



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

State of West Virginia Master Agreement

Order Date: 05-23-2022

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

Order Number:	CMA 0511 3084 HHR180000007 6	Procurement Folder:	302511
Document Name:	Change Order No. 5	Reason for Modification:	CO 5 - Cost neutral change order to increase hours on Cost Sheet Table 14 Modifications and Enhancements Year 5 and to add contract terms required by IRS.
Document Description:	Integrated Eligibility Solution		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2017-11-17
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-12-31

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code:	000000184667			Requestor Name:	Kimberly A Beckett
OPTUMINSIGHT INC 11000 OPTUM CIR				Requestor Phone:	(304) 558-5906
EDEN PRAIRIE MN 55344 US				Requestor Email:	kimberly.a.beckett@wv.gov
Vendor Contact Phone:	612-642-7749	Extension:		<div style="font-size: 48pt; font-weight: bold;">22</div> <div style="font-size: 24pt; font-weight: bold;">FILE LOCATION _____</div>	
Discount Details:					
	Discount Allowed	Discount Percentage	Discount Days		
#1	No	0.0000	0		
#2	No				
#3	No				
#4	No				

INVOICE TO	SHIP TO
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US	BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US

6-3-22 BAX

Purchasing Division's File Copy

Total Order Amount:	Open End
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CH 6/1/22
 PURCHASING DIVISION AUTHORIZATION
 DATE: 6/3/22
 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
 DATE: 6/8/2022
 ELECTRONIC SIGNATURE ON FILE

ENTERED

ENCUMBRANCE CERTIFICATION
 Beverly Tobin
 DATE: 6-9-2022
 ELECTRONIC SIGNATURE ON FILE

6/8/2022

Extended Description:

Change Order #5

Issued to increase to Cost Sheet Table 14 Modification and Enhancements Year 5 commodity line to reflect 73,000 hours. The addition of the "Pub 1075 Exhibit 7 Language" to the existing contract terms as required by the federal Internal Revenue Service (IRS). This is being incorporated to ensure compliance with IRS federal requirements.

Effective Start Date: April 28, 2022.

Effective End Date: December 31, 2023

No other changes.

All provisions of the original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81111511				0.000000
	Service From	Service To			
	2017-11-17	2023-04-17			

Commodity Line Description: Total DDI Costs

Extended Description:

Total DDI Costs (See Appendix II: Deliverables, Milestones, and Payments)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	81111511				0.000000
	Service From	Service To			
	2018-11-17	2019-11-16			

Commodity Line Description: Monthly Maintenance and Operations Year 2

Extended Description:

Monthly Maintenance and Operations Year 2 months at \$0.00 per month

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	81111511				0.000000
	Service From	Service To			
	2019-11-17	2020-11-16			

Commodity Line Description: Monthly Maintenance and Operations Year 3

Extended Description:

Monthly Maintenance and Operations Year 3 months at \$1,432,667.00 per month

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	81111511				0.000000
	Service From	Service To			
	2020-11-17	2021-11-16			

Commodity Line Description: Monthly Maintenance and Operations Year 4

Extended Description:

Monthly Maintenance and Operations Year 4 months at \$1,251,500.00 per month

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	81111511				0.000000
	Service From	Service To			
	2021-11-17	2022-11-16			

Commodity Line Description: Monthly Maintenance and Operations Year 5

Extended Description:

Monthly Maintenance and Operations Year 5 months at \$1,162,083.00 per month

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	81111511				0.000000
	Service From	Service To			
	2022-11-17	2023-11-16			

Commodity Line Description: Monthly Maintenance and Operations Year 6

Extended Description:

Monthly Maintenance and Operations Year 6 months at \$1,083,500.00 per month

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	81111511				0.000000
	Service From	Service To			
	2017-11-17	2018-11-16			

Commodity Line Description: Modifications and Enhancements Year 1 Hourly Rate

Extended Description:

Modifications and Enhancements Year 1 Hourly Rate 30,000 hours at \$0.00 per hour

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	81111511				0.000000
	Service From	Service To			
	2018-11-17	2019-11-16			

Commodity Line Description: Modifications and Enhancements Year 2 Hourly Rate

Extended Description:

Modifications and Enhancements Year 2 Hourly Rate 30,000 hours at \$114.00 per hour

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	81111511				0.000000
	Service From	Service To			
	2019-11-17	2020-11-16			

Commodity Line Description: Modifications and Enhancements Year 3 Hourly Rate

Extended Description:

Modifications and Enhancements Year 3 Hourly Rate 30,000 hours at \$116.00 per hour

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	81111511				0.000000
	Service From	Service To			
	2020-11-17	2021-11-16			

Commodity Line Description: Modifications and Enhancements Year 4 Hourly Rate

Extended Description:

Change Order 3 is to increase the hours to 70,000 hrs @ \$118.00 per hour.

Modifications and Enhancements Year 4 Hourly Rate 30,000 hours at \$118.00 per hour

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	81111511				0.000000
	Service From	Service To			
	2021-11-17	2022-11-16			

Commodity Line Description: Modifications and Enhancements Year 5 Hourly Rate

Extended Description:

Change Order 5 is to increase the hours to 73,000 hrs @ \$121.00 per hour

Modifications and Enhancements Year 5 Hourly Rate 30,000 hours at \$121.00 per hour

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	81111511				0.000000
	Service From	Service To			
	2022-11-17	2023-11-16			

Commodity Line Description: Modifications and Enhancements Year 6 Hourly Rate

Extended Description:

Modifications and Enhancements Year 6 Hourly Rate 30,000 hours at \$124.00 per hour

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
31	81111511				0.000000
	Service From	Service To			
	2017-11-17	2018-11-16			

Commodity Line Description: Monthly Maintenance and Operations Year 1

Extended Description:

Monthly Maintenance and Operations Year 2 months at \$0.00 per month

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
32	81111511				0.000000
	Service From	Service To			
	2018-11-17	2019-11-16			

Commodity Line Description: Modifications and Enhancements Year 2 Pool \$50,000.00

Extended Description:

Modifications and Enhancements Year 2 Pool \$50,000.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
33	81111511				0.000000
	Service From	Service To			
	2019-11-17	2020-11-16			

Commodity Line Description: Modifications and Enhancements Year 3 Pool \$50,000.00

Extended Description:

Modifications and Enhancements Year 3 Pool \$50,000.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
34	81111511				0.000000
	Service From	Service To			
	2020-11-17	2021-11-16			

Commodity Line Description: Modifications and Enhancements Year 4 Pool \$50,000.00

Extended Description:

Modifications and Enhancements Year 4 Pool \$50,000.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
35	81111511				0.000000
	Service From	Service To			
	2021-11-17	2022-11-16			

Commodity Line Description: Modifications and Enhancements Year 5 Pool \$50,000.00

Extended Description:

Modifications and Enhancements Year 5 Pool \$50,000.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
36	81111511				0.000000
	Service From	Service To			
	2022-11-17	2023-11-16			

Commodity Line Description: Modifications and Enhancements Year 6 Pool \$50,000.00

Extended Description:

Modifications and Enhancements Year 6 Pool \$50,000.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
37	81111511				0.000000
	Service From	Service To			
	2021-10-01	2023-12-31			

Commodity Line Description: Performance Tuning Activities

Extended Description:

IES WV PATH Performance Tuning Activities for 27 months
Monthly Rate: \$1,432,667.00



OptumInsight, Inc.
11000 Optum Circle
Eden Prairie, MN 55344

April 19, 2022

West Virginia Department of Health and Human Resources (WV DHHR)
Management Information Services
321 One Davis Square
Charleston, WV 25301
Attn: Mr. Justin Davis, Assistant to the Cabinet Secretary

RE: # CMA 0511 3084 HHR 1800000007 – Letter of Acceptance for Increased Hours

Mr. Davis:

Optum submits this letter of acceptance in accordance with the terms and conditions of the master contract (# CMA 0511 3084 HHR 1800000007) to increase the amount of Modification and Enhancement hours in the affiliated central delivery order (HHR397723 CDO 0511 HHR18*15) and to insert the addition of mandatory IRS Pub 1075 language. The changes in hours will be reflected in an updated Cost Sheet Table and commodity line items. Where the changes will now reflect an additional 23,000 hours in Year 5 for a total of 73,000 enhancement hours.

Optum understands and accepts the increase of hours for Year 5 is consistent with efforts to support the significant design, development and implementation work to incorporate the applicable requirements into WV PATH as mandated through federal and state legislation, evolving regulatory requirements, and initiatives. The increase in hours will be needed to help ensure the WV PATH complies with these additional or modified regulations as well as unanticipated tasks to support the Coronavirus Response,

Optum agrees to honor the hourly pricing for Year 5 Modifications and Enhancements as set forth in the master contract.

Formalized change control will continue to be used to document the modifications and enhancements and impacts to schedule.

Sincerely,

Paul Miller Digitally signed by Paul Miller
Date: 2022.04.20 08:32:28
-07'00'

Paul Miller
Vice President of Finance

Agree.

CC: Shaun Charles
Brian Cunningham

IRS Publication 1075 Exhibit 7 Safeguarding Contract Language

I. PERFORMANCE

Federal Tax Information (FTI) as referenced in this Exhibit, also includes State Tax Information (STI).

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor.
- (2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- (9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

(10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

(11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.

(12) For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is

so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

Table 14: Modifications and Enhancements Cost

Modifications and Enhancements			
Period	Hourly Rate	Hours	Total (Hourly Rate x 30,000 Hours)
Year 1*	\$ 0.00	0	\$ 0.00
Year 2	\$ 114	30,000	\$ 3,420,000
Year 3	\$ 116	30,000	\$ 3,480,000
Year 4	\$ 118	30,000	\$ 3,540,000
Year 5	\$ 121	30,000	\$ 3,630,000
Year 6	\$ 124	30,000	\$ 3,720,000
Year 7	\$ 128	30,000	\$ 3,840,000
Year 8	\$ 132	30,000	\$ 3,960,000
Year 9	\$ 136	30,000	\$ 4,080,000
Year 10	\$ 140	30,000	\$ 4,200,000
All inclusive Maintenance and Operations Cost		GRAND TOTAL	\$ 33,870,000

*For purposes of proposal and evaluation, all vendors should estimate enhancement cost for Year 1 at zero dollars (\$0).

Table 15: All-Inclusive Total Cost

All-Inclusive Total Cost	
Service	Cost
Total DDI Costs (Table 12 Total Cost)	\$ 162,675,000
Total Maintenance and Operations Cost: (Table 13 Grand Total)	\$ 112,330,000
Total Enhancement Cost: (Table 14 Grand Total)	\$ 33,870,000
Grand Total Project Cost	\$ 308,875,000



APPROVED
[Signature]
6/1/22

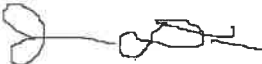
STATE OF WEST VIRGINIA
DEPARTMENT OF HEALTH AND HUMAN RESOURCES

Bill J. Crouch
Cabinet Secretary

Ok

Althea Greenhow

MEMORANDUM

Date: April 28, 2022
To: Bryan Rosen, Director of DHHR Purchasing
From: Justin Davis, Assistant to the Cabinet Secretary 
Re: CMA 0511 3084 HHR180000007

This is a request to make two changes to CMA 0511 3084 HHR180000007.

1. An increase to Cost Sheet Table 14 Modification and Enhancements Year 5 commodity line to reflect 73,000 hours.
2. Addition of the attached titled "Pub 1075 Exhibit 7 Language" to the existing contract terms as required by the federal Internal Revenue Service (IRS). As a result of feedback from the IRS, "Pub 1075 Exhibit 7 Language" must be incorporated into the contract terms and conditions to ensure compliance with IRS federal requirements.

The increase in hours does not increase the total contract value and is a continuation of a previous CMA adjustment addressing the need to meet federal and state regulatory requirements that were issued after the initial contract award. Initial work toward these requirements was conducted and adjustments in federal timelines and guidance necessitated that it be performed primarily in Year 5. The impacted changes are listed below:

1. Family First Prevention Services Act (FFPSA). The WV People's Access to Help (PATH) project is in the process of aligning the design of its Child Welfare workflows with the requirements from the FFPSA. Although WV Department of Health and Human Resources (DHHR) implemented changes to the legacy Families and Children Tracking System (FACTS) system that were successfully implemented, corresponding changes need to be made to the design for WV PATH. These changes will require alterations to the anticipated design for the WV PATH solution. Work began in Year 4 and timeline adjustments require significant effort in Year 5 with a targeted production deployment in Year 5.
2. Children with Serious Emotional Disorders Waiver (CSEDW). The CSEDW waiver requires that DHHR add new eligibility categories to the WV PATH solution to accommodate populations eligible for these services. This will require

updates to the design for the WV PATH solution. This waiver is active from February 1, 2020 through January 31, 2023. This requires updates in Year 5.

3. United States Department of Justice (US DOJ) Agreement. Implementation of the formal agreement between the State of West Virginia and the US DOJ requires West Virginia to take a variety of steps to help ensure full compliance with the Americans with Disabilities Act (ADA). The Child Welfare workflows developed for the WV PATH solution must comply with the terms of the agreement, which requires review and refinement of the solution design. This requires significant effort in Year 5 with a targeted production deployment in Year 5.
4. Family First Coronavirus Response Act (FFCRA). Implementation of federal requirements under the FFCRA having been ongoing throughout the COVID-19 pandemic. WV PATH and the legacy systems it will be replacing must comply with the eligibility requirements that have been changed under the existing State of Emergency. As the COVID-19 State of Emergency continues into Year 5, it impacts the work needed during the contract year.
5. Adoption Foster Care Analysis and Reporting System (AFCARS) Version 2.1: AFCARS is a mandatory federal compliance report of the Title IV-E activities as part of DHHR's child welfare program. The Administration for Children and Families' (ACF) Children's Bureau (CB) issued updated guidance as recently as 2021, requiring States to collect data sufficiently to support AFCARS 2.1 by October 1, 2022. This requires significant updates to the AFCARS design in Year 5 with a targeted production deployment in Year 5.
6. Google Workspace Transition. In 2020, The WVOT announced that the State of West Virginia would be transition from Microsoft Office to Google Workspace. This transition is currently scheduled for calendar year 2021 with functionality that will be rolled out across Year 4 and Year 5. To date, WV PATH design and development has been completed with integration to Microsoft as the Google Workspace transition was not known. This will require updates to the WV PATH design as well as additional development and testing to ensure there is not loss in functionality with the Google integration. Given that these changes impact every user of PATH across every program, this will require significant effort in Year 5 with a targeted production deployment in Year 5 and Year 6.

The Master Agreement provides flexibility for the project to align with new and revised regulatory requirements under mandatory requirement 5.17:

The Vendor will agree to incorporate all requirements mandated through federal and State regulations and legislation, including new reporting requirements. The vendor will ensure that the IES is current in its ability to accept and employ new standards and requirements as they occur. Formalized change control will be used for all such changes, during all phases of the project as defined in the Change Management Plan.



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY
State Capitol
Charleston, West Virginia 25305

Mark D. Scott
Cabinet Secretary

Joshua D. Spence
Chief Information Officer

M E M O R A N D U M

**TO: Alicia Sodder, Administrative Services Manager 1
Department of Health and Human Resources**

**FROM: Joshua D. Spence, Chief Information Officer
Office of Technology**

A handwritten signature in black ink, appearing to read "J. Spence", written over the printed name of the sender.

**SUBJECT: INFORMATION TECHNOLOGY PROCUREMENT
HR002946-EXPEDITE CMA 0511 3084 HHR1800000007 IS&C
NUMBER: 2022-2061 Expedite**

DATE: May 5, 2022

West Virginia Code §5A-6-4(a)(3) permits the Chief Technology Officer to “evaluate the economic justification, system design and suitability of information equipment and related services, and review and make recommendations on the purchase, lease or acquisition of information equipment and contracts for related services by the state spending units.”

West Virginia Code §5A-6-4c requires that the Chief Technology Officer review and approve “a major information technology project.”

West Virginia Code §5A-6-5 requires that “any state spending unit that pursues an information technology purchase that does not meet the definition of a ‘major technology project’ and that is required to submit a request for proposal to the State Purchasing Division prior to purchasing goods or services shall obtain the approval of the Chief Technology Officer, in writing, of any proposed purchase of goods or services related to its information technology and telecommunication systems.

After conducting a review of your request to add additional 73,000 hours and add Pub1075 Exhibit 7 language to the existing contract terms, the Office of Technology has determined:

X That your request is approved.

That your request is not subject to the review and approval provisions contained in Chapter 5A, Article 6 of the Code, therefore, it does not need approval by the Office of Technology.

This memorandum constitutes this office's official review and a copy should be attached to your purchase order and any other correspondence related to this request.

If you have questions, or need additional information, please contact Consulting Services at Consulting.Services@wv.gov.