



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: 1025461

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: V Group Inc.

Alias/DBA: .

Total Bid: \$914,867.20

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0704

SO Doc ID: INS2200000004

Published Date: 5/3/22

Close Date: 5/5/22

Close Time: 13:30

Status: Closed

Solicitation Description:

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: 1025461
Solicitation Description: Technical Staffing Service- Data Base Administrator
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-05-05 13:30	SR 0704 ESR05052200000006945	1

VENDOR
 VS0000022262
 V Group Inc.

Solicitation Number: CRFQ 0704 INS2200000004
Total Bid: 914867.1999999999534338712692 **Response Date:** 2022-05-05 **Response Time:** 11:10:12
Comments:

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@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	Temporary information technology software developers	2080.0000	HOUR	109.960000	228716.80

Comm Code	Manufacturer	Specification	Model #
80111609			

Commodity Line Comments:

Extended Description:

Database Administrator
Year 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Temporary information technology software developers	2080.0000	HOUR	109.960000	228716.80

Comm Code	Manufacturer	Specification	Model #
80111609			

Commodity Line Comments:

Extended Description:

Database Administrator
Year 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Temporary information technology software developers	2080.0000	HOUR	109.960000	228716.80

Comm Code	Manufacturer	Specification	Model #
80111609			

Commodity Line Comments:

Extended Description:

Database Administrator
Year 3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Temporary information technology software developers	2080.0000	HOUR	109.960000	228716.80

Comm Code	Manufacturer	Specification	Model #
80111609			

Commodity Line Comments:

Extended Description:

Database Administrator
Year 4

Centralized Request for Quote

Technical Staffing Service Database Administrator

Submitted To:



Attn:

Joseph E Hager III

Email: joseph.e.hageriii@wv.gov

Submitted By:



V Group Inc.

V Group Inc.

379 Princeton Hightstown Road, Building 3 Suite 2A,
Cranbury, NJ 08512

www.vgroupinc.com

Tel – 609-371-5400; Fax – 877-874-8942

Email – bids@vgroupinc.com

Due Date & Time: May 05, 2022, 1:30 PM ET



Table of Contents

TRANSMITTAL LETTER	3
EXECUTIVE SUMMARY	4
DESIGNATED CONTACT	12
ADDENDUM ACKNOWLEDGEMENT FORM	13
PROPOSED RESOURCE	14
DESIGNATED CONTRACT MANAGER.....	19
HIPAA BUSINESS ASSOCIATE ADDENDUM	20
MINORITY-OWNED BUSINESS CERTIFICATE	28



Transmittal Letter

To,
Joseph E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov

Hello Joseph,

V Group Inc. would like to provide The West Virginia Purchasing Division with the response to **Centralized Request for Quote No: CRFQ 0704 INS220000004 || Database Administrator**, which is due on **May 05, 2022, by 1:30 PM.**

V Group Inc. is an IT Services company with its main focus being the Public & Private Sector market. Our primary verticals are Federal / State / County / Municipal Agencies, E-Commerce. At V Group, we pride ourselves in successfully implementing complex software projects by providing the highest quality personnel and services to our customers.

We are a certified Minority Business Enterprise (MBE) certified enterprise from National Minority Supplier Development Council (NMSDC). V Group holds MWBE certifications from various States. For more information, please visit our website. www.vgroupinc.com

V Group has current and past contracts with the following States: NY, NJ, OH, MD, PA, TX, VA, SC, OR, FL, DE, NC, MI, GA, CA, etc. Recently we have been awarded the General Services Administration under MAS Schedule, SIN#51451S.

The following are the offeror details and contact details of the executive who has the authority to contract with the organization.

Proposer's Name : V Group Inc.

Address : 379 Princeton Hightstown Road, Bldg. 3 Suite 2A, Cranbury, NJ 08512

Email Address : bids@vgroupinc.com

FEIN : 52-2175892

Telephone : 609-371-5400

FAX : 877-874-8942

Website : www.vgroupinc.com

Should you require more information, please contact Vineeta Wadhvani at 609-371-5400 ext. 319 E-mail: bidmanager@vgroupinc.com or Sandeep Soman at 609-371-5400 Ext 312 at sandeeps@vgroupinc.com .

Sincerely,

Vineeta Wadhvani
Bid Manager
V Group Inc.



Executive Summary

Formed in 1999, V Group Inc. has been providing IT Programmatic Support services including IT staff augmentation, Project-based IT Services, IDIQ IT Support Contracts, etc.; We have been managing large IDIQ contracts in IT Consulting Service & Support functions related to Project Management, Hyperion Implementation, Cognos BI, Business Application, Business Intelligence, COTS application, Identity Access Management Support, SharePoint (on prem, online, hybrid) support, Server support, Network Architecture, exchange/O365 solutions, PeopleSoft Upgrade, PeopleSoft Enhancement, PeopleSoft Maintenance, SAP, Oracle Database, etc.

V Group Inc. has been supporting over 35 different state and local public sector agencies in the US and has been providing Hourly-Based IT staffing services since 1999, which is over twenty-one (21) years. We have been providing services to various departments including Judiciary, Education, Transportation, Health & Human Services, Insurance, Legal, etc.

Recently, we have been awarded the ***General Services Administration under MAS Schedule, SIN#51451S***

The key to the successful implementation of IT initiatives at V Group Inc. is having highly competent IT professionals available at the right time and for the required duration. With several years of successful execution of contracts similar in nature, V Group has proven expertise to locate and assign the IT professionals with the specific IT skills desired by the client.

V Group understands that West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Offices of the Insurance Commissioner (OIC) to establish a contract for a database administrator staffing service. This will be an open-end service contract that will provide the services of a Database Administrator on an hourly rate basis.

Our consultant will provide technical expertise to meet the temporary contracted staffing needs of the OIC Information Technologies Unit. These services will be used to create and modify stored procedures, control data exchange with outside entities, and patch and maintain Oracle and Microsoft SQL databases currently used by the OIC

V Group Inc. can provide value-added services to the Client that is identified throughout our engagements. V Group has a solid reputation in helping businesses be more successful in their use of IT technology both strategically and tactically. We help improve business performance in terms of reliability, security, speed, scalability, and enhanced business functionality. V Group welcomes the opportunity to leverage this experience to assist the Client to achieve its goals.

V Group's Proven Capabilities:

- *ITIL, PMP, Agile Practitioners & Technology Certified Staff*
- *Investment in next-gen technology training & systems*
- *Patented Products & Tech Innovations Partnerships*
- *Flexibility to ramp-up workforce quickly*
- *Process & Quality Driven Organization*
- *18 years in Public Sector & Over a decade with Healthcare, Transportation, Education, Human Services, Legal clients*
- *Contracts with over 35 State & Local Agencies*
- *Large IDIQ Project Transition experience*
- *Attrition rates with the State Agencies less than 5%*
- *Right to Hire*
- *Highly effective recruiting team with the technical skills and tools required to deliver the right candidates, with the right skills, for the right timeframes.*
- *Fast turnaround time*
- *Account Managers and trained/AIRS Certified Recruiters with comprehensive industry knowledge*



- *In-house database*
- *Excellent Placement ratio*
- *Proven Recruitment process*
- *Experienced Specialists*
- *Controlling costs by using the information in the knowledge database to standardize and develop repeatable processes to ensure accuracy.*

Below mentioned is the list of contracts where we have worked on Hourly Based IT Services. This demonstrates our domain experience with not only the services to government agencies but also to the various departments.

State	Client Name	Service
California	Santa Clara Valley Transportation Authority	Technology Information Services: Data/Cyber Security, Desktop/Helpdesk Support, Engineering and Construction Technology Support, Server, SharePoint, Technology/Communication Services
California	The City of Sunnyvale	Business Analyst, Desktop Engineer, Network Engineer, Application Analyst (Series), Project Manager, Systems Engineer
DC	Metropolitan Washington Council of Governments	IT Governance Process Development, Capital Planning and Investment Control Support, IT Architecture Support, IT Portfolio Analysis, Market Research
DC	Multiple Award Schedule, GSA	54151S, Application Architect, IT Business Analyst, Computer Operator, Database Administrator Database Architect, Desktop Support Specialist, ERP Specialist, Functional Architect, Geographic Information System (GIS) Consultant, IT Security Administrator, Network Administrator, Network Architect, Network Engineer, IT Program Manager, Programmer Analyst, IT Project Manager, Quality Assurance Specialist, IT Subject Matter Expert, System/ Server Administrator, IT Technical Writer
Florida	Department of Management Services	Applications Development, Data Strategy and Management, Quality Assurance, Technology Research, Client Technologies, Customer Support, Network Management, Internet Planning, Eng. & Operations, Telecommunications, Electronic Commerce, Business Intelligence Systems Management, ERP, Business Management / Administration, Training, Security Management, Business Continuance Management, Product Development, Systems Programming & Admin., Business Analysis and Planning, Release Management, Program Management, Customer Service Hotline, Technical Product Support
Maryland	MHBE	Enterprise Service Provider, Web Based Systems, Software Engineering, Help Desk Services, Application Service Provider, IT QA Consulting Service, Management Consulting Services, Documentation/Technical Writing
Maryland	MDOT- CATS+	Enterprise Service Provider, Web & Internet Systems, Electronic Document Management, Software Engineering, Systems Management & Maintenance, Information System



		Security, Application Service Provider, IT Auditing, Testing & QA Service, IT Management Consulting Services, Documentation/ Technical Writing
Maryland	Judiciary - AOC	DevOps Engineer Resource
Minnesota	County of Hennepin	IT Professional services through the Hennepin County IT Umbrella Program.
Minnesota	Minnesota Judicial Branch	PM, BA, Technical Analysis, BI (Microsoft SQL, SharePoint Application Development, SharePoint Administration and User Support, Web Application Development, .Net Development/C# Development, SSRS Support and Development, QA, Application Architecture and Design Application Configuration and Support, Windows Server Administration, Database Administration (Microsoft SQL), End User Support, Storage Area Network Support and Implementation, Network/Server/Hypervisor Architecture and Design, OBIE Support, Server Build, Virtualization & Administration – Windows/Linux, Network Design & Administration – LAN/WAN/WiFi/Firewalls, Citrix Administration & Support, Exchange Administration & Support – OnPrem & Cloud Based, Workstation Design & Build – Windows/Mac OS, Remote Support – Workstations & Mobile Devices, Mobile Device Management Administration & Support – Microsoft Endpoint Manager/Citrix Storage Platform – Administration & Support, Office 365 Administration & Support, Directory Services Administration & Support – Active Directory/Azure, Telephony Support & Administration – VoIP/Conferencing, Service Desk Support – ServiceNow/Incident Management/Call Center/Knowledge Management, DR Design & Administration, Cyber Security Analysis, Cyber Security Engineering, Cyber Security Architecture, Software QA as a Service, API Testing, Knowledge Content Development, ServiceNow Support, IT Strategic Planning, Road Mapping, Organizational Assessment and Resource Planning, Application Development and Support for Procurement, Contract, and License Management, IT Change Management, Mobile Application Development and Support, SMS/Text Development and Support, PowerBI Development, UI/UX Web Application Design Automated Software Testing Development, Web Application Load Testing, UI Accessibility Testing,



Michigan	Oakland County	Application Administrator and Support Specialist, Audio/Visual Specialist, BA, CA Service Desk Application Architect, Clarity Delivery Consultant, Clarity Project Manager, Clarity Solution Consultant (Technical), Cloud Services Specialist, Data / BI Architect and Developer, Database Administrator GIS Business Analyst, GIS Data Technician, GIS Software Architect and Software Developer, IT Security Specialist, Management Consultant, Mainframe Developer, PM, QA Analyst, Senior Security Architect, Server/Storage Administrator, Service Desk Analyst, Software Architect, Software Developer, Software Instructor, Solution Architect, Technical Writer, Web Developer, Web Platform Administrator, Web Portal Administrator, Web Site Specialist
New York	OGS	Hourly Based Information Technology Services (HBITS)
New York	OGS	Project Based information Technology Services (PBITS)
New York	OSC	Drupal - Development, support, maintenance, QA
New York	County of Westchester	Design, implementation and programming services for / using .NET Developer for Health and Human Services Team and related County projects
New York City	FISA-OPA	Operating Systems, Data Administration, Network Administration, Systems Capacity, Systems Performance Disaster Recovery, Computer Operations, Systems Management, Systems Security, Network Database, Change Management, Project Management, Storage Management, Systems Architecture, Software Product Administration, Problem Management
New York City	MTA - Cyber security	Cyber Security Retainer Services
New York City	MTA - IT Consulting Services	CMDB administration, PeopleSoft Development and Integration, PeopleSoft ELM, HCM, Support and Maintenance, BI Publisher.
New Jersey	NJIB	UI / UX Design, Website Design and Development
North Carolina	DOIT Statewide IT Procurement Office	Project Management, Quality Assurance, Automation Testing
Pennsylvania	The City of Pittsburgh	Training, Training Development and Training Facilitation Services, Performance Improvement Consulting and Facilitation, Project Management Services, Geospatial Technologies/Geospatial Information Systems (GT/GIS) Services, Electronic Document Management Systems (EDMS), Network Services, IT Managed Network Services, IT Cloud Architecture Support, IT Lan/Wan Cable Locating, Survey and Marking, IT Disaster Recovery Services
South Carolina	Beaufort County School District	IT Laborer, AV/IWB Installer, Desktop Technician, Systems Administrator, Systems Engineer, Network Administrator, Network Engineer, Database Administrator, IT Security Engineer, Technical Writer, Business Analyst, Training Specialist, Telecommunications Administrator /Engineer, Web Developer



South Carolina	The School District of Greenville County	Temporary IT Professional Services
Washington	Washington Health Benefit Exchange - IT Professional Services	Business Systems Analyst, Database Administrator, Functional Project Manager, IT Project Manager, System/Infrastructure Architect, Security Analyst
Washington	Washington Health Benefit Exchange	Executive Search and Recruiting Services
Wisconsin	The City of Milwaukee, Department of Administration	IT Project Manager –Program Manager, Project Leader, Systems Analyst, Programmer/Analyst, Programmer, Web Designer, Documentation Specialist, Project Leader –Oracle PeopleSoft Development, Senior Oracle PeopleSoft Analyst/Developer –Financial Suite, Senior Oracle PeopleSoft Analyst /Developer –HRMS/Payroll Suite, Oracle PeopleSoft Trainer –Financial Suite, Oracle PeopleSoft Trainer – HRMS/Payroll Suite, Senior GIS Technician, Junior GIS Technician, Senior GIS Analyst, Junior GIS Analyst, GIS Developer, Database Administrator, Lead Systems Analyst – Networks, Network Specialist, Technical Systems Analyst, SCCM Specialist

Experience Supporting Similar SOW:

The following case studies describe our experience in providing similar SOW to various clients as required by Offices of the Insurance Commissioner (OIC).

Client Name:	Delaware Department of Technology and Information (DTI)
Client Background:	<p>Delaware Department of Technology and Information (DTI) DTI is chartered to</p> <ul style="list-style-type: none"> • Deliver core services to other state organizations. • Exercise governance over the technology direction and investments of the state. <p>DTI provides enterprise services that enable other organizations to effectively fulfill their missions.</p>
Project Scope:	<p>Project Name: Oracle DBA / PL-SQL Consultancy Support</p> <p>Project Description: Delaware Department of Technology and Information (DTI) required an Oracle DBA / PL-SQL Consultancy Support to provide highly effective technical support for DTI’s technical infrastructure, in line with the project and company goals.</p>
Solution Provided:	<p>The objective of the project is to provide a continuous Oracle DBA / PL-SQL Consultancy Support for the assigned assets, meeting the needs of the customers (both DTI and other state agencies) in compliance with DTI policy and procedures, aligned with their business goals.</p> <p>V Group Inc. provided support in mobile website development tasks successfully. Primarily, we understood and captured the parameters, and the project was broken down into several components to ease the process offering quality services.</p> <p>With a methodical approach, we helped the client in enhancing the functionalities and architecture using PL-SQL, Oracle installation, Oracle administration, Oracle Performance tuning/optimization and monitoring</p>



	<p>(operational), data modeling (relational and dimensional), High availability - RAC, Data migration.</p> <p>Moving on, we worked in collaboration with other DTI staff, vendors, and customers and reported the updates to the Systems Engineering Manager – Client Server. V Group’s support assisted in managing the scope as per the project requirement, as we kept on updating ourselves in line with the business requirements and project scope.</p> <p>Served as a liaison between Agency and solution’s contract and helped the client in providing Oracle DBA / PL-SQL support, aligned with their business’ requirements reducing support overhead.</p>
Skills Utilized	Oracle DBA / PL-SQL Management
Industry	Information Technology
Technology	<ul style="list-style-type: none"> • PL-SQL • Oracle • Data Modeling
Key Deliverables	Oracle DBA / PL-SQL Development, Installation and Administration Business Process Analysis

Client Name:	Metropolitan Transportation Authority
Client Background:	<p>The Metropolitan Transportation Authority is a public benefit corporation responsible for public transportation in the U.S. state of New York, serving 12 counties in Downstate New York, along with two counties in southwestern Connecticut under contract to the Connecticut Department of Transportation, carrying over 11 million passengers on an average weekday system wide, and over 850,000 vehicles on its seven toll bridges and two tunnels per weekday. The MTA is the largest public transit authority in the United States.</p>
Project Scope:	<p>Project Name: Oracle Development Consultancy Support</p> <p>Project Description: The Metropolitan Transportation Authority required an Oracle Development Support for enhancing the Security Incident Tracking System (SITS) application to improve the data quality, accuracy, timeliness, security and the querying and incident reporting capabilities of the current system, in line with the project and company goals.</p> <p>Security and workplace incidents must be reported as per several Agency Policy/Instructions. The Security Incident Tracking System (SITS) is used to record and track these incidents. The enhancements are: easy generation of performance metrics for key security indicators, via a wide variety of viewer-friendly graphic reports; potential trend and pattern analysis reports reflecting through improved search capabilities, the current security environment of the Agency; use of mobile devices for entry for real-time more accurate and timely information by the Agency personnel (e.g., Subways, Buses, Staten Island Railway, Security); more efficient input/uploading of information by stakeholder departments (Subways; Buses) to avoid tedious duplication of entry information; adding additional locations to complete the MTA/Agency universe of facility/employee work locations; incorporation of New York Police Department (NYPD) police precinct boundaries for facile cataloguing of the Agency security incidents; enabling access to basic identity data about all MTA employees; and improving incident categories.</p>
Solution Provided:	The objective of the project is to provide a continuous Oracle Development Consultancy Support to configure functional requirements following timekeeping system timelines, aligned with the client’s business goals.



	<p>V Group Inc. provided support in software/application development tasks successfully. Primarily, we understood and captured the parameters, and the project was broken down into several components to ease the process offering quality services.</p> <p>With a methodical approach, we helped the client in Oracle development by working with users to generate business process requirements - both short term and long term in a phased environment. We also worked with project leaders and technical team to develop design documents for enhancing the application functionalities.</p> <p>Moving on, we worked with programmers and support team to review and test new functionality, ensuring that it integrates seemingly with the existing system. We developed project plans and project schedule. We also developed test scripts and performed functional and regressive testing and reviewed system deployment scripts and code, as and when it was needed. V Group's support assisted in managing the scope as per the project requirement, as we kept on updating ourselves in line with the business requirements and project scope. Served as a liaison between Agency and solution's contract and helped the client in providing Oracle development for enhancing application, aligned with their business' requirements reducing support overhead.</p>
Skills Utilized	Oracle Development
Industry	Transport
Technology	<ul style="list-style-type: none"> • Oracle Database • Oracle Form • Oracle Reports • PL/SQL language • SOAP, XML, WSDL
Key Deliverables	Oracle Development, Project Management, Quality Analysis, Business Process Analysis

Client Name:	New York State Department of Transportation (NYDOT)
Client Background:	The New York State Department of Transportation is the department of the New York state government responsible for the development and operation of highways, railroads, mass transit systems, ports, waterways and aviation facilities in the U.S. state of New York.
Project Scope:	<p>Project Name: Oracle Reports Development Support</p> <p>Project Description: The New York State Department of Transportation (NYDOT) required Oracle Reports Development Support expertise for designing, architecting, and guiding the implementation of high-end, scalable, robust applications and solutions using Oracle Forms and Reports.</p>
Solution Provided:	<p>The objective of the project included Oracle Reports Development Support for providing architectural direction on all assigned projects for a high-profile Online Transaction Processing (OLTP) production application.</p> <p>To enhance the website aligned with the business requirements, the above Project was divided into several phases with a streamlined approach. At the start, we gave the much-needed assistance in designing, coding, testing, debugging, and tuning Oracle 10g Forms and Reports programs for an OLTP production application.</p>



	<p>With a strategic approach, we provided help in writing Web Services. Also, acted as a mentor in developing the skills and expertise of other IT developers on the team by performing code reviews and suggesting changes, as per the Program and Agency needs. We also made sure that the system architecture integrates well with the hardware, software, data, and procedural system components to satisfy system and business requirements.</p> <p>V Group Inc. successfully supported the department in this task by reviewing all the project updates and requirements. Provided overall technical vision of various internal and customer facing software applications. Worked with key stakeholders to understand the business requirements for new/redesigned systems. Articulated and communicated the architecture and key design patterns within the program areas and IT. We also defined the migration and implementation strategy.</p> <p>V Group served as a liaison between Agency and solution's contract to help the client in designing, architecting, and guiding the implementation of high-end, scalable, robust Online Transaction Processing (OLTP) production application, in alignment with the business goals.</p>
Skills Utilized	Oracle Report Development
Industry	Transport
Technology	<ul style="list-style-type: none"> • Oracle Forms and Reports v9, v10 • Oracle 8i/9i/10g • SOUPUI, RoboHelp • PL/SQL and SQL*Plus • UNIX, NT, PC • XML, SOAP
Key Deliverables	Oracle Report Development, Implementation and Management Project Management



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.

(Name, Title) Vineeta Wadhvani, Bid Manager
 (Printed Name and Title) Vineeta Wadhvani, Bid Manager
 (Address) 379 Princeton-Hightstown Rd Building 3, Suite 2A Cranbury, NJ 08512
 (Phone Number) / (Fax Number) 609-371-5400 X 319
 (email address) bids@vgroupinc.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 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.

V Group Inc.
 (Company)
Vineeta
 (Authorized Signature) (Representative Name, Title)
Vineeta Wadhvani, Bid Manager
 (Printed Name and Title of Authorized Representative) (Date)
609-371-5400 X 319
 (Phone Number) (Fax Number)
bids@vgroupinc.com
 (Email Address)



Addendum Acknowledgement Form

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ 0704 INS220000004

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.

V Group Inc

Company

Vinceta

Authorized Signature

05/04/2022

Date

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



Proposed Resource

HEMANTH KUMAR PODHALAKUR DAMODHARAN

CERTIFICATIONS:

- Oracle certified professional in Oracle 12c.
- AWS Certified Solutions Architect – Associate

PROFESSIONAL SUMMARY:

- Over 13+ years of experience as an Oracle Database Administrator having hands on experience in database administration, production support, installation, configuration, upgrades, patches, performance tuning, backup and recovery, space management, database security, cloning, migration, High availability solutions, Disaster recovery solutions, shell scripting and documentation.
- Extensive knowledge on database administration for Oracle 10g & 11g, 12c and 19c with experience within very large-scale database environment and mission critical large OLTP and OLAP systems.
- Experience in upgrading/Migrating DB's from Legacy versions to new versions which includes from Oracle 10 to 11g, Oracle 11g to Oracle 12c and Oracle 12c to Oracle 19c.
- Supported 100+ mission critical databases on Linux.
- Excellent experience in installation, setup, and configuration of Oracle 10g, 11g, 12c and 19c in UNIX/Linux Environment.
- Experience in Golden gate installation, configuration, migration and monitoring as Primary DBA.
- Expertise in upgrading the databases from Oracle 10g to Oracle 11g and from 11g to 12c and from 12c to 19c
- Worked Closely with Oracle Platinum Support and Oracle Advance Customer Support Teams in maintaining the environment.
- 24*7 production database support with Support to developers & end-users.
- Installed Oracle 12c ASM & 12c RAC software with ASM.
- Experienced in Installation of high availability RAC environment and upgraded standalone databases to 11g and 12c RAC environment.
- Migrated production/development databases with minimal downtime using Oracle Golden gate
- Expertise in Configuring, maintenance of Data guard in RAC environment and standalone environments.
- Managed very large database (VLDB) of maximum size 25TB
- Managed and provided support for 15 production databases.
- Created development, testing, staging, production, RAC and standby databases for OLTP, DSS and Data Warehousing using customized shell scripts and stepwise.
- Having hands on experience in Hot/Cold Backup, Recovery and Cloning of databases using RMAN with VERITAS Net Backup.
- Implemented RMAN backup (Full, incremental, and cumulative) and recovery, incomplete recovery and disaster recovery using Standby database or Data Guard.
- Implemented automated backup strategy using the UNIX shell script CRON UTILITY.
- Involved in Monitoring, Optimizing Oracle database for Performance Tuning & system/modules for Application Tuning using tools like AWR, ADDM, ASH, STATSPACK, TKPROF, EXPLAIN PLAN and SQLT.
- Good with concepts of Database Links, Materialized views, Flashback Technology, Partitioning Tables to improve Performance and Manageability.
- Hands on experience in Data Archiving
- Data loading using SQL*LOADER, Logical backups using full export and DATAPUMP.
- Experienced in using **Oracle's Transportable Table space (TTS) feature allows users to quickly move a user table space across Oracle databases.**



- Good experience in applying Patches (Patching), Critical Patch Update (CPU)/Patch Set Update (PSU) and One-off Patches using OPatch and run installer, also involved in Upgrading and Migration of an Oracle server to higher version available.
- Effective troubleshooting of database and Performance problems.
- Good experience in Data Migration using export/import.
- Prepared DBA work plans, Documented Client site’s “Site specific work procedures”, Change Management and control, Best Practices and did Capacity planning for clients.
- Management of Objects, Schemas, Partitioning the tables and Indexes.
- Extensive knowledge of Oracle Architecture, SGA, PGA, LISTENER, TNSNames, V\$ and DBA views.
- Hands on experience in OEM installation and configuration
- Expertise in using OEM, SQL Developer, and third-party tools like TOAD.
- Knowledge on Oracle Support Process for Technical requests using Metalink and other support procedures.
- Excellent interpersonal and strong analytical skills, Documentation & Problem-solving skills with customer service-oriented attitude. A very good team player, self-motivated, dedicated in any work environment.
- Good experience in migrating on Prem-databases to AWS cloud and configured standby databases in AWS cloud for disaster solutions.
- Experience in supporting MS SQL server 2014/2016 databases and supporting systems.

TECHNICAL SKILLS:

RDBMS	Oracle 19c, 12c,11g/10g/, Oracle 12c (RAC, Data Guard & Streams), SQL Server 2014/16, PostgreSQL, MySQL, Exadata
Operating Systems	Red Hat Linux RHEL 2.1, 3.x, 4.x, 5.x,6.x,7.x and Windows NT/2000/2003/XP.
Languages	SQL, PL/SQL, MYSQL, UNIX Shell Scripting, Ksh, bash and Perl Scripting.
Software’s, Applications & Tools	DBCA, DBUA, Oracle Data Guard, OEM (GC), RMAN, ASM, Cluster ware, VCS, SQL*PLUS, SQL*LOADER, EXP, IMP, Data Pump (expdp, impdp), TOAD, ERwin, TOAD Data Modeler, VERITAS Net Backup, DBArtisan, SAN, SQL TRACE, EXPLAIN PLAN, TKPROF, STATSPACK, AWR, ADDM and Ansible.
Web Tools	TCP/IP, FTP, SFTP, SCP, EMC Storage, Metalink,

PROFESSIONAL EXPERIENCE:

Wolters Kluwer, Huston, TX, USA
Sr Tech Lead

02/2019 - 04/2022

Contribution:

- Migrating and upgraded databases from 12c to 19c standalone and RAC database
- Migrated the Goldengate from 11g to 12c and 12c to 19c with minimal downtime for standalone and RAC databases
- Migrated the database from one server to another server using RMAN duplicate and data guard method
- Installation, configuration, patching and upgrades of Oracle RAC and Standalone.
- Implementing Change controls in production environment
- Worked on upgrading databases from 12.c to 19c on RAC systems.
- Upgrade/Migration of Databases from Oracle 11g to 12C and 12c to 19c
- OEM Grid control to monitor all databases using OEM 13C.
- Planned and implemented high availability solutions using Oracle 11g,12c and 19C RAC, Standby Database using Oracle Data Guard



- Created and maintained RAC databases on Oracle Linux 7.2 and configured standby databases for disaster recovery solutions.
- Worked on Active Standby Database and snapshot standby database.
- Installed and configured **OEM 13c** Enterprise Management system to monitor 12c production databases and deployed mass agents on **Linux** platforms.
- Experience in oracle Golden Gate installation, configuration, troubleshooting Golden Gate issues.
- Perform DB quarterly CPU patching, Cloning, DB Installation, troubleshoot issues/errors/incidents, Collaborate with Oracle support for bugs & issues resolutions and personal research.
- Database refresh, schema refresh, database creation, implement table partitioning
- Worked on resolving performance related issues with **AWR, ASH, ADDM, SQLT** reports and analyzing with Explain Plan and tracing the SQL's.
- Co-ordinate with application team and developers in resolving issues and prepare deployment plans
- Configured and tested backup and recovery using RMAN
- Cloning of production database to the test environment using Recovery Manager (RMAN).
- Provide support on production server to the clients after the live upgrade until the transition.
- Worked and configured Golden gate Integrated Downstream Capture and Coordinated components for Active-Active, Active-Passive and Multi-Tier Architecture.
- Developed scripts for gather stats, monitoring Tablespace sizes, alert log files, Tablespace growth and implemented **Crontab** job to alert if the tablespace size exceeds above 80%.
- Responsible for taking backup of schemas, tables and table spaces using Oracle 11g Data pump.
- Worked on Compliance Project in resolving the compliance issues in stipulated deadlines to meet the Banking standards.
- Database security using TDE (Tablespace Level and Column Level Encryption)
- Hands on experience in working on Data Vault,
- Effectively managed day-to-day tasks / activities in coordination with a team of developers to effectively meet the deliverable and schedule of a data solution component within a larger application project.
- Manage production support to deliver full-time support (24x7) in an environment where uptime is critical.

Environment: Oracle 19c,12c,11g,12c RAC, OEM, Red Hat Enterprise Linux 5,6 ,7, ASM, RMAN, Golden gate, FTP, putty, Data Guard, OEM11g/12C/13c, TOAD, PL/SQL, SQL*Loader, UNIX Shell Scripting, Ksh, bash and Perl Scripting.

Bank of New York Mellon Technology, Chennai, India

02/2008- 12/2018

Sr Oracle DBA

Contribution:

- Migrated 8 TB production database from 11.2.0.3 version to 12.1.0.2 version.
- Worked on providing disaster solutions by configuring standby databases with Oracle Data guard.
- Migrated and upgraded mission critical database (**10TB**) to 11g to 12c on **Solaris and Linux systems** with minimum downtime.
- Installed RAC Oracle DB with multiple nodes and build the Data guard on secondary DB end.
- Worked on Configuring **2 Node RAC** and Supported critical application on this RAC database.
- Configured **2 node** RAC Active Data guard environment for disaster recovery of Production database.
- Upgrading the database from Oracle 10g to 11g/12c and migration of the databases using transportable database, RMAN, export/import, data pump utilities
- Worked on implementing Data guard role transitions like switch over operations and provided POC for failover operations and used DGMGRL utility for these role transition operations.
- Configured snapshot standby database from physical standby database for application testing before implementing major changes on production database.
- Configured 2 node Standby databases for 12c production database and configured it as snapshot standby database so that we can test production load and performance using RAT (Real application testing).



- Converted Physical standby database to snapshot database so that we can capture 11g Production database and replay it **on snapshot standby database** using RAT for performance testing and tuning before cutting over to 12c Database.
- Worked on recovering standby database using SCN incremental backups from Production primary database.
- Restored and recovered a dropped table using new RMAN features in Oracle 12c.
- Worked on applying latest PSU patches and applied required CPU and one-off patches on both Linux
- Worked on patching RAC databases in rolling fashion to maintain high availability.
- Responsible for taking backup of schemas, tables and table spaces using Oracle 11g Data pump.
- Developed scripts for monitoring Tablespace sizes, alert log files, Tablespace growth and implemented **Crontab** job to alert if the tablespace size exceeds above 80%.
- Supported mission critical databases and extensively involved in resolving the performance issues.
- Worked on configuring and setting up notifications for database alerts and incidents from OEM 12c.
- Worked on implementing standard **RMAN** backup policies and successfully was able to restore huge database when required.
- Oracle Database restore and duplicate database using RMAN
- **Used cross platform transportable table space (TTS) to transport tablespaces across platforms.**
- Designing, implementing, and supporting backup and recovery solutions using RMAN, Data Guard and flashback database technologies.
- Partitioned large tables using DBMS_REDEFINITION technique, so that the applications never had downtime.
- Schemas refresh using Export/Import Pump, Creating the database table spaces, tables, indexes, setting privileges and user logins.
- Data Refresh in Test and Integration Databases using Transportable Table spaces.
- Responsible for moving files to remote serves with secure SCP/FTP techniques.
- Responsible for setting and managing user accounts and granting required privileges to users.
- Played a key role in release management and change management for many production deployments.
- Worked on resolving performance related issues with **AWR, ASH, ADDM, SQLT** reports and analyzing with Explain Plan and tracing the SQL's.
- Database security using TDE (Tablespace Level and Column Level Encryption)
- Assist with database administration activities as requested, responding, and fixing all database issues
- Periodically performed the REORG for log segments for reclaim the space from tablespace and file system level
- Maintained a 99.99% uptime for all databases by using DBA best practices and proactive monitoring
- Management of **schemas, objects partitioning the tables & indexes.**
- Creating & Managing Database Structures, Storage Allocations, Table/Index segments, Rollback segments, Constraints, and database access.
- Assist in sizing database objects for effective space management and optimal performance
- Worked on refreshing production databases on sandbox for application testing.
- Played a major role in **release management** and **change management** for **Production** Deployments.
- Responsible in handling some critical and generic errors like **ORA-600, ORA-7445** by creating SRs with oracle Tech support.
- Provided on call support 24x7 and provided support on weekends.
- Resolved TAR issues 24x7 while assisting the functional team and oracle support (Metalink)
- Provide database technical expertise and direction for development team members and external contacts
- Following the problem management, change management and service management processes
- Supported MS SQL server 2014/2016 databases

Environment: Red Hat Linux 5.4, Oracle 10g/11g/12c, TOAD 11.0, SQL tuning optimizer, Oracle Enterprise Manager (GC), RMAN, RAC, Data Guard, ASM, SCP/SFTP, Shareplex, TKPROF, Explain plan, AWR, ADDM, ASH, SQL Developer, SQL* Plus, PL/SQL, SQL* Loader, SQL Server 2005,



Oracle DBA.

Contribution:

- Involved in installation of **Oracle 10g & 11g database on Linux platform**
- Maintained a 99.99% uptime for all databases by using DBA best practices and proactive monitoring.
- Designing, implementing, and supporting backup and recovery solutions using RMAN, Data Guard and flashback database technologies.
- Used **OPatch** Utility to install one-off patches to fix specific bugs on Oracle Database.
- Schemas refresh using Export/Import Pump, Creating the database table spaces, tables, indexes, setting privileges and user logins.
- Partitioned large tables using DBMS_REDEFINITION technique, so that the applications never had downtime.
- Responsible for setting and managing user accounts and granting required privileges to users.
- Experienced in documentation, provided documentation for database design, analysis, modifications, creating schemas etc.

EDUCATION:

- Bachelor of Engineering in Mechanical Bharathiyar University, Tamil Nadu, India (2001-2004)
- Diploma (Mech) Department of Technical Education, Tamil Nade, India (1999-2001).



Designated Contract Manager

**REQUEST FOR QUOTATION
Database Administrator**

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: Ankin Shah
Telephone Number: 609-371-5400 X 115
Fax Number: 877-874-8942
Email Address: bids@vgroupinc.com



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.

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: V Group Inc.

Name of Associate: _____

Signature: *Vinceta*

Signature: _____

Title: Bid Manager

Title: _____

Date: 05/04/2022

Date: _____

Form - WVBA-012004
Amended 06.26.2013

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



Minority-Owned Business Certificate

THIS CERTIFIES THAT

V Group, Inc.



* Nationally certified by the: **NEW YORK & NEW JERSEY MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 541511; 541512; 541519; 541611; 541612; 561311; 561320; 561330

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

08/23/2021

Issued Date

NY04630

Certificate Number

Jose Turkinics

NMSDC Board Chair

Terrence Clark, President & CEO

08/23/2022

Expiration Date

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®