee Consulting LLC

(Company) *Sachin Garg*

(Signature of Authorized Representative) Sachin Garg, Vice President 10 / 24 / 2024

(Printed Name and Title of Authorized Representative) (Date) 646-531-4899

(Phone Number) (Fax Number) govt@innovee.com

(Email Address) _____

Revised 8/24/2023

Doc ID: e6a1adc229c077903de0757367dd9b86a759d82f