

**INFORMATION TECHNOLOGY (IT) CONTRACT BETWEEN
THE STATE OF WYOMING DEPARTMENT OF HEALTH, DIVISION OF
HEALTHCARE FINANCING
AND
V GROUP INC.**

1. **Parties.** The parties to this Contract are The State of Wyoming Department of Health, Division of Healthcare Financing (Agency), whose address is: Herschler Building, 122 West 25th Street, 4 West, Cheyenne, Wyoming, 82002 and V GROUP INC. (Contractor), whose address is: 379 Princeton-Hightstown Road, Building 3, Suite 2A, East Windsor, NJ 08520.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide professional Information Technology (IT) Task Order services to the Agency. These services are fully described in Attachment A, Statement of Work and Attachment B, Business Associate Agreement (BAA), which are attached to and incorporated into this Contract.

FOR THE LABOR CATEGORY OF BUSINESS ANALYST, The Contractor shall provide a Business Analyst who shall evaluate data collected through task analyses, business processes, surveys, and workshops, as well as prepare and deliver recommendations during the development process to enable the Agency's business needs. The analyst shall have the ability to prepare detailed project documentation, and document results of analysis and workflows. The Analyst shall design and execute test scripts and test scenarios, and coordinate with the business units during the testing and validation of new applications and services as well as enhancements to existing applications and services.

3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from January 1, 2025 through December 31, 2029. All services shall be completed during this term.
4. **Payment.**
 - A. The Agency agrees to pay the Contractor for the services described in Attachment A, Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed four hundred forty-two thousand, nine hundred seventy dollars and zero cents (\$442,970.00). Payment shall be made when services are completed in accordance with Attachment A, Statement of Work. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Contractor shall

submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.

- B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of the Agency.
- C. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all of Contractor's obligations under this Contract.

5. **Responsibilities of Contractor.** The Contractor agrees to:

- A. Provide the services described in Attachment A, Statement of Work and as agreed in each executed Task Order.
- B. Abide by Attachment B, Business Associate Agreement, which is attached to and incorporated into this Contract by this reference.

6. **Responsibilities of Agency.** The Agency agrees to:

- A. Adhere to the responsibilities described in the Attachment A, Statement of Work.
- B. Pay Contractor in accordance with Section 4 above.

7. **Special Provisions.**

- A. **Change Control Management.** If requested by the Agency, the Contractor shall maintain a change control process with all changes which shall be approved through the Agency's change control board. The change control process will include the reason for the change, a complete description of work to be performed, an estimate of time and cost to complete the change, a completion date for the change and an impact analysis indicating ramifications or impact to the project. If unforeseen circumstances arise where a change order might be needed, the Contractor will submit in writing a description of the problem and proposed resolution to the project manager and primary point of contact [Agency Project Representative] for their consideration. If change orders are needed, the Contractor agrees to continue at the hourly rate specified in Attachment A, Statement of Work.

If unforeseen circumstances arise where a dispute resolution might be needed, Contractor will submit in writing a description of the problem and proposed resolution to the Agency Project Representative for consideration. If change orders are needed, the Contractor agrees to continue at the hourly rate specified in Attachment A, Statement of Work.

In the event it is determined that a change to Attachment A, Statement of Work, is required, a Contract amendment will be made in accordance with the Contract. The change request will be used by the Contractor as the justification for a change to the Statement of Work.

B. Conflicting Language. In the event of a conflict between the Contract, Attachment A, Statement of Work, or any other document attached or incorporated by reference, the following order of precedence will govern, in the order listed: (1) the Contract (2) Attachment A, Statement of Work, then any other document incorporated by reference.

C. Conflicts of Interest.

(i) Contractor shall not engage in providing consultation or representation of clients, agencies or firms which may constitute a conflict of interest which may result in a disadvantage to the Agency or a disclosure which may adversely affect the interests of the Agency. Contractor shall notify the Agency of any potential or actual conflicts of interest arising during the course of the Contractor's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of this Contract will be subject to a mutual settlement of accounts. In the event this Contract is terminated under this provision, the Contractor shall take steps to ensure that all files, evidence, evaluations and data are provided to the Agency or its designee. This provision does not prohibit or affect the Contractor's ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

(ii) A conflict of interest warranting termination of this Contract may include, but is not necessarily limited to, acting on behalf of a client in an adversarial proceeding against the State of Wyoming, its agencies, boards, commissions or the University of Wyoming, or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition or quo warranto.

- D. Kickbacks.** Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Contractor breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to the Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. Monitoring Activities.** The Agency shall have the right to monitor all Contract related activities of the Contractor and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Contractor personnel in every phase of performance of Contract related work.
- F. No Finder Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract will be paid by either party.
- G. Project Representative.** All project management and coordination for the Agency shall be through a single point of contact designated as the Project Representative. The Agency Project Representative for this project is Jessica Binning.

Any and all work performed under this Contract will be subject to approval and acceptance by the Agency Project Representative. In no instance will the Contractor's staff refer any matters to any Agency Director or Deputy Directors or any other official in Wyoming unless initial contact, both verbal and in writing, regarding the matter has first been presented to the Agency Project Representative.

All correspondence from the Contractor shall be addressed directly to the Agency Project Representative. The Agency Project Representative or his designee shall be responsible for corresponding and arranging meetings with Agency personnel and outside Agencies and associations.

The Agency Project Representative shall document performance of the Contractor as to the satisfaction of any deliverables required to meet the requirements of the Contract.

The Contractor will be required to perform its work in compliance with Agency technology standards, policies, and procedures, as well as any applicable Federal guidelines.

- H. Source Code Ownership and/or Escrow.** In the event the Contractor develops custom made software, a complete copy of the most current version of the software

source code, with internal documentation, shall be placed in an escrow account that will be made available to the Agency. In the event the Contractor provides the Agency with a proprietary software package, the software will be provided to the Agency for the sole purpose of maintaining the license use of Contractor's software at Agency's location at the time of the issuance of the license. In the event the Contractor becomes insolvent, goes out of business or ceases to support the software, Contractor agrees to transfer the rights to the source code, either custom or proprietary, to the Agency in order for the Agency to continue to support the software.

- I. **System Failure or Damage.** In the event of system failure or damage, as defined in this paragraph, directly caused in whole or in part as a result of the services provided by the Contractor, Contractor agrees to use its best efforts to restore the system to operational capacity. System failure or damage for purposes of this Contract will mean the inability of any mechanism provided by the Contractor pursuant to the terms of this Contract, to operate properly and, as a result of its failure to operate properly, critical government functions, including sending and receiving data information, are unable to be performed.

- J. **Use of Subcontractors.** The Contractor shall be wholly responsible for performance of the entire Contract whether or not subcontractors are used. In any event, whether or not there are subcontracting or joint venture arrangements, a prime contractor shall be designated and the prime contractor shall sign this Contract. The Agency reserves the right to reject any named subcontractor or any subcontractor relationship. The Contractor shall not enter into any subcontracts or joint venture arrangement for any of the work proposed under this Contract without prior written acceptance from the Agency.

- K. **Warranty of the Deliverables.** In the event that the Contractor develops software and applications for the Agency, the Contractor shall commit to a minimum warranty period of twelve (12) months for the software and applications related to this Contract. Notwithstanding prior acceptance of deliverables by the Agency, the Contractor shall expressly warrant all delivered programs and documentation as properly functioning at the start of operations and compliant with the terms of the Contract thereafter. The warranty period will begin at the time the implementation of the application has been formally accepted in writing by the Agency. During the warranty period, the Contractor shall be responsible to correct, at its expense, any problems, defects and deficiencies reported which do not meet the specifications set forth in the Statement of Work. The Contractor will correct all defects and deficiencies in the system and replace incorrect or defective programs and documentation within five (5) business days of notification from the Agency of such deficiencies or within such period as may be necessary to make correction(s)

using all due diligence and dispatch as agreed upon between the Agency and the Contractor. Deficiencies properly noted before expiration of the warranty will be covered regardless of such expiration. System modifications and other changes made during the Contract period will also be covered by this warranty.

- L. **Assumption of Risk.** The Contractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Agency shall notify the Contractor of any state or federal determination of noncompliance.
- M. **Environmental Policy Acts.** Contractor agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- N. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:
 - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- O. **Limitations on Lobbying Activities.** By signing this Contract, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

8. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms

“hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

- C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. **Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. **Certificate of Good Standing.** The Contractor shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Contractor is authorized to conduct business in the State of Wyoming, if required; before performing work under this Contract. Contractor shall ensure that

all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Contract.

- H. **Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- I. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- J. **Entirety of Contract.** This Contract, consisting of sixteen (16) pages; Attachment A, Statement of Work, consisting of twenty-three (23) pages; and Attachment B, Business Associate Agreement, consisting of five (5) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- K. **Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.
- L. **Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- M. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the non performing party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- N. Indemnification.** The Contractor shall release, indemnify, and hold harmless the State, the Agency, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's negligence or other tortious conduct.
- O. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will insure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.
- P. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.

Federal law requires the Contractor to include all relevant special provisions of this Contract in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

- Q. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.

- R. Notice of Sale or Transfer.** The Contractor shall provide the Agency with notice of any sale, transfer, merger, or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notices provision of this Contract and, when possible and lawful, in advance of the transaction. If the Agency determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Agency may, at its discretion, terminate or renegotiate the Contract.
- S. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Agency in a usable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to the Agency confirming the destruction of any such residual Agency-owned data.
- T. Patent or Copyright Protection.** The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- U. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- V. Insurance Requirements.**
- (i) During the term of this Contract, the Contractor shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.

- (ii) All policies shall be primary over any insurance or self-insurance program carried by the Contractor or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- (iii) The Contractor shall provide Certificates of Insurance to the Agency verifying each type of coverage required herein. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency's option, obtain and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Agency may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Contractor under this Contract.
- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Agency reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

W. Insurance Coverage. The Contractor shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

- (i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:
 - (a) \$1,000,000.00 each occurrence;
 - (b) \$1,000,000.00 personal injury and advertising injury;

- (c) \$2,000,000.00 general aggregate; and
- (d) \$2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

- (ii) Workers' Compensation and Employer's Liability Insurance. Employees hired in Wyoming to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from Contractor's home state to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

The Contractor shall provide the Agency with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Contract, if such coverage is required by law. If workers' compensation coverage is obtained by Contractor through the Wyoming Department of Workforce Services' workers' compensation program, Contractor shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy required by this Contract, with minimum limits as follows:

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident;
- (b) Bodily Injury by Disease: \$1,000,000.00 each employee; and
- (c) Bodily Injury by Disease: \$1,000,000.00 policy limit.

- (iii) Unemployment Insurance. The Contractor shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Contractor shall supply Agency with a Certificate of Good Standing or other proof of unemployment insurance coverage.
- (iv) Automobile Liability Insurance. Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of \$1,000,000.00 each accident combined single limit.
- (v) Professional Liability or Errors and Omissions Liability Insurance.

Professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the Contractor's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, with minimum limits as follows:

- (a) \$1,000,000.00 each occurrence; and
- (b) \$1,000,000.00 general aggregate.

The policy shall have an extended reporting period of two (2) years.

(vi) Commercial Crime Insurance. Commercial crime insurance including employee dishonesty coverage with minimum limits of \$1,000,000.00 each occurrence.

(vii) Cyber Liability Insurance. Cyber liability insurance which shall be sufficiently broad to cover all duties and obligations undertaken by Contractor and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security, with minimum limits as follows:

- (a) \$2,000,000.00 each occurrence; and
- (b) \$2,000,000.00 general aggregate.

Coverage shall include breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

- X. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.
- Y. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

- Z. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Contractor, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Contract, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- AA. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- BB. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract. If at any time during the performance of this Contract, in the opinion of the Agency, the work is not progressing satisfactorily or within the terms of this Contract, then, at the sole discretion of the Agency and after written notice to the Contractor, the Agency may terminate this Contract or any part of it. As of the termination date, the Contractor will be entitled to a pro rata payment for all work accomplished and accepted by the Agency; however, the Contractor shall be liable to the Agency for the entire cost of replacement services for the duration of the Contract term.
- CC. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall insure solely to the benefit of the parties to this Contract. The provisions

of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

- DD. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- EE. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- FF. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- GG. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.
- HH. State Services.** The Agency may provide access and use of state services to the Contractor, Subcontractor or Consultant that may include State Google email and related tools. The Contractor acknowledges the Agency maintains confidential data that includes Protected Health Information, Personally Identifiable Information, and other sensitive data. The Contractor, or Subcontractor, or Consultant's employees that have State provided access are required to complete Agency's and Program IT resource training.


The State Google account, including the wyo.gov email address, is being issued by the State to the Contractor, Subcontractor, or Consultant's employee for the purpose of executing the tasks included in the Statement of Work, on behalf of the Agency. The State Google account permits the Contractor, or Subcontractor, or Consultant's employees' access to state email, Google drives, applications, and tools. The individual employees may not use the State Google account for any other purposes as identified in the Statement of Work. Upon termination of the Agreement, access to the State Google account will be terminated.

The Contractor shall be responsible to notify the Agency within twenty-four (24) hours in the event the State Contractor, or Subcontractor, or Consultant's employees are no longer needed, including separation or termination of the resource.

9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.


The Effective Date of this Contract is the date of the signature last affixed to this page.

AGENCY:
THE STATE OF WYOMING DEPARTMENT OF HEALTH, DIVISION OF HEALTHCARE FINANCING



Stefan Johannsson, Director
Wyoming Department of Health


1/13/25
Date



Lee Grossman, State Medicaid Agent
Senior Administrator, Division of Healthcare Financing

1/10/25
Date

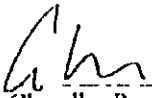
CONTRACTOR:
V GROUP INC.



Ankin Shah, Manager - Finance & Contracts

01/06/2025
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


#244992

Chandler Pauling, Assistant Attorney General

12-20-24
Date

Attachment A
Statement of Work



Wyoming Department of Health, Division of Healthcare Financing

Staff Augmentation Services for

Business Analyst

V Group Inc.
379 Princeton Hightstown Road, Building 3, Suite 2A
East Windsor, NJ 08520

Attachment A - Statement of Work
between The State of Wyoming, Department of Health,
Division of Healthcare Financing

and

V GROUP INC.

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1. General Description

1.1 General Description

A. This Statement of Work (SOW) identifies and describes the responsibilities, requirements, objectives, milestones, and Task Order deliverables that the Wyoming Department of Health Staff Augmentation Services Contractor shall meet.

B. This SOW describes the Contractor responsibilities in meeting functional, technical, business process and operations requirements. The document includes all requirements for the execution of the contract. The Contractor shall assist the Agency by providing staff augmentation services to augment current State PMO and Information Technology (IT) staff by way of flexible staffing in the labor categories specified in this SOW.

C. Staff Augmentation Services obtained through this Contract shall be time and cost-limited. Services shall be managed through agreed upon task orders appropriate to the length of the project work, and may be extended multiple times. The Contractor shall work with the Agency to validate and finalize task order details during an initial planning meeting. The discussion shall include collaboratively defining deliverables and expected outcomes.

D. Task orders shall utilize the rates specified in Section 2.2 of this SOW for the labor category(s) specified in the task order. All task orders are subject to the same Contract Terms and Conditions as the SOW requirements. Any exceptions or additional requirements must be outlined in the individual Task Order.

1.2 Scope of Services - Contractor

A. The Contractor's scope of services include staff augmentation to the State of Wyoming, Department of Health, Division of Healthcare Financing projects. The services include staff augmentation for the following labor categories:

Business Analyst

These resources shall augment existing State staff in specific roles on Agency projects as defined within the task order created. These resources are required to have the necessary skills and experience, and work collaboratively with the Agency and other system

Attachment A - Statement of Work
between The State of Wyoming, Department of Health,
Division of Healthcare Financing
and
V GROUP INC.

vendors as an extension of the Agency team.

B. All resources provided shall participate in and help mature the Agency's change management processes, acknowledgement, management, and problem management.

C. All resources shall utilize program and project management best practices to ensure accuracy and transparency of all work.

D. The duration of execution of the scope of services included in each Task Order is dependent on the services requested. The duration of the project and services to be provided will be determined during task order planning sessions conducted between the Agency and the Contractor. The task duration and timing of identified deliverables will be determined during task order planning.

E. The Contractor shall anticipate that there will be gaps between performance periods on Task Orders.

F. The Contractor shall provide monthly and/or weekly status reporting to the Agency as specified in the Task Order.

1.3 Scope of Activities - Agency

A. Define the scope of work to be performed in each task order.

B. Provide guidance to the resource during execution of the scope of work.

C. Provide guidance and input related to the scheduling and coordination of tasks specified in the task order.

D. Participate in status report meetings with the Contractor.

F. Review deliverables in a timely manner.

G. Provide appropriate access to subject matter experts.

H. Assign a Contract Manager to this Contract. The Agency Contract Manager shall be Jessica Binning, whose email address is jessica.binning4@wyo.gov.

1.4 Program Purpose

The Wyoming Medicaid program currently oversees the functionality of the systems listed in table 1.4.1. This list of systems is provided for context, is not exhaustive, and is subject to change as program needs and federal and state regulations evolve. It is possible that other Department of Health systems may also need Staff Augmentation.

Table 1.4.1 – Current System Functions

System	Description
Asset Verification	Verifies assets for Medicaid as required by CMS federal rules.
Care Management Entity (CME)	The Medicaid Care Management Entity acts as a central accountable hub to deliver community-based intensive care coordination services for children and youth with complex behavioral health needs using an evidence-based practice called "High Fidelity Wraparound."
Customer Service Center (CSC)	The Customer Service Center assists Medicaid and CHIP clients with applications, renewals, and questions or concerns relating to their coverage through in-person, online, phone, and mail contact management.
Electronic Visit Verification (EVV)	Measures and validates services activity for personal care and home health programs, ensuring that services billed are actually rendered.
Electronic Medicaid Waiver System (EMWS)	Electronic Medicaid Waiver System provides case management services for individuals served through the Medicaid waivers programs.
Information Management for Providers System (IMPROV)	Information Management system for Provider information, including certification and recertification status, for all home and community-based services.

Interoperability System	System which complies with the Interoperability and Patient Access final rule (CMS-9115-F), which is designed to put patients first by giving them access to their health information when they need it most, and in a way they can best use it. This final rule focuses on driving interoperability and patient access to health information by liberating patient data using CMS authority to regulate Medicare Advantage (MA), Medicaid, Children's Health Insurance Program (CHIP), and Qualified Health Plan (QHP) issuers on the Federally- facilitated Exchanges (FfEs).
Pharmacy Benefit Management System (PBMS)	Processes pharmacy point-of-sale claims and handles pharmacy related prior authorizations. Other features include all pharmacy rebate activities, medication therapy management, third party liability and other financial duties.
Pharmacy Business Administration (PBA)	Re-procurement of the PBMS system. Processes pharmacy point-of-sale claims and handles pharmacy related prior authorizations. Other features include all pharmacy rebate activities, medication therapy management, third party liability and other financial duties.
State Online Query- Internet (SOLQ-1)	State Online Query- Internet (SOLQ-1) is a service that allows authorized State agencies real-time online access to the Social Security Number (SSN) verification service and, if permitted, retrieval of Title II and/or Title XVI data.
Statewide Health Information Exchange (HIE)- Wyoming Frontier Information (WYFI)	Gives providers the opportunity to use online, real-time patient data for client treatment purposes throughout Wyoming. Allow the exchange of information between the provider Electronic Health Record (HER) systems, and supplements this data with information from other states, Medicaid data,

	and Public Health data sources.
Utilization Management- Telligen	This system applies utilization management through prior authorization and post-payment review to better organize care and control expenditures
Wyoming Eligibility System (WES) with Buy In	Determines Wyoming citizens eligibility for Medicaid and CHIP including <ul style="list-style-type: none"> ● Children's program ● Pregnant woman program ● Assistance for the aged, blind, or disabled programs ● Family care program ● Other programs
WINGS Benefit Management System (BMS) with TPL	Has three separate components: <ul style="list-style-type: none"> ● Benefits and claims services (claims processing) ● Financials including provider payment processing, adjustments and withholds, remittance service, and coding for federally required reports. ● Third party liability services. (TPL)
WINGS Care Case Management System (CCMS2)	Develops and monitors client plans of care, captures and monitors client assessments and screenings, client treatment plans, authorizes services (send prior authorizations to claims processing module), incident management, and reporting functions.
WINGS Data Warehouse with Business Intelligence (DW/BI)	Stores data from all modules. Vision is to bring in data from the entire WDH into DW for analytical purposes. Business Intelligence tools are used to analyze the Medicaid data to create dashboards and compile reports.
WINGS Fraud, Waste, and Abuse (FWA2)	Supports the identification, investigation, and collection of evidence regarding fraud, waste,

	and abuse of Medicaid services by providers and clients.
WINGS Provider Enrollment, Screening and Monitoring System (PRESM)	Stores provider enrollment through an electronic self-service solution, verifies provider licensing, and reviews/maintains all provider enrollments.
WINGS System Integration with Enterprise Service Bus (SI/ESB)	Directs data through the backend of the system including web services, batch interfaces and other data transfers. Master person and provider management.

1.5 Location of Performance, Equipment and Supplies

A. The Contractor shall provide all technology, including all required software licenses, and equipment needed to support the Contract for the project. This includes, at a minimum, cell phones, projectors, servers, laptops or personal computers, printers, fax machines, routers, and related equipment for the Contractor's staff. The Agency does not anticipate that travel will be required to support this contract and that the Contractor will perform all work from their remote or home office locations. There is no expectation that a local Cheyenne Office is necessary to successfully perform the scope in this SOW.

B. The Contractor shall be responsible for operating and maintaining any hardware or software needed to support the Contractor's scope of work.

C. The Contractor may work on-site at the Agency's location in the Capital Complex in Cheyenne, Wyoming, in which case temporary workspace will be provided. The Agency shall provide wired and/or wireless internet connectivity while onsite.

D. The Agency shall provide the Staff Augmentation resource access and credentials to in-scope applications. Any remote access must be through a VPN connection.

2. Contractor Pricing

The following section defines the Not-to-Exceed (NTE) budget for the five (5) years of the contract. Contractor hourly rates are also included in this section.

2.1 Contract Pricing Table

A. The table below defines the Not-to-Exceed (Maximum) Budget for the contract. There is no minimum Task Order obligation. The Agency will determine the Contract value on a Task Order-by-Task Order basis that shall not exceed the yearly amounts in Table 2.1.1. The Agency's obligation under this Contract is limited to approved Task Order(s) signed by the Agency Contract Manager.

Table 2.1.1

	Year 1 Maximum	Year 2 Maximum	Year 3 Maximum	Year 4 Maximum	Year 5 Maximum	Total
Total	\$80,170	\$84,180	\$88,380	\$92,800	\$97,440	\$442,970.00

2.2 Hourly Rates, Amendments, Task Orders, and Revised Task Orders

A. Table 2.2.1 reflects the all-inclusive hourly rates for the labor categories related to Task Orders or Revised Task Orders. All of the rates in the following table include lodging, meals, travel, per diem charges, and incidental expenses.

Table 2.2.1

Staff Augmentation Labor Categories	Year 1 Rates	Year 2 Rates	Year 3 Rates	Year 4 Rates	Year 5 Rates
Business Analyst	\$80.17	\$84.18	\$88.38	\$92.80	\$97.44

2.3 Task Orders

A. Upon initial request from the Agency, the Contractor shall develop a draft Task Order for Agency review and approval. Task Orders will be priced in accordance with the labor rates in Statement of Work section 2.2. Task Orders under the contract for Staff Augmentation shall address expected duration of the task order, tasks to be performed, and work products to be delivered. After receipt of the draft Task Order from the Contractor for Agency approval, the Agency will review the scope and staffing level of effort, denoted in hours, to confirm appropriate scope and level of effort prior to Agency approval of Task Orders. The Contractor is not authorized to begin work on a Task Order without approval from the Agency in writing.

B. Each Task Order shall contain:

(i) After discussions to identify schedule, complexity, scope size, and task description, the Contractor shall use the negotiated rates and estimate the number of hours associated with each labor category required to deliver work reflected in the individual Task Order. All Task Orders are subject to the same Contract Terms and Conditions as the SOW Requirements. Any exceptions or additional requirements shall be outlined in the individual Task Order.

(ii) Draft Task Orders and Revised Task Orders shall be sent via e-mail to the Agency Contract Manager and the Agency Task Order Manager specified in the task order.

(iii) Task orders shall be differentiated by funding source. The funding source for a task order will be provided by the Agency Contract Manager during draft task order creation.

3. Staffing and Resource Management

3.1 Contract Manager

A. The Contractor shall designate Brijesh Ravi as the Contract Manager. The Contract Manager shall represent and oversee all contractual aspects of the project. This individual shall oversee invoices, negotiate task orders, and fill task order positions.

B. This individual shall serve as the focal and contact point for day-to-day contractual matters relating to the execution of the contract. This resource shall also have the contractual authority to make contractual decisions that are binding on the Contractor.

3.2 Key Personnel

A. The Agency does not anticipate that any of the Key Personnel originally proposed for this effort will be substituted, removed or replaced during performance without Agency prior approval. The Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment for the first ninety (90) business days of contract execution. The Contractor shall notify the Agency within fifteen (15) calendar days after the occurrence of any of these events.

B. The Agency reserves the right to cancel or withdraw the Task Orders where the substitution of Key Personnel is not identified and approved in writing in advance of Task Order performance. Requests to replace Key Personnel will be evaluated on a case-by-case basis.

C. Key staff replacements require Agency approval, and the Contractor shall use the process and standards outlined below for replacing key personnel:

(i) Provide notification within twenty-four (24) hours of becoming aware of staff position vacancy and shall follow-up within seventy-two (72) hours with an action plan, for temporary coverage within two (2) weeks and permanent resource replacement within sixty (60) days. A key personnel position shall not be vacant for more than thirty (30) consecutive days.

(ii) Use available tools including resumes, skills matrices, and past performance summaries to identify a replacement that has comparable or greater skill level, experience, and education than the previous resource.

(iii) Present candidates and their resumes to the Agency for approval; Agency approval or disapproval response shall be provided within seven (7) business days of receiving the candidate's resume. Agency's approval shall not be withheld unreasonably.

(iv) Develop a knowledge transfer plan to appropriately transition tasks, knowledge, and responsibilities.

3.3 Staff Disciplines and Functional Responsibilities

The Contractor shall provide the following key staff disciplines. Their functional responsibilities, including types of tasks they own, the teams they manage, and the work their teams produce is detailed in this section.

A. The following key positions are required for the life of the Contract:

(i) **Contract Manager:** The Contract Manager shall represent and oversee all contractual aspects of the project(s). This individual shall oversee invoices, negotiate task orders, and fill task order positions. This individual shall serve as the focal and contact point for day-to-day contractual matters relating to the execution of the contract. This resource shall also have the contractual authority to make contractual decisions that are binding on the Contractor.

(ii) **Business Analyst:** The Project Analyst shall assist with project management and administrative tasks in alignment with Agency goals and reporting needs.

3.4 Staffing, Resource Management, Organization

A. The Contractor shall supply all key staff with the resource skill levels as described here in Section 3 and in Section 5.1 of this Statement of Work. The individuals as proposed shall support all Task Orders unless agreed to in advance by the Agency.

3.5 Subcontractor/Consultant Resource Management

A. The use of Subcontractors or Consultants is not authorized under this SOW without prior Agency Approval. If approved by the Agency in writing, the Contractor is the primary contractor for this project. Each team member's expertise shall be leveraged and focused (if approved) on the solution and to perform services in support of Contractor's prime contract, however, the Contractor is solely responsible for each of the project deliverables regardless of which team member performs the work.

B. Subcontractor or Consultant's staff shall report to the Contractor's designated Contract Manager. As such, the Contractor shall manage its team members according to the work plan tasks associated with each team member's area of responsibility. The Contractor shall serve as the single point of contact for the Agency regarding each of the services to be performed by each team member and shall be responsible for the work and services performed. The Contractor is responsible for the overall subcontractor or consultant's performance management, monitoring, and reporting the status and progress

of each of the Subcontractor or Consultant, to include reporting progress and monitoring status to the Agency. The Contractor shall periodically review each team member, based on the SOW requirements that apply to that team member. The Agency shall have the right to review all new subcontracts at any point during performance to evaluate if the Subcontractors meet the minimum contractor qualifications, and if their solutions/services shall meet contractual requirements of this contract. The Agency reserves the right to request removal of Subcontractor/Consultant or Subcontractor/Consultant Staff from this project.

C. The Contractor's approach to subcontractor management shall be aligned with the Agency's requirements, specifically:

- i) Meeting Contractor qualifications and provide Agency access to review any subcontracts;
- ii) Contractor is responsible for all services and work performed under this Contract and shall be the single point of contact for the Agency, including Agency project subcontractors. All of the Contractor's subcontractors/consultants shall report directly to the Contractor's Project Manager;
- iii) Reporting annually on Contractor's use of subcontractors and certification that all subcontractors are in compliance with the employment practices mandated by federal and state statutes and regulations;
- iv) Supporting Agency access to contractor's subcontractors, including project discussions;
- v) Acknowledging that any contractual relationship between subcontractor and the Agency shall not occur, and;
- vi) Obtaining Agency approval of all subcontracts or including consultant agreements prior to start of any work.

D. The Contractor shall establish clear reporting lines and transparency within this project organization.

E. Subcontractor and any consultant staff shall report to the Contractor's Contract

Manager. As such, subcontractors shall be managed according to the project plan tasks associated with their area of responsibility. The Contractor's Contract Manager shall serve as the single point of contact for the Agency regarding each of the services to be performed by the subcontractor and shall be responsible for the work and services performed. Each subcontractor or consultant shall be expected to adhere to the project standards and procedures. Each member of the project team shall undergo scheduled periodic performance evaluations, enabling the collective project team to perform at a high level and to identify poor performance. The Agency shall have the right to review any subcontractor contracts or consultant agreements to evaluate if they meet the minimum contractor qualifications.

4. Invoicing Schedule

4.1 Invoicing Schedule

This section addresses the overall invoicing schedule that will apply to individual Task Orders. The overall invoicing schedule for each Task Order will be documented in the individual Task Order.

A. Invoices shall be submitted within 10 days of the month following when work was performed. Invoices shall be sent to the Agency Contract Manager.

B. The Contractor shall only submit one invoice a month. Each Task Order shall be invoiced as a single line item with subline labor categories on the invoice identifying the Task Order Number, Task Order Name, subcategory by Labor Category actual hours, and dollar amount per labor category.

5. Detailed Technical Statement of Work

5.1 Requirements Matrix Table

The following Requirements Matrix Table details each requirement. The Contractor has accepted all Agency requirements as written in the table below. Not all requirements are necessarily pertinent to each Task Order. The Contractor's general approach documented below is provided for supplementary information and context. In the event of a conflict between the Agency requirement and the Contractor's solution, the Agency requirement shall prevail.

Table 5.1.1

	Requirement Family and Description		Requirement Description	Contractor Response
1	[Item 1]: Background and Experience	Contractor - Background	The Contractor shall submit a company summary including company history, office location(s), company size, financial summary from the most recent fiscal year (including total revenue, total liabilities, total assets, and net margin, not to exceed four (4) pages), and statement of technical areas of expertise. The Contractor must be able to substantiate to the satisfaction of the Agency that the Contractor has sufficient resources to complete the project successfully within the time requirements.	N/A - Requirement is relevant only to proposal evaluation
2	[Item 1]: Background and Experience	Contractor - Experience	The Contractor shall submit past performance summaries for three (3) projects of similar size and scope and provide corporate references for these projects. Corporate references include name, position/title, State, project, phone, address, email, summary of work performed, when, and where. Each corporate reference shall provide a letter addressing their experience with the company and what services were performed for them. If the Contractor is proposing Subcontractors, the Contractor shall include past performance summaries including the Subcontractor, or at least one additional past performance summary and corporate reference for the Subcontractor. Past performance summaries shall not exceed two (2) pages each.	N/A - Requirement is relevant only to proposal evaluation
3	[Item 1]: Background and Experience	Contractor - Experience	The Contractor shall identify any projects within the last ten (10) years where the Contract was canceled, terminated for cause, and any litigation related to Contractor's past performance.	No contracts terminated or litigated in the last decade or in our business history.

4	[Item 1]: Background and Experience	Contractor - Subcontractors	If the Contractor is proposing Subcontractors, the Contractor shall disclose the legal structure related to the Subcontractors and whether the Contractor has used proposed Subcontractors in the past. The Contractor shall provide a description of the nature and duration of the previous relationship(s) of all Subcontractors or third parties with the primary Contractor. The Contractor shall provide an explanation of any existing contractual relationships between the prime Contractor and Subcontractors or third parties proposed on this RFP.	We are not engaging any subcontractors for this opportunity.
5	[Item 1]: Background and Experience	Contractor - Subcontractors	The Contractor shall report annually to the Agency on its use of Subcontractors and certify that all Subcontractors are in compliance with the employment practices mandated by Federal and State statutes and regulations. Subcontractors must be held to the same standards as the Contractor, and the Contractor shall be solely responsible for all work performed under the Contract by subcontractors.	We are not engaging any subcontractors for this opportunity.
6	[Item 2]: Staffing Practices	Staff - Résumés	The Contractor shall provide brief résumés (no longer than three (3) pages per employee) for each person being proposed to fill staff augmentation positions. The résumé must clearly identify expertise in the functional areas listed in Section 6: Requirements/ Specifications – Responsibilities of Contractor. Specialized training courses will not be acceptable for the demonstration of expertise in the required areas. Proven work experience combined with related education and specialized training courses for the	N/A - Requirement is relevant only to proposal evaluation

			proposed key position, will be the means of substantiating expertise.	
7	[Item 2]: Staffing Practices	Staff - Résumés	The Contractor shall submit résumés for staff augmentation positions using the following format: Each work experience referenced in the résumé must include both the customer's name and the time period the person worked on the project, as well as a brief description of the scope of the project. In addition, the résumés must explain the role and responsibility of the person on the project. The résumé shall also identify work location. The Agency anticipates that staff personnel associated with these résumés will be the personnel working on the project, should the Contractor be awarded the contract.	N/A - Requirement is relevant only to proposal evaluation
8	[Item 2]: Staffing Practices	Staff - References	The Contractor shall submit two (2) professional references (1 of the 2 can be from a current employer) for each staff augmentation position proposed. References shall include reference name, title, phone number, and email address. The references provided shall be able to speak to relevant experience for the proposed key personnel for work completed no more than five (5) years prior to the date of this RFP.	N/A - Requirement is relevant only to proposal evaluation
9	[Item 2]: Staffing Practices	Staff - Future Staff	The Contractor shall provide résumés and references of any future staff proposed who have not been previously been reviewed and approved by the Agency. Résumés must be provided prior to task order creation.	We'll furnish resumes and references for any new staff proposed before task order creation, as per the requirement.
10	[Item 2]: Staffing Practices	Position Vacancies	The Contractor shall ensure that staff augmentation positions are filled at all times for the term of the task	We'll ensure continuous

			order, and personnel shall not be removed from the assignment without prior approval of the Agency, except for illness, death, misconduct, or resignation. The Agency must approve personnel assigned to the Contract.	staffing for the task order and seek Agency approval before making any changes, except in cases of illness, death, misconduct, or resignation.
11	[Item 2]: Staffing Practices	Position Vacancies	In the event that personnel resign or are terminated, the Contractor shall provide the Agency with immediate notice of the vacancy, and no longer than 24 hours after departure or resignation notice. A replacement shall be proposed within five (5) business days and the Agency will have the authority to approve proposed replacements of key personnel by the Contractor. The Contractor shall ensure that any replacement resources possess equal or greater skill level ability, experience, and qualifications as compared to the previous resource and shall provide a detailed résumé for the proposed replacement.	We'll promptly notify the Agency of any personnel changes, propose replacements within five business days, and ensure replacement resources meet or exceed the skills, experience, and qualifications of the previous resource.
12	[Item 2]: Staffing Practices	Position Removals	The Agency may request removal of any Contractor staff and Subcontractor staff (if applicable) from a task order. The Contractor must adhere to the request and replace staff within the time specified to fill vacancies.	We acknowledge the Agency's right to request removal of Contractor and Subcontractor staff from a task order and commit to promptly replacing staff as needed.
13	[Item 2]: Staffing Practices	Work Location	Contractor staff shall be located in the Continental United States, with legal status to work in the United States. Contractor staff must be available to work onsite at the Wyoming State Capitol Office complex located in Cheyenne,	We acknowledge the requirement for Contractor staff to be based in the Continental

			Wyoming as directed by the Agency with at least five (5) business days of advanced notice.	United States and have legal work authorization. They must also be available to work onsite at the Wyoming State Capitol Office complex in Cheyenne, with five (5) business days' notice.
14	[Item 2]: Staffing Practices	Work Location	The Contractor shall ensure all necessary resources work onsite at the Agency's office location when needed, any time during normal business hours (Monday through Friday, 8:00 AM-5:00 PM MT) and to attend meetings or participate in functions in support of their scope of work. At a minimum, these meetings and functions may include a project change advisory board, risk review meetings, root cause analysis sessions, integration planning, release planning, and operational readiness reviews. Temporary workspace and internet will be provided by the Agency.	We acknowledge the need for onsite work during normal business hours and attendance at relevant meetings and functions, with the Agency providing temporary workspace and internet access.
15	[Item 2]: Staffing Practices	Work Hours	The Proper's resources shall maintain a work schedule consistent with the needs of the task plan.	We acknowledge the requirement for our resources to maintain a work schedule consistent with the needs of the task plan.
16	[Item 2]: Staffing Practices	Work Hours	The Contractor's resources shall be available, with advance notice of at least three (3) business days, to work outside of normal business hours to accommodate tasks such as patching, releases, defect fixes, and	We acknowledge the requirement for resources to be available for tasks outside of normal business hours with advance

			go-live events. This is not a common occurrence.	notice of at least three (3) business days.
17	[Item 2]: Staffing Practices	Background Checks	The Contractor shall supply an attestation (written documentation) of a favorable Wyoming DCI background check and a national background check for felonies, at the expense of the Contractor for Contractor personnel who might reasonably be expected to access sensitive and confidential client data contained in any system accessed during the course of the Contract. The Agency may request the removal of staff for disqualifying offenses.	We acknowledge the requirement for background checks as outlined and commit to adhering to the instructed guidelines.
18	[Item 2]: Staffing Practices	Staff Qualifications	The Contractor shall be able to provide experienced and qualified professional resources to fill the specific positions to augment the Agency's resources.	Yes, we have proposed candidates according to the specifications outlined for the Staff Augmentation Labor Categories. If any additional positions arise beyond those mentioned, we are capable of meeting those requirements promptly while adhering to all the terms and conditions of the State of Wyoming. For more details on our Staffing Capabilities & Methodology, please Refer

				Staffing Methodology.
19	[Item 2]: Staffing Practices	Staff Qualifications	The Contractor's resources shall meet all Agency-identified skills and experience, and the Contractor shall submit, when directed by the Agency, the resume of the prospective resource and two references.	Our all proposed candidates meet the Agency's identified skills and experience. Resumes and two professional references for each proposed candidates are attached as requested in section 1.1.4: Resumes & Professional References.
20	[Item 2]: Staffing Practices	Staff Qualifications	The Contractor's resources identified for any given position should be legally authorized to work in the United States, and the Contractor should certify the work authorization with each resume submission.	Yes, our all-proposed candidates are legally authorized to work in the United States.
21	[Item 2]: Staffing Practices	Staff Supervision	The Contractor's resources assigned to a staff augmentation position will be supervised by Agency personnel in regard to their day-to-day duties. The Agency will define in the task order the supervisor for the position.	We have no objection to the Agency supervising the day-to-day duties of our assigned resources as outlined in the task order.
22	[Item 2]: Staffing Practices	Contract Manager	The Contractor shall propose a Contract Manager that will represent and oversee all contractual aspects of the project. This individual shall oversee invoices, negotiate task orders, and fill task order positions. This individual shall be authorized to negotiate contract terms and conditions and shall serve as the focal and contact point for all day-	We have proposed Brijesh Ravi as a Contract Manager. For more details and resume, please refer 1.1.6: Single point of contact.

			to-day contractual matters relating to the execution of the project contract. This resource shall have the contractual authority to make decisions that are binding on the Contractor. The Contractor shall provide an individual résumé, list of their qualifications, relevant certifications, and degrees, three (3) years of experience as a contract manager, current work assignments (client name), and home office location.	
23			Project Manager position not awarded. Requirement number retained simply for continuity.	
24			Project Analyst position not awarded. Requirement number retained simply for continuity.	
25			Technical Manager position not awarded. Requirement number retained simply for continuity.	
26			Enterprise Architect position not awarded. Requirement number retained simply for continuity.	
27	[Item 3]: Staff Augmentation Labor Categories		The Business Analyst shall be able to evaluate data collected through task analyses, business processes, surveys, and workshops, as well as prepare and deliver recommendations during the development process to enable the Agency's business needs. The analyst shall have the ability to prepare detailed project documentation, and document results of analysis and workflows. The Analyst shall design and execute test scripts and test scenarios, and coordinate with the business units during the testing and validation of new applications and	We have proposed Manoj Nagarajan as a Business Analyst.

			services as well as enhancements to existing applications and services.	
28			UAT Testing Manager position not awarded. Requirement number retained simply for continuity.	
29			UAT Tester position not awarded. Requirement number retained simply for continuity.	
30			Security Specialist position not awarded. Requirement number retained simply for continuity.	
31			Security Architect position not awarded. Requirement number retained simply for continuity.	
32			Document Manager position not awarded. Requirement number retained simply for continuity.	

6. Wyoming Enterprise Informational Technology and Wyoming Department of Health Standards

6.1 Standards and Policies Agreement

A. The Contractor agrees to follow all policies and procedures specified by the Wyoming Enterprise Technology Services Department and detailed in the following link: <https://ets.wyo.gov/resources/policies-standards>

B. The contractor agrees to follow all Wyoming Department of Health policies and procedures related to privacy and security, which will be shared with the staff augmentation resource prior to execution of a task order.

**ATTACHMENT B
BUSINESS ASSOCIATE AGREEMENT BETWEEN
THE STATE OF WYOMING DEPARTMENT OF HEALTH, DIVISION OF
HEALTHCARE FINANCING AND
V GROUP INC.**

1. **Parties.** The parties to this Business Associate Agreement (Agreement) are The State of Wyoming Department of Health, Division of Healthcare Financing, whose address is: 122 West 25th Street, 4 West, Cheyenne, WY 82002 (Covered Entity), and V GROUP INC. whose address is: 379 Princeton-Hightstown Road, Building 3, Suite 2A, East Windsor, NJ 08520 (Business Associate). In this Agreement, Covered Entity and Business Associate are each a “party” and, collectively, are the “parties.”
2. **Purpose of Agreement.** This Agreement seeks to ensure the privacy and security of protected health information as required by 45 C.F.R. Parts 160, 162, and 164, as well as more stringent applicable Wyoming state law.
3. **Definitions.**
 - A. **Catch-all definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
 - B. **Specific definitions.**
 - (i) **Business Associate.** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean V GROUP INC.
 - (ii) **Covered Entity.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean The State of Wyoming Department of Health, Division of Healthcare Financing.
 - (iii) **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164. For purposes of this Agreement, the term also includes applicable Wyoming state law that is more stringent pursuant to 45 C.F.R. § 160.203, as relevant, including, but not limited to, Wyo. Stats. §§ 9-2-125, 9-2-126, 35-4-132, 42-4-112, and other state statutes and rules respecting the privacy of individuals.

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). Once this Agreement becomes effective, it shall remain effective until it is terminated under the terms of this Agreement or on the date the Covered Entity terminates as authorized in Subsection D of Section 8, whichever is sooner.
5. **Obligations and Activities of Business Associate.** Business Associate agrees to:
- A. Not use or disclose protected health information other than as permitted or required by this Agreement or as required by law.
 - B. Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement.
 - C. Report to Covered Entity any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 C.F.R. § 164.410, and any security incident of which it becomes aware. The report of such use, disclosure, potential breach, or security incident to Covered Entity must be made within forty-eight (48) hours of discovery in writing by emailing the incident details to jessica.binning4@wyo.gov and wdh-hipaa@wyo.gov. Upon report, Business Associate shall comply with Covered Entity's requests for additional information, including completion of forms provided by Covered Entity. At Covered Entity's discretion, Business Associate shall handle the required breach notifications to individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on behalf of Covered Entity, including covering the costs of such notifications.
 - D. In accordance with 45 C.F.R. §§ 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 Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
 - E. Make available protected health information in a designated record set to the individual or the individual's designee as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524. Business Associate shall require the individual or the individual's designee to submit access requests in writing. Business Associate shall respond to a written access request as soon as reasonably practicable, and in no circumstance later than thirty (30) calendar days.
 - F. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526. If Business Associate receives a request to amend protected health information directly, Business Associate shall notify Covered Entity within three (3) business days.

- G. Maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528. Business Associate shall comply with Covered Entity's request for such information within seven (7) business days following Covered Entity's request. If Business Associate receives a request for an accounting of disclosures directly, Business Associate will notify Covered Entity within three (3) business days.
- H. Comply with the requirements of Subpart E of 45 C.F.R. Part 164 that apply to Covered Entity to the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E in the performance of such obligations.
- I. Make its internal practices, books, and records available to the Secretary and Covered Entity for purposes of determining Business Associate and Covered Entity's compliance with the HIPAA Rules. Business Associate shall inform Covered Entity if Business Associate provides such information to the Secretary.
- J. Conduct electronic transactions covered by 45 C.F.R. Part 162 as a standard transaction, and ensure that any agents, including subcontractors, also process electronic transactions as required therein.
- K. Provide notice within seven (7) business days of any event that triggers Business Associate's obligation to notify Covered Entity unless otherwise provided.

6. Permitted Uses and Disclosures by Business Associate.

- A. Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Contract between the parties into which this Agreement is incorporated.
- B. Business Associate may use or disclose protected health information as required by law.
- C. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.
- D. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in Subsections E, F, or G of Section 6.
- E. Business Associate may use protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

- F. Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- G. Business Associate may provide data aggregation services relating to the health care operations of Covered Entity.

7. **Responsibilities of Covered Entity.** Covered Entity agrees to:

- A. Notify Business Associate of any limitation in the notice of privacy practices of Covered Entity under 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- B. Notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes affect Business Associate's use or disclosure of protected health information.
- C. Notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.
- D. Not request Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity, except for data aggregation or management and administrative activities of Business Associate.

8. **General Provisions.**

- A. **Amendments.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- B. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- C. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

D. Termination. This Agreement may be terminated by Covered Entity without cause in accordance with the terms and procedures outlined in the Contract, or by Covered Entity immediately for cause if Covered Entity determines Business Associate has violated a material term of this Agreement.

(i) Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

(a) Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(b) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that Business Associate still maintains in any form;

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in Paragraph (i), for as long as Business Associate retains the protected health information;

(d) Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Subsections E, F, G in Section 6 which applied prior to termination; and

(e) Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(ii) Survival. The obligations of Business Associate under Paragraph (i) shall survive the termination of this Agreement.

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