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.

Solicitation Response(SR) | Dept: 0210 | ID: ESR12181700000002724 | Ver.: 1 | Function: New | Phase: Final | ▼ | Modified by batch , 12/19/2017

Header 📎 1

List View

| **General Information** | Contact | Default Values | Discount | Document Information |

Procurement Folder: 367013

Procurement Type: Central Master Agreement

Vendor ID: VC0000039959 ⬆

Legal Name: DATALYSYS LLC

Alias/DBA:

Total Bid: $990,080.00

Response Date: 12/18/2017

Response Time: 22:57

SO Doc Code: CRFQ

SO Dept: 0210

SO Doc ID: ISC1800000005

Published Date: 12/12/17

Close Date: 12/19/17

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum #3 Senior Applications Developer - PEIA (OT18003)

Total of Header Attachments: 1

Total of All Attachments: 1

Proc Folder : 367013

Solicitation Description : Addendum #3 Senior Applications Developer - PEIA (OT18003)

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-12-19 13:30:00	SR 0210 ESR12181700000002724	1

VENDOR

VC0000039959

DATALYSYS LLC

Solicitation Number: CRFQ   0210   ISC1800000005

Total Bid : $990,080.00   **Response Date:**   2017-12-18   **Response Time:**   22:57:25

Comments:

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale

(304) 558-8801
stephanie.l.gale@wv.gov

Signature on File	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	Contract Service #1: Senior Applications Developer	2080.00000	HOUR	$119.000000	$247,520.00

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description : 5.1.1 Contract Services #1 - Senior Applications Developer: The Vendor must provide a Senior Applications Developer contract to support the following Public Employees Insurance Agency (PEIA) applications for a minimum of 1 year from the date of award. The contractor must perform all work on site at the West Virginia Office of Technology.

Comments: Candidate is Anandan Sonaimuthu

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Optional Renewal Year 2 Cont. Svc #1: Sr. Application Dev	2080.00000	HOUR	$119.000000	$247,520.00

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description : 5.1.1 Contract Services #1 - Senior Applications Developer: The Vendor must provide a Senior Applications Developer contract to support the following Public Employees Insurance Agency (PEIA) applications for a minimum of 1 year from the date of award. The contractor must perform all work on site at the West Virginia Office of Technology.

Comments: Candidate is Anandan Sonaimuthu

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Optional Renewal Year 3 Cont. Svc #1: Sr. Application Dev	2080.00000	HOUR	$119.000000	$247,520.00

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description : 5.1.1 Contract Services #1 - Senior Applications Developer: The Vendor must provide a Senior Applications Developer contract to support the following Public Employees Insurance Agency (PEIA) applications for a minimum of 1 year from the date of award. The contractor must perform all work on site at the West Virginia Office of Technology.

Comments: Candidate is Anandan Sonaimuthu

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Optional Renewal Year 4 Cont. Svc #1: Sr. Application Dev	2080.00000	HOUR	$119.000000	$247,520.00

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description : 5.1.1 Contract Services #1 - Senior Applications Developer: The Vendor must provide a Senior Applications Developer contract to support the following Public Employees Insurance Agency (PEIA) applications for a minimum of 1 year from the date of award. The contractor must perform all work on site at the West Virginia Office of Technology.

Comments: Candidate is Anandan Sonaimuthu

Request for Quotation Senior Applications
Developer RFQ Number: CRFQ 0210
ISC1800000005

Submitted By:

West Virginia Purchasing Division
Minority Business

DATALYSYS

6063 Frantz Rd, Suite 206, Dublin, Ohio – 43017

Phone: 614-495-0260, Fax: 614-467-2777

Next Generation Data Solutions for
Government & Healthcare Sectors.

Contents

Signed Cover Letter

December 18, 2017

Subject: Response to CRFQ 0210 ISC1800000005

Department of Administration, Purchasing Division
Attn: Bid Clerk
2019 Washington Street East
Charleston, WV 25305

Dear Purchasing Division,

Datalysys, LLC is an Ohio based S-Corporation company located in Dublin, Ohio. Our vendor number is # VC0000039959 and our MBE is valid until 6/3/2018.

Parties preparing this RFQ are following: Raj Katarapu, Vice President, April M. Harris, Client Partner and Andrew P. Begg, Business Development Associate.

I confirm that Datalysys, LLC is a minority owned company. I also confirm that our company and candidate has no known conflict of interest related to this RFQ.

Quote is valid for 31 days.

Submitted by:

April M. Harris
Client Partner

6063 Frantz Rd.
Suite 206
Dublin, OH 43017
614-495-0260 Office / 614-467-2777 Fax
april@datalysys.com

MBE Certification

wvOASIS Procurement

Datalysys, LLC
#VC0000033595

Existing Business Types

Business Type ID	Business Type	SWAM Type	Certification No	Certification Start Date	Certification End Date
MNRT	Minority-Owned Business			06/03/2016	06/03/2018

Capability Statement

DATALYSYS

CAPABILITY STATEMENT

GENERAL INFORMATION

6063 Frantz Rd.
Suite 206
Dublin, Ohio 43017
614-495-0260 Office
614-467-2777 Fax
www.datalysys.com
admin@datalysys.com

FEIN Number: 26-1362353
DUNS Number: 030511397
CAGE Code: 7CES3
OHIO STS# 534499
OHIO MBE# 221092
WV MBE -VC00000033595
Year Established: 2007
2016 Revenue: $3.7M

Insight MBE Partner

Insight

STS # 534242

CORE COMPENTENCIES

DATALYSYS is a technology products & solutions consulting firm with over 20 years combined experience. Our offerings include IT Resourcing, Hardware & Software Re-selling and Cloud based solutions across various technologies. We are a premier local company partnering with top companies and specialized in providing next generation Analytics & IoT solutions. We leverage our industry expertise to provide an assessment/give product demos/work as partner in project realization to help you reap benefits out of a successful implementation. Our core IT competencies include:

- Software Licensing
- Hardware Resales
- Installation Services
- Product Demos

- Data Analytics
- Data Warehousing
- Data Integration
- Data Cloud Enablement

- Sensor Data Integrations
- IOT# Applications
- Cloud Applications
- Smart City Solutions

WHY DATALYSYS?

✓ Woman and minority owned business with over 20 years of experience.

✓ Methodology built on the collective expertise of leaders in that field.

✓ World-class practitioners with a perfect blend of business acumen and technical expertise.

✓ Our analytics & IoT solutions bring together capabilities such as real- time data, embedded analytic logic and the flexibility of cloud to help realize next generation customer solutions.

✓ Our in-depth experience & long standing partner relationships bring you the best possible products or solutions for your unique requirements.

PARTNERS/CUSTOMERS

- Insight Public Sector
- The Computer Workshop
- The Judge Group
- Liebert/Vertiv
- Microsoft Cloud – CSP

- HPE Re-Seller
- Dell/EMC
- Lenovo
- Ohio Bureau of Workers' Compensation
- Ohio Dept. of Public Safety

- Ohio Dept. of Medicaid
- Ohio Dept. of Natural Resources
- Ohio Dept. of Rehab & Corrections
- Ohio Lottery Commission
- Ohio Dept. of Transportation

LEADERSHIP

Mayuri Sriram, President | April M. Harris, Client Partner | Raj Katarapu, Vice

President Please send all quote requests to sales@datalysys.com

PRODUCTS

Our strong partnership with **Insight Public Sector** allows us to sell all the technology brands listed below. New products can be added within 5 business days. We have partnerships with top-tier technology manufacturers. And our long-standing relationships mean advantageous pricing and advice to our customers.

Link to our STS Price List: **https://procure.ohio.gov/PriceList/534242%20pricelist.pdf**

3M	Emerson	LG Electronics USA	Polycom
Acer	Epson America	Liebert/Emerson Network Power	Quantum
Acronis	Ergotron	Linksys	SIIG
AMD	ESET Software	Logitech	Startech.com
Aruba Networks	Fortinet	Mindjet	Targus
ASUS	Fujitsu America LTD	Mitel Networks	TechSmith
Avaya	Global Knowledge	MobileIron	TP-Link
Barracuda	Hitachi Data Systems	NEC Display Solutions	TriCentric
Belkin	Honeywell	NETGEAR	ViewSonic
Black Box	Imation	Novell	WatchGuard Technologies
Brocade	InFocus	Nuance	Websense
Brother International	Jabra	Okidata	WD
C2G	Kaspersky Lab	OtterBox	Xerox Corp.
Canon USA	Kensington	Planar Systems	Zebra Technologies
Corel Corp.	Kodak Alaris	Plantronics	
D-Link Systems	LANDESK	PNY Technologies	

Overview

Assertion

Datalysys, LLC has read, understands and agrees to the General Terms and Conditions, Specifications, and Instructions for Venders Submitting Bids. Datalysys, LLC also agrees to the Purchasing Affidavit, attached as part of this RFQ.

Company Overview

Datalysys, LLC is an Ohio and West Virginia MBE consulting firm based in central Ohio focused on co-innovating domain intensive technology solutions. Specifically, we are IT experts with specialties in staffing, data, applications, and analytics. In response to the state's Request for Qualifications, Datalysys, LLC plans to provide a Senior Applications Developer to the Department of Administration via our candidate **Mr. Sonaimuthu**.

Relevant Experience

Our candidate's experience is based from working similar roles for other large and complex technology projects. As requested in this RFQ, he has experience working in the Healthcare and Insurance industries. Through his multiple jobs, recently ranging from Senior Systems Analyst to Senior Developer, Mr. Sonaimuthu has experience working in diverse technological environments while juggling multiple responsibilities in multiple industries—making him an adaptable candidate capable of quickly adjusting to working for the State as a Senior Applications Developer. Moreover, our candidate's relevant skill level speaks for itself, as he has a wide range of technical expertise.

Relevant Skill Level

Our candidate's competency exceeds the scope of this RFQ and comes from his education and work experience in a variety of positions related to development. As requested in this RFQ, our candidate has worked extensively with COBOL and has worked in environments with SAS, CICS, and SQL—these technical skills just scratching the surface of Mr. Sonaimuthu's expertise.

Anandan Sonaimuthu

PROFESSIONAL SUMMARY

- Over **13 years** of experience as a **Mainframe programmer** in Development, Maintenance, Enhancement, Migration, testing and Production support experience. This includes **1+ years** of work experience **in Hadoop Big Data** skills.
- Excellent experience in software design, development, testing and implementation using Mainframe technologies.
- Good experience in bug tracking and bug fixing. Provides business solutions and bug closure.
- Proficient in preparing SIT and UAT test plan preparation and its execution.
- Worked in End to End Mainframe application development and implementation.
- Excellent understanding and knowledge in financial domain like retail and investment Banking, Credit cards, payment systems. Wealth management, advisory and brokerage.
- Very extensive experience in **agile Development methodology**.
- Good understanding and experience in SDLC.
- Good communication and interpersonal skills. Ability to learn faster, positive attitude, ability to work as good team player.
- Good experience in distributed web based technology experience handling web technologies C# .Net, XML, SOAP, XSLT, XSD and managing the configuration between mainframe and distributed technologies.
- Exposure in working Data warehouse integration tool Informatica 9.1.0 power center.

TECHNICAL EXPERIENCE

Operating Systems	: MVS OS/390, Z/OS, TSO/ISPF, DOS
Languages	: COBOL II, JCL, FOCUS, FOCEXEC, SYNCSORT, C#, XML, XSD, XSLT
Databases	: DB2, SPUFI, QMF, IMS DB, IMS/DC, IDMS UML, DB2 Stored Procedure, IBM Utilities, IBM Debug Tool
OLTP	: CICS, MQ Series
File systems	: VSAM, Flat Files, GDG's
Mainframe Tools	: FILE-AID, FILE MANAGER, SDF, NDM, CONNECT DIRECT, BMC catalog manager, SAR, IBM Utilities, Platinum
Scheduling Tools	: OPC, CA-7, TWS
Version Control Tool	: ENDEVOR, CHANGEMAN, Librarian
Debugging Tools	: IBM Debugger, Expeditor
Distributed Web Skills	: C# 4.0, XML, XSLT, TFS, SOAP, MLIF, Visual Studio 2005, Visual Studio 2008
ETL Tools	: ETL Informatica 9.1.0, SQL Server, Oracle 10g, Unix
Hadoop Big Data	: Hive, Pig, Mapreduce, HDFS, HBASE, NoSQL, sqoop, Oozie

PROFESSIONAL EXPERIENCE

Company: Cognizant Technology Solutions US Corp   September 2014 – Present
Client: Alaska Airlines, Inc
Project: Revenue Accounting System
Role: Senior System Analyst

Alaska Airlines is a leading into aviation business in America regions. Alaska Air Group caters airways services to 60 domestic cities and 3 International destinations. There are around 17 million customers been served on a yearly basis who uses the Alaska operating carriers. Alaska technology provides support to its aviation business with different Mainframe applications likely RA (Revenue Accounting), SR (Sales Reporting), RF (Refunds). The Revenue Account systems process the daily Ticket sales transaction files received from SABRE systems. The batch process load/update its ticket, sales and associated databases with the sales information. There are closely 2500 different reports been generated as part of the batch process for business users and stake holders. The SR is a sales report which report the sales to the business partners. The RF is refunds systems were the settlement been done when there are refunds for the tickets.

Responsibilities:

- Design and code a new COBOL-IMS DB programs using agile methodology.
- Design and code reports using FOCUS and FOCEXEC programs.
- Develop a new IMS DC screen using the MFS macros.
- Preparing technical specification documents from functional specification documents.
- 24/7 production support activity on rotation bases.
- Coding the new IMS DC online program which will have the functionality of Inquiry/Add/Update.
- Code and unit test online and batch programs using COBOL-IMS/DC
- Preparing the SIT/UAT test cases, execute and prepare the test results and evidence documents, get the sign-off from business users.
- Post implementation business validation and verification of the results and providing support.
- Loading the daily sales data to Hive Database using the Hive QL and Pig scripts.
- Documentation.

Environment: MVS, Z/OS, TSO, COBOL, IMS DB/DC, VSAM, JCL, File Manager, FOCUS, FOCEXEC, Librarian, FMIMS, TWS, TOAD, Putty, VISIO, Oracle, sync sort, Hadoop, HDFS, Hive, Pig, Oozie, Sqoop.

Company: UST Global   February 2013 – September 2014
Client: WellPoint Healthcare Inc
Project: Provider – Star Broker
Role: Senior Developer

WellPoint is a leading health care provider company in America regions. WellPoint serves the health insurance policies for individuals and groups. UST-Global is a leading vendor to develop, maintain and support the health insurance applications of WellPoint global systems. UST works in WellPoint broker application, in which the broker commission will be calculated based on the number of subscribers has in its groups. The broker commission is calculated at the end of every month and the broker tiering is rated every quarterly bases on the number of sub counts the groups holds. The new online system has been developed in order to calculate the broker commission and the appropriate reports will be generated at the end of every month/quarter/end of the year.

Responsibilities:

- Develop a new IMS DC screen using the MFS macros.
- Preparing technical specification documents from functional specification documents.
- Coding the new IMS DC online program which will have the functionality of Inquiry/Add/Update.
- Code and unit test online and batch programs using COBOL-DB2-IMS/DC in agile methodology.
- Preparing the SIT/UAT test cases, execute and prepare the test results and evidence documents, get the sign-off from business users.
- Post implementation business validation and verification of the results and providing support.

- Good experience in writing DB2 stored procedure.
- Worked on the full life cycle of the SDLC process and end to end application knowledge.
- Good working knowledge with documaker to documerge in MVS and oracle environment.
- Documentation.

Environment: MVS, Z/OS, COBOL, IMS DB/DC, VSAM, JCL, DB2, File-Aid, Changeman, Informatica 9.1.0, Unix, SQL Server, Oracle 10g, VDR, VFR, AQT, SAS, Documaker Enterprise Edition, Scripting in Studio

Company: Bank Of America - Merrill Lynch   **December 2009 – July 2012**
Project: AOS – Account Opening Services
Role: Senior Developer

Merrill Lynch is a global financial advisory and wealth management company. ML needed to migrate and upgrade their existing brokerage Account opening services to increase their revenue by reducing the operating cost and to streamlining the process into distributed environment. ML works on the migration, development, maintenance and upgradation of account opening services. The major objective of this project is to migrate the existing Account opening services into a distributed environment, to maintain the client data services and enhance the ATM cards process for ML and Bank of America transition and integration of various other subsystems.

Responsibilities:

- Analysis of the existing card processing system and preparing the impact analysis document for the current system.
- Preparing LLD and SRS for new projects.
- Preparing a new SAD design documents for both batch process and for online programs.
- Coding a brand new COBOL-DB2 batch programs, COBOL-DB2-CICS-IMS DB online programs for ATM enhancement project using agile development methodology.
- Coding and testing a C# .NET DSP (Data Service Provider) to facilitate the data transfer between Mainframe and UI (user Interface) through a SOLA web services.
- Preparing a unit test plans.
- System testing, UAT, implementation & support. Worked on the full life cycle of the SDLC.
- Leading the offshore team and point of contact for onshore client.
- Documentation.

Environment: MVS, Z/OS, COBOL, CICS, VSAM, JCL, DB2, IMS DB, MQ Series, Basic C# .NET, XML, MLIF, SOLA Web Services, File-Aid, CA-Endevor, NDM, OPC Scheduler, DRJ Utility, S2K, Visual Studio 2005 & 2008, Informatica Power Center 8.6.1, SAS

Company: Bank Of America - Merrill Lynch   **December 2007 - December 2009**
Project: DQ - (Document Tracking System)
Role: Senior Developer

Merrill Lynch is a global financial advisory and wealth management company. ML needed to migrate and upgrade their document processing system to increase revenue by reducing the cost and to streamlining the process. ML works on the migration, development, maintenance and upgradation of account document processing system. The major objective of this project is to migrate from file systems to DB2 system to streamline and enhance the existing document processing functionality.

Responsibilities:

- Analysis of the existing document processing system and preparing the understanding document of the current system.
- Preparing a new SAD design documents for both batch process and for online programs.
- Coding a brand new COBOL-DB2 batch programs, COBOL-DB2-CICS online programs to migrate file system to DB2 using agile development methodology.
- Preparing a unit test plans.
- System testing, UAT, implementation & support. Worked on the full life cycle of the SDLC.
- Leading the team and providing support to the team members.
- Rewrite existing batch IMS DB programs to DB2 program.
- Writing a onetime conversion programs from file to DB2 migration.
- Decommissioning the existing VSAM processes which are obsolete.
- Migrate and streamline the letter generation process from file to DB2 which are send to the customers.
- Documentation.

Environment: MVS, Z/OS, COBOL, CICS, VSAM, JCL, DB2, IMS DB, IDMS, File-Aid, CA-Endevor, NDM, S2K, OPC Scheduler, DRJ Utility, Documaker. Scripting in studio

Company: EDS – Electronic Data Systems   **August 2006 – December 2007**
Client: Commonwealth Bank of Australia
Project: CBA-ACU (Agile Cards Utility) – BASE 2000
Role: Senior Developer

CBA (Commonwealth Bank of Australia) cards needed to upgrade their existing card processing systems to increase revenues. CBA Cards selected the ACU (Agile Cards Utility) package due to its high functional content. EDS (India), EDS (US), EDS (Australia) team works on the ACU development, testing and implementation of Agile Cards Utility. The objective of this project is to replace and enhance many existing CBA cards application with a single integrated system into ACU. The ACU includes different modules like BASE-2000, Authorization, EPS and Networks etc.

The complete project in phases as below:

Phase I – Batch region Setup

Phase II – Online region Setup

Responsibilities:

- Creating New JCL's, Proc's, Sysin's for ST, SIT, UAT, PROD region batch cycles for EPS & Network application.
- Defining New CICS resources like PPT, PCT, FCT, RCT, DCT entries for online region for EPS & Network application.
- Adding the Jobs, Procs, Sysin Cards into an Endevor test regions.
- CBA Model Office batch cycle testing and abend fixing as per the client requirement.
- CBA-ACU batch test region scheduling.
- Preparing abend log document.
- Providing abend fix resolutions to production support team.
- Documentation.

Environment: MVS, Z/OS, CICS, VSAM, JCL, DB2. File Manager, CA-Endevor, CA-7, JEM Utility.

Company: I-Flex Solutions Ltd   **June 2005 - July 2006**
Client: CITI Bank, Delaware
Project: LockBox Configuration
Role: Developer

Lockbox is a collection process which has been taken care by CITI Bank. CITI Bank wants to include more customers in the lockbox system with their existing to increase revenues. I-flex works on the enhancement and up gradation of lockbox management system through which they receive some around 60 thousand mails everyday.

This project is an enhancement project initiated by CITI Bank. Citibank want to process the stub and checks received from their customers through mail. The main objective of this project is to prepare an output file from the TMS system which is an input for the mainframe system. This output file will be FTP to mainframe and processed by the mainframe program. To generate a report and a transmission file according to the Citibank customer requirement.

Responsibilities:

- Preparing the BRD according to the client requirement.
- Preparing an output file after configuring a box.
- Coding batch COBOL programs.
- Report Designing and coding as per client interaction and requirement.
- Preparing the test data for unit testing.
- Design report model and transmission file to customer.
- Unit testing.

Environment: MVS Z/OS, JCL, VS COBOL II, VSAM, File-Aid, EZYEDIT.

Company: I-Flex Solutions   **February 2005 - May 2005**
Client: CITI Bank
Project: PAS (Pricing Automation System)
Role: Developer

CITI Bank needs to automate their existing investment products to increase revenues. I-flex works on the development, up gradation and maintenance of CITI investment pricing of different products. The objective of the project is to automate the investment product pricing system according to the role of different users which is presently running in manual processes.

This project is an investment project initiated by CITI Bank. This is purely a development project from the scratch. This project is migration from Java to Mainframe environment. The pricing for different investment product is currently running in Citi Bank environment in three countries currently Singapore, Malaysia and Thailand. This investment project is part of I-flex Flexcube product. The objective of this project is to automate the current manual system of pricing product system according to the roles of the used. The entire project is divided into two phases.

Phase I: PAS for standard pricing plan.

Phase II: PAS for customized pricing plan.

Responsibilities:

- Preparing the program specification.
- Defining the screens using SDF.
- Coding online COBOL-CICS-DB2 programs & COBOL-DB2 programs.
- Preparing the test plan.
- Design report model and written batch programs.
- Debugging the program with IBM Debugger.
- System integration testing.

Environment: MVS Z/OS, JCL, VS COBOL II, VSAM, DB2, CICS, SDF, File Manager, IBM Debugger.

Company: I-Flex Solutions   **June 2004 - February 2005**
Client: CITI Technologies
Project: CITI Cards - RPLS (Retail Private Label Statement)
Role: Developer

CITI Bank needs to upgrade their existing card processing system to increase revenues. I-flex works on the development and up gradation of CITI Cards. The objective of the project is to process 60 million cardholders and print approximately 5 million vouchers and statements everyday.

Module-1: RPLS0001 –M region Creation and UAT application enhancement

The purpose of this project is to facilitate a UAT region, which will solely process files received from FDR M-cycle.

The complete project will be in phases as below.

Phase-I - setup Consumer and Com/Rev schedules.

Phase II - setup ESP.

Phase-III - setup BEST schedules.

Responsibilities:

- Mapping the functional flow and the integrity of the system.
- Creating new JCL's.
- Technical Support to the Team.
- Testing and Defect Control.
- Daily M-Cycle file execution.

Environment: MVS, JCL, VS COBOL II, VSAM, File-Aid, NDM, OPC, SAR, ELIPS, JOBDOC, Change Man.

EDUCATION/CERTIFICAITONS

> **MCA (Master of Computer Applications)** Raja
> College of Engineering and Technology, Madurai
> Affiliated to Madurai Kamaraj University Year:
> 2000-2003
> **Percentage of Marks: 80% (First class with distinction)**

Purchasing Affidavit

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL OTHER CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _Datalysys, LLC_

Authorized Signature: _(signature)_   Date: _12/18/2017_

State of _OHIO_

County of _FRANKLIN_ to-wit:

Taken, subscribed, and sworn to before me this _18TH_ day of _DECEMBER_ , 20_17_.

My Commission expires _11-8_ , 20_22_.

AFFIX SEAL HERE

Debra A. Golden
Notary Public, State of Ohio
My Commission Expires 11-08-22

NOTARY PUBLIC _Debra Golden_

Purchasing Affidavit (Revised 07/07/2017)

Exhibit A – Pricing Page

EXHIBIT A – Pricing Page
Senior Applications Developer for PEIA - OT18003

Note to Vendors: The Pricing Page is locked. Only the column for Unit Cost is unlocked.

Contract Item	Description	Unit of Measure	Estimated Quantity*	Unit Cost	Extended Cost
5.1.1	Contract Service #1: Senior Applications Developer	Per Hour	2080	$119	0.00
5.1.1	Optional Renewal Year 2 for Contract Service #1: Senior Applications Developer	Per Hour	2080		0.00
5.1.1	Optional Renewal Year 3 for Contract Service #1: Senior Applications Developer	Per Hour	2080		0.00
5.1.1	Optional Renewal Year 4 for Contract Service #1: Senior Applications Developer	Per Hour	2080		0.00
				Total Cost	0.00

* All quanties / estimated hours are estimates and do not obligate the State of West Virginia or WVOT to this amount.
Contract will be evaluated on all lines but only awarded on first year. Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Office of Technology as Change Orders for subsequent years.

Vendor Signature: Raj Katarapu

Date: 12/18/2017

Exhibit B – Required Documentation Verification Form

Skillsets

Check mark the skillsets the DBA Contractor has prior experience and applied knowledge in:

- [x] COBOL
- [x] SAS
- [x] CICS
- [x] PL/SQL
- [ ] IBM Data Studio 4.1
- [ ] Transact – SQL (T-SQL)
- [ ] MS Dynamics CRM 2013
- [ ] BizTalk Server 2006R2 and 2013
- [ ] MS Dynamics GP 2006 and 2013
- [ ] Experience in creating IRS forms for reporting Affordable Care Act (ACA)
  - [ ] Form 1094B
  - [ ] Form 1095B
  - [ ] Form 1094C
  - [ ] Form 1095C

Project and Work Experience

Health Care and Insurance Experience
Previous Project: Provider – Star Broker
Project Start Date: feb-2013
Date Completed: sep-2013
Project Description: **WellPoint Health Care**
WellPoint is a leading health care provider company in America regions. Wellpoint serves the health insurance policies for individuals and groups. UST-Global is a leading vendor to develop, maintain and support the health insurance applications of wellpoint global systems. UST works in Wellpoint broker application, in which the broker commission will be calculated based on the number of subscribers has in its groups. The broker commission are calculated at the end of every month and the broker tiering is rated every quarterly bases on the number of sub counts the groups holds. The new online system has been developed in order to calculate the broker commission and the appropriate reports will be generated at the end of every month/quarter/end of the year.

Contractor's Role:
Skillsets Utilized: MVS, Z/OS, COBOL, IMS DB/DC, VSAM, JCL, DB2, File-Aid, Changeman, Informatica 9.1.0, Unix, SQL Server, Oracle 10g, VDR, VFR, AQT, SAS, Documaker Enterprise Edition, Scripting in Studio
Location: CA
Project URL:
Project Manager / Supervisor: Sabeer
Phone Number: +91-9961020225
Email Address: saber.kaliyaet@ustglobal.com

Certificate of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
TechInsurance 30 N. LaSalle, 25th Floor Chicago, IL 60602	PHONE (A/C, No, Ext): 800-668-7020 FAX (A/C, No): (877) 826-9067
	E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Hartford	30104
INSURER B : Sentinel Insurance Company, Limited	11000
INSURER C : ACE Fire Underwriters Insurance Company	20702
INSURER D : Philadelphia Indemnity Insurance Company	18058
INSURER E :	
INSURER F :	

INSURED
Datalysys Llc
6063 Frantz Rd Ste 206
Dublin, OH 43017

COVERAGES   CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	✔ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✔ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✔ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			46SBMZG9620	7/27/2017	7/27/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ✔ HIRED AUTOS ✔ NON-OWNED AUTOS			46SBMZG9620	7/27/2017	7/27/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	✔ UMBRELLA LIAB ✔ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ✔ RETENTION $ 10,000			46SBMZG9620	7/27/2017	7/27/2018	EACH OCCURRENCE	$ 8,000,000
							AGGREGATE	$ 8,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	46WBCAG2549	9/7/2017	9/7/2018	✔ PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liability (Errors and Omissions)			TBA 84 CRL 1793	12/11/2017	12/11/2018		$5,000,000 / $5,000,000
A	Fidelity Bond 3rd Party BKT			46BDDHF5823	5/20/2017	5/20/2018	Each Occurrence	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

.

C: Cyber Liability F13729530 001 11/9/2017 - 11/9/2018 $1,000,000

CERTIFICATE HOLDER	CANCELLATION
STATE OF WEST VIRGINIA PROCUREMENT OFFICE ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON, WV 25304 US	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

Hippa 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/agencyii.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).

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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.

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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

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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.
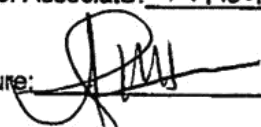
7

AGREED:

Name of Agency: Datalysys, LLC

Signature: April M. Harris

Title: Client Partner

Date: 12/18/2017

Name of Associate: Anandan Sonaimuthu

Signature:

Title: Sr. Applications Analyst.

Date: 12/18/2017

APPROVED AS TO FORM THIS 26th
DAY OF _____ 20 17
Patrick Morrisey
Attorney General
BY _____

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: _Anandan Sonaimuthu_

Name of Agency:_____ Department of Administration_

Describe the PHI (do not include any _actual_ PHI). If not applicable, please indicate the same.

Vendor Preference Certificate

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1.   **Application is made for 2.5% vendor preference for the reason checked:**
     Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

     Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

     Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2.   **Application is made for 2.5% vendor preference for the reason checked:**
     Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3.   **Application is made for 2.5% vendor preference for the reason checked:**
     Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4.   **Application is made for 5% vendor preference for the reason checked:**
     Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5.   **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
     Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6.   **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
     Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7.   **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
     ✓ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: __DATALYSYS, LLC__   Signed: _____

Date: __12/18/2017__   Title: __CLIENT PARTNER__