



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

State of West Virginia  
**Master Agreement**

Order Date: 08-02-2023

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

<b>Order Number:</b>	CMA 0225 0225 PEI2300000002 2	<b>Procurement Folder:</b>	966930
<b>Document Name:</b>	BENEFITS ADMINISTRATION SYSTEM	<b>Reason for Modification:</b>	Change Order 1 To add documentation and implementation payment schedule
<b>Document Description:</b>	BENEFITS ADMINISTRATION SYSTEM		
<b>Procurement Type:</b>	Central Master Agreement		
<b>Buyer Name:</b>			
<b>Telephone:</b>			
<b>Email:</b>			
<b>Shipping Method:</b>	Best Way	<b>Effective Start Date:</b>	2023-04-01
<b>Free on Board:</b>	FOB Dest, Freight Prepaid	<b>Effective End Date:</b>	2028-03-31

VENDOR				DEPARTMENT CONTACT	
<b>Vendor Customer Code:</b>	VC0000093865			<b>Requestor Name:</b>	Jessica L Virtz
LIFEWORKS US LTD				<b>Requestor Phone:</b>	(304) 558-7850
115 PERIMETER CENTER PLACE				<b>Requestor Email:</b>	jessica.l.virtz@wv.gov
ATLANTA	GA	30346			
US					
<b>Vendor Contact Phone:</b>	000-000-0000	<b>Extension:</b>			
<b>Discount Details:</b>					
	<b>Discount Allowed</b>	<b>Discount Percentage</b>	<b>Discount Days</b>		
#1	No	0.0000	0		
#2	No				
#3	No				
#4	No				

**24**  
 FILE LOCATION

INVOICE TO	SHIP TO
PUBLIC EMPLOYEES INSURANCE	PUBLIC EMPLOYEES INSURANCE
STE 2	STE 2
601 57TH ST SE	601 57TH ST, SE
CHARLESTON WV 25304	CHARLESTON WV 25304
US	US

8-8-23 BAT

Purchasing Division's File Copy

<b>Total Order Amount:</b>	Open End
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**ENTERED**

NKP 08/04/2023

**PURCHASING DIVISION AUTHORIZATION**  
  
 DATE: 08/07/23  
**ELECTRONIC SIGNATURE ON FILE**

**ATTORNEY GENERAL APPROVAL AS TO FORM**  
  
 DATE:  
**ELECTRONIC SIGNATURE ON FILE**

**ENCUMBRANCE CERTIFICATION**  
  
 DATE: 8-16-2023  
**ELECTRONIC SIGNATURE ON FILE**

8/16/2023

**Extended Description:**

Change Order

Change Order No. 1 is issued for the following:

- 1. Change the implementation payment terms according to the attached payment schedule
- 2. Clarify the understanding of both parties around the specific contract terms named in the attached memorandums.

Contract Term: 4/1/2023 to 3/31/2028

No other changes

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

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81110000				0.000000
	<b>Service From</b>	<b>Service To</b>			<b>Service Contract Amount</b>
					5471140.00

**Commodity Line Description:** Solution Implementation

**Extended Description:**

See "Implementation Payment Schedule" for monthly payment breakout

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	43230000			EA	528860.000000
	<b>Service From</b>	<b>Service To</b>			<b>Service Contract Amount</b>
					0.00

**Commodity Line Description:** Third Party Software

**Extended Description:**

See "Implementation Payment Schedule" for monthly payment breakout

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	81110000				0.000000
	<b>Service From</b>	<b>Service To</b>			<b>Service Contract Amount</b>
					0.00

**Commodity Line Description:** Annual Fees - Hosting

**Extended Description:**

\$550,000.00 PER YEAR

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	81112200				0.000000
	<b>Service From</b>	<b>Service To</b>			<b>Service Contract Amount</b>
					0.00

**Commodity Line Description:** Annual Fees - License/Maintenance (Vendor Software)

**Extended Description:**

\$857,752.00 PER YEAR

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	81112200				0.000000
	<b>Service From</b>	<b>Service To</b>			<b>Service Contract Amount</b>
					0.00

**Commodity Line Description:** Annual Fees - License/Maintenance (Third Party Software)

**Extended Description:**

\$92,428.00 PER YEAR

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	81110000				0.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Additional Support - Additional Functional Requirements

**Extended Description:**  
\$300.00 PER HOUR

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	81110000				0.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Additional Support - Support Ticket Consulting (Low)

**Extended Description:**  
\$300.00 PER HOUR

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	81110000				0.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Additional Support - Support Ticket Consulting (Moderate)

**Extended Description:**  
\$300.00 PER HOUR

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	81110000				0.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Additional Support - Support Ticket Consulting (High)

**Extended Description:**  
\$300.00 PER HOUR

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	81110000				0.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Additional Support - Support Ticket Consulting (Critical)

**Extended Description:**  
\$300.00 PER HOUR

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	81110000				0.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Additional Support - Additional Training

**Extended Description:**  
\$300.00 PER HOUR

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	81110000				0.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Additional Support - Additional Interfaces

**Extended Description:**  
\$300.00 PER HOUR

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	81110000				0.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Additional Support - Additional Reporting

**Extended Description:**  
\$300.00 PER HOUR



# Public Employees Insurance Agency

WV Toll-free: 1 (888) 680-7342  
Phone: 1 (304) 558-7850  
Fax: 1 (304) 558-2470  
Website: www.wvpcia.com

TO: MELISSA PETTREY, SENIOR BUYER, PURCHASING  
FROM: JESSICA VIRTZ, FISCAL & PROCUREMENT OFFICER, PEIA  
RE: CHANGE ORDER FOR CMA PEI2300000002

### Change Order

Change Order No. 1 is issued for the following:

1. Change the implementation payment terms according to the attached payment schedule.
2. Clarify the understanding of both parties around the specific contract terms named in the attached memorandums.

Contract Term: 4/1/2023 to 3/31/2028

No other changes.

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

### WV PEIA

Signed: Jessica L. Vitz

Name: Jessica Vitz

Title: Fiscal & Procurement Officer

Date: 8/1/23

### LifeWorks

Signed: P. Chamberland

Name: Pierre Chamberland

Title: Managing Director, Retirement and Benefits Solutions

Date: July 31, 2023



**Public Employees  
Insurance Agency**

## IMPLEMENTATION PAYMENT SCHEDULE

Vendor	<u>LIFEWORKS</u>
Service/Commodity	<u>BENEFIT ADMINISTRATION SYSTEM</u>
OASIS Award Document	<u>CMA PEI2300000002</u>
Contract Start	<u>4/1/23</u>

### FEE TYPE

<b>Third Party Software (per month)</b>	\$24,039.09	\$528,860.00
	<i>*final month \$24,039.11</i>	
		<u>\$528,860.00</u>

### **Solution Implementation - FIXED COSTS**

Service Cost (per month)	\$90,685.00	\$1,995,070.00
Cloud Hosting Fee (per month)	\$67,317.91	\$1,481,000.00
	<i>*final month \$67,323.89</i>	
		<u>\$3,476,070.00</u>

### **Solution Implementation - MILESTONE COSTS**

#### **Payable upon approval by PEIA that milestone is complete**

1. Project plan (detail project plan) & project charter finalized	\$57,002.00
2. Initial Requirement traceability matrix (RTM) review completed	\$57,002.00
3. Data conversion Workshop 1 completed	\$57,002.00
4. RTM approval post Workshop 2 completed	\$57,002.00
5. Data conversion Workshop 2 completed	\$57,002.00
6. Data conversion Workshop 3 completed	\$57,002.00
7. Phase 4 Go/no go meeting completed	\$57,002.00
8. RTM approval post Workshop 5	\$57,002.00
9. Final RTM approved	\$57,002.00
10. Segment 1 Interval 1, UAT test cases completed	\$57,002.00
11. Segment 1 interval 1, verification completed	\$57,002.00
12. Segment 1 Interval 2, UAT test cases completed	\$57,002.00
13. Segment 1 Interval 2, verification completed	\$57,002.00
14. Segment 1 Interval 3, UAT test cases completed	\$57,002.00
15. Segment 1 Interval 3, verification completed	\$57,002.00

16. Segment 1 Interval 4, UAT test cases completed	\$57,002.00
17. Segment 1 Interval 4, verification completed	\$57,002.00
18. Segment 1 training completed	\$57,002.00
19. Segment 1 UAT completed	\$57,002.00
20. Segment 2 Interval 1, UAT test cases completed	\$57,002.00
21. Segment 2 Interval 1, verification completed	\$57,002.00
22. Segment 2 Interval 2, UAT test cases completed	\$57,002.00
23. Segment 2 Interval 2, verification completed	\$57,002.00
24. Segment 2 Interval 3, UAT test cases completed	\$57,002.00
25. Segment 2 Interval 3, verification completed	\$57,002.00
26. System testing (TH) completed	\$57,002.00
27. Segment 2 Interval 4, UAT test cases completed	\$57,002.00
28. Segment 2 Interval 4, verification completed	\$57,002.00
29. 90 day go/no go meeting completed	\$57,002.00
30. Segment 2 training completed	\$57,002.00
31. 60 day go/no go meeting completed	\$57,002.00
32. Segment 2 UAT completed	\$57,002.00
33. 30 day go/no go meeting completed	\$57,002.00
34. Final go/no go meeting completed	\$57,002.00
35. Go-live	\$57,002.00
	<b>\$1,995,070.00</b>

**MEMORANDUM OF UNDERSTANDING**  
**West Virginia Public Employees Insurance Agency**  
**CRFP PEI2200000001 - BENEFITS ADMINISTRATION SYSTEM**

It is understood and agreed that the term “defect” in Section 28(c) of the General Terms and Conditions of CRFP PEI2200000001 shall mean “significant defect to the extent of unreasonable inoperability”.

SIGNED and AGREED this 1<sup>st</sup> day of April 2023:



West Virginia Public Employees Insurance Agency  
William Hicks, Esq. General Counsel



LifeWorks (US) Ltd.  
Pierre Chamberland  
Managing Director, Retirement and Benefits Solutions



**MEMORANDUM OF UNDERSTANDING**

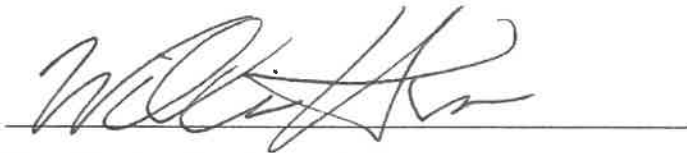
**West Virginia Public Employees Insurance Agency**

**CRFP PEI2200000001 - BENEFITS ADMINISTRATION SYSTEM**

It is understood and agreed that Section 36 of the General Terms and Conditions of CRFP PEI2200000001 and Sections 3(l) and 4(d) of the HIPAA Business Associate Addendum apply to Vendor solely to the extent that West Virginia Code §5A-3-62(a)(3) prohibits a limit of liability for direct damages.

It is further understood and agreed that to the extent not prohibited by the West Virginia Code, in no event shall Vendor have any liability at any time for any loss of profits, loss of business revenue, failure to realize expected savings, or for any indirect, special, or consequential damages, even if advised of the possibility of such damages.

SIGNED and AGREED this 1<sup>st</sup> day of April 2023:



West Virginia Public Employees Insurance Agency  
William Hicks, Esq., General Counsel



LifeWorks (US) Ltd.  
Pierre Chamberland  
Managing Director, Retirement and Benefits Solutions

**MEMORANDUM OF UNDERSTANDING**

**West Virginia Public Employees Insurance Agency**

**CRFP PEI2200000001 - BENEFITS ADMINISTRATION SYSTEM**

It is understood and agreed that Section 8 of the General Terms and Conditions of CRFP PEI2200000001 is clarified as follows:

1. Vendor shall include the State as an additional insured for Vendor's Commercial General Liability Insurance policy and only with respect to liability arising out of Vendor's operations under the Contract.
2. Vendor shall provide State with proof that insurance mandated herein has been continued after such renewal of Vendor's insurance policies.
3. Vendor is not obligated to provide immediate notice of any change to its insurance policies.
4. Vendor's Professional/Malpractice/Errors and Omissions and Cyber Liability Insurance policies are on a per claim basis (and annual aggregate) and not on a per occurrence basis.

SIGNED and AGREED this 1<sup>st</sup> day of April 2023:



West Virginia Public Employees Insurance Agency  
William Hicks, Esq. General Counsel



LifeWorks (US) Ltd.

Pierre Chamberland  
Managing Director, Retirement and Benefits Solutions

**MEMORANDUM OF UNDERSTANDING**

**West Virginia Public Employees Insurance Agency**

**CRFP PEI2200000001 - BENEFITS ADMINISTRATION SYSTEM**

It is understood and agreed that Section 3(l) of the HIPAA Business Associate Addendum and Sections 4(b) and (c) of the Data Exchange – Data Management Addendum are clarified as follows: the Associate or service provider (as applicable) shall notify the Agency and the WV Office of Technology or the public jurisdiction (as applicable) of confirmed security incidents, data breaches or unauthorized access within 72 hours of discovery.

SIGNED and AGREED this 1<sup>st</sup> day of April 2023:



West Virginia Public Employees Insurance Agency  
William Hicks, Esq. General Counsel



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LifeWorks (US) Ltd.

Pierre Chamberland  
Managing Director, Retirement and Benefits Solutions



Pettrey, Melissa K <melissa.k.pettrey@wv.gov>

## Fwd: LifeWorks MOU

1 message

**Virtz, Jessica L** <jessica.l.virtz@wv.gov>  
To: Melissa K Pettrey <melissa.k.pettrey@wv.gov>

Tue, Jul 11, 2023 at 3:41 PM

See below, from the State Privacy Officer.

**Jess Virtz**  
**WV PEIA**  
Fiscal/Procurement Officer  
(304)741-8646

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----- Forwarded message -----

From: **Miller, Thomas D** <thomas.d.miller@wv.gov>  
Date: Tue, Jul 11, 2023 at 3:26 PM  
Subject: Fwd: LifeWorks MOU  
To: Jessica L Virtz <jessica.l.virtz@wv.gov>  
Cc: Jason A Haught <jason.a.haught@wv.gov>, William B Hicks <william.b.hicks@wv.gov>, Kasi L Bell <kasi.l.bell@wv.gov>

Jessica,

Please see the APPROVAL OF THE MOU below from Ashley Summit, the Executive Branch Chief Privacy Officer. We are good to sign and move forward.

Tom

----- Forwarded message -----

From: **Summitt, Ashley E** <ashley.e.summitt@wv.gov>  
Date: Tue, Jul 11, 2023 at 3:24 PM  
Subject: Re: LifeWorks MOU  
To: Miller, Thomas D <thomas.d.miller@wv.gov>

Dear Tom,

I have read over it and understand that it clarifies that 72 hour notification is required for confirmed data breaches. I agree that it meets the requirements of the BAA. I approve of your change. Thank you for sharing this with me.  
Ashley

On Tue, Jul 11, 2023 at 12:13 PM Miller, Thomas D <thomas.d.miller@wv.gov> wrote:

Ashley,

Please see the e-mail below.

PEIA has been working on a procurement of a new comprehensive Benefits Enrollment and management system. We did a PIA on this project last year.

We have had negotiations over the BAA and have agreed to give the vendor 72 hours to report a real or potential breach to PEIA via a MOU - SEE ATTACHED. This would address time periods such as three (3) day weekends, four (4) day breaks, e.g. Thanksgiving and the day after, etc. and would still fall well within the HIPAA defined time frames. This modification would be less than the time frames that have been allowed in other state agreements, i.e. Microsoft, Google, etc.

Please review and advise with regard to your decision to approve or deny the MOU as drafted.

Please let me know if you have any questions or would like to discuss.

Tom Miller

----- Forwarded message -----

From: **Virtz, Jessica L** <jessica.l.virtz@wv.gov>

Date: Tue, Jul 11, 2023 at 11:54 AM

Subject: LifeWorks MOU

To: Thomas D Miller <thomas.d.miller@wv.gov>

Tom,

Purchasing wants the State Privacy Officer to approve this MOU with regard to HIPAA. Can you send it and copy me in, or send me their info and I can send it?

Thanks.

**Jess Virtz**

**WV PEIA**

Fiscal/Procurement Officer

(304)741-8646

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**Thomas D. Miller, MA, LPC, ALPS, ADC**

Privacy & Security Officer

West Virginia Department of Administration

West Virginia Public Employees Insurance Agency

601 57th Street, SE, Suite 2, Room 1008

Charleston, West Virginia 25304-2345

304-558-7850, Extension 20320

304-352-0320

Fax to: 304-558-2470