



Solicitation Information
Wednesday, March 20, 2013

Request for Proposals # 7461348

TITLE: Rhode Island Health Insurance Contact Center

Submission Deadline: Wednesday, April 17, 2013 @ 11:00 AM (EST)

PRE-BID/ PROPOSAL CONFERENCE: Yes

DATE: Tuesday, April 2, 2013 @ 1:00 PM (EST)

MANDATORY: No

LOCATION: Department of Administration, Division of Purchases (2nd fl), One Capitol Hill, Providence, RI – Conference Room C

Questions concerning this solicitation must be received by the Division of Purchases at david.francis@purchasing.ri.gov no later than **Thursday, April 4, 2013 @ 10:00 AM (EST)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP # on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: No

BID BOND REQUIRED: Yes

David J. Francis

Interdepartmental Project Manager

Vendors must register on-line at the State Purchasing Website at www.purchasing.ri.gov

Note to Vendors:

Offers received without the entire completed four-page Rhode Island Vendor Information Program (RIVIP) Generated Bidder Certification Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

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Section 1 – Introduction

The State of Rhode Island, Division of Purchases (“Division”), on behalf of the Division of the Rhode Island Health Benefits Exchange in the Office of the Governor Lincoln Chafee (“Exchange”) – in collaboration with the Office of the Health Insurance Commissioner (OHIC), Executive Office of Health and Human Services (EOHHS), and the Department of Human Services (DHS) – is requesting proposals in the form of a Request for Proposals (“RFP” or “Request”) from qualified firms to establish a contact center and perform the following 3 major services for the State:

1. Contact Center Operations
2. Technical Requirements
3. Administrative Responsibilities

This procurement for Rhode Island’s Health Benefits Contact Center will be conducted in accordance with the State’s General Conditions of Purchase available at www.purchasing.ri.gov and the attached terms and conditions of Appendix D.

This is an RFP; responses will be evaluated on the basis of the relative technical merits of the proposals received in addition to cost. There will be no public opening and reading of the responses received by the Division pursuant to this RFP, other than to name those vendors who have submitted requests for proposals. Qualified vendors responding to this RFP may be invited to demonstrate their Contact Center operations to key State Technical Evaluation Team members during Oral presentations.

1.1 Instructions and Notifications to Vendors:

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content shall be borne by the vendor. The State assumes no responsibility for these costs. Therefore, the Division, the Exchange, the OHIC, the EOHHS or the DHS, or any other body of the State of Rhode Island, shall not be responsible in any way, for reimbursement or otherwise, for the Bidder’s costs incurred by a Bidder in this procurement process.
4. Acceptance Period: In consideration of being allowed to submit a proposal, a submitted proposal shall remain valid from the proposal submission date through the first to occur of (i) the date of contract execution, (ii) the date the RFP is cancelled (which the Division may do at any time, in accordance with R.I. Gen. laws § 37-2-23), or (iii) one (1) year after the due date for proposals. Proposals containing an acceptance period of less than the aforementioned period shall be automatically disqualified and rejected. Proposals are

considered to be irrevocable and may not be withdrawn, except with the express written permission of the State Purchasing Agent.

5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
6. Proposals misdirected to other state locations, or which are otherwise not present in the Division at the time of opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division.
7. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.
8. All proposals should include the vendor's FEIN or Social Security number as evidenced by a W9, downloadable from the Division's website at www.purchasing.ri.gov. **Please include only one (1) W-9** in the original proposal.
9. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.
10. Vendors are advised that all materials submitted to the State for consideration in response to this RFP may be considered to be Public Records as defined in Title 38, Chapter 2 of the General Laws of Rhode Island, and may be released for inspection immediately upon request after an award has been made. Prior to an award and at the time of proposal submission, only the name and location (State) of a Bidder will be made public. In its response to this RFP, each Bidder may designate any portion(s) of its proposal the Bidder deems proprietary or confidential, and which the Bidder believes to be exempt from disclosure, citing the specific statutory authority upon which it relies. A Bidder's assertion of exemption will not be binding on the Division, but will be considered as in responding to an "Access to Public Records Request." If a Bidder does not appropriately designate confidential or proprietary portions of its proposal or fails to provide valid legal authority for such designation, all portions of the Bidder's proposal may be subject to disclosure.
11. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
12. Equal Employment Opportunity (G.L. 1956 § 28-5.1-1, et seq.) – § 28-5.1-1 Declaration of policy – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies to all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Opportunity Office at (401) 222-3090.
13. In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to

transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the successful vendor(s).

14. The vendor should be aware of the State's Minority Business Enterprise (MBE) requirements, which address the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information, contact the MBE Administrator at (401) 574-8253 or visit the website www.mbe.ri.gov or contact charles.newton@doa.ri.gov.
15. Rejection of Proposal, including for Material Changes to the attached Contract:
Issuance of this RFP in no way constitutes a commitment by the Division to award a contract. The Division, in accordance with R.I. Gen. Laws 37-2-23, reserves the right to cancel the solicitation and/or reject some or all proposals received in response to this RFP if the Division determines that it is in the best interest of the State to do so. IN ADDITION, THE DIVISION MAY REJECT ANY PROPOSAL WHICH IS CONDITIONAL, INCOMPLETE, OR CONTAINS ONE OR MORE MATERIAL DEVIATIONS FROM THE TERMS AND CONDITIONS OF THE RFP OR THE DRAFT CONTRACT ATTACHED TO AND INCORPORATED AS PART OF THIS RFP. If the Division determines, in its sole discretion, that all Bidders fail to meet one or more of the mandatory requirements, the Division may elect to continue the evaluation of the proposals and to select the proposal which maximizes the benefits to the Exchange.
16. Restrictions on Communications – No Bidder-initiated contact, other than normal business activities not associated with this procurement, will be allowed after the issuance of this RFP between Bidders and members of the State-commissioned evaluation team, staff of the Exchange, staff of the OHIC, staff of the EOHHS and/or staff of the DHS, except as specified in Section 5 below. Any such other contact shall be considered improper and may disqualify a Bidder from further consideration. The appropriate channel to direct any communications, concerns or questions regarding the RFP is through the email address provided on page one (1) of this RFP.
17. State employees are subject to the Rhode Island Code of Ethics, R.I. Gen. Laws § 36-14-1 et seq., § 36-14.1-1 et seq. and Sections 2 (Procurement Structure and Accountability) and 3 (Code of Ethics) of the State Procurement Regulations. Therefore, any gift or employment offer or proposing any business arrangement whatsoever to any member or employee of the State-commissioned evaluation team, the Exchange, the OHIC, the EOHHS and/or the DHS may be inappropriate. A Bidder making any such inappropriate offer or proposition may be disqualified from further consideration and/or may be otherwise sanctioned in accordance with State Procurement Regulations.
18. Non-Exclusive Rights: Nothing in this RFP or any contract resulting from this RFP (unless expressly so stated), shall establish the successful Bidder as the exclusive provider to the Division, the Exchange or the State of Rhode Island, of any products or services. The Division, the Exchange and the State of Rhode Island shall not be precluded from purchasing or otherwise obtaining contact center services from one or more third parties for use with another State program or as an integral part of the services to be provided pursuant to this RFP.
19. Non-Material and Material Deviations: Failure to furnish all required information or to follow the format specified in this RFP may disqualify a proposal. The Division may or may

not (in its sole discretion) waive any material or non-material deviation in a proposal. The Division's waiver of any deviation shall not modify the RFP requirements nor excuse the proposing Bidder from full compliance with the Contract requirements.

20. Amendments to the RFP: The Division reserves the right to amend the RFP at any time prior to submission. Any amendments will be posted on the Division's website in the form of an addendum.
21. If a Bidder fails to notify the Division contact person of an error in this RFP which was known or reasonably should have been known to the Bidder, the Bidder shall submit a response at the Bidder's own risk. If awarded the contract, the Bidder shall not be entitled to additional compensation or performance time by reason of the error or its later correction.
22. Bid Bond: Each Bidder must submit with its proposal a fixed fee bid bond (or bank or certified check made payable to the State of Rhode Island) in the amount of one hundred thousand dollars (\$100,000), to guarantee (i) the availability of the goods and services offered by the Bidder in its proposal and (ii) that the Bidder, if selected for award of a contract, will enter into a contract in form and substance not materially different from the contract attached to and incorporated into this RFP. If a bid bond (as opposed to a bank or certified check) is submitted, it must be in form and substance, and issued by an issuer, acceptable to the Division. The bid bond (or bank or certified check) must remain in valid and in effect until the first to occur of (i) the execution of a contract arising out of this RFP; (ii) the cancellation of this RFP; (iii) an announcement by the Division that no contract will be awarded based on this RFP; and (iv) that date that is 120 days after the date by which proposals were due to be submitted. Bid bonds (and bank or certified checks) will be returned to Bidders immediately upon the execution of the contract arising out of this RFP. The bid bond (or bank or certified checks) of the successful Bidder will be forfeited to the Division if the successful Bidder fails to execute a contract, in form and substance not materially different from the contract attached to and incorporated into this RFP, when required to do so by the Division.
23. Contract Execution: Failure or refusal on the part of the intended selected Bidder to execute a contract in form and substance not materially different from the contract attached to and incorporated into this RFP within ten (10) State working days of submission of the contract to the intended selected Bidder for signature may be treated by the Division as a repudiation of the contract. The Division may then either (i) select the proposal submitted by a responsible Bidder whose proposal conforms to the requirements of this RFP and represents the next best proposal maximizing the benefits to the State of Rhode Island; or (ii) reject all proposals.

1.2 Procurement Schedule *

RFP Issued	Wednesday, March 20, 2013
Questions Regarding Proposal	Thursday, April 4, 2013@ 10:00 AM (EST).
Pre-Proposal Conference	Tuesday, April 2, 2013 @ 1:00 PM (EST)
Proposal Due Date	Wednesday, April 17, 2013 @ 11:00 AM (EST)
Oral Presentations for Selected Finalists	Week of April 29 th , 2013
Vendor Award	May 2013
Anticipated Contract State Date	June 1, 2013
Open Enrollment for Coverage Begins	October 2013

*This is a tentative schedule subject to change at the sole discretion of the state.

Section 2 – Background

The State of Rhode Island is designing and implementing a Contact Center in accordance with the Affordable Care Act (ACA), which was signed into law in 2010 by President Obama. The ACA creates an opportunity to reform the health insurance marketplace in order to provide all Americans with quality, affordable health insurance coverage.

Establishing a State-based Health Benefits Exchange is one tool established by the ACA to implement these reforms. In essence, the Exchange is an organized marketplace to help consumers and businesses buy health insurance in a way that permits easy comparison of available plan options based on price, benefits, and quality through a web portal. Exchanges will offer “Qualified Health Plans” to individuals, families, employers and their employees. Under the ACA, states are required to prove “operational readiness” for certification as a state-based Exchange before January 1, 2013, and begin enrolling individuals and businesses in coverage through a web portal on October 1, 2013, with coverage beginning January 1, 2014. A link to the strategic plan developed by Rhode Island’s Exchange Advisory Board that details the vision, mission, principles, and goals for the Exchange is included in Appendix A to this RFP.

Uninsured individuals and families with income between 133% and 400% of the federal poverty level (FPL) will be eligible to purchase coverage through the new Exchange, and receive an advance tax credit to make the coverage more affordable. The Exchange will offer coverage without tax credits for individuals over 400% FPL. Additionally, the Exchange will offer coverage to eligible employers and their employees.

The Affordable Care Act expands Medicaid eligibility. Effective on January 1, 2014 Medicaid may expand and become available for the first time to individuals without minor children earning less than 133 percent of the federal poverty level (FPL). Rhode Island currently provides Medicaid coverage to parents with minor children up to 175 percent of the FPL through Rite Care, which is Rhode Island’s Medicaid Managed Care program for children and families. Rhode Island has not yet determined if parents whose income is 133-175 FPL will be covered through Medicaid in 2014. Children and pregnant women in Rhode Island are currently eligible for Rite Care coverage up to 250 percent of the FPL.

The ACA requires states implementing a State-based Exchange to provide consumers with a toll free hot line to assist with health care coverage inquiries. The ACA and related federal guidance sets the foundational layer of requirements for states; Rhode Island has developed additional state-specific requirements as documented throughout this RFP.

Exchange customer assistance activities must be coordinated with the Office of the Health Insurance Commissioner (OHIC), which has sole jurisdiction over the regulation of health insurance issuers (RI General Laws 42-14-5(c) and (d)).

While the ACA provides states with significant latitude in how to implement the reforms, it sets forth expectations regarding streamlined consumer-mediated eligibility and enrollment processes, systems architecture and security, coordination among publicly funded health coverage programs, sharing of technology assets among states, and more.

2.1 Strategy: Rhode Island’s Customer Experience

Building a fully integrated customer support infrastructure for all Rhode Islanders is essential to

successfully implementing the ACA. Customers will be able to find coverage options and assistance through a Web Portal, Contact Center and In Person Assistance. These three channels will be aligned and held to the same standards of excellent service to provide a seamless customer experience.

The Advisory Board to Rhode Island's Exchange captured the importance of superior customer experience throughout the Strategic Plan. Key excerpts from the strategic plan relevant to the implementation of the Contact Center include:

- **Mission:** The Rhode Island Health Benefits Exchange will serve as a robust resource for Rhode Islanders and Rhode Island businesses to learn about and easily compare the quality and affordability of their health insurance options, enroll in coverage and, if eligible, access tax credit for coverage.
- **The Exchange's Advisory Board has developed 8 principles - and the first is Exceptional Customer Experience:** The Exchange will be consumer-driven, present meaningful consumer choice and will be a user-friendly tool that meets the needs of those it serves.

The Advisory Board's full Strategic Plan is available through a link provided in the Bidder's Library (Section 8 - Appendix A).

In order to fulfill this principle for Exception Customer Service, Rhode Island's interagency team has developed Goals for Customer Service in Rhode Island.

Customer Service in Rhode Island means:

- Shared technology and key customer information across service areas
- A skilled and well trained workforce with members who are proactive, excel at problem solving and treat customers with dignity and respect
- A management team that actively works with staff to assess and continuously improve the customer experience
- Tiers of support and multiple channels that match each customer's needs, including web, phone, in person, fax, mail, live chat, email and text.
- "No Wrong Door" service – customers can enter through any program and find the coverage that best meets their needs, in a manner that instills confidence in consumers that the State understands the long-term view of their interactions with the State for health coverage
- Integrated customer experience across all channels and service staff, to all individuals, families, small businesses and their employees.
- Additional support for customers who are deaf or hearing impaired, have a physical or learning disability, low literacy level, speak a different language, or varying cultural backgrounds
- Unbiased support, guiding and directing customers without recommending specific plans or providers

- One stop shopping, minimal transfers, easy transition across channels and agencies
- Use of existing customer support systems and resources
- Meeting and exceeding ACA requirements
- Building an effective customer protection program in Rhode Island

Rhode Island is seeking to partner with a vendor that will embody this mission and the principles that have been described above. Vendors should consider how they would support this strategy and why they would be a good fit for this important role, and specifically speak to this in their technical response.

2.2 Strategy: Rhode Island Customers Supported by the Contact Center

Rhode Island envisions a Contact Center that will be used as a resource by all residents, serving those with diverse backgrounds and income. Contact Center operations staff will provide full service and support to match customer preferences, such as phone, email and live chat. The customers most likely utilize the Contact Center will be:

- Employers and their employees
- Individuals and Families eligible for:
 - Exchange-based tax credits
 - Modified Adjusted Gross Income (MAGI) Medicaid
 - Coverage without tax credits
- Navigators, brokers and other assisters

Supporting these varied customers will require knowledge of all health coverage and dental programs offered in Rhode Island including Medicaid and Exchange offerings. As a result of the new coverage options available through the ACA, some families may be mixed across programs; for example, a family may have a child enrolled in RItE Care, which is Rhode Island's Medicaid Managed Care program for children and families, and a parent covered by an Exchange plan with an advanced tax credit. In addition, these families may move across programs with some frequency. They will need assistance determining how and when they become eligible and enroll into the coverage that best meets their needs, as well as how to obtain services. Seamless, integrated customer service will be essential to these families.

In addition, the Contact Center will provide the same superior customer experience to all individuals seeking coverage, regardless of source or amount of financial assistance for which they may qualify – whether they enter the process through the Exchange, Medicaid, the Department of Human Services (DHS), or as an employer or employee.

The Contact Center will support inquiries from issuers for the purpose of confirming or reconciling enrollment information about enrollees. The Contact Center will also assist state agencies for inquiries, reports, operations, etc.

2.3 ACA Operations and Technology Implementation To Date: Unified Health Infrastructure Project

Rhode Island's interagency team developed an integrated vision for serving individuals and

families eligible for Medicaid/CHIP and commercial-based Qualified Health Plans through a single technology solution. In order to maximize efficiency among affected programs, Rhode Island is implementing an integrated technology system that will support the Health Benefit Exchange, Medicaid, and other human services programs that must be ready for open enrollment in October 2013. This implementation effort is referred to as the Unified Health Infrastructure Project (UHIP). In April 2012, Rhode Island released the RFP to build and maintain the UHIP technology infrastructure (RFP# 7449637, link provided in the Bidder's library).

The UHIP technology procurement included integrated eligibility, a web portal, plan browsing, selection and enrollment, billing and payment, financial management and federal reporting. The Contact Center provider will be required to interface with these systems in order to access account information from the system to support and resolve contacts from customers.

As part of UHIP, Rhode Island is creating a web portal that will serve as a robust marketplace for all Rhode Islanders to identify insurance coverage options and provide an online "store" for those eligible to receive or purchase coverage.

A name, logo and brand will be identified for the Exchange and the programs that it represents. For the purposes of this RFP, the web portal will be referred to as the Health Benefits Web Portal. The Health Benefits Web Portal will have at least the following capabilities for all programs offered:

- General education and shopping for coverage
- Eligibility screening
- Eligibility determination and redetermination
- Exemptions from coverage mandate
- Health Plan and Dental Plan Selection and Enrollment
- Basic Invoice, Billing, Payment Inquiries
- Post enrollment support: Benefit, network, coverage inquiries
- Customer Account Changes (e.g. address, income, dependents)
- Complaint or appeal filing, tracking, and support
- Support for Navigators, Brokers, Issuers and other state agencies

The contact center will fully support consumers who need assistance with services available through the web portal.

2.3.1 UHIP Phased Approach

The new UHIP technology will be implemented in two phases.

- Phase 1 includes core functionality to support MAGI-based Medicaid, Exchange programs, including premium tax credits, cost sharing reductions and Small Businesses. Phase 1 will be launched by October 1, 2013.
- Phase 2 includes core functionality to support non-MAGI-based Medicaid and other human services programs, including SNAP, TANF (Rhode Island Works), Child Care, General Public Assistance, and State Supplemental Payments for Social Security's Supplemental Security

Income (SSI) and state only supplemental payments. Phase 2 implementation will be completed by April 30, 2015.

Currently the scope of work for this RFP includes services for new Phase 1 populations and programs. As Rhode Island moves into Phase 2 and makes additional programs and services available online, the State may work with the Contact Center vendor to provide support for those customer inquiries as well.

2.3.2 Rhode Island Coverage Projections

The State has documented current population estimates by insurance status and income that may be served by the Contact Center, as shown in the diagram below:

Current Rhode Island population estimates by insurance status and income
(American Community Survey Data from 2011; #s shown in thousands shown below)

Insured Population						Uninsured population			
Self Insured Large Group (257)	Large Group Fully Insured >50 (267)	Small Group Fully Insured <50 (80)	Individual Coverage (15)	Medicaid (191)	Over 65 (125)	Income b/t 139% - 400% FPL (38)	Income >400% FPL (9)	Income <138% FPL (62)	Other (7)

The State anticipates that any Rhode Islander could utilize the web portal and Contact Center for services described in Section 3: Scope of Work. The populations shown in purple in the diagram above will be eligible for new health coverage, and may likely be heavier users of the Contact Center, at least initially. Rhode Island would like vendors to apply their own expertise and industry experience in the development of their proposals to estimate the number of calls they expect to handle on a regular basis using the above estimates.

Various events will affect call volume, including open enrollment periods for Exchange programs, marketing and outreach campaigns, media attention, etc. Rhode Island will alert the Contact Center to those events and their potential impact on call volume. Of particular importance, the Contact Center will launch during the first open enrollment period from October 2013 to March 2014. It is critical to Rhode Island that customers have a positive first experience with the Exchange. To that end, vendors must have flexibility and scalability to staff accordingly and meet the somewhat unpredictable demands as the program begins rolling out in October 2013. In their technical proposal, vendors should explain how they plan to handle call overflow, including response times, capacity and any related costs.

Section 3 – Scope of Work

Through this RFP, Rhode Island is soliciting proposals from vendors to implement and operate Rhode Island’s Contact Center. Vendors shall furnish the necessary services, personnel, materials, technology, equipment, and facilities as needed to perform the services under this RFP.

The Contact Center will support Rhode Island customers, as described in Section 2 – Background, “Strategy: Rhode Island Customers Supported by the Contact Center”.

As described throughout Section 3: Scope of Work, the Contact Center must deliver on the following three capabilities (identified as “tasks” throughout this RFP):

1. Operational
2. Technical
3. Administrative

In addition to the description throughout Section 3: Scope of Work, specific requirements for these capabilities are detailed in the attached Contact Center Requirements Matrix in Appendix C.

In their proposal, bidders shall respond with their approach to executing this scope of work. Bidders must also respond to each requirement in Appendix C with whether or not the vendor can provide Rhode Island with the capability in full or in part, and their proposal for how they will provide the capability, including examples of current practice. In addition, vendors must respond to each service level agreement (SLA) proposed in Appendix C, and propose any additional SLAs for the State’s consideration.

3.1 Task 1: Contact Center Operations

The Contact Center will facilitate services based upon customer requests, which will result from phone calls, email, US mail, fax, live chat, text, and walk-ins. As noted, Contact Center staff will provide education and assistance to customers in a variety of health care affordability programs (Exchange, Medicaid, Small Business, etc.) and support services available through the RI Health Benefits Web Portal. Major responsibilities required to service the customers using those programs and services include, but are not limited to, the following:

- Track all customer encounters in a Customer Relationship Management (CRM) solution (or system) provided by the Contact Center vendor
- Record all telephone, web, email, live chat inquiries
- Process incoming mail
- Provide and utilize an Interactive Voice Response (IVR) system to facilitate automatic selection of the core contact center services
- Provide assistance navigating the web portal, assist with information on cost sharing and premium tax credit eligibility, plan browsing and comparisons
- Assist individuals with applying for health coverage
- Provide information on Qualified Health Plan (QHP) offerings, including provider networks

and basic benefit information

- Provide information on dental plan offerings
- Educate clients on premium payments for those required to contribute to health insurance premiums
- Facilitate acceptance of payments through various means (credit, debit or other forms of electronic payment deemed acceptable by the Exchange), in accordance with procedures established by the State and the State's financial management vendor under the UHIP contract
- Respond to inquiries related to eligibility status, enrollment status, and change in circumstances
- Research and work to resolve client questions, issues and account discrepancies
- Assist/educate customers on program eligibility appeals and Exchange and Medicaid program complaints
- Assist customers who wish to seek a certificate of exemption from the individual mandate
- Provide Spanish and Portuguese speaking staff in the Contact Center to support customers fluent in these languages/cultures and all other language translation through a language line service
- Facilitate service needs of the disabled, those customers with cultural differences, learning barriers, lower literacy levels, the deaf and hearing impaired (through the usage of TDD/TTY technology) and other special and distinct support needs
- Identify customers who require assistance from other organizations and refer as needed to other state agencies, issuers, Consumer Assistance Programs (CAPs), Navigators/Brokers, providers, etc.
- Work with Premium Billing vendor to solve customer issues in a seamless and coordinated manner
- Fulfill client requests for mailed or electronically delivered correspondence or documentation on an as needed basis.
- Perform all necessary post call processing; research, callbacks, inquiries to billing vendor or other agencies in order to fully resolve customer issues to 100% satisfaction.

3.1.1 Key Functions

The Contact Center staff will provide assistance to a range of users, including: individuals, employers, employees, Navigators, brokers, issuers, and State agencies. They will receive the following types of inquiries regarding health care affordability programs and services available on the web portal. This is an illustrative but not exhaustive list of examples:

Typical Inquiries:

- *General health insurance/ health reform inquiries* – Responding to general questions about health coverage programs, how to access the information on the web portal, basics on the Affordable Care Act, Health Benefit Exchanges, Medicaid, and general benefit inquiries.
- *Eligibility Screening* – Providing assistance with applications, collecting the necessary eligibility data, and coordinating verification of that data.
- *Automated Eligibility Determination* – Providing assistance with determinations automatically processed in the UHIP technology system once data about an individual is entered.
- *Impartial advice on Plan Shopping and Selection* – Answering questions about available health plan and dental plan offerings, health plan ratings, covered services, price comparisons, and provider networks. Providing general assistance understanding coverage options.
- *Enrollment* – Responding to requests to enroll in a health plan and calls to confirm enrollment start date, as well as enrolling and renewing participants in a plan.
- *Certificate of Exemption* – Providing assistance with inquiries regarding exemption from coverage under the individual mandate.
- *Recertification and Enrollment Renewals* – Providing assistance for individuals, employers, and employees who will renew coverage on an annual basis, including transfers from one health plan to another if requested.
- *Advanced Premium Tax Credits (APTCs) and Cost Sharing Reductions* – Respond to questions about APTC or cost sharing reductions, fees and payments to issuers, and use of the premium calculator.
- *Premium payments* – Answer questions about premium amounts, payment due dates, invoice and payment discrepancies, receipts, investigations, and any other financial inquiries using information provided from the financial management vendor under the UHIP contract.
- *Changes to Customer Accounts* – Handling address, income changes, qualifying events, and any other changes reported by the customer.
- *Appeals* – Assist customers who wish to file an appeal regarding eligibility; identify appeals that can be resolved informally as well as those that need to be referred to another agency or state Consumer Assistance Program; identify escalated issues that need priority handling; provide full-service resolution of the issues underlying already filed appeals or potential appeals, including proactive outreach to appellants, in close cooperation with state officials
- *Complaints* – Assist customers in documenting and resolving complaints regarding their customer experience and services received through the Health Benefits Web Portal and supporting functions. Process complaints according to Rhode Island state guidelines, and identify and refer complaints that belong with issuers or other state agencies for resolution.

- *Referrals* – Provide referrals and/or warm transfer of appropriate inquiries to DHS, Medicaid, OHIC offices, issuers, and others.

Many inquiries regarding Medicaid eligibility, application assistance and recertification currently are taken in at the DHS Field Offices. These offices will continue to provide assistance for customers along with the newly created Contact Center, which is aimed at supporting the many Rhode Islanders newly eligible to enroll in coverage.

Many inquiries and complaints regarding commercial insurance eligibility, enrollment, terminations and adverse benefit determinations currently come into OHIC. OHIC will continue to provide assistance for customers and enforcement of consumer protection laws and regulations along with the newly created Contact Center, which is aimed at supporting the many Rhode Islanders newly eligible to enroll in coverage as well as Rhode Islanders already enrolled in commercial health insurance coverage.

3.1.2 Organization of Work

Rhode Island seeks to create a customer experience that integrates self-service, phone and in person support to answer and address customer needs quickly and efficiently. In addition, seamless coordination between the Contact Center, other state agencies and service partners will be essential to providing excellent service and is a requirement of this procurement.

The table below provides an example of types of calls that will come into the Contact Center and when they may be referred or investigated through partner agencies or other state vendors.

Functions	Contact Center	Referrals/Inquiries to Other Agencies
General Education/Health Coverage or Health Reform	X	
Anonymous Application Assistance/Eligibility Screening	X	
Automated Eligibility Determination	X	Complex Medicaid issues referred to DHS
Guidance on Plan Comparisons	X	Detailed benefit and provider questions referred to Carriers
Enrollment	X	
Certificate of Exemption	X	
Recertification	X	Complex Medicaid referred to DHS
Tax Credits	X	
Premiums/Billing	X	Acceptance of credit card or other finance information referred to the UHIP vendor; RIte Share-specific inquiries referred to Medicaid

Functions	Contact Center	Referrals/Inquiries to Other Agencies
Changes to customer account	X	Complex Medicaid referred to DHS
Appeals/complaints	X	Referred to OHIC/ Community Agency/DHS Field Office/Issuers

The Contact Center must ensure smooth transitions for customers who need to be referred to other program areas (DHS Field Offices, OHIC), health plans, community agencies, Navigators, brokers, and Issuers.

In the technical proposal, the vendor is encouraged to suggest ideas for distributing and routing calls based on their experience, industry best practice and Rhode Islanders' needs as well as ideas around ensuring smooth and seamless workflows across agencies.

3.1.3 Partnership With Other Organizations

The Contact Center shall establish relationships and procedures with the third party organizations (i.e. premium billing and collections vendor, the organization under contract with OHIC to support consumers through the formal complaints and appeals process, etc.) identified in the above table in order to serve customers effectively when transfers or coordination to resolve customer issues are necessary. The Contact Center must clearly understand the roles and responsibilities of these other organizations in order to determine when and how to connect the customer to services that will meet their needs and resolve their inquiry.

3.1.4 Specialized Queues/Warm Transfers

The Contact Center will receive calls from others providing service, such as Navigators or Brokers assisting a customer, Issuers transferring from their Contact Center, and DHS Field Office staff with inquiries. Vendors should propose ways in which they would support these needs in the Contact Center, so that these service providers receive expedited access to the customer service agent without the customer having to call a separate number or explain their situation a second time.

3.1.5 Complaints and Appeals

Under RI law, health insurance consumers who are not satisfied with how an Issuer or the Contact Center has addressed their complaint concerning an adverse benefit determination or other must be referred to OHIC and other appropriate state regulatory agencies. Referrals must be made in a timely manner, in both routine and urgent situations. The statutes also describe the roles and responsibilities of state agencies and Issuers in the complaint and appeal processes. The Contact Center will need to utilize OHIC regulatory policies, and OHIC's interpretation of laws and regulations in order to maintain a consistent and uniform regulatory program with respect to consumers and issuers.

For the purpose of creating an integrated, effective consumer assistance and protection program in Rhode Island, the Contact Center will need to collect data concerning customer inquiries and complaints with respect to health insurance issuers in a uniform manner, and in accordance with data collection standards established by OHIC. The Contact Center will need to transmit such data in a retrievable, electronic format to OHIC and other public and private entities responsible for the

resolution of consumer complaints, and for the enforcement of consumer protection laws and regulations.

The mechanism for integrating the activities of the Contact Center with the consumer protection responsibilities and activities of other state and federal agencies will be a formal Complaints and Appeals Process to be established in an Interagency Agreement between the Exchange, OHIC, Medicaid, the Department of Elderly Affairs, the U.S. Department of Labor and other agencies as appropriate.

Initially, commercial health insurance coverage or administration inquiries from customers covered by non-Exchange plans will be referred by the Contact Center to the organization under contract with OHIC to support consumers through the formal complaints and appeals process. Additionally, if the Contact Center and the Issuer are not able to resolve an Exchange customer's concern to the satisfaction of the customer, requests for initiation of the formal Complaints and appeals process for those insured through the commercial market will be referred to this organization. Until December 2013, the Rhode Island Parent Information Network (RIPIN) is the organization under contract to provide these services.

The Contact Center vendor must coordinate closely with RIPIN in order to successfully meet customer needs. RIPIN currently provides the following services related to complaints and appeals:

- Processing and management of consumer inquiries for those with commercial health insurance coverage and directing of those with publicly funded coverage to the appropriate agencies;
- Assisting consumers with respect to enrollment in commercial health insurance coverage and appropriate referrals for those seeking publicly funded programs;
- Consumer assistance in filing appeals related to the denial of coverage at the issuer internal level and appeals filed with a designated objective external appeal agency;
- Consumer assistance in filing complaints regarding issuer activity or coverage decision processes to include directing those consumers with publicly funded coverage to the appropriate resources;
- Collection, tracking and quantifying consumer related inquiries with respect to health insurance issuers in a uniform format, and provide that data to OHIC and other public, private entities who are responsible for the resolution of consumer complaints and the enforcement of consumer protection laws and regulations.
- Educating consumers on their complaint and appeal rights and responsibilities with respect to their insurance coverage.
- Utilize OHIC regulatory policies and OHIC's interpretation of laws and regulations in order to maintain a consistent and uniform regulatory program with respect to consumers and issuers.

- When there is reason to believe a violation of a consumer protection law or regulation has occurred, refer such matters to appropriate state agency in a timely manner, in both routine and urgent situations.

Beyond December 2013, it is the State's desire that formal commercial health insurance complaints and appeals continue to be administered through the Contact Center so as to ensure

early and satisfactory resolution of as many concerns as possible, and a seamless experience for customers. The Vendor should propose how to meet these goals and provide a continuation of the services currently provided by RIPIN starting in January 2014.

3.1.6 Performance Management

An effective performance management program is critical to ensure a productive organization and excellent service. Performance Indicators are essential to building a strong performance management program.

3.1.7 Key Performance Indicators

The Vendor shall develop Key Performance Indicators (KPI) as part of a comprehensive performance management program. Vendors should provide a substantive list of performance measures they believe are critical to the Contact Center, based on industry standards and best practices. At the least Vendors should include the following key performance indicators in their program:

- Average Speed to Answer (ASA)
- Abandon Rate
- Customer Satisfaction

Rhode Island has included some additional sample metrics recommended by Contact Center experts in Appendix C: Contact Center Requirements Matrix. Vendors should describe and define the key performance indicators that they recommend, as well as the metrics they will aspire to, and how those performance measures may be tied to payment for services.

3.1.8 Performance Reporting

The selected Vendor shall be responsible for providing Rhode Island with reports on performance indicators agreed upon by both parties. Reports should be generated real time as well as historical. Some examples of reports that will be useful to Rhode Island are:

- Call Volume, Abandon Rate, Average Speed of Answer, Average Call Length
- Availability and Agent Utilization, Scheduling, Handle Time, Peak Hours
- Customer Satisfaction and Customer Feedback on Products, Services, and web site
- IVR usage, Transfers, Issue Resolution, Referrals, Types of Calls

3.1.9 Quality Assurance (QA)/Quality Control (QC)

The selected Vendor shall have a comprehensive QA/QC program for the Contact Center and shall provide such to Rhode Island for approval. This program should include call recording, as well as coaching and feedback programs for staff, which incorporate training and tie back to individual performance.

3.1.10 Staffing and Work Environment

Rhode Island expects that Vendors will field their best-qualified staff for Key Personnel. Vendors must name individuals in at least the following positions as key personnel in their proposal:

1. Vendor Call Center Director/Manager
2. Vendor Training Manager/Supervisor
3. Vendor Call Center QA/QC Manager/Supervisor
4. Vendor Call Center Information Technology Manager/Supervisor

Vendors may propose and name additional personnel as “key personnel,” but must include at least the positions listed above. Vendors should describe the key responsibilities associated with each position.

Rhode Island also envisions a close partnership with the Vendor, and may place designated staff from the state to co-locate on site with the Contact Center through implementation and initial operations.

Vendors should also explain the organization’s culture, mission, and values as well as the following areas:

- Customer service principles
- Proposed hiring requirements: what type of employees does the Vendor recruit and attract? What are the requirements of each position in the Contact Center?
- How is employee satisfaction measured?
- Explain any staff reward and recognition programs
- Provide average salary rates and how they compare in the industry
- Provide turnover rates and explain how turnover is handled

Throughout the course of the contract resulting from this RFP, the State may review the vendor’s hiring practices, employee satisfaction measures, turnover, and any other metrics associated with staffing and work environment.

3.1.11 Training

Training is a critical component of effective operations. As such, the Vendor shall work collaboratively with the state to ensure all Customer Service Representatives and other staff are thoroughly trained on the necessary programs, systems, operational protocols and procedures in Rhode Island.

The State will develop a flexible and comprehensive training curriculum that will be used by the Contact Center and other customer service areas by Spring 2013. The vendor under contract with the state for UHIP systems integration will provide a “Train the Trainer” to the Contact Center vendor, which will cover the necessary systems training. The Vendor is expected to develop formal training plans, and train staff prior to usage of Rhode Island’s technology systems. The Vendor shall share any training curricula used currently in their Contact Center, such as internal policies, procedures, quality and performance measures and customer service training. The training curricula should be tailored to Rhode Island’s program, and shared with the State for input and approval.

3.1.12 Hours of Operation

Rhode Island expects that the Contact Center will be available whenever Rhode Islanders need assistance. Vendor should provide two options within their cost proposal, one to support 24/7 services and one to support Extended Business Hours. Rhode Island considers Extended Business Hours as Monday-Friday 8:00 am – 9:00 pm and Saturdays 8:00 am – 4:00 pm.

Proposals should include details around number of staff required, duties and responsibilities of staff during off peak hours, location of staff, supervision, if they will support live chat, phone and email, along with vendor recommendations and experience in providing both options.

3.1.13 Rhode Island Office Location

Rhode Island strongly prefers that the vendor secure office space for this work in a location within the state of Rhode Island. The vendor should also propose a plan for hiring local staff to work for the Contact Center. If vendor cannot set up a Contact Center in Rhode Island by October 2013, the vendor may propose a transition plan, including timeline, rationale and clear steps for moving operations to Rhode Island. Exchange may elect to co-locate staff onsite with the Contact Center vendor. Please describe how your solution may support this option. Technical scores will reflect Rhode Island's strong preference for local office location.

3.1.14 Walk In Support

Rhode Island expects that customers will walk in to the Contact Center storefront for assistance. Customer Service Representatives in the Contact Center will staff this service, providing the same support they would over the phone. Vendors should propose a plan for making walk in capabilities available at a Contact Center storefront, including furniture, staff, computer, phone, etc. Vendors should consider proposing a storefront accessible by public transit and compliant with the Americans with Disabilities Act. Again, the State may elect to co-locate staff onsite with the Contact Center vendor. Please describe how your solution may support this option in conjunction with walk in support.

3.1.15 Multi-lingual Support

The Contact Center shall hire staff on site who speak at least Spanish and Portuguese, and shall provide the use of a third party translation service for languages that are not supported on site. Having these common languages spoken on site will provide customized service and a positive customer experience for those Rhode Islanders with varying cultural and language needs.

3.1.16 Telecommunications Device for the Deaf

A TTY/TDD or equivalent system shall be fully deployed at the Contact Center and select Customer Service Representatives shall be trained in its use.

3.1.17 Outgoing Calls, Emails, Texts, and Other Communications

The Contact Center should have the capacity to place outgoing calls and send other outgoing communications including emails and texts. Such calls/communications may be needed, for example, to target enrollees needing to recertify, to contact appellants to resolve their eligibility appeal informally, to ask applicants for documents needed to verify information on the application, etc.

3.1.18 Direct Calls and Emails to Specific Representatives or Supervisors

The Contact Center should have the capacity for individual representatives and/or supervisors to be contacted directly by phone or email by Rhode Islanders with an ongoing issue not resolved after their first call.

3.1.19 Mail

The Contact Center Vendor will receive, process and resolve any mail that is related to key functions listed in the scope of work. Vendor should propose how they will support this, including any technology required. The vendor shall also have the capacity to send any outbound mail as needed to meet the demands of callers (i.e. mail a paper-based application upon request, etc.). The mailing address used to receive mail must be a Rhode Island address.

3.2 Task 2: Technology Requirements

Rhode Island is developing technology to create and operate an online marketplace that will provide residents access to affordable health insurance. The UHIP technology solution will be deployed and used almost identically by the Customer Service staff in the Contact Center, at other State agencies, by Navigators, Brokers and at DHS Field Offices.

3.2.1 UHIP/Core System

Rhode Island's UHIP core system will have the following primary modules that will support Contact Center staff in their customer service functions:

- Eligibility
- Plan Browsing, Selection and Enrollment
- Plan Management
- SHOP (to support different needs of small businesses)
- Administrative
- Reports and Notices
- Financial Management

This system will be used heavily by the Vendor's staff and should be considered a core technology solution used by Contact Center staff in addition to the Vendor provided technologies requested below.

3.2.2 Vendor Provided Technologies

The Vendor shall provide all telecommunications/telephony technologies to meet business needs. The Vendor shall provide appropriate customer service technology tools to perform core customer service tasks, customer data collection and reporting.

The Vendor is expected to propose a solution based on service-oriented architecture (SOA) concepts, including loose coupling of system components to reduce system dependencies and promote reuse.

Vendor will be responsible for maintaining the local area network at their site. The State will not provide assistance.

At a minimum, the State requires the Contact Center Vendor to provide: Customer Relationship Management (CRM) system, Automatic Call Distributor (ACD), Workforce Management system, Interactive Voice Response (IVR), support for Live Chat, Fax, Email, SMS Text, TTY, auto dialing customer satisfaction inquiries and Knowledge Management tools. If there are other tools that the Vendor uses, please include and explain the value and cost. All implementation costs associated with provided technologies shall be considered in the Vendor's Start-up costs, and all ongoing operational and maintenance costs shall be considered as part of the ongoing operations cost per call pricing model outlined in Section 5: Proposal Submission.

3.2.2.1 Customer Relationship Management (CRM) System

The CRM used by the Contact Center is central to Rhode Island's plans for collecting data from customers and will be used to continuously improve products and process. Therefore, the state is seeking a high quality, industry-leading product. Vendor should price this piece of technology separate from other Contact Center technology listed above.

The CRM technology is of specific interest in terms of ability, cost and complexity of linking it to Rhode Island's integrated eligibility system currently being built under the UHIP technology contract. Vendors should also explain their capabilities around this type of interface, including current practice with other clients, and the benefits and challenges of linking the two systems.

Rhode Island will also require certain customization of the Vendor's CRM, such as determining what information is captured, tracked from customers, etc., as well as reports that could be run to analyze the data. This capability should be clearly outlined in Vendor proposals. Rhode Island also expects to be able to run ad hoc reports directly on the CRM data.

3.2.3 Ownership of Data Collected Through Vendor Technology

Rhode Island will require the Vendor to provide all data collected during customer interactions recorded in the vendor's technology solutions to the state as requested.

3.2.4 Toll Free Number

Vendor will obtain a toll-free and non-toll-free phone number for Rhode Island. The vendor must work with the State to apply any specific marketing requests to the number obtained. Upon termination of the contract, the Vendor will be required to transfer the number to the State or a subsequent vendor, at the State's discretion.

3.2.5 Technology Accessible to Designated State Agencies and Representatives

Rhode Island will require the vendor to obtain additional technology licenses and deploy the Vendor's Contact Center technology solutions to the desktop of other state agency staff members, or community based Navigators and Brokers (designated by Rhode Island). This staff will be essential customer service personnel and play a key role in working with the Contact Center to service Rhode Islanders. Sharing the technology solution across channels will ensure a high quality customer experience.

3.2.6 Telephonic Systems

The Vendor shall be able to integrate/interface with other state telephone systems during the Contact Center testing period. Currently, DHS, OHIC and Medicaid receive customer calls through their offices. RI expects most customers to call the new 800 line and come in through the Contact Center, but some customer calls will still go to DHS, OHIC and Medicaid, and any transitions across phone systems will need to be handled in a customer-friendly way.

3.2.7 Rhode Island Core System Software Integration

The core UHIP solution will provide data from the modules listed above (eligibility, plan management, financial management, etc.) using web services. The Vendor must propose a technical approach for integration with the core UHIP solution, leveraging SOA concepts. The Vendor must detail any specific interfaces that the Vendor's solution requires or provides.

3.2.8 Stand-alone Rhode Island Solution until Integration

The Vendor must propose a strategy and timeline for working with the UHIP technology vendor to fully integrate the Vendor's technical solution with the UHIP core solution. In the event that it is not possible to integrate the Vendor's CRM and other technology tools with the UHIP solution by the "go-live" date, the vendor must describe the business processes and implications of a phased-in integration, including dual or redundant data entry by CSRs of some information among multiple systems, impact on customer experience, and reporting and data collection.

3.2.9 Contingency Plans

The Vendor must provide Rhode Island with their standard contingency plans for handling customer contacts when systems are down. They should also provide a Continuity of Operations Plan (COOP) that includes detailed descriptions of how business would be conducted if the principal place of business, systems, and/or a sufficient number of personnel needed to maintain operations were unavailable.

3.2.10 Electronic Signatures

The Affordable Care Act will *require* states to accept electronic signatures in 2014. Therefore, the Contact Center will need to support phone applications and telephonic signatures for those enrolling in health insurance programs through the Exchange. A telephonic signature is a type of electronic signature that uses an individual's recorded verbal assent in place of an ink signature, and it is considered legally enforceable in both the private and public sectors under certain conditions. Vendors should explain if they support electronic signatures currently, and if not, how they can support this requirement in the future.

3.2.11 Security and Access

The importance of securing the networks, systems, applications and data of the system cannot be overemphasized. The vendor must demonstrate that it shall:

- 1) Ensure that State information is protected with maximum security measures.
- 2) Move or maintain immediately to a three-tier application development architecture, separating user interface, control logic and database for maximum security or an equivalent improved method approved by the State.
- 3) Promote and maintain among the Vendor's employees, agents and contractors an awareness of the security needs of the State. Vendor shall have its employees, agents and contractors sign non-disclosure agreements passing through the confidentiality provisions of this contract.
- 4) Safeguard the confidentiality of information and the integrity and availability of data while it is created, entered, processed, communicated, transported, disseminated, stored or disposed of by means of information technology. Data at rest must be encrypted at industry standards.
- 5) Ensure that appropriate security measures are put into place to protect the vendor's internal systems from intrusions and other attacks, whether internal or external.

- 6) Provide a plan to address identity theft issues that may arise from a breach of security including but not limited to notification, credit monitoring, case management which costs are to be paid by vendor.
- 7) Any known or suspected breach of security must be shared with the CIO and the State Chief Information Security Officer (CISO), as well as the Directors of Exchange, DHS and Medicaid agencies immediately.
- 8) Both the remediation of a security breach and a post mortem of why a security breach took place are the responsibility of the vendor and must be provided in writing to the CISO, the CIO and the Directors of Exchange, DHS and Medicaid agencies, within two (2) days, following the correction of the security breach.
- 9) **Vendor is responsible to contain all security breaches immediately to minimize additional hacking/defacing or data exposure. If possible, the containment solution should be addressed with the State security team, but it is not required to ensure a quick containment.**
- 10) Vendor shall host the State's data in a minimum Tier 2 or greater SSAE 16 compliant or comparable data center within the United States approved by the State. When possible, State's data shall be segregated from other data. Data at rest will remain in the United States.
- 11) All of vendor's employees, contractors and agents must obtain a nationwide NCIC III (or triple iii) criminal background checks, prior to commencing work on the Portal or if they would have access to State or other's confidential or personal information as a result of this contract. The vendor shall review the results of these checks and provide certification to the CISO that the vendor has completed the background checks and its employees, agents and independent contractors have successfully passed this check. A department or agency may impose more restrictive conditions before allowing vendor access to certain data. The State reserves the right to refuse any individual permission to work on State premises.
- 12) Vendor agrees to adhere to any State on-site security requirements.

Vendor in its submission will provide details on how it will accomplish ensuring the required security needs of the Contact Center as detailed above and elsewhere in this RFP are always met. See Section III Submission below.

3.2.12 Security Audit

Vendor's proposal must define the parameters of regular comprehensive security audits for approval by the State. The Vendor will arrange to have the approved security audit conducted by a State-approved unbiased third party at least yearly or as needed in consideration of security needs at no cost to the State. The vendor must provide the State its plan for correcting or remedying any audit exceptions identified by the audit within thirty (30) days of completion of the audit. Vendor's proposal must describe a plan for independent security audits and provide technical specifications relative to those audits. The yearly security audit must include the following: 1) a network perimeter penetration test and 2) a SSAE 16 or its equivalent. The results of these tests must be shared with the Directors of the governing agencies; the Exchange, DHS and Medicaid agencies along with the CISO and the CIO. The costs for any and all security assessments are the responsibility of the vendor. Other security audits/assessments shall be conducted on as needed basis at the State's sole option by a State approved unbiased third party to address

security concerns or breaches and the results shared with the State. All costs associated with security audits will be borne by the vendor.

3.3 Task 3 - Administrative Responsibilities

3.3.1 Contract Management

The vendor shall:

- Participate in weekly Contract management meetings with the State to facilitate a cooperative, team-oriented working relationship for the review of project plans, operational issues, and progress toward annual goals. The vendor shall produce and distribute minutes of the meeting;
- Submit an implementation project plan for approval and update it on a regular basis.
- Participate in any other meetings with the State and other entities including, but not limited to: UHIP system integrator, other state agencies, Health Plans, and other State vendors, upon State request;
- Work with the State and State-designated entities to improve and enhance program and operational efficiency as requested;
- Provide immediate notice to the State of any occurrence that affects the vendor's ability to perform all or any part of the vendor's responsibilities under this Contract, along with an assessment of the time and effort necessary to recover;
- Maintain and demonstrate a commitment to the principles of Total Quality Management in carrying out the responsibilities of the Contract;
- Work with the State to identify and propose annual Contract year goals, measures, Service Level Agreements and Performance Expectations, and timelines;
- Assess the satisfaction of State personnel with the services provided by the Bidder, and make improvements to address substantive concerns raised by the assessment;
- Assess the satisfaction of users of the Contact Center, on at least a quarterly basis by an independent third party approved by Rhode Island.
- Assess the satisfaction of its employees on at least an annual basis by an independent third party approved by Rhode Island.

Section 4- Minimum Contract Requirements

4.1 Vendor Qualifications

Vendors should describe their experience in operating similar Contact Centers for at least three (3) or more environments of comparable size and complexity over the past five (5) years.

- Experience having implemented call centers with short ramp up times and under conditions where operational policies and procedures are still being clarified while still providing ongoing operational support
- Demonstrated ability to provide extensive initial and ongoing training on product/program information, technology and customer service skills
- Ability to offer flexible and scalable operations as business requirement change
- Demonstrated ability to deliver best-in-class call center technology, processes and training
- Experience integrating into state systems to provide a seamless customer experience
- Experience in the health care arena, whether it is public or private health insurance programs in comparable size and complexity to the scope of work
- Experience serving a wide range of customers, with diverse backgrounds and profiles

While vendors should demonstrate the breadth and depth of their experience, highlighting experience in delivering these solutions to State and/or Federal government clients as well as in the private sector. Vendors should document their experience using the structure below. Experience descriptions should include:

	Response
Client Name/Organization	
Client Size, Geographic Location, Industry	
Consumer Assistance Services Provided	
Solution Technical Description	
Consumer Population Served (Number of Consumers)	
Project Cost	
Project Start and End Dates	
Project Team Size	

4.2 Vendor Responsibilities

4.2.1 Single Award

One contract will be awarded for the work defined in this RFP.

4.2.2 Conditions Governing Subcontracting

If the vendor intends to use any subcontractor, the vendor must clearly identify the subcontractor in the response to the RFP and provide documentation of their skill sets and applicable experience. The vendor retains responsibility for the completion and quality of any work assigned to subcontractors. The vendor is expected to supervise the activities of subcontractors and employees in order to ensure quality. For all sub-contractors the State reserves the right to review and approve of contractual documentation between Vendor and

subcontractor.

For any subcontractor not specifically named in the bid, or any subcontractor to be named during the term of the contract, the State reserves the right to monitor the Vendor's procurement process, and expressly approve any subcontractors to be used.

4.2.3 Compliance with Statutory, Regulatory and Other Standards

The vendor must comply with all applicable State and Federal regulations and statutes.

4.2.4 Confidentiality and Protection of Public Health Information (PHI) and Related Data

If Protected Health Information or other confidential data must be shared with the Vendor by Medicaid or the Exchange, the vendor shall be required to execute a Business Associate Agreement Data Use Agreement. Among other requirements, such agreement shall require the successful vendor to comply with 45 C.F.R 164.502(e), 164.504(e), 164.410, governing Protected Health Information ("PHI") and Business Associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated there under, and as amended from time to time, the Health Information Technology for Economic and Clinical Health Act (HITECH) and its implementing regulations, and regulations promulgated thereunder, and as amended from time to time, 45 C.F.R. 155.260 as it may be amended from time to time, and the Rhode Island Confidentiality of Health Care Information Act, R.I. General Laws, Section 5-37.3 et seq. The successful Vendor shall be required to ensure, in writing, that any agent, including a subcontractor to whom it provides Protected Health Information received from or created or received by and/or through this contract, agrees to the same restrictions and conditions that apply through the above-described Agreements with respect to such information. Any information provided by the Exchange, OHIC, Medicaid or EOHHS to the Vendor for the completion of the projects may not be sold, given or otherwise shared with outside parties.

The Vendor shall comply with all relevant Federal and State laws, regulations, and policies such as HIPAA, PHI, PII, and PCI and comply with best practices surrounding information transfer and patient confidentiality.

4.2.5 IRS Publication 1075

Vendors must comply with: Tax Information and Security Guidelines for Federal, State and local agencies and entities OMB No. 1545-0962

The Internal Revenue Service (IRS) asks for the information in the Safeguard Procedures Report and the Safeguard Activity Report to carry out the requirements of the Internal Revenue Code (IRC) Section 6103(p).

The information is used by the IRS to ensure that agencies, bodies, and commissions are maintaining appropriate safeguards to protect the confidentiality of Federal Tax Information (FTI). Those agencies or agents that receive FTI directly from either the IRS or from secondary sources (e.g., Health and Human Services, Federal entitlement and lending agencies) must have adequate programs in place to protect the data received. Furthermore, as agencies look more to "contracting out" certain services, it becomes equally important that those with whom contracts exist protect that information from unauthorized use, access, and disclosure. IRS Publication 1075 provides guidance, controls, and safeguards employed by recipient agencies or agents and contractors adequately protect the confidentiality of the information they receive from the IRS.

4.2.6 Data and Reports

Data, information, and reports collected or prepared by the Vendor in the course of performing its duties and obligations and paid by the State under this contract shall be deemed to be owned by the State of Rhode Island. This provision is made in consideration of the Vendor's use of public funds in collecting and preparing such data, information, and reports.

4.2.7 Office Space and Equipment

Office space and equipment required to complete the work of the contract are the sole responsibility of the Vendor. As described in Section 3: Scope of Work, Rhode Island strongly prefers that the vendor secure office space for this work in a location within the state of Rhode Island. If vendor cannot set up a Contact Center in Rhode Island by October 2013, the vendor should propose a transition plan, including timeline, rationale and clear steps for moving operations to Rhode Island.

4.2.8 Travel

All travel costs for Vendor staff, including in-state and out-of-state travel necessary to carry out the tasks within the contract, shall be included in the vendor's cost proposal.

4.3 Contract Award and Duration

Services under the contract are subject to approval of the State's Chief Purchasing Officer and his or her designee. The State is seeking to contract with a vendor through December 31, 2015 with two (2) one-year "option" years to be exercised at the option of the State. Services shall commence upon completion of the award, contract, and the issuance of a state Purchase Order.

Section 5- Proposal Submission

The Purchasing Division shall be the point of contact for all vendors from the date of release of the RFP until the contract is fully executed and signed. Any attempt by a vendor to contact any State employees regarding this procurement, other than those named above, may cause rejection of the proposal submitted by the vendor.

Questions concerning this Request for Proposals may be emailed to the Division of Purchases at david.francis@purchasing.ri.gov no later than the date and time specified on RFP page 1. Questions should be submitted in a Microsoft Word attachment. Please reference the RFP number on all correspondence include in the subject of the email. Questions received, if any, will be posted on the Division's website as an addendum to this RFP. It is the responsibility of all interested parties to download this information. For computer technical assistance, call the Help Desk at (401) 574-8100.

Vendors should recognize that the only official answers to any questions are those made in writing and issued by the Division of Purchases to prospective vendors.

Interested vendors may submit proposals to provide the services covered by this Request on or before the date and time specified on RFP page 1. Proposals received after this time and date will not be considered. Only one (1) proposal may be submitted by each Bidder. If a Bidder submits more than one (1) proposal, all proposals from that Bidder may be rejected. Within the single proposal, the Bidder may identify offered options, including unsolicited products, services, features, or substitutions, which the Bidder believes may be appealing and useful to the Division and/or the Exchange. For purposes of this RFP, the term "Bidder" is defined to include each direct and indirect parent corporations of the entity submitting a proposal in response to the RFP, and each direct and indirect subsidiary of each such parent corporation.

Responses (one original plus 8 copies) and two electronic copies on CDs or flash drives of a technical and a **separately sealed cost proposal** shall be mailed or hand-delivered in a sealed envelope marked "RFP #7461348: Rhode Island Health Insurance Contact Center" to:

Rhode Island Department of Administration
Division of Purchases, 2nd Floor
One Capitol Hill
Providence, RI 02908-5855

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or which are otherwise not presented in the Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed, or emailed to the Division of Purchases will not be considered. The official time clock is located in the reception area of the Division of Purchases.

Proposals must include:

- A signed and completed four-page RIVIP Vendor Certification Form with a letter of transmittal signed by an owner, officer or authorized agent of the firm or organization, acknowledging and accepting the terms and conditions of this Request, and tendering an offer to the Rhode Island Health Benefits Exchange. The signature of the official with legal authority to bind an organization into a contractual agreement should also be included.

This form is downloadable at <http://www.purchasing.ri.gov>.

- A **completed and signed W-9 (included in the original proposal only)** downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov.
- A **Technical Proposal** (original and 8 copies) describing the Vendor's relevant experience and expertise, subcontracts, and experience with similar programs, as well as the work plan or approach proposed. The technical proposal should include preliminary project timeline, including a description of the schedule, tasks, deliverables, and milestones of the work associated with this contract. The technical proposal should be limited to 35 pages using a Times New Roman font not smaller than 12 point, not including attachments. Please submit all paper copies of the technical proposal double-sided.
- A **separately sealed Cost Proposal** reflecting the fee structures proposed for this scope of services, including completion of **Appendix B**. The cost proposal shall be limited to 10 pages using a Times New Roman font not smaller than 12 point not including attachments. Please submit all paper copies of the cost proposal double-sided.
- The **Technical Proposal and Cost Proposal shall be separately sealed and clearly marked**, but may be shipped in the same container. There shall be no reference to price(s) in the Technical Proposal
- In addition to the original and 8 hard copies of the proposals required, vendors are requested to provide their proposal in electronic format (CD ROM, Flash Drive). Microsoft Word, Excel, or PDF format is preferable. Two electronic copies are requested. The CDs or flash drives shall be included in the hard copy proposal marked "original" and clearly labeled with vendor information.

5.1 Technical Proposal

The sum total of pages in the Technical Proposal should not exceed 35 pages, with the exception of resumes and project plans and attachments. The technical proposal submission should contain the following sections below clearly delineated and labeled by section (i.e. "Executive Summary") in a 3 ring binder or similar bound document. Submissions not following this format may be excluded from evaluation. The Technical Proposal must contain the following sections:

A) Executive Summary

The Executive Summary is intended to highlight the contents of the Technical Proposal and to provide the State evaluators with a broad understanding of the vendor's approach and ability. The executive summary should include the following summaries from the vendor:

- Commitment to serving the interests of the Rhode Island Health Benefits Exchange
- Clear understanding of the project and the State's needs
- Proposed approach
- Experience, ability and value added capabilities they can bring to the work
- General description of the capabilities and role of any subcontractors.

B) Relevant Experience and Expertise

This section shall include the following information:

- **Qualifications:** Provide a summary within the technical proposal of the vendor’s qualifications as delineated in Section 4: Minimum Contract Requirements. In an attachment to the technical proposal (not included in the 35-page limit), please include resume(s) from the vendor and any subcontractor.
- **Relevant experience:** Describe experience with prior or current projects related to the scope of work in this RFP. Include information for references as described in Section 4: Minimum Contract Requirements.
- A brief description of the vendor’s financial position and solvency
- **Vendor references:** The State expects that a key differentiator among vendor proposals will be the service levels, references, and quality of comparable Contact Center services provided to other clients. Vendors must provide contact information for a minimum of three (3) client references that the State can contact. These references should be drawn from the projects summarized above and/or from other engagements. Vendors will also ensure that the State is able to have appropriate access to the reference contacts listed, and should expect that such reference contacts will be contacted by the State.

The three (3) references should be documented using the structure below:

Client Name/Organization	
Contact Name	
Contact Title and Project Role	
Phone Number	
E-Mail	

- The vendor’s status as a Minority Business Enterprise (MBE) certified by the Rhode Island Department of Economic Development, and or a subcontracting plan which addresses the State’s goal of ten percent participation by MBE’s in all State procurements. Further questions may be directed to the State’s MBE officer at (401) 574-8253 or <http://www.mbe.ri.gov>.

C) Approach to Scope of Work

This section shall describe the vendor’s understanding of the State’s requirements, including the result(s) intended and desired, the approach and/or methodology to be employed within the scope of work. Vendors should include information on the following within their technical proposal, and provide examples of prior work as applicable:

- Customer service experience/philosophy, in accordance with Rhode Island’s customer strategy described in Section 2: Background;
- Proven ability for delivering excellent service
- Approach to completing the work required for each of the Tasks described in Section 3: Scope of Work
- Hiring & training plans, including staffing and hiring standards; employee profile;

scheduling and forecasting approach; leveling by knowledge base, skill or experience; managing turnover and absences

- Approach to challenges inherent to operating a Contact Center
- Proposed service levels (compare to industry standards), including the service level agreements included in Appendix C.
- Approach to coordinating, and integrating when appropriate, with other consumer support agencies or vehicles (e.g. existing state info lines, field offices, OHIC, and other contract agencies).

D) Capacity to Accomplish Tasks

This section should include:

- **Project Organization Chart.** Vendors must provide a project organization chart showing key personnel by name and title that will implement and operate Rhode Island's Contact Center and their related responsibilities. Vendors should propose at least the following positions:
 1. Vendor Call Center Director/Manager
 2. Vendor Training Manager/Supervisor
 3. Vendor Call Center QA/QC Manager/Supervisor
 4. Vendor Call Center Information Technology Manager/Supervisor

Vendors may propose and name additional personnel, but must include at least the positions listed above.

- **Staffing plan demonstrating flexibility and scalability:** Vendors should describe their capacity and flexibility of their Contact Center solution as it relates to growth in enrollment over time and/or expansions to other populations. Bidders should include their expectations for call volume over time. Vendors should apply their own expertise and industry experience in the development of their proposals to estimate the number of calls they expect to handle on a regular basis using the information provided in Section 2: Background. The bidder's proposal should also provide a preliminary staff plan for this project, based on staff level and role.
- **Work Plan.** Bidders should submit a work plan to accomplish each task, and the results proposed. The work plan description shall include a list of activities and/or milestones that will be employed to successfully implement the Contact Center as well as key milestones during ongoing operations. Within the 35-page limit, the vendor should include a high-level timeline/work plan for achieving key milestones associated with this scope. A detailed timeline/work plan may be included as an attachment that will NOT be included in the 35-page overall limit for the technical proposal.
- **Subcontractors.** Vendors must describe the extent to which subcontractors will be used to comply with contract requirements. If subcontractors are to be used, please submit qualifications of personnel who will be directly involved with the implementation and on-going support of the Contract. Resumes are required for all subcontractor personnel. The

Vendor retains responsibility for the completion and quality of any work assigned to subcontractors. The vendor is expected to supervise the activities of subcontractors and employees in order to ensure quality.

- **Confirmation that the vendor will meet the requirements stated in this RFP.**

5.2 Cost Proposal

This section describes the Cost Proposal RFP submission requirements for consideration and evaluation. Cost data will only be examined if the evaluation team has determined that the vendor's proposal is fully compliant with the format and mandatory requirements of this RFP, and the technical proposal achieves the minimum score defined in Section 6: Evaluation and Award.

The Responder's cost proposal must be as detailed as possible, and highly transparent regarding assumptions used. The States anticipates that the design, build and initial operational cost will be funded through federal dollars. Vendors must complete the table in Appendix B: Cost Proposal.

1. **Start Up Cost** – Please justify all costs to establish the Contact Center, including operational by October 2013 and any other enhancements launched as part of start-up that may be implemented post October 2013. These costs may include, but not be limited to:
 - Hiring
 - Training
 - Project management
 - Rent, utilities, office equipment, and other facilities costs
 - Salary and benefits
 - Telecomm costs
 - Data security
 - Disaster recovery
 - Contact center demonstration period,
 - User acceptance testing of CRM, IVR menus, and other technology components;

Vendors should also include any milestones relevant to the cost and pricing structure put forth in Table 1 of Appendix B. Rhode Island has marked 2 milestones, October 1, 2013, which is the start date of our first open enrollment period and January 1, 2014, when customers become effective for coverage through the Exchange. Please propose additional milestones for RI's review. Vendors should propose the milestone payment schedule by filling in additional dates and categories of spending for each milestone date, and a total dollar amount for each milestone.

All costs prior to October 1, 2013 shall be classified as start-up implementation costs. Any additional start-up costs incurred after October 1, 2013 must be appropriately justified. All start-up implementation costs shall be fully documented by the Vendor and auditable by the State to ensure these conditions are met.

2. **Ongoing Operational Cost** – This cost should be translated into Cost per Contact pricing for 24/7 and Extended Business Hours. Please provide cost per contact estimates in accordance with the cost proposal template in Appendix B by 24/7 operations and Extended Business Hour operations. Rhode Island wants to see a fully loaded cost per

contact for each of these scenarios. Vendors should also complete the accompanying Cost Per Contact by Monthly Volume Charts for both 24/7 and Extended Business Hours. This grid breaks down cost per contact by monthly volume so that Vendor may indicate proposed variations in cost based on Volume.

Section 6 – Evaluation and Award

The State will commission a review team to evaluate and score all proposals that are complete and minimally responsive using the criteria described below. The evaluation of any item may incorporate input from sources other than the vendor's response and supplementary materials submitted by the vendor. Those other sources could include assessments made by evaluators based on findings recorded from reference checks (including but not limited to those supplied by the vendor), prior experience with or knowledge of vendor's work, responses to follow-up questions posed by the State and/or oral presentations by the vendors if requested by the state. The State may elect to use any or all of these evaluation tools.

6.1 Evaluation Criteria

Relevant Experience, Expertise and Location

24 Points

The Bidder should describe their experience and measurable track record of success in operating similar Contact Centers for three (3) or more environments of comparable size and complexity over the past five (5) years. Evaluators will strongly consider recommendations from other clients utilizing the vendor for similar work to be performed under the contract. Negative feedback from other clients will be cause for significant point deductions. Vendor or subcontractor status as an MBE will also be considered.

Evaluators will consider prior experience and expertise in the tasks described and the extent to which the vendor meets the minimum criteria defined in the RFP. Evaluators will also consider the extent to which the vendor includes a plan to comply with the State's MBE goal.

Rhode Island is interested in creating jobs in Rhode Island and promoting close cooperation between State officials and Contact Center staff. To that end, contracting with a vendor that will locate in Rhode Island and hire local staff will weigh strongly in the evaluation of the RFP.

Approach to Scope of Work

23 Points

The State will evaluate the vendor's written proposal describing how it intends to approach and accomplish the tasks and activities in the Scope of Work and Requirements Spreadsheet. The description shall discuss and justify the proposed approach and the technical issues that will or may be confronted at each stage of the project. The State will score vendors highly who demonstrate a clear, complete understanding of each task. Vendors are encouraged to offer innovative and informative responses showing initiative above and beyond the requirements stated in this document.

Capacity to Accomplish Tasks

23 Points

The vendor must detail the proposed staffing, demonstrating capacity for flexibility and scalability. The State will highly score vendors who present a plan for resources and level of effort that, in the State's best judgment, would accomplish the tasks effectively and efficiently resulting in an excellent quality outcome.

The State will score vendors highly who demonstrate a clear, complete understanding of how to start up and implement the Contact Center, and who present an effective work plan to do so. The proposed work plan shall describe the phases, tasks, milestones, dates, and deliverables for the project.

Level of expertise, experience and qualifications of proposed positions, proposed key staff, and proposed subcontractors will be considered significantly.

Cost

30 Points

The lowest cost vendor for start-up will automatically receive 10 points, with every additional vendor receiving cost points on a proportional basis compared to the lowest cost. The cost score is calculated based on the following formula: $((\text{lowest cost}/[\text{proposed cost of other vendor}]) \times \text{cost points available})$.

The lowest cost vendor for cost-per-call based on a hypothetical estimate of 75,000 calls per month will automatically receive 20 points, with every additional vendor receiving cost points on a proportional basis compared to the lowest cost. The cost score is calculated based on the following formula: $((\text{lowest cost}/[\text{proposed cost of other vendor}]) \times \text{cost points available})$. The State will apply this formula to both the extended business hour proposed costs as well as the 24/7 service proposed costs. The State will decide based on its business needs and its best interest as to which service model the State will employ.

6.1.1 Advancing to the Cost Evaluation Stage

The State's review team may conduct written or oral discussions with vendors and may make onsite visits to the vendor's location. To advance to the Cost Evaluation phase, a technical proposal must receive a minimum of 49 (70%) out of a maximum of 70 technical points. Any technical proposals scoring less than 49 points will not have the cost component either opened or evaluated and the proposal will be dropped from further consideration.

6.2 Award

- The review team will present written findings, including the results of all evaluations, to the State Purchasing Agent or designee, who will make the final selection for this solicitation. When a final decision has been made, a notice will be posted on the Rhode Island Division of Purchases web site.
- Because the evaluation takes into consideration both the technical and cost components in a value based approach, the lowest cost vendor may not necessarily be awarded the contract.
- Notwithstanding anything above, the State, and its agents reserve the right to either accept or reject any, or all, bids, proposals, award on cost alone, cancel the solicitation and to waive any technicality in order to act in the best interests of the State and to conduct additional negotiations as necessary.
- Proposals found to be technically or substantially non-responsive, at any point in the evaluation process, will be rejected and not considered further. The State, at its sole option, may elect to require presentation(s) by vendors in consideration for the award. An award will not be made to a Bidder who is neither qualified nor equipped to undertake and complete required work within a specified time.

6.3 Federal and State Approvals

Final contract approval is contingent upon Federal and State approvals. Every effort will be made by the State to facilitate rapid approval upon award.

Section 7 – Governing Terms and Conditions

The State's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded to the RFP. The State's General Conditions of Purchases/General Terms and Conditions can be found at the following URL:

<https://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf>

Additionally, Appendix D provides additional terms and conditions for this RFP.

7.1 Insurance Requirements

The successful respondent shall provide proof of the following insurances:

Commercial General Liability Insurance: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract Commercial General Liability Insurance covering bodily injury, and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, independent contractors, products completed operations, contractual liability and broad form property damage coverage. Coverage shall be written on an occurrence basis. A combined single limit of \$1,000,000 per occurrence and aggregate is required.

Errors and Omissions Coverage: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract errors and omissions Insurance covering any damages caused by an error, omission or any negligent acts of contractor, its subcontractors, agents, officers or employees under this Contract. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$1,000,000.

Auto Liability Insurance: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, auto liability insurance covering all owned, non-owned, or hired vehicles. A combined single limit per occurrence of \$1,000,000 will be obtained.

Workers Compensation and Employers Liability: Contractor shall obtain statutory Workers Compensation coverage in compliance with the compensation laws of the State of Rhode Island. Coverage shall include Employers Liability Insurance with minimum limits of \$100,000 each accident, \$500,000 disease or policy limit, \$100,000 each employee.

The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this agreement shall not be limited by the insurance required in this agreement.

Independent Contractors, neither eligible for nor entitled to, Workers Compensation must file with the Department of Labor and Training, Division of Workers Compensation a Notice of Designation as Independent Contractor Pursuant to RIGL 28-29-17.1 naming the State of Rhode Island Department of Administration as the hiring entity.

The liability insurance coverage, except Professional Liability, Errors and Omissions or Workers Compensation required for the performance of the contract shall include the State of Rhode Island

the Department of Administration and its divisions, officers and employees as Additional Insureds but only with respect to the Contractor's activities under this contract.

The insurance required in this agreement, through a policy or endorsement shall include:

A) A Waiver of Subrogation waiving any right to recovery the insurance company may have against the State.

B) A provision that Contractor's insurance coverage shall be primary as respects any insurance, self-insurance or self-retention maintained by the State and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of the Contractor's insurance and shall not contribute.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without thirty days (30) written notice from the Contractor or its insurer(s) to the Department of Administration. Any failure to comply with the reporting provisions of this clause shall be grounds for immediate termination of this contract.

As evidence of the insurance coverage required by this contract, the Successful Bidder shall furnish Certificate(s) of Insurance to The Department of Administration, Purchasing Division at least 48 hours prior to the commencement of work. A copy of additional insured wording from the commercial liability insurance policy will be sent along with the insurance certificate. Failure to comply with this provision shall result in rejection of the bid offer.

Insurance coverage required under the contract shall be obtained from insurance companies acceptable to the Department of Administration.

The Contractor shall pay for all deductibles, self-insured retentions and/or self-insurance included hereunder.

The Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

Section 8 – Appendices

Appendix A: Procurement Library

- RI's Assessment of existing consumer support for health care inquiries to understand the current environment; it addresses state agencies, community organizations and carriers. (Attached: As is/data)
- Project Narrative for RI's Exchange Planning Grant:
[http://www.ohic.ri.gov/documents/Health Reform Exchanges /2 RI Health Insurance Exchange Project Narrative.pdf](http://www.ohic.ri.gov/documents/Health%20Reform%20Exchanges%20RI%20Health%20Insurance%20Exchange%20Project%20Narrative.pdf)
- Project Narrative for RI's Exchange Establishment One Application:
[http://www.ohic.ri.gov/documents/Grants/3 Rhode Island Exchange Establishment One%20Project Narrative.pdf](http://www.ohic.ri.gov/documents/Grants/3%20Rhode%20Island%20Exchange%20Establishment%20One%20Project%20Narrative.pdf)
- Project Narrative for RI's Exchange Establishment Two Application:
[http://www.ohic.ri.gov/documents/Grants/3 RI%20Project%20Narrative%20Level%20Two.pdf](http://www.ohic.ri.gov/documents/Grants/3%20RI%20Project%20Narrative%20Level%20Two.pdf)
- Governor Lincoln Chafee's Executive Order Establishing RI's Health Benefits Exchange, 9/19/11:
[http://www.governor.ri.gov/documents/executiveorders/2011/Executive Order 11-09.pdf](http://www.governor.ri.gov/documents/executiveorders/2011/Executive%20Order%2011-09.pdf)
- Unified Health Infrastructure Project Technology RFP:
<https://www.purchasing.ri.gov/RIVIP/StateAgencyBids/7449637.pdf>
- Rhode Island Exchange's Strategic Plan, developed by the Advisory Board, including Mission, Vision, Principles, and Objectives:
<http://www.governor.ri.gov/healthcare/interest/documents/RI%20Health%20Benefits%20Exchange%20Strategic%20Plan.pdf>

Appendix B: Cost Proposal Submission

See attached Excel spreadsheet.

Appendix C: Contact Center Requirements Matrix

See attached excel spreadsheet.

Appendix D: Terms and Conditions for this RFP

Agreement Number: _____

AGREEMENT

Between the

THE STATE OF RHODE ISLAND, DIVISION OF PURCHASES, ON BEHALF OF THE DIVISION OF THE
RHODE ISLAND HEALTH BENEFITS EXCHANGE IN THE OFFICE OF THE GOVERNOR LINCOLN
CHAFEE

and

Name of Contractor: _____

Title of Agreement: Rhode Island's Health Benefits Contact Center Agreement

Basis for Agreement: RFP # _____

Agreement Award: \$ _____

Performance Period: _____

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AGREEMENT

This Agreement (this "Agreement") is entered into as of the [REDACTED] day of [REDACTED], 2013 (the "Effective Date"), by and between the STATE OF RHODE ISLAND, DIVISION OF PURCHASES, on behalf of the DIVISION OF THE RHODE ISLAND HEALTH BENEFITS EXCHANGE IN THE OFFICE OF THE GOVERNOR LINCOLN CHAFEE (the "Executive Office"), and [REDACTED] (the "Contractor").

RECITALS

The State of Rhode Island, Division of Purchases (the "Division") issued Request for Proposals # [REDACTED] dated [REDACTED], 2013 ("the RFP"), on behalf of the Division of the Rhode Island Health Benefits Exchange in the Office of the Governor Lincoln Chafee – in collaboration with the Office of Health Insurance Commissioner, Executive Office of Health and Human Services, and the Department of Human Services, to engage a contractor to establish a contact center (the "Contact Center") in accordance with the Affordable Care Act ("ACA"), which requires Rhode Island to provide consumers with a toll free hotline to assist with health care coverage inquires in connection with Rhode Island's Unified Health Infrastructure Project ("UHIP"), the integrated technology system that supports the Rhode Island Health Benefits Exchange (the "Exchange"), Medicaid and other human services programs that will be ready for open enrollment in October 2013;

Contractor submitted a proposal in response to the RFP dated [REDACTED] (the "Proposal");

The State evaluated the proposal and identified Contractor as the successful bidder for the RFP;

Contractor desires to enter into a contract with the State to meet the needs of the State for such a Contact Center and associated services; and

The State and Contractor have agreed that the terms and conditions of this Agreement shall govern Contractor's furnishing to the State all services necessary to satisfy all of the requirements set forth in the RFP.

THEREFORE, in consideration of the representations, warranties, promises and covenants contained herein, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, agree to the foregoing and as follows:

1. CONTRACT, ORDER OF PRECEDENCE.

1.1 Agreement Documents. As stated in the RFP, this Agreement will be governed in accordance with the State's Procurement Regulations and the State's General Conditions of Purchase (except for Section 29 thereof, which shall be deemed deleted). Additionally, this this Agreement consists of the following Documents:

- The State's Procurement Regulations;

- The State's General Conditions of Purchase (except for Section 29 thereof, which shall be deemed deleted);
- This Agreement;
- The RFP, incorporated herein by reference; and
- The Proposal, incorporated herein by reference.

1.2 Order of Precedence.

1.2.1 In the event of any inconsistency or conflict between the various contract documents (the State's Procurement Regulations, the State's General Conditions of Purchase, this Agreement, the RFP, the Proposal, and other documents attached to any such documents) incorporated by reference within this Agreement or which incorporate this Agreement, the following order of precedence shall prevail:

- (a) The State's Procurement Regulations;
- (b) The State's General Conditions of Purchase (except for Section 29 thereof, which shall be deemed deleted, and except as otherwise superseded by the terms and conditions of this Agreement in accordance with the express provisions of the State's General Conditions of Purchase);
- (c) this Agreement (including documents attached to this Agreement);
- (d) the RFP; and
- (e) the Proposal.

2. TERM OF CONTRACT AND RENEWAL.

2.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue until December 31, 2015, unless (a) terminated earlier as provided herein, or (b) extended pursuant to Section 2.2 (such term as it may be extended or terminated is hereinafter referred to as the "Term").

2.2 Extensions. This Agreement may be extended, at the sole discretion of the State, for two (2) additional extension periods, each of one (1) year in duration. The State shall give written notice of the exercise of its right to extend at least ninety (90) days prior to the expiration of the then current term. Any such extension shall be upon all of the same terms and conditions of this Agreement, as applicable, unless otherwise agreed in writing by the State in its sole discretion.

3. CONTRACT REQUIREMENTS; SCOPE; MILESTONES.

- 3.1 Operational, Technical and Administrative Requirements.** Contractor shall meet each of the operational, technical and administrative requirements set forth in Section 3 of the RFP and Appendix C to the RFP.
- 3.2 Scope of Contract.** The UHIP technology will be implemented in two phases: Phase 1, which will be launched by October 1, 2013 and Phase 2, which will be launched by December 31, 2013. Contractor's services under this Agreement shall be limited to providing services in Phase 1. In the event the State requests the Contractor to provide service for Phase 2, the Contractor shall respond promptly to any such request and the State and the Contractor shall mutually agree to the terms and conditions for the provision of services in such Phase 2.
- 3.3 Milestones.** Time is of the essence in Contractor's performance of its obligations under this Agreement. Contractor must complete performance in timely manner and achieve all milestones set forth in this Agreement (the "Milestones") in accordance with applicable deadlines. Contractor's accomplishment of all Milestones in accordance with the requirements of this Agreement and by the applicable deadlines is critical to the State's ability to accomplish its missions, including its ability to meet federally mandated Exchange implementation deadlines and to secure Federal funding. Contractor hereby agrees to meet the Milestones set forth in Sections 4.2, 5.2 and 6.2, by the stated respective definitive deadlines.

4. OPERATIONAL REQUIREMENTS:

- 4.1 Operational Requirements.** The Operational Requirements consist of requirements set forth under Task 1: Contact Center Operations in Section 3 – Scope of Work of the RFP and the following Operational Requirements set forth in Appendix C to the RFP:
- 4.1.1 General** – GEN-1 through GEN-19;
- 4.1.2 Core Business Functions** – BUS-1 through BUS-16;
- 4.1.3 Performance Management** – SLA-1 through SLA-2
- 4.1.4 Quality Assurance Program** – QA-1;
- 4.1.5 Staffing, Work Environment, and Facilities** – STAFF-1 through STAFF-10;
and
- 4.1.6 Training** – TRA-1 through TRA-5.

4.2 Operational Milestones and Milestone Deadlines.

4.2.1 Test Key Functionality of the Contact Center. No later than [] days before **OCTOBER 1, 2013**, Contractor shall test the key functionality of the Contact Center with a pilot group of at least [] customers testing the UHIP Web Portal.

4.2.2 Go-Live of Contact Center. Contractor shall ensure the Contact Center functionality is operational, with the functionality [as set forth in the Proposal and negotiated by the State], no later than **OCTOBER 1, 2013**.

4.2.3 Full Functionality of Contact Center. Contractor shall ensure the Contact Center is fully functional in accordance with the requirements of this Agreement and fully ready to be launched, including without limitation full functionality of office space, telephones, computer equipment, networks, staff and other requirements no later than **JANUARY 1, 2014**.

5. TECHNICAL REQUIREMENTS.

5.1 Technical Requirements. The Technical Requirements consist of requirements set forth under Task 2: Technology Requirements in Section 3 – Scope of Work of the RFP and the following Technical Requirements set forth in Appendix C to the RFP:

5.1.1 Technical Requirements – TECH 1 through TECH-16;

5.2 Technical Milestones and Milestone Deadlines.

5.2.1 *[Technical Milestones, if any, to be added once Proposal is received.]*

6. ADMINISTRATIVE REQUIREMENTS.

6.1 Administrative Requirements. The Administrative Requirements consist of requirements set forth under Task 3: Administrative Responsibilities in Section 3 – Scope of Work of the RFP and the following Administrative Requirements set forth in Appendix C to the RFP:

6.1.1 State Permission to Share Information Processing – PERM 1;

6.1.2 Continuity of Operations Plan – COOP 1 through COOP 5;

6.1.3 Project and Contract Management – MGMT 1 through MGMT 8;

6.1.4 Logical Security – SEC 1 through SEC 3; and

6.1.5 Other – PROC 1 through PROC 5.

6.2 Administrative Milestones and Milestone Deadlines.

6.2.1 *[Administrative Milestones, if any, to be added once Proposal is received.]*

7. REMEDIES FOR FAILURE TO MEET MILESTONES AND MILESTONE DEADLINES.

Contractor acknowledges and agrees that its failure to fully meet all Milestones by the applicable deadlines will cause substantial damages to the State, including loss of federal funds and other financial damages. If Contractor fails to achieve any Milestone by the applicable deadline, the State may exercise its right to terminate this Agreement, in whole or in part, and declare Contractor in default as the State deems necessary, in its sole discretion, and Contractor shall be liable to the State for any and all damages incurred by the State including:

7.1.1 Any federal financial participation penalty, sanction or other amounts or other claims assessed against the State; and

7.1.2 Liquidated Damages, as described in Schedule 7.1 attached to this Agreement.

7.1.3 Contractor shall also forfeit all claims for payments for that month and each month thereafter until the State finds that Contractor has met such Milestone; and

7.1.4 Notwithstanding the foregoing or any provision of this Agreement to the contrary, the above remedies and liabilities are in addition to any other remedy and liability contained herein, and the State may pursue any other remedies available to it in equity and law.

8. PAYMENTS AND INVOICING.

8.1 Start-Up Cost Payment; Payment Dates. Except as otherwise provided herein, the State shall pay the Contractor \$ [REDACTED] (the “Start-Up Payment”), which is the amount set forth in the Proposal for Contractor’s start-up costs. The Start-Up

Payment shall be paid in installments upon satisfactory completion of the following payment events (each a "Payment Event"):

- 8.1.1** Payment Event 1: Subject to the "Holdback" described in Section 8.2 below, 25% of the Start-Up Payment will be paid to Contractor upon completion of Project Staff training. Contractor shall complete training by _____ *[Date to be proposed by Contractor]*;
- 8.1.2** Payment Event 2: Subject to the "Holdback" described in Section 8.2 below, 25% of the Start-Up Payment will be paid to Contractor upon satisfactory testing (in the State's discretion) of the key functionality of the Contact Center with a pilot group of at least [] customers testing the UHIP Web Portal by _____ *[Date to be proposed by Contractor]*;
- 8.1.3** Payment Event 3: Subject to the "Holdback" described in Section 8.2 below, 25% of the Start-Up Payment will be paid to Contractor when the Contact Center functionality first is operational to the State's satisfaction, *[as set forth in the Proposal and negotiated by the State]* by **October 1, 2013**;
- 8.1.4** Payment Event 4: Subject to the "Holdback" described in Section 8.2 below, 25% of the Start-Up Payment will be paid to Contractor when _____ *[STATE TO PROVIDE PAYMENT EVENT 4]* Contractor shall cause this to occur no later than _____.

8.2 Start-Up Payment Holdback. The State shall retain ten percent (10%) from each installment of the Start-Up Payment, the total of such payments so held back shall be invoiced thirty (30) days after the Contact Center is fully functional in accordance with the requirements of this Agreement and has been successfully launched and accepted by the State, including without limitation full functionality of office space, telephones, computer equipment, networks, staff and other requirements. (The total of all amounts so held back are referred to herein as the "Holdback.") The State shall pay the Contractor with respect to a properly issued invoice for the Holdback within sixty (60) days after the State's receipt of the Contractor's invoice therefor.

8.3 Cost Per Contact Payments. All payments due hereunder (other than the Start-Up Payment installments), shall be based on a cost-per Contact basis in accordance with the Cost Per Contact Fee Schedule attached hereto as Schedule 8.3 (each a "Cost Per Contact Payment").

8.4 Invoices. Subject to Section 8.2, Contractor shall submit detailed and correct invoices for the Start-Up Payment installments no later than 10 days following the completion of each Payment Event. In addition, Contractor shall submit detailed and correct monthly invoices to the State for all Cost Per Contact Payments no later than ten (10) days following the end of each month. Within sixty (60) days after the State's receipt of a correct and undisputed invoice, together with evidence satisfactory to the State indicating that the number of Contacts set forth on such invoice was in fact received by Contractor, the State shall pay Contractor the amount due as set forth on such invoice. The invoice(s) and data underlying each invoice

shall be delivered to the State electronically (if requested by the State) in a format compatible with the State's accounting systems. All invoices submitted shall be subject to the approval of the State Project Manager or his or her designee. Invoices must be in a format acceptable to the State, and include the following information:

- (a) This Agreement Number;
- (b) The number of the Calls for which payment is sought;
- (c) Total amount due, less any SLA Credits owed the State; and
- (d) A report in form satisfactory to the State supporting the number of Calls for which payment is sought.

Notwithstanding the fact that the Contractor deducts SLA Credits from the total amount due Contractor on its invoices, the State, by paying the amount due on such invoice, is not agreeing to the SLA Credits as determined by the Contractor, and the State shall have the right to dispute any such SLA Credits.

8.5 Other Costs and Expenses.

8.5.1 Except for the Start-Up Payment and Cost Per Contact Payments, the State shall have no liability to Contractor for any payments or reimbursement, including any costs associated with transportation, delivery, drayage, postage, express delivery service, packing, cartage, insurance, license fees, permits, out of pocket expenses, salaries, benefits, employment taxes, travel, entertainment, lodging, meals, insurance, or bonds.

8.5.2 For the avoidance of doubt, the Contractor (i) shall be responsible for the design of the Communications Network; (ii) shall install or procure the installation and activation of the Communications Network; (iii) shall be responsible for the payment of all internal and Third Party costs and expenses related to the Communications Network, including its design, installation, operation and maintenance, and including costs and expenses of Third Party communications services providers including but not limited to AT&T, Verizon and Sprint.

8.5.3 Contractor acknowledges and agrees that the State is exempt from taxes regarding performance of the scope of work under this Agreement, and that the State shall have no liability for payment of or reimbursement to Contractor for any taxes. All taxes levied in connection with this Agreement, shall be borne by Contractor.

8.6 Advance Payments Prohibited. No advance payment shall be made pursuant to this Agreement.

8.7 Overpayments to Contractor. Contractor shall pay to the State the full amount of any erroneous payment or overpayment within thirty (30) days of Contractor's detection or receipt of notice from the State of any such erroneous or over payment.

8.8 Credits. The State may, in its sole discretion, apply and offset any credits (including SLA Credits) and other amounts due to the State from Contractor under this Agreement against Contractor's invoices.

9. FUNDING CONTINGENCY.

9.1 Contractor acknowledges and agrees that this Agreement is contingent upon the availability of State and federal funds.

9.2 Notwithstanding any provision of this Agreement to the contrary, all obligations of the State, including without limitation, the obligation to make any payments under this Agreement, are fully contingent upon the availability of State and federal funds in the current or any future State fiscal year, and in no event shall the State be liable for any payments in excess of such available funds. The State does not represent or guarantee, expressly or impliedly, that it will have available funds to make any payments pursuant to this Agreement.

9.3 If any funding is delayed, reduced or eliminated in the current or any future fiscal year, then the State may, at its sole discretion, terminate or suspend this Agreement, in whole or in part, as it deems appropriate or necessary, without any liability, penalty or damages owed to Contractor. The State may, at its sole discretion, determine which portions of the Project will continue and which will be terminated.

10. SERVICE LEVEL AGREEMENTS.

10.1 Service Levels Generally. If no Service Levels are applicable to a portion of the Services, then Contractor shall perform such Services at levels of accuracy, quality, completeness, timeliness, responsiveness, resource efficiency and productivity that are equal to or higher than the accepted industry standards of first tier providers of services similar to the Services. In addition, regardless of whether any applicable Service Levels are in full force and effect, Contractor shall perform the Services in accordance with this Agreement.

10.2 Service Levels. During the Term, Contractor shall perform the Services so as to meet or exceed the Service Level Agreements ("SLAs") contained in Schedule 10 to this Agreement, which identify the performance levels expected by the State. *[During the course of negotiations between State and Contractor, additional Service Levels will be mutually agreed upon.]* Service Levels are identified within each SLA and are to be measured and reported each month by Contractor. To the extent the Parties have established a Service Level for a specific Service, the obligations described in Section 10.1 (Service Levels Generally) shall not be construed to alter, expand, diminish or supersede such Service Levels. Contractor shall be responsible for meeting or exceeding the applicable Service Levels even where doing so is dependent on the provision of Services by Subcontractors.

10.3 SLA Credits. Contractor recognizes that the State is paying Contractor to deliver the Services at specified Service Levels, and to the extent that Contractor fails to deliver the Services at such specified Service Levels, then, in addition to other rights or remedies available to the State, Contractor shall pay or provide credits to the State for such failures

specified in Schedule 10 (Service Level Agreement) (“SLA Credits”). The Parties agree that the SLA Credits reflect the diminished value of the Services as a result of any Contractor failure to provide the Services in accordance with the Service Levels, and accordingly do not constitute nor shall be construed or interpreted as penalties. For the avoidance of doubt, Contractor shall not be required to pay or provide credits an SLA Credit amount where the failure to meet the applicable Service Level was excused pursuant to Section 10.7 (Excused Performance).

- 10.4 Monthly Reporting.** Contractor shall monitor performance against the State-specified SLAs, and develop operations reports to demonstrate compliance with applicable SLAs. Contractor shall submit a monthly performance report card on all SLAs in a form to be agreed to by the State, regarding the prior month’s performance, no later than the 10th of the month, with out-of-bounds metrics visually highlighted in the report. Contractor may include additional information regarding SLA compliance in its report. Contractor shall make available to the State upon request all reports or data used in the determination of SLA compliance and calculation of SLAs.
- 10.5 Corrective Action.** When a SLA is not met, Contractor shall provide the State with a written detailed corrective action report which describes: the missed SLA, a full description of the issue, the cause of the problem, risks related to the issue, the resolution, including any failed solution implemented prior to resolution, and the proposed corrective action going forward to avoid missing the SLA in the future. Upon receipt of the report, the State may request a meeting to further discuss issues. Contractor shall implement proposed corrective action only upon approval of State.
- 10.6 Periodic Reviews.** The State and Contractor will review all SLAs annually to determine if revisions are needed. Similar reviews will be held upon the implementation of a change that impacts existing SLAs, or at the request of the State.
- 10.7 Excused Performance.** The State’s failure to perform any of its obligations or responsibilities under this Agreement shall not be deemed to be grounds for termination of this Agreement by Contractor. Contractor’s failure to perform its obligations or responsibilities under this Agreement (including meeting or exceeding applicable Service Levels) shall be excused if and only to the extent such Contractor non-performance is expressly excused under this Agreement or caused by or attributable to: (a) the fault of the State, (b) a Force Majeure Event or (c) any act or omission by any Third Party not under the control of or under agreement with Contractor. Subsection (a) and (c) of the preceding sentence shall only be applicable if: (a) Contractor notifies the State in writing as soon as is reasonable (under the circumstances) of such action or failure to act or perform and Contractor’s consequent inability to perform under such circumstances; (b) where applicable, Contractor provides the State with every reasonable opportunity to correct such action or failure to act or perform and thereby avoid such Contractor non-performance; and (c) Contractor uses best efforts to perform notwithstanding the State’s action or failure to act or perform.

11. TRAINING.

- 11.1 Contractor shall submit to the State a comprehensive training program (“Contractor’s Training Program”), which upon being approved by the State, shall be utilized by the Contractor in connection with the training of its employees. Contractor’s Training Program shall include training on various topics, including but not limited to the following topics: protocol for protecting personally identifiable and other sensitive customer information, and the information set forth in Section 2 – Scope of Work, Tasks 1 and 2 of the RFP. No changes shall be made to the Contractor’s Training Program without the prior written approval of the State.
- 11.2 Contractor and Contractor’s trainers shall be required to participate in training sessions conducted and/or scheduled by the State or the UHIP Vendor, at such times as determined by the State or the UHIP Vendor.
- 11.3 Contractor shall provide training sessions to its employees as requested by the State or the UHIP Vendor.
- 11.4 Training may also include additional training as requested by the State from time to time.

12. CONTRACTOR PROVIDED SOFTWARE.

- 12.1 Contractor shall provide the following technology in order to provide Services under this Agreement: customer relationship management (CRM); automatic call distributor (ACD); workforce management system; interactive voice response (IVR); live chat; fax, email, SMS text, TTY, auto dialing customer satisfaction inquiries and knowledge management tools.
- 12.2 *[The State will need to be given access to the Contractors technology solutions. Upon selection of Contractor’s Proposal, applicable language will be added depending on whether State access will be provided via a license, subscription etc.]*

13. REPORTS AND MEETINGS.

- 13.1 **Implementation Project Plan.** The Project Plan shall be comprised of Contractor's Project Plan in the Proposal, as revised by Contractor with the prior written approval of the State, to reflect Project changes since Contractor's initial Proposal submission. The Project Plan shall provide detailed information, including:
 - (a) all Project activities to be performed for each task to be completed by Contractor, the significant components and subcomponents of each such activity or task and a complete Schedule for completion of each such activity or task, including the dates by which each such activity or task is to be completed;
 - (b) all Project activities to be performed for each Milestone and Payment Event to be completed by Contractor, any increments and sub-increments of each Milestone and Payment Event and a complete Schedule for completion of each Milestone and Payment Event, including the dates by which each Milestone and Payment Event, increment or sub-increment will be achieved;

- (c) an assessment of risks associated with the Project and the contingency or risk mitigation strategies to be employed by Contractor and the State (any State obligations in connection herewith shall be expressly set forth in the applicable Project Plan and subject to the approval of the State) in the event of disruption or delay; provided, however, that such assessment and plans shall not affect Contractor's obligation to meet the Milestones or otherwise provide the Services.

13.1.1 Updated Project Plan. Contractor shall update the Project Plan on at least a monthly basis and as otherwise necessary to accurately reflect the status of activities, tasks, Deliverables, Milestones, Services, and other Project matters and the Schedule therefor. Any proposed updates or changes to the Project Plan, including the Schedule, by Contractor is subject to the State's written approval before such updates or changes may be incorporated into the Project Plan. Unless otherwise specifically agreed to in writing, the State's agreement on a change to the Project Plan will not relieve Contractor of liability for Liquidated Damages, SLA Credits and any other damages arising from such failures to perform its obligations as required under this Agreement. Further, the Schedule shall not change as a result of time required by Contractor to correct Deficiencies, unless otherwise agreed in advance and in writing by the State.

13.2 Other Meetings. Contractor may be required to attend management meetings with the State to review Project Plans, operational issues and progress toward annual goals on a weekly or more frequent basis if the State deems necessary. Contractor shall be responsible for producing and distributing minutes of such meetings.

13.3 Monthly Meetings and Reports. Contractor Director/Manager may be required to attend monthly meetings. No later than five (5) days in advance of these meetings, Contractor Director/Manager will submit to the State Project Manager a status Report that includes the following:

- (a) Overall status of the Project; and
- (e) Each month's Services and performance against SLAs.

13.4 Other Reports. The Contractor Project Director/Manager shall prepare or assist the State Project Manager with the preparation of any additional reports related to the Project as requested by the State Project Manager.

14. STAFFING.

14.1 Project Staff. Contractor shall staff the Project in accordance with the requirements of the RFP (See Task 1: Contract Center Operations under Section 3 – Scope of Work of the RFP (Staffing and Work Environment)). All work will be performed only by the specific individuals identified by Contractor and approved by the State, as applicable. Contractor shall not use any individual to perform work under this

Agreement without the prior written consent of the State. Any breach of this Section 14 shall constitute a material default by Contractor, in the State's sole discretion.

14.2 Vendor Call Center Director/Manager.

- (a) Contractor shall assign the Vendor Call Center Director/Manager (the "Project Director/Manager") identified in the Proposal.
- (b) The Project Director/Manager shall be fully qualified to perform the tasks required of that position under this Agreement.
- (c) The Project Director/Manager shall devote his or her best efforts on the Project, and be at the Contact Center as needed.

The Project Director/Manager shall be deemed to be Key Staff. The Project Director/Manager shall have the authority to enter into any modifications of this Agreement on behalf of Contractor and otherwise commit Contractor to any course of action, undertaking, obligation, or responsibility in connection with Contractor's performance of this Agreement, and shall be responsible on behalf of Contractor for all contractual matters.

14.3 Key Staff. Key Staff shall consist of the individuals in the specific roles identified in the Proposal, including the key roles contained in Task 1: Contract Center Operations under Section 3 – Scope of Work of the RFP (Staffing and Work Environment). All Key Staff shall be assigned to perform the Services on such basis (e.g., full time assignment or otherwise) as needed to ensure that the Services required hereunder are provided in an efficient and timely manner and in accordance with this Agreement. No re-deployment of any Key Staff may be made by Contractor without prior written consent of the State. The Contractor agrees to supply the Key Staff proposed for the duration proposed, throughout the life of this Agreement other than for just cause. Just cause is defined as death, resignation, termination or military recall.

14.4 Reassignment/Replacement of Contractor Personnel.

- (a) During the Term, the State reserves the right to require Contractor to reassign or otherwise remove from the Project any Key Staff who are found to be performing in an incompetent or unprofessional manner by the State. Upon being notified in writing by the State Project Director that an individual Project Staff member is unacceptable, Contractor shall immediately remove that individual from any assignments related to this Agreement, and follow the replacement process described herein.
- (b) No reassignment of any Key Staff may be made without prior written consent of the State, except for just cause. "Just cause" is defined as death, resignation, termination of employment, or military recall.
- (c) If any Key Staff becomes unavailable, Contractor, within ten (10) business days of Contractor's receipt of said individual's unavailability, shall provide

the State the resume of three (3) proposed replacements and offer the State an opportunity to interview each person and select the most appropriate replacement candidate. If the State is not reasonably satisfied with the proposed replacement, it shall inform Contractor in writing within three (3) business days after the later of receiving the resumes or completing any interview of the proposed replacement. Such process shall be repeated until a proposed replacement is approved by the State. Contractor shall use best efforts to promptly make such replacement. Replacement of such Key Staff, if approved by the State, shall have equal or greater ability, experience, and training than the individual being replaced.

- (d) In the event of any replacement of the Contractor Manager/Director or Key Staff, if circumstances permit, Contractor shall provide for an appropriate transition (overlap) period for the new individual and use best efforts to minimize any disruption such replacement may cause in the performance of Contractor's obligations under this Agreement.
- (e) Contractor may be liable, at the State's discretion, for all costs associated with any unplanned turnover of Project Staff, including, but not limited to, briefing and training any such new personnel.

14.5 Supervision and Conduct of Project Staff. Contractor shall be responsible for the performance of all Project Staff assigned to provide Services under this Agreement, and shall direct the management of such Project Staff. Contractor shall be exclusively responsible for determining and paying all applicable wages and salaries, including applicable overtime and other premium pay, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance, and pension or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, and licensing fees, and other applicable payments, and the filing of all necessary documents, forms and returns pertinent to all of the foregoing, including the following: (a) complying with applicable tax regulatory requirements, including income tax and employment tax withholding regulatory requirements; (b) complying with all applicable regulatory requirements governing the employment relationship between Contractor and Project Staff, including regulatory requirements, as applicable, relating to accommodation of disabilities, equal pay, provision of leave (e.g., FMLA, jury duty, etc.), unlawful discrimination, as well as wage and hour requirements; (c) complying with all applicable workers' compensation insurance coverage regulatory requirements; (d) ensuring that the Project Staff are appropriately licensed and/or supervised to perform their assigned duties in accordance with applicable regulatory requirements; and (e) maintaining all required employment records, including I-9, personnel and medical files consistent with applicable regulatory requirement and customary business practices.

14.6 Compliance with State and Federal Laws and Regulations. In performing the services under this Agreement, Contractor, Project Staff and each Subcontractor, and its Project Staff shall comply with all applicable State and federal laws and

regulations. Contractor shall be responsible for the distribution of applicable State and federal laws and regulations to Project Staff to the extent necessary and appropriate.

- (a) Contractor shall comply with the requirements of Title VI of The Civil Rights Act Of 1964 (42 USC 2000D et seq.); Section 504 of The Rehabilitation Act of 1973, as amended (29 USC 794); Title IX of The Education Amendments of 1972 (20 USC 1681 et seq.); the United States Department of Health And Human Services Regulations found at 45 CFR, Parts 80 and 84; and the United States Department of Education Implementing Regulations (34 CFR, Parts 104 and 106); which prohibit discrimination on the basis of race, color, national origin, handicap, or sex, in acceptance for or provision of services, employment, or treatment in educational or other programs or activities. Contractor acknowledges receipt of Appendix B: Notice To Department Of Human Services Service Providers of Their Responsibilities Under Title VI of The Civil Rights Act of 1964 or the RFP, and Appendix C: Notice To Department of Human Services Service Providers of Their Responsibilities Under Section 504 of The Rehabilitation Act Of 1973, incorporated herein by reference and made part of this Agreement. Contractor shall comply with all other provisions applicable to law, including The Americans with Disabilities Act of 1990, as amended; The Governor's Executive Order No. 96-14, which prohibits discrimination on the basis of race, sex, age, national origin, sexual orientation, or disability; The Governor's Executive Order No. 95-11 relating to sexual harassment, and requirements of DHS for Safeguarding of Client Information.

14.7 Probity Investigations by the State. Contractor hereby acknowledges and agrees that the State shall have the right to conduct probity investigations of any Project Staff prior to and during the Term.

14.8 Background Checks. Contractor shall ensure that Project Staff are authorized to work in any jurisdiction in which they are assigned to perform Services and are not otherwise disqualified from performing the Services under applicable State and federal laws and regulations. All Project Staff shall be subject to security clearances as required by the State in its sole discretion.

14.9 Substance Abuse Policies for Project Staff. Contractor agrees to comply with the requirements of the Governor's Executive Order No. 89-14, the Federal Anti-Drug Abuse Act of 1988; the State's Drug-Free Workplace Policy and in accordance therewith has executed Appendix D: Drug-Free Workplace Policy Contractor Certificate of Compliance of the RFP. The State, in its sole discretion, may conduct drug test(s) on any Project Staff prior to or during the Term.

14.10 Written Compliance Requirement. Contractor shall require and cause all Project Staff assigned to work on this Project, to sign a written agreement, in a form reasonably satisfactory to the State, in which such person(s) agrees to comply with

(i) applicable State and federal laws and regulations and (ii) the confidentiality and security provisions of this Agreement.

14.11 State Project Manager. The State Project Manager will manage this Agreement on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Agreement.

15. RECORDKEEPING; AUDITS.

15.1 Recordkeeping. With respect to the performance of the Services, Contractor shall, and require its Subcontractors to, maintain all Records in accordance with all applicable State and federal laws and regulations, which are incorporated herein by this reference and related retention and access requirements.

15.1.1 All Records, including training records shall be in a format satisfactory to the State and readily retrievable within three (3) business days for review at the request of the State, the federal government, and State's internal and external auditors, regulators and other representatives, including customers, clients, vendors, licensees and other Third Parties to the extent the State is legally or contractually obligated to submit to audits by such entities (all such Parties and entities, the "Permitted Auditors"). When an audit is in progress or audit findings are unresolved, records shall be kept for a period of five (5) years or until all issues are finally resolved, whichever is later.

15.1.2 Contractor shall maintain Records for three (3) years after final payment under this Agreement, or the expiration or termination of this Agreement, whichever is later.

15.1.3 Contractor shall keep Records relating to matters in litigation for six (6) years after the termination of the litigation, including all appeals.

15.2 Inspection of Records. All Records shall be subject to examination, inspection, copying, or audit by the State Project Manager and/or his or her designee and federal government officials so authorized by applicable federal laws or regulations. Access to Records shall be provided within Providence County during the Term. State or federal government access to the Records during the three (3) year period after the Term or six (6) year period following litigation shall be at no cost to the State or the federal government.

15.3 Subcontracts. Contractor shall include the Records retention and review requirements of this Agreement in any of its Subcontracts.

15.4 Examination and Audit. In connection with any and all audits conducted by the State or the Permitted Auditors, the Parties shall follow the procedures set forth below during the Term.

15.4.1 The State and the Permitted Auditors shall have the right to conduct audits of Contractor and its Subcontractors, provided that such Permitted Auditors

have agreed in writing to be bound by the confidentiality terms that are substantially similar to those in this Agreement.

15.4.2 Contractor shall provide such cooperation and assistance as may be reasonably requested by the State and/or its Permitted Auditors in conducting any audit, and shall make requested Project Staff and Records available. In performing audits, the State shall give Contractor fifteen (15) days advance notice of audits; provided, however, the fifteen (15) day advance notice requirement shall not apply in connection with audits by or in connection with federal governmental authorities.

15.4.3 Upon the State's request, Contractor shall assist the State, in conducting and/or responding to any audit or audit request, including assisting in the State's attempts to obtain required certifications or other confirmations.

15.4.4 In performing any audits, the State and the Permitted Auditors shall use commercially reasonable efforts to avoid unnecessary disruption of Contractor's operations and unnecessary interference with Contractor's ability to perform the Services in accordance with this Agreement. Access for such audits shall be provided during normal business hours, except as may reasonably be required on an emergency basis or by applicable State and federal laws and regulations.

15.4.5 Contractor shall provide to the State (and the Permitted Auditors) reasonable private workspace in which to perform an audit, plus access to photocopiers, telephones, facsimile machines, computer hook-ups and any other facilities or equipment reasonably requested for the performance of the audit.

15.4.6 Contractor acknowledges that the State may engage in unannounced physical or electronic audits, inspections and visitations of Contractor locations through which Services are performed under this Agreement if required by applicable State and federal laws and regulations, or if the State determines in good faith that Contractor is not performing in compliance with this Agreement, then upon five (5) days advance notice.

15.4.7 The State (and the Permitted Auditors) shall not audit Contractor more than two (2) times per year. The foregoing limitation on the number of audits shall not apply: (i) if additional audits are required by applicable State and federal laws and regulations; (ii) if additional audits are required as a result of Contractor's non-compliance with this Agreement; or (iii) to audits by the federal government.

15.5 Operations Audits. The State and the Permitted Auditors shall have the right to conduct any reasonable type of operations audit to verify that the performance of the Services are in compliance with this Agreement. Such audit shall, as determined by the State and the Permitted Auditors: (a) verify the integrity of the Data in Contractor's possession or under its control; (b) examine the systems that process,

store, support and transmit that data; (c) examine the internal controls (e.g., IT, finance and accounting, procurement, organizational controls, input/output controls, system modification controls, processing controls, system design controls and access controls) and the security, disaster recovery, business continuity and back-up practices and procedures; (d) examine Contractor's performance of the Services, including but not limited to audits of call quality and responsiveness; (e) verify Contractor's reported performance against the applicable SLAs; (f) examine Contractor's measurement, monitoring and management tools; and (g) enable the State to meet applicable legal, regulatory and contractual requirements (including those associated with the ACA and the Sarbanes-Oxley Act of 2002 and the implementing regulations promulgated by the United States Securities and Exchange Commission and Public Company Accounting Oversight Board), in each case to the extent applicable to the Services.

15.6 Financial Audits. The State and the Permitted Auditors shall have the right to conduct any type of reasonable financial audit to verify that Contractor's invoices have been calculated in compliance with the invoicing and pricing terms and conditions and the compliance of the foregoing with the terms and conditions of this Agreement. Such audit may, in addition, as determined by the State: (a) verify the accuracy and completeness of Records; (b) examine the financial controls, processes and procedures utilized by Contractor; and (c) enable the State to meet applicable legal, regulatory and contractual requirements, in each case to the extent applicable to the Services and/or the payments for such Services. The State and its Permitted Auditor may perform audits of the actual costs incurred by Contractor for all Agreement activities. Contractor shall maintain and apply a cost accounting system having the capability of accumulating all pertinent cost data in sufficient detail to facilitate this analysis.

15.7 Audit Results.

15.7.1 Results of Operations Audits. If an operations audit reveals that Contractor is not in compliance with any applicable State and federal laws and regulations or this Agreement, Contractor shall be responsible for and liable for, at Contractor's sole cost and expense, promptly taking any and all actions necessary to comply with such applicable State and federal laws and regulations or this Agreement. In addition, Contractor shall promptly reimburse the State for the actual cost of such audit and any damages, fees, fines or penalties assessed against or incurred by the State as a result thereof.

15.7.2 Results of Financial Audits. If a financial audit reveals an overcharge by Contractor, Contractor shall promptly pay to the State the amount of such overcharge, together with interest from the date of Contractor's receipt of such overcharge at the same rate of interest under applicable State law. In addition, if any such audit reveals an overcharge of more than three percent (3%) of the audited payments in any payment category, Contractor shall promptly reimburse the State for the actual cost of such audit (including all

fees of any Permitted Auditors) and any damages, fees, fines or penalties assessed against or incurred by the State as a result thereof.

15.7.3 Audit Follow-Up. Contractor and the State shall meet promptly upon the completion of a State audit (but in no event more than fifteen (15) days after completion) conducted pursuant to this Agreement (i.e., an exit interview) and/or the issuance of an interim or final report to Contractor and the State following an audit. Contractor shall develop for State approval an action plan for Contractor to take (within thirty (30) days, unless a shorter resolution time is mutually agreed to by the Parties in writing) any and all actions necessary for Contractor to rectify, at its own cost and expense, its non-compliance with the applicable State and federal laws and regulations or this Agreement, or otherwise resolve any deficiencies, problems, concerns and/or recommendations identified in such exit interview and/or audit report.

15.8 Governmental Audits of the State. The State may be subject to regulation and audit by the federal government or standards organizations. Contractor shall provide all assistance reasonably requested by the State in responding to such audits or requests for information (including allowing the State to conduct an audit), and shall do so in an expeditious manner to facilitate the prompt closure of such audit or request.

15.9 Contractor Internal Audit. If Contractor determines as a result of its own internal audit that it has: (a) overcharged the State, then Contractor shall (i) promptly pay to the State the amount of such overcharge, plus interest from the date of Contractor's receipt of such overcharge at the same rate of interest under applicable law, and (ii) investigate why such overcharge occurred and identify in writing to the State what actions Contractor is taking to ensure that such overcharge shall not occur again; and/or (b) failed to perform a task, activity or process in compliance with the applicable State and federal laws and regulations, regulation, State Policy(ies) or term of this Agreement, then Contractor shall (i) investigate why such failure occurred and identify in writing to the State what actions Contractor is taking to ensure that such failure shall not occur again, and (ii) work with the State to identify the portion of the Services that may have been impacted and the State personnel affected by such failure.

15.10 Contractor Response to External Audits. If an audit by the federal government or by a standards organization having jurisdiction over the State or Contractor results in a finding that Contractor is not in compliance with any applicable State and federal laws and regulations, including any generally accepted accounting principle or other audit requirement relating to the performance of its obligations under this Agreement, Contractor shall, at its own expense and within the time period specified by such auditor, address and resolve the deficiency(ies) identified by the federal government or standards organization.

15.11 Audit Costs. Contractor shall provide the audit-related Services and the audit assistance and compliance described in this Section 15 at no additional charge to the State.

16. STATE PROPERTY.

16.1 Ownership. Except as otherwise provided in this Agreement, the State shall retain title to all Property furnished by the State and all Data collected by the Contractor in performing Services under this Agreement.

16.2 Use of Property. Contractor shall use all Property furnished by the State solely for the performance of its obligations under this Agreement, unless otherwise provided herein.

16.3 Surrender of Property. Contractor shall surrender to the State all Property and Data (in format and on the media determined by the State) upon expiration or termination of this Agreement.

17. SERVICES. Contractor shall begin to perform the Services on the Effective Date. Contractor shall at all times perform the Services in accordance with the requirements of this Agreement including the SLAs, and applicable State and federal laws and regulations. Contractor shall provide the personnel and all materials and resources necessary for the performance of the Services.

17.1 *[Continuity of Services. Contractor shall maintain and adhere to the approved disaster recovery and business continuity plans (the "Continuity Plans"), which are attached to and incorporated in ____.]*

17.2 Force Majeure Events.

17.2.1 Contractor. Contractor shall not be liable for any excess costs to the State if the failure in performance of Contractor's obligations results from a Force Majeure Event.

17.2.2 State. The State shall not be liable or responsible for delays or failures in performance if the failure in performance results from events beyond the reasonable control of the State which occurred without fault or negligence of the State. Such events shall include but not be limited to acts of God, the public enemy, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, or other disasters, whether or not similar to the foregoing.

17.2.3 Duration and Notification. If the Party claiming the benefit of the Force Majeure Event (the "Non-Performing Party") is not at fault due to a Force Majeure Event, the Non-Performing Party shall be excused from performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use all commercially reasonable efforts to recommence performance or observance whenever and to whatever extent reasonably possible without delay. Any Party so prevented, hindered or delayed in its further performance shall, as quickly as practicable under the circumstances, notify the Party to whom performance is due by telephone (and use commercially reasonable efforts to confirm in

writing within one (1) day of the inception of such delay) and describe at a reasonable level of detail the circumstances of the Force Majeure Event, the steps being taken to address such Force Majeure Event and the expected duration of such Force Majeure Event. The occurrence of a Force Majeure Event shall not relieve Contractor of its obligation to implement [**Continuity Plans**], except to the extent such Force Majeure Event prevents such implementation.

17.2.4 Disaster Recovery Execution. In the event of an emergency, Service interruption or Force Majeure Event, Contractor shall implement to the extent necessary the applicable steps set forth in the [**Continuity Plans**], subject to consultation with the State.

17.3 Usufruct. If, for any reason other than breach of this Agreement by the State, including a material adverse change in the Contractor's financial condition, the Contractor loses its ability to perform its obligations under this Agreement in the reasonable opinion of the State, the State shall acquire a usufruct in all contractual items owned, licensed and licensed by the Contractor and which are (i) used in connection with Contractor's performance under this Agreement and/or (ii) necessary to provide the services Contractor is obligated to provide under this Agreement. Said usufruct shall be limited to the right of the State to possess and make use of such contractual items solely for the use and benefit of the State in operating, maintaining and performing the systems and services that are to be operated, maintained and performed by the Contractor under this Agreement. Such usufruct shall continue in duration only for so long as the Contractor is unable to perform its obligations under this Agreement, and such usufruct shall be limited in scope to the systems, equipment, programs, services and other items being used by the Contractor to provide services to the State under this Agreement.

17.4 Quality Assurance.

17.4.1 Contractor and its Subcontractors shall provide, maintain and adhere to a quality assurance system subject to the written approval of the State covering Services under this Agreement.

17.4.2 Contractor will keep records evidencing inspections and their results, and will make these records available to the State during the Term. Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance system or other similar business practices related to performance of this Agreement.

17.4.3 All Deliverables may be subject to inspection and testing by the State or its authorized representatives in order to monitor and evaluate performance, compliance, and/or quality assurance.

17.4.4 Contractor and its Subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State.

Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.

18. WARRANTIES.

18.1 Non-Infringement. Neither the Contractor provided Software, Services, and/or Work Product, and/or any portion thereof, (collectively, the "**Materials**"), nor any use of the Materials for their permitted or intended purposes, shall violate, infringe upon, or misappropriate any patent, copyright, trade secret, trade name, or other intellectual property rights, moral rights, or proprietary rights of any third party, or breach any contract by which Contractor is bound, (b) the Materials are not the subject of any allegation or claim that, if true, would conflict with Contractor 's obligations under this Agreement or the applicable Schedule(s), (c) the Materials are not subject to any agreements or licenses to or from third parties that impose any obligations on State beyond the State's obligations under this Agreement, and (d) Contractor has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer to a third party any right, title or interest in or to any technology or intellectual property right that would conflict with Contractor 's obligations under this Agreement (collectively, any breach of this section shall be referred to hereinafter as "**Infringement**").

18.2 Interface. Contractor acknowledges and agrees that the State may be or in the future work with Third Parties to develop, maintain and support various State systems which may involve the development and/or use of application interfaces between the Third Party systems and the Software. Contractor shall fully cooperate and work with the State and Third Parties at no additional charge in connection with any such interfaces.

19. CHANGE ORDERS.

19.1 When Change Orders are Permitted. The State may permit changes in the scope of Services, time of performance or approved budget of Contractor to be performed hereunder. Such changes are subject to the mutual written agreement of the State and Contractor, and shall be in the form of numerically consecutive amendments to this Agreement, excluding "Special Projects." Special Projects are defined as additional services available to the State on a time and materials or per diem basis as negotiated by project or activity. These activities, which are anticipated to be in support of State health care initiatives, may include enhanced professional services, clinical expertise, technical support to eliminate State backlogs, outreach efforts, etc. The Parties understand that these may include funding from State-only programs and grants. The Change Order will specify the scope of the change and the expected completion date. Any Change Order shall be subject to the same terms and conditions of this Agreement, unless otherwise specified in the Change Order and agreed upon by the Parties. The Parties will negotiate in good faith and in a timely manner all aspects of the proposed Change Order. . The Contractor shall not perform any work outside the scope of this Agreement prior to the issuance of an authorized Change Order.

19.2 Timing. As soon as possible after receipt of a written change request from the State, but in no event more than ten (10) days thereafter, Contractor shall determine if there is an impact on price with the change requested and provide the State a written statement to identify any price impact on this Agreement or to state that there is no impact. In the event that price will be impacted by the change, Contractor shall provide a description of the asserted price increase or decrease involved in implementing the requested change. No change shall be implemented by Contractor until such time as Contractor receives an approved written Change Order.

19.3 Agreement. Contractor and the State Project Manager shall negotiate in good faith and in a timely manner as to the price and the impact on the Schedule of any Change Orders. If the Parties reach an agreement in writing, the terms hereof shall be modified accordingly.

20. SUBCONTRACTORS.

20.1 Use of Subcontractors. Contractor may, subject to the terms of this Section 20, use Subcontractors. All Subcontractors, and Subcontracts, shall be subject to the prior written approval of the State. Contractor is solely responsible for all work performed under this Agreement and shall assume prime contractor responsibility for all Services, Deliverables and other obligations required of Contractor under this Agreement. The State will consider Contractor to be the sole point of contact with regard to all contractual matters.

20.2 Subcontracts. Contractor shall include in its Subcontracts a provision that the Services to be provided by the Subcontractor are for the benefit of the State as well as flow-down provisions, terms and conditions that are consistent in all material respects with the provisions of this Agreement to the extent applicable, including those provisions relating to termination provisions (other than termination for convenience, it being understood and agreed that Contractor shall be solely responsible for any obligations that arise under or with respect to such Subcontracts after the Term), personnel requirements, the State's Intellectual Property, the State's audit rights, privacy and data safeguards, confidentiality, representations and warranties, certifications (including the Standard Certifications), indemnification obligations and insurance. Without limiting the foregoing, Contractor shall require all of its Subcontractors to carry insurance of the types set forth in this Agreement at levels customary and appropriate for the types and volumes of services being provided by the Subcontractors. Contractor shall provide the State with access to all Subcontracts and other documents relating to the Subcontractors' performance of the Services and amounts charged to the State under this Agreement as reasonably necessary to satisfy the State's internal control requirements. All Subcontractor employees, agents and consultants assigned to perform work under this Agreement and at the site may be subject to security clearance at the sole discretion of the State.

20.3 Probity Investigation of Subcontractors. Contractor hereby acknowledges and agrees that the State shall have the right to conduct probity investigations of any Subcontractor prior to and during the term of its Subcontract with Contractor.

Contractor shall be responsible for notifying Subcontractors of the possibility of such probity investigations.

20.4 Responsibility for Subcontractors. In no event shall Contractor be relieved of its obligations under this Agreement as a result of its use of any Subcontractors, including any failure by Subcontractor to perform its obligations to Contractor. Contractor shall supervise the activities and performance of each Subcontractor and shall remain wholly and fully responsible and liable for the actions and omissions of each Subcontractor and/or for any act or failure to act by such Subcontractor in connection with or related to this Agreement. Contractor shall ensure that each Subcontractor has obtained and maintains all governmental approvals and other Third Party licenses, authorizations, approvals and consents required in connection with the Services for which such Subcontractor is responsible. Contractor shall be the State's sole point of contact regarding the Services that are subcontracted, including with respect to payment. Payments to Subcontractors. Contractor shall directly pay to all Subcontractors all amounts due in accordance with their respective Subcontracts.

20.5 No State Responsibility. The State shall not be responsible to pay any Subcontractor any amount due under its respective Subcontracts arising out of indemnity claims for which Contractor is responsible. No Subcontractor shall have any right against the State for labor, services, materials or Equipment furnished for the Services. Contractor acknowledges that its indemnity obligations to its Subcontractors under this Section 20 shall include all claims for payment or damages by any Subcontractor who furnishes or claims to have furnished any labor, services, materials or Equipment in connection with the Services, except to the extent its Subcontract has been assigned to the State as contemplated hereunder. Notwithstanding the foregoing, in the State's sole discretion, it can elect to pay Subcontractors directly if the Contractor fails to so pay the Subcontractor, in which event the State may deduct any such payments made to Subcontractors from the amount the State owes the Contractor.

20.6 Assignability of Subcontracts. All Subcontracts entered into by Contractor with respect to this Agreement shall be assignable to the State, solely at the State's election and without cost or penalty (it being understood and agreed that in the event the State elects to have the rights and benefits under such Subcontracts assigned to it, it shall assume the obligations and liabilities under such Subcontracts).

20.7 Removal/Replacement of Subcontractors. The State shall have the right to require Contractor to replace a Subcontractor for any reason, including, but not limited to: (a) material non-performance of the applicable Services performed by such Subcontractor in the State's reasonable determination that is not cured within a reasonable amount of time; (b) engagement by such Subcontractor in illegal activity or material violation of State and federal laws and regulations that is not cured within a reasonable amount of time, or (c) material violation of this Agreement attributable to such Subcontractor that is not cured within a reasonable amount of time. Upon any occurrence of any of the preceding events, the State shall

promptly notify the Contractor of such occurrence in writing, and, if required by the State, Contractor shall replace such Subcontractor (at no penalties, fees or damages to the State) with another Subcontractor as soon as reasonably possible after receipt of such notice from the State, and such replacement Subcontractor shall be subject to the prior written approval of the State and subject to all requirements applicable to Subcontractor(s) under this Agreement. At all times, notwithstanding the removal of the Subcontractor, Contractor shall continue to perform all of its obligations under this Agreement in compliance with all of the terms and conditions of this Agreement.

21. DATA PROTECTION, SECURITY AND CONFIDENTIALITY

21.1 HIPAA Compliance. Contractor shall comply with all applicable requirements of the Health Insurance Portability & Accountability Act of 1996, Public Law 104-191, and its implementing regulations, as amended from time to time, including HIPAA privacy and security rules, transaction standards and protocols adopted under Sections 1104 and 1561 of the ACA, and the requirements in the attached Appendix F: Business Associate Agreement.

21.2 Ownership of Data. The Data is and shall remain the property of the State. Contractor shall promptly deliver the Data (or the portion of such the Data specified by the State) to the State in the format and on the media determined by the State: (a) at any time upon reasonable notice and at the State's reasonable request; and (b) at the end of the Term (except Records, which shall be retained by Contractor for the Record Retention Period, unless otherwise agreed in writing by the State). Thereafter, Contractor shall return or destroy (and with respect to Project Staff, shall ensure the return or destruction of), as requested and directed by the State, all copies of Data in the possession of or under the control of Contractor or Project Staff as soon as possible, but in no event later than thirty (30) business days, and shall upon the State's written request, deliver to the State written certification of such return or destruction signed by an authorized representative of Contractor or the applicable Project Staff. Contractor shall not withhold any of the Data as a means of resolving any dispute. The Data shall not be utilized by Contractor for any purpose other than the performance of Services under this Agreement and Contractor shall at all times comply with any applicable State and federal laws and regulations as may be amended from time to time. The Data shall not be sold, assigned, leased, encumbered, commercially exploited or otherwise provided to Third Parties by or on behalf of Contractor or any Project Staff without the State approval. Contractor shall promptly notify the State in writing if it believes that the Data has been used in a manner inconsistent with the foregoing.

21.3 Security.

21.3.1 Safeguarding Procedures. Contractor shall establish and maintain physical, environmental, safety and facility procedures, data security procedures and other safeguards against the destruction, loss, unauthorized access or alteration of the data in the possession and/or control of Contractor or Project Staff ("Data") which are: (a) no less rigorous than those maintained

by the State prior to the Effective Date; (b) no less rigorous than those maintained by the State for its own information of a similar nature or for other customers of Contractor with respect to information of a similar nature; and (c) adequate to meet the requirements of the State's privacy, security and records retention policies and applicable State and federal laws and regulations, including HIPAA and the ACA. With respect to the Data in Contractor's possession or direct or indirect control, Contractor shall provide the State with downloads of the Data in Contractor's possession, as requested by the State, to enable the State to maintain backup security or backup copies of the Data. Contractor shall remove all the Data from any media taken out of service and shall destroy or securely erase such media in accordance with applicable industry standards. No media on which the Data is stored may be used or re-used to store data of any other customer of Contractor or to deliver data to a Third Party, including another Contractor customer, unless securely erased. In the event Contractor discovers or is notified of a breach or potential breach of security relating to the Data in Contractor's possession or direct or indirect control, Contractor shall: (i) expeditiously notify the State in writing of such breach or potential breach in sufficient time to allow the State to comply with any applicable notification or other State and federal laws and regulations; (ii) investigate such breach or potential breach and perform a Root Cause Analysis thereon and provide such root cause analysis report to the State; (iii) remediate the effects of such breach or potential breach of security, provided that the State, its Third Parties or its Affiliates are not the direct cause of the breach or potential breach; (iv) provide the State with such assurances as the State shall request that such breach or potential breach shall not recur, provided that the State, its Third Parties or its Affiliates are not the direct cause of the breach or potential breach; (v) provide periodic updates of any investigations to the State; and (vi) cooperate with the State with respect to any investigation by the State.

21.3.2 Reconstruction Procedures. As part of the Services, Contractor shall be responsible for developing and maintaining procedures for Data backup and restoration to the last back-up and/or restoration of lost the Data using other generally accepted data restoration techniques which are no less rigorous than those maintained by Contractor, as modified by Contractor from time to time, for its own information of a similar nature, and no less rigorous than accepted industry standards.

21.3.3 Corrections. Contractor shall correct (including data backup and restoration from scheduled backups or, if not available on such backups, using other generally accepted data restoration techniques), at no charge to the State any unauthorized destruction, loss or alteration of any the Data in Contractor's possession or direct or indirect control, attributable to the failure of Contractor or Project Staff.

21.3.4 Data Access. Upon reasonable notice and the State's written request, the State shall have the right to access all computer or other files to the extent such computer or other files contain the Data, as well as all systems and

network logs, system parameters and documentation to the extent such systems, logs, parameters and documentation contain the Data (collectively "Data Files"). At no time shall any of such files or other materials or information be stored or held in a form or manner not readily accessible to the State. Contractor shall provide to the State all passwords, codes, comments, keys, documentation and the locations of any such files and other materials promptly upon the request of the State, including Equipment and Software keys and such information as to format, encryption (if any) and any other specification or information necessary for the State to retrieve, read, revise and/or maintain such files and information. Upon the request of the State, Contractor shall confirm in writing that, to the best of its knowledge, all the Data Files provided to the State are materially complete and that no material element, amount or other fraction of such the Data Files has been deleted, withheld, disguised and/or encoded in a manner inconsistent with the purpose and intent of providing the access to the State as contemplated by this Agreement.

21.3.5 Advice on Best Practices. Contractor and the State shall discuss, as appropriate at applicable meetings, data security practices, procedures and safeguards in effect for other Contractor customers, subject to Contractor's confidentiality obligations, where such practices, procedures and safeguards are of a higher standard than those contemplated under this Agreement.

21.4 Confidentiality.

21.4.1 Confidentiality Obligations.

- (a) During the Term and at all times thereafter, Contractor and the State shall not disclose, and shall maintain the confidentiality of, all Confidential Information of the other Party. The Contractor shall each use at least the same degree of care to safeguard and to prevent disclosing to Third Parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss or alteration of its own information (or information of its customers) of a similar nature, but not less than reasonable care. The identification of all the State's procedural requirements for protection of the State's Confidential Information from unauthorized use and disclosure shall be provided by the State in writing to Contractor. If the methods and procedures employed by Contractor for the protection of Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The State may require, in its sole discretion, Project Staff, and its agents, consultants, Subcontractors personnel, and representatives, having access to the State Confidential Information to be execute a written non-disclosure agreement that contains terms and conditions substantially similar to those set forth in this Agreement protecting the State Confidential Information, [***a form of which is set forth in Exhibit ___***]. Upon the State's request, Contractor shall cooperate

with, and enforce, such terms and conditions. Contractor shall ensure that Project Staff shall have access to the State Confidential Information only to the extent necessary for such Project Staff to perform his or her obligations under or with respect to this Agreement or as otherwise naturally occurs in such Project Staff's scope of responsibility, provided that such access is not in violation of any State and federal laws and regulations.

- (b) Except as otherwise permitted in this Agreement, neither Party shall: (i) make any use or copies of the Confidential Information of the other Party except as contemplated and permitted by this Agreement; (ii) acquire any right in or assert any lien against the Confidential Information of the other Party; (iii) sell, assign, transfer, lease or otherwise dispose of Confidential Information to Third Parties or commercially exploit such information; or (iv) refuse for any reason (including a default or material breach of this Agreement by the other Party) to promptly provide the other Party's Confidential Information (including copies thereof) to the other Party if requested to do so.

21.5 Subject to State Law. Notwithstanding the above, Contractor acknowledges that the State is subject to R.I.G.L. 38-2-2(5) and that this Agreement shall be a public record as defined in R.I.G.L. 38-2-2(5). Any specific information that is claimed by Contractor to be Confidential Information, must be clearly identified as such by Contractor. To the extent consistent with R.I.G.L. 38-2-2(5), the State shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view Contractor's Confidential Information, the State will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, the State will release the requested information on the date specified.

21.6 Exclusions. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available through no fault of Contractor, is already rightfully in Contractor's possession and which is not subject to prior contrary obligations of confidentiality, is independently developed by Contractor without the use of such confidential data or information outside the scope of this Agreement, or is rightfully obtained from third Parties and which is not subject to prior contrary obligations of confidentiality. Contractor and its staff may be required to sign a non-disclosure form. The Parties acknowledge and agree that Confidential Information that is not generally available to the public shall not be deemed public or subject to this exclusion merely because it is combined with information that is generally available to the public.

21.7 Legally Required Disclosures. The Receiving Party may disclose the Confidential Information of the Disclosing Party to the extent disclosure is based on the good faith written opinion of the Receiving Party's legal counsel that disclosure is required by applicable State and federal laws and regulations; provided, however, that the Receiving Party shall give advance notice of such requested disclosure and a legal opinion to the Disclosing Party prior to any such disclosure and shall use

commercially reasonable efforts to obtain a protective order or otherwise protect the confidentiality of the Disclosing Party's Confidential Information. Notwithstanding the foregoing, the Disclosing Party reserves the right to obtain a protective order or otherwise protect the confidentiality of such Confidential Information. For purposes of this, the Parties' in-house counsel or law department may act as their respective legal counsel.

21.8 Notification and Mitigation. In the event of any impermissible disclosure, loss or destruction of Confidential Information, the Receiving Party shall immediately notify the Disclosing Party and take all reasonable steps to mitigate any potential harm or further disclosure, loss or destruction of such Confidential Information.

21.9 Return/Destruction of Confidential Information. Upon the expiration or termination of the Term, and at any other time upon written request by the Disclosing Party, the Receiving Party shall return to the Disclosing Party all applicable Confidential Information (including all documentation in any medium to the extent it contains, refers to, or relates to the Confidential Information) of the Disclosing Party then in its possession or control, in whatever form, or, in the case of a written request by the Disclosing Party, the Confidential Information specified in such request as then in the Receiving Party's possession or control, in whatever form, in any case within thirty (30) days (except Records, which shall be retained by Contractor for the Record Retention Period unless and to the extent Contractor is directed by the State to deliver such Records to the State prior to the expiration of such Record Retention Period). In addition, unless the Disclosing Party otherwise consents in writing, the Receiving Party also shall deliver to the Disclosing Party or, if requested by the Disclosing Party, shall delete or destroy, any copies, duplicates, summaries, abstracts or other representations of any such Confidential Information or any part thereof, in whatever form, then in the possession or control of the Receiving Party. Notwithstanding the foregoing: (a) Contractor may retain a reasonable number copies of documentation and data, excluding the Data, for archival purposes or warranty support; provided, however, that any subsequent disclosure of such archived data shall comply with this Section 21; and (b) the State may retain copies of Contractor Confidential Information to the extent required by applicable State and federal laws and regulations, to the extent otherwise permitted under this Agreement and for legal archival purposes; provided, however, that any subsequent disclosure of such archived data shall comply with this Section 21. Each Party shall deliver to the other Party written certification of its compliance with this Section 21 signed by an authorized representative of such Party.

21.10 Injunctive Relief. If the Receiving Party or anyone acting on its behalf or operating under its control, publishes, transmits, releases, discloses or uses any Confidential Information of the Disclosing Party in violation of this Section 21, or if the Disclosing Party anticipates that the Receiving Party may violate or continue to violate any restriction set forth in this Section 21, then the Disclosing Party shall have the right to have the provisions of this Section 21 specifically enforced by any court having equity jurisdiction, without being required to post bond or other security and without having to prove the inadequacy of available remedies at law, it being acknowledged and agreed that any such violation shall cause irreparable injury to

the Disclosing Party and that monetary damages shall not provide an adequate remedy.

- 21.11 Reporting Unauthorized Disclosures.** Contractor will immediately report to the State any and all unauthorized disclosures or uses of the State's Confidential Information of which it or its Staff is aware or has knowledge. Contractor acknowledges that any publication or disclosure of the State's Confidential Information to others may cause immediate and irreparable harm to the State and the State. If Contractor should publish or disclose such Confidential Information to others without authorization, the State shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period.
- 21.12 Indemnification.** Contractor shall indemnify and hold harmless the State from all damages, costs, liabilities and expenses (including without limitation reasonable attorneys' fees) caused by or arising from Contractor's failure to protect the State's Confidential Information including any violation of applicable provisions of HIPAA or the ACA. As a condition to the foregoing indemnity obligations, the State shall provide Contractor with prompt notice of any claim of which the State is aware and for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with Contractor in connection with any such claim. Contractor shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing.
- 21.13 Nondisclosure of Other State Information.** The use or disclosure by Contractor of any State or State information not necessary for, or directly connected with, the performance of Contractor's responsibility with respect to Services is prohibited, except upon the express written consent of the State.
- 21.14 Federal Regulations.** This Agreement is in support of the State's implementation of the Patient Protection and Affordable Care Act of 2010, and is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. This Agreement is subject to, and incorporates by reference, 45 CFR 74.36 and 45 CFR 92.34 governing rights to intangible property. Intangible property includes but is not limited to: computer software; patents, inventions, formulae, processes, designs, patterns, trade secrets, or know-how; copyrights and literary, musical, or artistic compositions; trademarks, trade names, or brand names; franchises, licenses, or contracts; methods, programs, systems, procedures, campaigns, surveys, studies, forecasts, estimates, customer lists, or technical data; and other similar items. The Contractor may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under this Agreement. The Contractor must deliver all intangible property, including but not limited to, intellectual property, to the State in a manner that ensures the Centers for Medicare & Medicaid Services, an agency of the Department of Health and Human Services, obtains a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. Federal purposes include the purpose of administering

states exchanges under the Affordable Care Act of 2010. The Contractor is further subject to applicable regulations governing patents and inventions, including those issued by the Department of Commerce at 37 CFR Part 401.

21.15 Identification of Efficiencies. To the extent that Contractor has entered into other contracts with any other state, exchange or the Federal Government, relating to the design, development, implementation or operation of a health benefit exchange as described in the Section 1311 of the ACA to which the requirements of 45 C.F.R. 95 and 45 C.F.R. 92 apply, Contractor will proactively identify for, review for discussion with, and submit recommendations to the State regarding reuse of work from these other contracts or other shared efforts with these third-parties that could lead to efficiencies in accomplishing the specific requirements of or the objective of this Agreement.

21.16 Survival. The provisions of this Section 21 shall remain in effect following the termination or expiration of this Agreement.

22. INDEMNIFICATION.

22.1 Contractor General Indemnification. Contractor shall indemnify, defend and hold harmless the State Indemnities from and against, and shall pay any and all Losses sustained or incurred by any of the State Indemnitees, based upon, relating to or arising from, any and all Claims in connection with any of the following:

22.1.1 Any actual or alleged injury or death, personal injury, loss or damage to any real, tangible or intangible personal or real property, notwithstanding the form in which any such action is brought (e.g., contract, tort or otherwise), to the extent such injuries or damages arise directly or indirectly from acts, errors or omissions that constitute negligence, willful misconduct, by Contractor or any of its agents, Subcontractors, employees, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement or any failure of Contractor, its officers, employees, or Subcontractors to observe State and federal laws and regulations, including, but not limited to, labor and wage laws;

22.1.2 Contractor's breach of any of the representations and warranties set forth in this Agreement;

22.1.3 Contractor's breach of any of its obligations under any Third Party contracts to which Contractor is a party and is used by Contractor to provide the Services or otherwise perform its obligations under this Agreement;

22.1.4 Any aspect of the employment of Project Staff (including transferred Project Staff solely with respect to Losses accruing on or after their applicable employment dates with Contractor), or the termination of such employment, including claims relating to (i) any violation by Contractor or its officers, directors, employees, representatives and/or agents of State and federal

laws and regulations protecting persons or members of protected classes or categories and/or prohibiting discrimination or harassment on the basis of a protected characteristic, (ii) payment or failure to pay any salary, wages or other compensation due and owing to any Project Staff, (iii) payment or failure to pay any pension or other benefits of any Project Staff, (iv) liability for (A) any social security or other employment taxes for Project Staff, (B) workers' compensation claims and premium payments for Project Staff, and (C) withholdings, contributions, taxes, social security taxes, and employer income tax returns including those applicable to the wages and salaries of such Project Staff, (v) claims by Project Staff for wages, benefits, discrimination or harassment of any kind, wrongful termination and/or denial of severance or termination payments upon leaving their applicable place of employment, and (vi) wrongful discharge of such Project Staff, claims for breach of express or implied employment contract of such Project Staff and claims that the State is an employer, co-employer or joint employer of any Project Staff;

- 22.1.5** Any improper disclosure, misuse or theft of Data by Contractor or its Subcontractors, including any violation of HIPAA or breach of the Business Associate Agreement;
- 22.1.6** Any introduction by Contractor or its Subcontractors of Malicious Code in the State's environment, network or systems, to the extent Losses caused by such introduction arise from acts, errors or omissions of Contractor or Project Staff;
- 22.1.7** Contractor's breach of or failure to obtain, maintain or comply with any State or Federal governmental approvals required to be maintained by Contractor under this Agreement, or to assist the State, as required under this Agreement, with obtaining any applicable Federal or State governmental approvals, including certification of the Exchange.
- 22.1.8** Contractor's breach of or failure to obtain, maintain or comply with any Third Party consent or to comply with any Third Party consent;
- 22.1.9** Any failure by Contractor to pay applicable taxes, together with any interest and penalties, assessed or imposed against the State for which Contractor has responsibility or applicable State and federal laws and regulations; and
- 22.1.10** A Contractor or its Subcontractor asserting rights under this Agreement, or any entity to which Contractor assigned, transferred, pledged, hypothecated or otherwise encumbered its rights to receive payments from the State under this Agreement.
- 22.1.11** Such defense and payment will be conditional upon the following:
- (a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time.

- (b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that: (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

22.2 Contractor Infringement Indemnification.

22.2.1 Contractor shall indemnify, defend, and hold harmless the State Indemnitees from and against all Third Party Claims, and shall pay any and all Losses (including without limitation reasonable attorneys' fees), sustained or incurred by any of the State Indemnitees, based upon, relating to, or arising from, any and all actual threatened and/or alleged Claims for violation of any U.S. intellectual property right, including any claims of infringement, misappropriation and/or violation of any patent, copyright, trademark, trade secret and/or other intellectual property, proprietary, moral or privacy rights of any Third Party, by any product, Service, Software, Deliverable, Contractor Intellectual Property, Subcontractor Intellectual Property, and any other Contractor and/or Contractor Third Party services, technologies, techniques or products used to provide the Services, and/or the receipt or use by the State of any of the foregoing items (collectively referred to as "Contractor Items").

22.2.2 With respect to claims arising from computer hardware or Software manufactured by a Third Party and provided by Contractor as a reseller/licensor, Contractor will pass through to the State such indemnity rights as it receives from such Third Party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the Third Party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section 22. The provisions of the preceding sentence apply only to Third Party computer hardware or Software sold as a distinct unit and accepted by the State. Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section 22 will be conditional upon the following:

- (a) The State will notify Contractor of any such claim in writing and Contractor shall the defense thereof within a reasonable time.
- (b) Contractor will have sole control of the defense of any action and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when

litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

- (c) Should the Deliverables or Software, or the operation thereof, become the subject of a claim or infringement or violation of the U.S. intellectual property right, be enjoined, or appear likely to be enjoined, the State shall permit Contractor, at its option and sole cost and expense, either to procure for the State the right to continue using the Deliverables or Software, or to replace or modify the same so that they become non-infringing with identical functionality. If none of these options can reasonably be taken, or if the use of such Deliverables or Software by the State shall be prevented by injunction, Contractor agrees to take back such Deliverables or Software and make every reasonable effort to assist the State in procuring substitute Deliverables or Software. If, in the sole opinion of the State, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from Contractor under this Agreement, the State shall then have the option of terminating this Agreement, or applicable portions thereof, without penalty. Without limiting the State's remedies, Contractor agrees to take back such Deliverables or Software and refund any sums the State has paid Contractor. Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:

(i) The combination or utilization of Deliverables furnished hereunder with equipment or devices not made, recommended, approved, or furnished by Contractor;

(ii) The operation of equipment furnished by Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software;

(iii) The unauthorized modification by the State of the equipment furnished hereunder or of the Software; or

(iv) The combination or utilization of Software furnished hereunder with non-contractor supplied Software unless such Software is approved or recommended by Contractor.

22.2.3 Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this

Agreement for the acquisition, operation or maintenance of computer Software in violation of copyright laws and other intellectual property rights. Contractor further certifies and warrants to the State that it has the legal title to any Software or has obtained the right from the legal owners to use and to license to use to the State.

23. STATE'S LIMITATION OF LIABILITY.

23.1 Cap On State Liability for Direct Damages. The State's liability for damages for any cause, claims, events or occurrences whatsoever, and regardless of the form of action, whether in contract or in tort, or otherwise, shall be limited to the total amounts paid by the State hereunder. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law,

23.2 Limitation on Non-Direct Damages. THE STATE SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY AND/OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR LOSS OF BUSINESS, LOST GOODWILL, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM IN WHICH ANY ACTION IS BROUGHT.

24. INSURANCE AND RISK OF LOSS.

24.1 Required Insurance Coverages. During the Term, at its sole expense, Contractor, and its Subcontractor, provide and maintain insurance required under the RFP. The fact that Contractor has obtained the insurance required in this Section 24 shall in no manner lessen nor otherwise affect Contractor's other obligations or liabilities set forth in this Agreement including its obligations to defend, indemnify and hold the State Indemnitees harmless in accordance with Section 22. If Contractor retains any Subcontractors, Contractor shall require all such Subcontractors to carry the coverages that are commensurate with the Services being performed by each such Subcontractor.

24.2 No Implied Limitation. The obligation of Contractor and its Subcontractors to provide the insurance specified in this Agreement shall not limit in any way any obligation or liability of Contractor provided elsewhere in this Agreement.

24.3 Risk of Loss.

24.3.1 General. Each Party shall be responsible for risk of loss of, and damage to, any Equipment or Software in its possession or control, and such Party shall be responsible for the cost of any necessary repair or replacement of such Equipment or Software due to an Event of Loss (defined below). Each Party shall promptly notify the other Party of any damage (except normal wear and tear), destruction, loss, theft or government taking of any item of the other Party's Equipment or Software ("Event of Loss") in its possession or control. For Events of Loss for which the State is responsible, such repair or

replacement shall not be considered part of Contractor's Service obligations, but Contractor shall, if requested by the State, coordinate and oversee repair or replacement performed by a Third Party as an expense of the Stat.

24.3.2 Waiver. Each Party waives all rights to recover against the other Party for damage, destruction, loss, theft or government taking of their respective real or tangible personal property (whether owned or leased) from any cause to the extent: (a) covered by insurance required to be maintained by such Party under this Agreement, including their respective deductibles or self-insured retentions; and (b) insurance proceeds are actually received by such Party for such loss. Contractor and the State shall cause their respective insurers to issue appropriate waivers of subrogation rights endorsements to all property insurance policies required to be maintained by each Party.

25. ADDITIONAL RIGHTS AND REMEDIES.

25.1 Withholding Payments.

25.1.1 If Contractor fails to deliver Deliverables or to provide services which satisfy Contractor's obligations hereunder, the State shall have the right to withhold any and all payments due hereunder, but only to the extent of the amount in dispute. The State may withhold any and all such payments due hereunder to Contractor, as aforesaid, without penalty or work stoppage by Contractor, until such failure to perform is cured.

25.1.2 The State may also withhold from any amount due Contractor such sums as the State determines to be necessary to protect the State against potential loss or liability, without penalty to the State, but only up to the amount of such sum of the potential loss or liability. The State may only withhold such sums until the potential loss or liability is resolved.

25.1.3 The State may withhold all or any such monies due and payable to Contractor as described in this Section 25, without penalty, to the extent amounts are in dispute or potential loss or liability exists and until such failure to perform is cured or otherwise adjudicated, or the potential loss or liability ceases.

25.2 SLAs. If the Contact Center fails to meet SLAs, Contractor shall modify its operations at no additional cost to the State in order to provide a solution that complies with such SLAs.

25.3 Right to Inspect. The Deliverables and Services being provided by Contractor, pursuant to this Agreement shall be available for inspection and review at any reasonable time by representatives of the State. In addition, the State shall have the right to audit and inspect Contractor's use of its Software design and development methodology.

25.4 Suspension Due to Breach. In the event the State determines that a breach of Agreement has occurred in Contractor's compliance with the conditions of this

Agreement or if the State has reason to believe that fraud, abuse, malfeasance, misfeasance or nonfeasance has occurred on the part of Contractor under this Agreement, and the situation is deemed by the State to merit corrective action, the following sequential suspension procedure may be implemented by the State:

25.4.1 The State will notify Contractor in writing of a perceived compliance breach describing the State's concerns.

25.4.2 Contractor will respond to the State's concerns by letter describing proposed corrective actions and proposing completion dates for bringing this Agreement into compliance. Such response will be so as to be received by the State within ten calendar days of the date of receipt of the State's letter.

25.4.3 The State will notify Contractor in writing by registered mail to Contractor's last known address with a return receipt to the State as to the State's final disposition of the State's concerns.

25.4.4 Upon receipt of notice of final disposition by Contractor, the State reserves the right to suspend all, or part of, this Agreement, and to withhold further payments, or to prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action, if necessary, by Contractor or a decision by the State to terminate in accordance with Section 28.2 (Termination for Default).

25.5 Suspension for Convenience. The State may, at any time, by written stop work order to Contractor, require Contractor to stop all, or any part, of the work called for by this Agreement for a period up to ninety (90) days after the stop work order is delivered to Contractor, and for any further period to which the Parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of ninety (90) days after a stop work order is delivered to Contractor, or within any extension of that period to which the Parties shall have agreed, the State shall either:

25.5.1 Cancel the stop work order; or

25.5.2 Terminate the work covered by the stop work order as provided for in Section 28.3 (Termination for the Convenience of the State) of this Agreement.

25.6 Stop Work Order.

25.6.1 If a stop work order issued under this Section 25.6 is canceled or the period of the stop work order or any extension thereof expires, Contractor shall resume work. The State shall make an equitable adjustment in the delivery

schedule, the applicable Cost Per Contact Payment, or both, and this Agreement shall be modified, in writing, accordingly, if:

- (a) The stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to the performance of any part of this Agreement; and
- (b) Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Agreement.

25.6.2 If a stop work order is not canceled and the work covered by the stop work order is terminated in accordance Section 28.3 (Termination for the Convenience of the State), the State shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.

25.6.3 The State shall not be liable to Contractor for loss of profits because of a stop work order issued under this Section 25.6.

25.7 Correction or Removal. The State may correct such defects or nonconformities or cure any Contractor default under this Agreement without prejudice to any other remedy it may have if Contractor fails to correct Deficiencies as required in this Agreement or if Contractor otherwise defaults or fails to perform any provision of this Agreement within ten working days of receipt of notice from the State of such defaults or failures to perform.

26. REPRESENTATIONS, ADDITIONAL WARRANTIES AND COVENANTS

26.1 Contractor's Power and Authority. Contractor represents and warrants that: (a) it has full power and authority to grant the rights herein granted and the execution, delivery and performance of this Agreement by Contractor have been duly authorized by all necessary corporate action; (b) it will not enter into any arrangement with any Third Party, which might abridge any rights of the State under this Agreement; (c) is qualified and registered to transact business in the State of Rhode Island; (d) the execution and performance of this Agreement by Contractor shall not breach any agreement, court order, judgment or decree to which Contractor is a party or by which it is bound; (d) has, and promises that it shall maintain in effect, all Governmental approvals necessary for it to provide the Services contemplated by this Agreement.

26.2 Performance of the Services. Contractor represents and warrants to the State that Contractor, directly and/or through its Subcontractors, has the skills, resources and expertise to provide and covenants that it shall perform all Services required under this Agreement in a professional manner, with high quality and in accordance with the standards of care and diligence and the level of skill, knowledge and judgment normally practiced by nationally recognized IT services firm in performing services

of a similar nature. If this Agreement specifies a particular standard or criteria for performance, this warranty is not intended to and does not diminish that standard or criteria for performance. Without limiting the generality of the foregoing, Contractor represents and warrants to the State that all Services provided under this Agreement shall be provided in a timely, professional and workmanlike manner consistent with the industry standards of quality and integrity; provided, however, that where this Agreement specifies a particular standard or criteria for performance, including applicable SLAs, this warranty is not intended to and does not diminish that standard or criteria for performance.

26.3 Efficiency and Cost Effectiveness. Contractor covenants to the State that Contractor shall use best efforts to provide the Services in a cost-effective manner consistent with the required levels of quality and performance. Without limiting the generality of the foregoing, such actions shall include: (a) making adjustments in the timing of actions and the performance of non-critical functions (consistent with the State priorities and schedules for the Services and Contractor's obligation to meet the Milestones and SLAs); (b) scheduling usage of State system resources to low utilization periods where practicable and in Contractor's control; and (c) efficiently using the processes and resources for which the State is charged hereunder, consistent with industry norms.

26.4 Compliance with Statutes and Regulations. Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of Rhode Island and agrees to indemnify the State against any loss, cost, damage or liability by reason of Contractor's violation of this provision.

26.5 Financial Condition and Accuracy of Financial Information. Contractor represents and warrants to the State that Contractor now possesses, and covenants that it shall maintain throughout the Term, sufficient financial resources to comply with all of the requirements of Contractor under this Agreement, including but not limited to any contingent obligations under any Subcontract or vendor contract. If Contractor experiences a change in its financial condition that would materially and adversely affect its ability to perform under this Agreement, then it immediately shall notify the State of such change. Contractor further represents and warrants to the State that all financial statements, reports and other information furnished by Contractor to the State as part of the Proposal or otherwise in connection with the award of this Agreement fairly and materially accurately represent the business, properties, financial condition and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports or other information. Since the respective dates or periods covered by such financial statements, reports or other information, there has been no material adverse change in the business, properties, financial condition or results of operations of Contractor. The State may, at its discretion require Contractor to provide additional and periodic information at any time to demonstrate the continued financial responsibility of Contractor.

- 26.6 No Litigation.** Contractor represents and warrants to the State that as of the Effective Date there is no pending or, to its knowledge, anticipated claim, suit or proceeding that involves Contractor that would materially and adversely affect Contractor's ability to perform its obligations under this Agreement. At all times during the Term, Contractor shall notify the State, within a reasonable period of time after Contractor's knowledge of any such claim, suit or proceeding initiated by or against Contractor that would materially adversely affect Contractor's ability to perform under this Agreement.
- 26.7 Information Furnished to the State.** Contractor represents and warrants to the State that to the best of its knowledge after due inquiry: (a) the Proposal; (b) all written clarifying responses and other written information submitted by or on behalf of Contractor as part of the RFP process; (c) all pricing information and disclosures; and (d) all the information provided by Contractor made a part of this Agreement contains no untrue statement of a material fact or omits any material fact necessary to make such information not misleading.
- 26.8 Covenant Regarding Malicious Code.** Contractor shall cooperate with the State and shall take commercially reasonable actions to prevent the introduction and proliferation of Malicious Code into the State's networks, environments and/or systems (including all subcomponents thereof) or networks, environments and/or systems (including all subcomponents thereof) used by Contractor to provide the Services. Without limiting Contractor's other obligations under this Agreement, in the event Malicious Code is found in any Contractor Intellectual Property, Deliverables, Equipment, Software, networks, environments and/or systems (including all subcomponents thereof): (a) managed, supported and/or provided by Contractor hereunder; (b) used or accessed by Contractor to provide the Services; and/or (c) used or accessed by the State to receive the Services, then in any such case Contractor shall, at no additional cost or charge to the State, eliminate and reduce the effects of such Malicious Code and, if the Malicious Code causes a loss of Operational efficiency or loss of data, to mitigate such losses and restore such data with generally accepted data restoration techniques; provided that in the case of clauses (b) or (c), Contractor's obligations shall apply only if such Malicious Code was introduced by Contractor, Contractor's its Subcontractors.
- 26.9 Covenant Against Gratuities.** Contractor represents and warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, its Subcontractors, or any of their agents or representatives, to any officer or employee of the State with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement. For breach or violation of this warranty, the State shall have the right to terminate this Agreement, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items or Services which Contractor is required to furnish under this Agreement shall be borne and paid for by Contractor. The rights and remedies of the State provided in this Section 26 are not be exclusive and are in addition to any other rights and remedies provided by law or in equity. For breach or violation of this Section 26, the State shall have the right to terminate this Agreement, either in whole or in part,

and any loss or damage sustained by the State in procuring on the open market any Deliverables or Services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of the State provided in this Section 26 shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

27. Fiscal Assurances.

- 27.1** Contractor agrees to segregate all receipts and disbursements pertaining to this Agreement from recipients and disbursements from all other sources, whether by separate accounts or by utilizing a fiscal code system.
- 27.2** Contractor assures a system of adequate internal control will be implemented to ensure a separation of duties in all cash transactions.
- 27.3** Contractor assures the existence of an audit trail which includes: cancelled checks, voucher authorization, invoices, receiving reports and time distribution reports.
- 27.4** Contractor assures a separate subsidiary ledger of equipment and property will be maintained.
- 27.5** Contractor agrees any unexpended funds from this Agreement are to be returned to the State at the end of the time of performance unless the State gives written consent for their retention.
- 27.6** Contractor shall comply with the following:
 - 27.6.1** OMB Circular A-21: Cost Principles for Educational Institutions
 - 27.6.2** OMB Circular A-87: Cost Principles For State, Local and Indian Tribal Governments
 - 27.6.3** OMB Circular A-102: Grants to and Cooperative Agreements with State and Local Governments
 - 27.6.4** OMB Circular A-110: Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations
 - 27.6.5** OMB Circular A-122: Cost Principles for Nonprofit Organizations
- 27.7** If Contractor expends Federal funds during the Contractor's fiscal year of \$300,000 or more, then OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations shall apply.
- 27.8** This Agreement may be funded in part with Federal funds under CFDA 93.525 and 93.778.

28. TERMINATION OF CONTRACT. This Agreement may be terminated by the State as follows, at the State's sole discretion, for any reason listed herein

28.1 Termination for Unavailability of Funds. The State may, in its sole discretion, at any time terminate this Agreement, in whole or in part, in the event funding is delayed, reduced or eliminated in the current or any future fiscal year as described in Section 9 (Funding Contingency).

28.2 Termination for Default. If Contractor materially breaches this Agreement, then the State shall give Contractor written notice of such breach. Contractor shall correct the breach within thirty (30) days or as otherwise required by the State. If the breach is not corrected, this Agreement may be terminated immediately by written notice from the State to Contractor. The option to terminate shall be at the sole discretion of the State.

28.3 Termination for Convenience of the State. The State may terminate performance of work under this Agreement for its convenience, in whole or in part, from time to time, by notice of such termination specifying the extent of termination and the effective date thereof ("Notice of Termination"). Termination shall be effective as of the close of business on the date specified in the Notice of Termination, which shall be at least thirty (30) days from the date of receipt of the Notice of Termination by Contractor.

28.4 Termination for Conflict of Interest. The State may terminate this Agreement by written notice to Contractor if it is found, after due notice and examination, that there is a violation by any of the Parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Agreement is terminated as provided herein pursuant to a violation by Contractor, the State shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of a material breach of this Agreement by Contractor.

28.5 Termination for Contractor's Bankruptcy. In the event that Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets, or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any State relating to insolvency or the protection of the rights of creditors, the State may, at its option, terminate this Agreement in whole or in part. In the event the State elects to terminate this Agreement under this Section 28, it shall do so by sending Notice of Termination. The date of termination shall be the close of business on the date specified in such notice to Contractor. In the event of the filing of a petition in bankruptcy by or against a principal Subcontractor, Contractor shall immediately advise the State.

29. Termination Procedure.

- 29.1** Upon termination of this Agreement, the State, in addition to any other rights provided in this Agreement, may require Contractor to deliver to the State any property, including Software and Deliverables, for such part of this Agreement as has been terminated and for which Contractor has or will receive payment.
- 29.2** After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:
- 29.2.1** stop work under this Agreement on the date, and to the extent specified, in the notice;
 - 29.2.2** Place no further orders or subcontracts for materials, Services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated;
 - 29.2.3** As soon as practicable, but in no event longer than 30 days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section 29;
 - 29.2.4** Complete performance of such part of this Agreement as shall not have been terminated by the State;
 - 29.2.5** Take such action as may be necessary, or as the State Project Manager may direct, for the protection and preservation of the property related to this Agreement which is in the possession of Contractor and in which State has an interest;
 - 29.2.6** Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State Project Manager, any property which is required to be furnished to State and which has been Accepted or requested by the State; and
 - 29.2.7** Provide written certification to the State that Contractor has surrendered to the State all said property.
- 29.3** At the State's option, termination for any reason listed herein may also be considered termination for convenience.

30. [END OF CONTRACT CONVERSION.]

- 30.1** It is contemplated that the State will award a new contract for services to replace the Services within the year prior to the termination of this Agreement. The Parties understand and agree that the State (at the discretion of the State) shall designate a specified period near the end of the Term of this Agreement for conversion to the replacement services (the "Conversion Period"), provided however, the Conversion Period shall not exceed one hundred eighty (180) calendar days and shall not

extend beyond the Term by more than sixty (60) days. The Contractor shall cooperate fully and in good faith with the State and the successor vendor in the conversion. Contractor shall remove, at its sole cost and expense, all Contractor-owned equipment and materials relating to this Agreement from each State location within fourteen (14) calendar days after notice is provided by the State or conversion to the new services, whichever comes first.

30.2 Contractor shall cooperate fully with the State and the successor vendor throughout the Conversion Period. Contractor shall continue to provide the services called for under this Agreement at a consistently high level without interruption during the Conversion Period and if the Conversion Period extends beyond the Term, then the State shall continue to pay the Contractor at the rates called for hereunder if and only to the extent that the Contractor is the principal entity providing contact center services. The Contractor shall support the successor vendor in connection with the conversion, including turning over files, Data, training materials, job control information, work procedures and other relevant information, until the successor vendor can provide services substantially similar to the Services at a consistently high level without interruption. The State will determine when Contractor transition services are not necessary; provided however, that the Conversion Period shall not extend more than sixty (60) days after the end of the Term.

30.3 Throughout the Conversion Period, the Contractor shall provide sufficient experienced personnel, resources and facilities to assure that the services to be provided under this Agreement are maintained at a high level of proficiency. The State in its sole discretion may assess up to \$10,000 per day as liquidated damages (and not as a penalty) for performance it deems unsatisfactory and non-compliant with this Section 30.]

31. GENERAL CONDITIONS.

31.1 Legal and Regulatory Compliance. Contractor shall comply with all applicable Federal, State and local laws, regulations, policies, procedures, rules, codes, standards and other requirements during the Term, including those described in this Agreement, the RFP, and the following:

31.1.1 Titles 23, 27 and 42 of the Rhode Island General Laws and the regulations thereunder;

31.1.2 the Affordable Care Act;

31.1.3 the Health Insurance Portability and Accountability Act of 1996, and its implementing regulations;

31.1.4 the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).

31.1.5 the Business Associate Agreement;

31.1.6 requirements contained in the attached Appendix F of the RFP (Certification Regarding Environmental Tobacco Smoke);

- 31.1.7** any specific safety requirements contained in this Agreement or as required by applicable State or Federal Laws and Regulations. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Agreement in accordance with Section 28.2 (Termination for Default); and
- 31.1.8** all applicable State and Federal manuals, policies, procedures, directives, guidance and other requirements, including the State Medicaid State Medicaid Manual, with all related Action Transmittals (AT) and Information Memoranda (IM), as well as any modifications or changes thereto, and any changes to 42 CFR, 45 CFR, and 95 CFR as they refer to the use of Contractor's Services under this Agreement.
- 31.2** *[UCC Applicability. Except to the extent the sections of this Agreement are clearly inconsistent, this Agreement shall be governed by the Uniform Commercial Code as set forth in . To the extent this Agreement entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when to do so would result in an absurdity.]*
- 31.3 Antitrust Violations.** Contractor recognizes that overcharges resulting from antitrust violations are in actual economic practice usually borne by the State. Therefore, Contractor hereby assigns to the State any and all claims for such overcharges as to goods and services purchased in connection with this Agreement, except as to overcharges not passed on to the State resulting from antitrust violations commencing after the date of the bid, quotation, or other event establishing the prices under this Agreement.
- 31.4 Assignment. Contractor Assignment.** Contractor shall not sell, transfer, assign, or otherwise dispose of this Agreement or any portion thereof or of any right, title, or interest therein without written consent of the State. Any such purported assignment or transfer shall be void. If approved, any assignee shall be subject to all terms and conditions of this Agreement. No approval by the State of any assignment may be deemed to obligate the State beyond the provisions of this Agreement. This provision includes reassignment of this Agreement due to change in ownership of Contractor. The State shall at all times be entitled to assign or transfer its rights, duties, and/or obligations under this Agreement to another governmental agency in the State of Rhode Island upon giving prior written notice to Contractor.
- 31.5 Attorneys' Fees and Costs.** If any litigation is brought to enforce any term, condition, or section of this Agreement, or as a result of this Agreement in any way, the prevailing Party shall be awarded its reasonable attorneys' fees together with expenses and costs incurred for such litigation, including necessary fees, costs, and expenses for services rendered at both trial and appellate levels, as well as subsequent to judgment in obtaining execution thereof.

- 31.6 Authority.** Contractor shall have no authority to bind, obligate or commit the State by any representation or promise without the prior written approval of the State.
- 31.7 Authorization.** Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any Losses arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any Third Party which might abridge any right of the State under this Agreement. Contractor further warrants that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement and to bind Contractor to each and every one of the terms, conditions and obligations set forth herein.
- 31.8 Covenant Against Contingent Fees.** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or a bona fide established commercial or selling agency of Contractor. In the event of breach of this Section 31 by Contractor, the State shall have the right to either annul this Agreement without liability to the State, or, in the State's discretion, deduct from payments due to Contractor, or otherwise recover from Contractor, the full amount of such commission, percentage, brokerage, or contingent fee.
- 31.9 Cooperation of Parties.** The Parties agree to fully cooperate with each other in connection with the performance of their respective obligations and covenants under this Agreement. Contractor shall provide all reasonable assistance to, and cooperation with, all other contractors of the State that are providing goods or services to or on behalf of the State relating to the Project or otherwise providing services to the State, including its agents and/or any contractor or contractors as may be engaged by the State to monitor, validate or verify Contractor's performance. Contractor shall be liable to the State for the actual additional costs incurred due to its failure to cooperate with other contractors of the State. If reasonably requested to facilitate such cooperation, Contractor and any other contractor of the State shall enter into written contract(s) that reasonably limit(s) their disclosure and use of each other's Confidential Information in the course of their performance of services for the State.
- 31.10 Conflict of Interest.** Contractor certifies that its officers, members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance of any Services hereunder. Contractor further certifies that in the performance of this Agreement, Contractor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the State.
- 31.11 Certifications Related to Lobbying.** Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to

influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement Contractor shall complete and submit a disclosure form to report the lobbying. Contractor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub- grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this Agreement was made and entered into. Contractor shall provide certification of compliance with 1 U.S.C § 1352 and 45 C.F.R. § 93.100 et seq., which restrict the payments of federally appropriated funds to any person for influencing or attempting to influence an officer or employee of any agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

- 31.12** Contractor shall also provide required disclosure information if Contractor participates in lobbying activities during the Term.
- 31.13 Debarment and Suspension.** Contractor certifies to the State that it is not debarred, suspended, or otherwise excluded from or ineligible for, participation in Federal or state government contracts. Contractor certifies that it will not contract with a Subcontractor that is so debarred or suspended.
- 31.14 Dispute Resolution.** In the event of any dispute arising during the Term concerning performance of this Agreement, either Party shall serve notice of such dispute on the other Party, and the dispute shall be decided by the State Project Manager, who shall reduce his decision to writing and serve a copy on Contractor. The decision of the State Project Manager shall be final and conclusive. The State Project Manager's decision in the event of any written notice of dispute shall be final subject to Contractor's right to relief under applicable law.
- 31.15 Cost of Litigation.** In the event that the State deems it necessary to take legal action to enforce any provision of this Agreement, Contractor shall bear the cost of such litigation, as assessed by the court, in which the State prevails. The State shall not bear any of Contractor's cost of litigation for any legal actions initiated by Contractor against the State regarding the provisions of this Agreement. Legal action shall include administrative proceedings. Contractor agrees to pay reasonable

attorney fees incurred by the State in enforcing this Agreement or otherwise reasonably related thereto.

31.16 Employment of State Employees. Contractor shall not knowingly engage on a fulltime, part-time, or other basis during the period of this Agreement, any professional or technical personnel who are or have been at any time during the Term in the employ of the State without the written consent of the State. Further, Contractor shall not knowingly engage in this Project, on a fulltime, part-time, or other basis during the Term, any former employee of the State who has not been separated from the State for at least one (1) year, without the written consent of the State. Contractor shall give priority consideration to hiring interested and qualified adversely affected State employees at such times as requested by the State to the extent permitted by this Agreement or State law.

31.17 Construction

31.17.1 Captions and References. Captions, titles and headings to articles and sections of this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of this Agreement. Any reference herein to a particular Section number (e.g., "Section 2") shall be deemed a reference to all Sections of this Agreement that bear sub numbers to the number of the referenced Section (e.g., Sections 2.1, 2.1.1, etc.). The terms "this Agreement", "herein", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular article, section or other portion hereof. Unless otherwise specified, "days" means calendar days and the word "dollar" and the symbol "\$" refer to United States Dollars. Any use of the term "including" in this Agreement shall be construed as if followed by the phrase "without limitation" or "but not limited to". All references to the State deciding or determining something shall, unless otherwise stated, mean the State deciding or determining something in its sole discretion.

31.17.2 Plurality. Words importing the singular number mean and include the plural number and vice versa.

31.17.3 Persons. Words importing persons include individuals, legal personal representatives, firms, companies, associations, joint ventures, general partnerships, limited partnerships, limited liability partnerships, limited liability companies, trusts, business trusts, corporations, governmental bodies, and other legal entities.

31.17.4 References to Contractor. As used in this Agreement relating to the provision of Services hereunder, references to "Contractor" also shall apply to Subcontractors, and Project Staff in accordance with the following: (i) a reference to Contractor shall mean at all times that Contractor is responsible for ensuring and causing the compliance of Subcontractors, Affiliates of Contractor and Project Staff with the terms and conditions of this Agreement; (ii) with regard to complying with the terms and conditions of this

Agreement, references to Contractor include Affiliates of Contractor and Subcontractors to the extent that such Affiliates of Contractor and/or Subcontractors are providing the Services; and (iii) with regard to complying with the terms and conditions of this Agreement, references to Contractor include the applicable Project Staff who are providing the Services. Notwithstanding the foregoing, under no circumstances shall Affiliates of Contractor, Subcontractors or Project Staff be eligible for or exercise, use or enjoy any rights or benefits of Contractor under the terms and conditions of this Agreement, unless otherwise explicitly stated in the applicable term or condition of this Agreement.

31.17.5 References to Statutes. Each reference to a statute or statutory provision includes any statute or statutory provision which amends, extends, consolidates or replaces the statute or statutory provision or which has been amended, extended, consolidated or replaced by the statute or statutory provision and includes any orders, regulations, by-laws, ordinances, codes of practice or instruments made under the relevant statute.

31.17.6 Interpolation. If any calculation hereunder is to be made by reference to a chart or table of values, and the reference calculation falls between two stated values, the calculation shall be made on the basis of linear interpolation.

31.17.7 Accounting and Financial Terms. All accounting and financial terms used herein are, unless otherwise indicated, to be interpreted and applied in accordance with GAAP.

31.17.8 Imputation of Knowledge to the State. The State will not be imputed with knowledge of any fact, matter or thing unless that fact, matter or thing is within the actual knowledge of those of its employees or agents (including the Executive Office) who have responsibilities in connection with the conduct of the performance of this Agreement.

31.17.9 Knowledge Deemed Held by Contractor. Without limiting the extent of its actual knowledge, Contractor shall for all purposes of this Agreement be deemed to have such knowledge with respect to the Services as is held (or ought reasonably to be held) by all persons involved in carrying out the Services including Contractor, the Affiliates of Contractor, Subcontractors, and the agents, employees or workers of any of them.

31.17.10 Statutory Rights. Nothing in this Agreement affects any statutory rights granted or terms required, in either case, by mandatory statutory law that cannot be waived or limited by contract. If there is a conflict between the terms in this Agreement and mandatory statutory law, mandatory statutory law shall prevail.

31.17.11 Neither Party Considered Drafter. Despite the possibility that one Party may have prepared the initial draft of this Agreement or played the

greater role in the preparation of subsequent drafts, the Parties agree that neither of them shall be deemed the drafter of this Agreement, and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one Party on the ground that such provision was drafted by the other Party.

31.18 Due Diligence Complete. Contractor hereby acknowledges and agrees that it has reviewed the State's requirements set forth in this Agreement, reviewed the States Policies and Rules, and has completed all due diligence it deems necessary to perform and manage the Services for the State in conformance with the terms of this Agreement. Contractor hereby acknowledges that Contractor has obtained, through the State or otherwise, all information and documents that Contractor deems necessary for Contractor to negotiate the terms and conditions of this Agreement and to enter into and perform its obligations under this Agreement in accordance with its terms (collectively, the "Due Diligence Information"). Contractor shall not be relieved of any of its obligations under this Agreement nor shall the payments, Services or SLAs, or any other terms and conditions of this Agreement be adjusted, as a result of: (a) Contractor's failure to review the Due Diligence Information; (b) any inaccuracies, errors, or omissions contained in the Due Diligence Information; and/or (c) Contractor's failure to request any information or documents from the State.

31.19 Independent Contractor. Contractor, Project Staff, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State. Contractor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Contractor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance, and pension or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Contractor shall not assign, convey, transfer, or delegate any of its responsibilities and obligations under this Agreement to any person, corporation, partnership, association or entity without expressed written consent of the State.

31.20 News Releases. Contractor shall not issues any news releases without the prior written approval of the State.

31.21 Contract Modification. No amendment, modification, waiver, or variation of this Agreement shall be effective or binding made in writing, signed by authorized representative of the Parties, and approved as required hereunder. No oral understanding or agreement not incorporated in this Agreement is binding on any of the Parties.

31.22 Waiver of Rights. Any action or inaction by the State or the failure of the State on any occasion to enforce any right or provision of this Agreement, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent

the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

31.23 Notice of Delay. When either Party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that Party shall, within five working days, give notice thereof, including all relevant information with respect thereto, to the other Party.

31.24 Notices. Any notice or demand or other communication required or permitted to be given under this Agreement or applicable law shall be effective if and only if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class certified mail, postage prepaid and return receipt requested, to the Parties at the following addresses:

Contractor at:

[Contractor Name] Attention: [Name] [Street Address] [City]
[State and Zip]
[Phone and fax numbers]

To State at:

State of Rhode Island
Attention: [Name]
[Street Address]
[City]
[State and Zip]
[Phone and fax numbers]

The notice address as provided herein may be changed by notice given as provided above.

31.25 Remedies. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

31.26 Severability. Contractor and the State agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

31.27 Survival. All Services performed and Deliverables delivered pursuant to the authority of this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the Term.

Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive. For the avoidance of doubt, the terms of Section 22 (Indemnification), Section 23 (State's Limitation of Liability) and Section 21 (Data Protection, Security and Confidentiality) shall survive the termination of this Agreement.

31.28 Third Party Beneficiaries. The State and its agencies shall be considered as Third Party beneficiaries for purposes of this Agreement. Except as otherwise specifically stated in this Agreement, the provisions of this Agreement are for the benefit of the Parties hereto and not for any other person:

31.29 Waiver. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by a written instrument signed by the Parties hereto.

31.30 Applicable Law. This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of Rhode Island; venue of any action brought with regard to this Agreement shall be in Providence County, Providence, Rhode Island, and Contractor accepts the personal jurisdiction of such courts.

31.31 Complete Integration. Contractor acknowledges that it has read this Agreement and the attachments and documents incorporated herein, understands them and agrees to be bound by their terms and conditions. The terms and conditions of this Agreement are intended by the Parties as a final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior contemporaneous agreement unless such agreement is signed by both Parties. In the absence of such an agreement, this Agreement shall constitute the complete and exclusive statement of the terms and conditions, and no extrinsic evidence whatsoever may be introduced in any judicial proceeding, which may involve this Agreement. This Agreement may not be modified, except by mutual consent executed in writing by both Parties as described in Section 31.20 (Contract Modification).

The Parties hereto, having read this Agreement in its entirety, including all attachments hereto do agree thereto in each and every particular. In witness thereof, the Parties have set their hands hereunto as of the Execution Date.

DEPARTMENT

VENDOR

By:

By:

Printed Name:

Printed Name:

Title:

Date:

Title:

Date:

Appendix A

Definitions

Capitalized terms used in this Agreement, including in any schedules, exhibits, attachments, addenda and other documents attached to or otherwise made a part of this Agreement shall be given the meanings shown below, unless such terms are defined elsewhere in this Agreement. The terms defined below include the plural as well as the singular.

“Affiliate”: An entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with another entity. As used herein, “control” means the power to, directly or indirectly, direct the management or affairs of an entity, and “own” or “ownership” means the beneficial ownership, directly or indirectly, of a majority or minority of the voting equity securities or other equivalent voting interests of the entity. With respect to the State, the term “Affiliate shall be deemed to include each and every federal, state and/or local agency which is intended to receive any of the benefits of this Agreement as set forth herein or as described in the RFP.

“Agreement”: This Health Benefits Contact Center Agreement and all schedules, appendices, addenda and other documents attached to this Agreement, the RFP, and the Proposal incorporated herein by reference.

“Business Associate Agreement”: The business associate agreement signed by Contractor and attached as Appendix F.

“Business Entity”: Any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.

“Buyer”: The State’s authorized contracting official.

“Change Order”: As defined in Section 8.1.1 and described in Section 8.7 of the State of Rhode Island Procurement Regulations, a formal authorization signed by the Purchasing Agent directing or allowing the Contractor to proceed with changes, alterations, or modifications to the terms, conditions or scope of work on a previously awarded contract.

“Children’s Health Insurance Program” or “CHIP”: Rhode Island’s Medicaid and Children’s Health Insurance program.

“Claims”: Any civil, criminal, administrative or investigative suit, action or proceeding brought by a Third Party against the State and State Indemnitees.

"Communications Network" means the communications network, including but not limited to all communications-related equipment, software and Third Party services used by (and/or procured by) the Contractor in connection with providing services under this Agreement, including but not limited to communications services provided by Third Party communications services providers such as (but not limited to) AT&T, Verizon and Sprint.

“Confidential Information” means: Information of each party, regardless of its form, that is not subject to public disclosure under applicable State and federal laws and regulations, including, but not limited to, R.I.G.L. 38-2-2(5). In the case of the State, Confidential Information also shall

include State Intellectual Property, the Data, attorney-client privileged materials, attorney work product, information prohibited from disclosure under HIPAA, financial, statistical, personal, technical, and other data and information relating to the State's operation which are designated confidential by the State and made available to Contractor in order to carry out this Agreement, or which become available to Contractor in carrying out this Agreement,

"Contact": means a call (excluding any dropped call), chat (excluding any dropped chat contact), email, postal mail, text and fax received by the Contact Center with respect to one or more issues, and includes calls, chats, emails, postal mail communications, texts and faxes from or relating to the same individual in regard to the same issue or issues until such issue or issues are resolved. For the avoidance of doubt, all calls, chats, emails, postal mail communications, texts and faxes from or relating to the same individual in regard to the same issue or issues shall constitute a single Contact.

"Contractor": The Business Entity identified in the preamble of this Agreement performing Services under this Agreement on behalf of Contractor, including any supplier, vendor or similar term, including its or their Subcontractors.

"Contractor's Intellectual Property" means, collectively, the Intellectual Property and Documentation used in connection with the Services that was owned, acquired or developed by or on behalf of Contractor prior to the Effective Date.

"Data": The State's records, files, forms, data and other documents that will be converted by Contractor for Processing by the Software and any Confidential Information obtained by the Contractor in its performance of this Agreement.

"Days": Calendar days, unless otherwise indicated.

"Deadline(s)": The dates described in this Agreement, the RFP, the Project Plan and Schedule for the delivery of the Deliverables to the State, or achievement of Milestones, as applicable.

"Deficiency": Any failure of Contractor to perform the Services in accordance with the Service Level Standards.

"Department of Human Services" or "DHS": The State of Rhode Island Department of Human Services.

"Disclosing Party" means the Party that has disclosed Confidential Information to the other Party.

"Division": The Rhode Island Division of Purchases.

"Effective Date": The effective date of this Agreement as set forth in the preamble hereto.

"Equipment": An all inclusive term which refers to individual machines, including but not limited to computer and telecommunications machines.

"Force Majeure Event": means: (a) fire, flood, earthquake, pandemics, elements of nature or acts of God; (b) wars (declared and undeclared), acts of terrorism, sabotage, riots, civil disorders, rebellions, or revolutions; or (c) acts of any governmental authority with respect to any of the foregoing, except, in each case, to the extent that the non-performing Party is at fault in

failing to take reasonable precautions to prevent or causing such default or delay, and provided that such default or delay cannot reasonably be circumvented by the non-performing Party through the use of reasonable alternate sources, work-around plans, or other means. Notwithstanding the foregoing, "Force Majeure Event" expressly excludes: (y) a strike, walkout, lockout, labor shortage, or labor dispute involving Contractor (including Contractor's Subcontractors or Affiliates) and their respective personnel; and (z) any non-performance of a Subcontractor or Contractor Affiliate, regardless of cause except for a Force Majeure Event affecting such Subcontractor or Contractor Affiliate.

"Goods": All types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).

"HIPAA": The Health Insurance Portability & Accountability Act of 1996, Public Law 104-191 Public Law 104-191 and its implementing regulations.

"Human Service Programs": Non-MAGI based Medicaid and other human programs administered by the State including Supplemental Nutrition Assistance Program, Temporary Assistance for Needy Families (Rhode Island Works), Child Care, General Public Assistance, and State Supplemental Payments for SSI.

"Intellectual Property" means any: (a) formulae, algorithms, methodologies, processes, process improvements, procedures, designs, ideas, concepts, research, discoveries, work product, materials, inventions and invention disclosures (whether or not patentable or reduced to practice), know-how, and technology; (b) Software, databases, tools, and machine-readable texts and files; and (c) literary work or other work of authorship, including documentation, reports, drawings, charts, graphics and other written documentation, together with all patents, copyrights, trademarks, service marks, trade secrets and other intellectual property rights in or appurtenant to any of the foregoing.

"Key Staff": Contractor's employees, Subcontractors, agents and consultants identified as performing key roles in the Project on behalf of Contractor.

"Liquidated Damages": The liquidated damages assessable against Contractor for failure to meet Milestones.

"Losses": Settlements, judgments, awards, fines, penalties, sanctions, interest, liabilities, losses, costs, damages and expenses, including reasonable attorney's fees and disbursements and court costs.

"Notice": A written document given by a party to the other in accordance with Section 31.23 (Notices).

"Office of the Health Insurance Commissioner" or "OHIC": The State of Rhode Island Office of the Health Insurance Commissioner.

"Party" or "Parties" means, individually or collectively, the Executive Office and/or Contractor.

"Patient Protection and Affordable Care Act" or the "ACA": The Patient Protection and Affordable Care Act consolidating the amendments made by title X of the Act and the Health Care and Education Reconciliation Act of 2010 ("HCERA"; Public Law 111-152)

“Person” means any natural person, corporation, limited liability company, limited liability partnership, general partnership, limited partnership, joint venture, trust, association, governmental organization or agency, political subdivision, body politic, or other legal person or entity of any kind, legally constituted.

"Project": The planned undertaking regarding the entire subject matter of this Agreement and the activities of all Parties related hereto.

"Project Director/Manager": The individual chosen by Contractor and approved by the State with management responsibilities for Contractor, as described in Section 14.2.

"Project Staff": Contractor’s and Subcontractor’s project staff assigned to work on this Project including Project Director, Key Staff, employees, representatives, contractors and agents, consultants and other individuals..

"Property": All State real and personal property.

"Project Plan": The overall plan of activities for the Project, and the delineation of tasks, activities and events to be performed and deliverables to be produced with regard to the Project, as submitted with the Proposal, including but not limited to plans relating to hiring and training. The Project Plan, as it may change from time to time, is incorporated herein as part of this Agreement.

“Receiving Party” means the Party that has received Confidential Information from the other Party.

“Records”: Contractor’s and Subcontractor’s records of and supporting documentation for all payments, all Data and all transactions, authorizations, changes, implementations, soft document accesses, reports, filings, returns, analyses, procedures, controls, records, data or information created, generated, collected, processed or stored by Contractor during the course of the performance of its obligations under this Agreement.

"Report(s)": Documents provided by Contractor to the State regarding Project activities, events and Services provided.

“Request for Proposals”: The Request for Proposals # [REDACTED] for the Rhode Island Health Insurance Contact Center dated [REDACTED], 2013, and any addenda thereto.

“Rhode Island Health Benefits Exchange” or “Exchange”: The Rhode Island Health Benefits Exchange established pursuant to Executive Order 11-09 signed by Governor Lincoln Chafee.

"Schedule": The dates described in the Project Plan for deadlines for performance of Services and other Project events and activities, including Milestones and related deadlines.

"Services": The tasks and services to be performed by Contractor on the Project.

“SLA(s)”: The service levels agreements contained in Schedule 10.

"Software": An all-inclusive term which refers to any computer programs, routines, or subroutines supplied by Contractor.

“State”: The government of the State of Rhode Island, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Rhode Island.

“State and Federal Laws and Regulations”: All federal and state laws, rules, regulations, ordinances, guidance, directives, orders, policies, practices, controls, procedures, standards, as promulgated, supplemented and/or amended from time to time, including the ACA and HIPAA.

“U.S. Intellectual Property Rights”: Intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

"State": The State of Rhode Island, including without limitation the State and all of the State's other agencies.

“State Indemnitees”: The State, each of its agencies, its officers, employees, agents, attorneys, representatives, consultants, successors and assigns.

“State Intellectual Property” means, collectively: (a) the Intellectual Property, that is (i) owned, acquired or developed by the State prior to or after the Effective Date, or (ii) licensed or leased by the State from a Third Party prior to or after the Effective Date of this Agreement.

"State Project Manager": The individual chosen by the State with overall management responsibilities for the Project for the State.

"Subcontractor": A person, partnership, company, or other entity not in the employment of or owned by Contractor, which is performing Services under this Agreement with or on behalf of Contractor.

“Total Fixed Price”: The maximum amount of payment by the State to Contractor authorized and payable under this Agreement.

“Third Party”: means a Person other than the Parties and other than an Affiliate of any Party.

“UHIP”: Unified Health Infrastructure Project.

“UHIP Vendor”: The vendor selected by the State to run the Unified Health Infrastructure Project, which as of the date of this Agreement is Deloitte.

Appendix B

[Attach Certification Regarding Drug-Free Workplace]

Appendix C
Subcontractor Compliance
[Attach Certificate]

Appendix D

Certification Regarding Environmental Tobacco Smoke

[Attach Certificate]

Appendix E

**Certification Regarding Debarment, Suspension and Other Responsibility Matters Primary
Covered Transactions**

[Attach Certificate]

Appendix F
Business Associate Agreement

[Attach Business Associate Agreement]

Schedule 10

Service Level Agreements

- Customer Satisfaction: 95% Customer Satisfaction response will be at 4 or higher on a scale of 1-5 and minimum of 85% customer satisfactory responses will be at a 3 or higher on a scale of 1-5
- Average Speed of Answer: Answer 95% of calls within 60 seconds, minimum 85% within 20 seconds
- Abandonment Rate: Target < 3%; Minimum > 5%

[Other potential SLA – additional SLAs proposed and agreed to by the State will also be included in this section]