



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](http://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](http://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: 1379271


Procurement Type: Central Master Agreement

Vendor ID: VS0000005897 

Legal Name: INFOJINI INC

Alias/DBA:

Total Bid: \$773,760.00

Response Date: 03/05/2024 

Response Time: 9:02

Responded By User ID: statebids 

First Name: Sandeep

Last Name: Harjani

Email: statebids@infojiniconsultin

Phone: 4432570086

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: 1

Total of All Attachments: 1



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 ESR03052400000004550	1

**VENDOR**  
 VS0000005897  
 INFOJINI INC

**Solicitation Number:** CRFQ 0210 ISC2400000011  
**Total Bid:** 773760  
**Response Date:** 2024-03-05  
**Response Time:** 09:02:33  
**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	90.000000	187200.00

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	92.000000	191360.00

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	94.000000	195520.00

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	96.000000	199680.00

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.

**THE STATE OF WEST VIRGINIA**  
**DEPARTMENT OF ADMINISTRATION – PURCHASING**  
**DIVISION**

**REQUEST FOR SOLICITATION**  
**FOR**  
**PROFESSIONAL DATABASE ENGINEER**  
**CRFQ 0210 ISC240000011**

**INFOJINI, INC. RESPONSE**

Due Date: March 06, 2024, at 01:00 PM EST



**Submitted by:** Infojini, Inc.  
**Address:** 10015, Old Columbia Road, Suite  
B215, Columbia MD 21046  
**Contact:** Sandeep Harjani  
**Phone:** 443-257-0086  
**Email:** [gov@infojiniconsulting.com](mailto:gov@infojiniconsulting.com)

**Submitted To:** The State of West Virginia  
**Department:** Department of Administration –  
Purchasing Division  
**Buyer:** Toby L. Welch  
**Address:** Department of Administration,  
Purchasing Division, 2019 Washington ST E,  
Charleston WV 253005  
**Email:** [toby.l.welch@wv.gov](mailto:toby.l.welch@wv.gov)

## Table of Contents

<b>Cover Letter .....</b>	<b>3</b>
<b>Vendor Information/Cost Sheet .....</b>	<b>5</b>
<b>Addendum Acknowledgement.....</b>	<b>8</b>
<b>Contact Information / Certification &amp; Signature .....</b>	<b>9</b>
<b>HIPAA Business Associate Addendum.....</b>	<b>10</b>
<b>Miscellaneous.....</b>	<b>19</b>

**Cover Letter**

**Attn:** The State of West Virginia

**Date:** Mar 06, 2024

**Subject:** Infojini’s response to ‘*CRFQ for Professional Database Engineer*’ released by the State of West Virginia, Department of Administration – Purchasing Division.

Infojini, Inc. (“*Infojini*”) understands that the State of West Virginia – Department of Administration Purchasing Division intends to hire ‘Professional Database Engineer’.

Founded on 2006, Infojini Inc. has *17+ years* of experience in staff augmentation services and is an *ISO 9001, 20000-1 & 27001 Certified, M/S/DBE Certified* business entity, based in the State of Maryland with regional offices in Virginia, Florida, Illinois, Missouri, Maryland, Texas, New Jersey, New York, Washington, Indiana, Minnesota, North Carolina, Michigan, California, Kansas, Pennsylvania, Ohio, Massachusetts, Georgia. Infojini has been awarded as ‘*SIA Best Staffing Firm 2023*’ and we’ve been serving the *State of Virginia for more than 10+ years* with various staffing resources. We have broad experience working with and meeting project requirements and goals of various government organizations throughout the State of Virginia.

We have an internal database of pre-screened resources dedicated to working in similar positions. Our database consists of 3M+ resumes, 200,000+ pre-screened resources across the United States, and over 15,000 pre-screened resources in the State of Virginia. We aim to leverage our local experience, vast database of resources, and Dedicated Account Management Team to provide the State of West Virginia with thoroughly evaluated candidate resumes with strong work history and qualifications, and rigorously screened and validated candidates with desired proficiencies to meet the State of WV’s requirements, mission, and vision.

<b>About Infojini, Inc.</b>
<p><b>Our Strengths:</b></p> <ul style="list-style-type: none"> <li>• <i>150+ dedicated recruiters with a specialized industry focus.</i></li> <li>• <i>Access to 3 million+ Resumes in our internal database of TalentDome and Ceipal</i></li> <li>• <i>Database of 200,000+ Prescreened Candidates.</i></li> </ul> <p><b>Experience:</b></p> <ul style="list-style-type: none"> <li>• <i>17+ Years’ Experience Providing IT Staffing Services.</i></li> <li>• <i>300+ Staffing contracts</i></li> </ul> <p><b>Nationwide Presence:</b></p> <p><i>Strong presence as Staff Augmentation Service provider all over the nation including the State of Virginia.</i></p> <p><b>Financial Stability</b></p> <p><i>Over \$270M revenue since inception</i></p>

Infojini accepts all terms and conditions mentioned under this solicitation.

Infojini understands and agrees that we will not engage in a boycott of Israel during the term of this contract.

Infojini certifies that the temporary services contract is without any collision or fraud and Infojini have neither offered nor received any inducements from any individual(s), public or private, in the preparation and pricing of the services to be provided.

Infojini assures the State of WV that the temporary employees provided will be in compliance with the Immigration Reform and Control Act of 1986 (or current immigration laws).

Infojini adheres and follows the Equal Opportunity Employer and provides employees without regard to an individual's race, color national origin, ancestry, sex religion, age, physical handicap, disability, or political affiliations.

As the President of Infojini, Inc., I'm the authorized individual to bind the firm to all statements proposed services, Legal documents and prices offered, I will be the single point of contact and I am further authorized to sign this proposal. If awarded the contract, we will meet and exceed your expectations.

Respectfully,



Sandeep Harjani, President  
Infojini, Inc.

10015, Old Columbia Road, Suite B215, Columbia, MD 21046

Phone: 443-257-0086

Email: [statebids@infojiniconsulting.com](mailto:statebids@infojiniconsulting.com)





## Cost Sheet

ADDITIONAL INFORMATION					
Addendum No 1 is issued for the following reasons:					
1) To publish a copy of vendor questions with the agency's response.					
---no other changes---					
INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Professional Database Engineer - YR1	2080.00000	HR	\$ 90.00	\$ 187,200.00
Comm Code	Manufacturer	Specification	Model #		
80111609					

**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.

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Professional Database Engineer - Optional YR2	2080.00000	HR	\$ 92.00	\$ 191,360.00
Comm Code	Manufacturer	Specification	Model #		
80111609					

**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.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Professional Database Engineer - Optional YR3	2080.00000	HOUR	\$ 94.00	\$ 195,520.00

Comm Code	Manufacturer	Specification	Model #
80111609			

**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.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Professional Database Engineer - Optional YR4	2080.00000	HOUR	\$ 96.00	\$ 199,680.00

Comm Code	Manufacturer	Specification	Model #
80111609			

## Addendum Acknowledgement

### ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ ISC240000011

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.

Infojini, Inc.

Company



Authorized Signature

03/04/2024

Date

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

Revised 8/24/2023

## Contact Information / Certification & Signature

**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) Sandeep Harjani, President

(Address) 10015, Old Columbia Road, Suite B215, Columbia, MD 21046

(Phone Number) / (Fax Number) 443-257-0086 / 443-283-4249

(email address) gov@infojiniconsulting.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.*

Infojini, Inc.

(Company) 

(Signature of Authorized Representative)

Sandeep Harjani, President (03/04/2024)

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

443-257-0086 / 443-283-4249

(Phone Number) (Fax Number)

gov@infojiniconsulting.com

(Email Address)

Revised 8/24/2023

## 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. 111<sup>th</sup> 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](http://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](mailto:incident@wv.gov) or <https://apps.wv.gov/ot/ir/Default.aspx>.

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

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

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

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

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

#### **4. Addendum Administration.**

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

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

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

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

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

AGREED:

Name of Agency: \_\_\_\_\_

Name of Associate: Sandeep Harjani

Signature: \_\_\_\_\_

Signature: *Sandeep*

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: 03/04/2024

Form - WVBAA-012004  
Amended 08.28.2013

APPROVED AS TO FORM THIS 26<sup>th</sup>  
DAY OF Jan 20 25  
BY *Patrick Morrissey*  
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.

We will take appropriate steps to ensure compliance with Security Measures by our employees and consultants to the extent applicable to the County's scope of work.

Data Security Measures we will implement are:

- > Identify PHI information and ensure it is not used or disclosed without County approval.
- > Use appropriate administrative, technical, and physical safeguards to protect the privacy of PHI.
- > In case of a breach, report County any use or disclosure of PHI other than intended people.
- > Mitigate to the extent possible any harmful effects of disclosure of PHI.

## Miscellaneous

### 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:** Sandeep Harjani

**Telephone Number:** 443-257-0086

**Fax Number:** 443-283-4249

**Email Address:** gov@infojiniconsulting.com

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

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.