



**Solicitation Information
July 9, 2019**

RFP# 7598885

TITLE: Independent Validation & Verification for the Rhode Island Unified Health Infrastructure Project (UHIP)

Submission Deadline: August 21, 2019 at 10:00 am Eastern Time (ET)

PRE-BID/ PROPOSAL CONFERENCE: YES

MANDATORY: NO

DATE: July 23, 2019 at 2:00 PM ET

LOCATION: RI Department of Administration, 2nd floor- Conference Room A, One Capitol Hill, Providence, RI 02908.

Call-in Conference Line: 866-880-0098 / Pass Code: 75392786

Questions concerning this solicitation must be received by the Division of Purchases at david.francis@purchasing.ri.gov no later than **July 25, 2019 at 10:00 AM (ET)**. 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 Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

BID SURETY BOND REQUIRED: NO

PAYMENT AND PERFORMANCE BOND REQUIRED: NO

David J. Francis, Interdepartmental Project Manager

Note to Applicants:

- Applicants must register on-line at the State Purchasing Website at www.purchasing.ri.gov
- Proposals received without a completed RIVIP Bidder Certification Cover Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION COVER FORM

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SECTION 1. INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Executive Office of Health and Human Services (EOHHS), Department of Human Services (DHS), the Department of Administration and Enterprise Technology Strategy and Services, and Health Source RI (HSRI) (collectively, the State), is soliciting proposals from qualified firms to provide Independent Verification and Validation (“IV&V”) services of its Unified Health Infrastructure Project (UHIP)/ RIBridges System, pursuant to 45 CFR § 95.626 and, in accordance with the terms of this Request for Proposals (“RFP”) and the State’s General Conditions of Purchase, which may be obtained at the Division of Purchases’ website at www.purchasing.ri.gov.

The initial contract term will commence on or about January 6, 2020 for a one-year term. The contract term may be renewed for up to two (2) additional 12-month periods based upon vendor performance and the availability of funds.

Additionally, the State reserves the right to terminate the contract period at any time during the initial or additional years, if the UHIP System is certified or accepted by its Federal Partners |

This is a Request for Proposals, not a Request for Quotes. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to cost; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this solicitation, other than to name those offerors who have submitted proposals.

Instructions and Notifications to Offerors

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 RFP are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content, shall be borne by the vendor. The State assumes no responsibility for these costs even if the RFP is cancelled or continued.
4. Proposals are considered to be irrevocable for a period of not less than 180 days following the opening date, 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 in the proposal.

6. 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. 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.
7. The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.
8. Vendors are advised that all materials submitted to the Division of Purchases for consideration in response to this RFP may be considered to be public records as defined in R. I. Gen. Laws § 38-2-1, *et seq.* and may be released for inspection upon request once an award has been made.

Any information submitted in response to this RFP that a vendor believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the Division of Purchases may release records marked confidential by a vendor upon a public records request if the State determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature.

9. 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.
10. By submission of proposals in response to this RFP vendors agree to comply with R. I. General Laws § 28-5.1-10 which mandates that contractors/subcontractors doing business with the State of Rhode Island exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

Vendors are required to ensure that they, and any subcontractors awarded a subcontract under this RFP, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

Vendors and subcontractors who do more than \$10,000 in government business in one year are prohibited from engaging in employment discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability, and are required to submit an "Affirmative Action Policy Statement."

Vendors with 50 or more employees and \$50,000 or more in government contracts must prepare a written "Affirmative Action Plan" prior to issuance of a purchase order.

- a. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.

- b. Vendors further agree, where applicable, to complete the “Contract Compliance Report” (<http://odeo.ri.gov/documents/odeo-eeo-contract-compliance-report.pdf>), as well as the “Certificate of Compliance” (<http://odeo.ri.gov/documents/odeo-eeo-certificate-of-compliance.pdf>), and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order. For public works projects vendors and all subcontractors must submit a “Monthly Utilization Report” (<http://odeo.ri.gov/documents/monthly-employment-utilization-report-form.xlsx>) to the ODEO/State Equal Opportunity Office, which identifies the workforce actually utilized on the project.

For further information, contact Vilma Peguero at the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via e-mail at ODEO.EOO@doa.ri.gov.

11. In accordance with R. I. Gen. Laws § 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).
12. In accordance with R. I. Gen. Laws §§ 37-14.1-1 and 37-2.2-1 it is the policy of the State to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs) and to support the fullest possible participation of small disadvantaged businesses owned and controlled by persons with disabilities (Disability Business Enterprises a/k/a “DisBE”)(collectively, MBEs, WBEs, and DisBEs are referred to herein as ISBEs) in the performance of State procurements and projects. As part of the evaluation process, vendors will be scored and receive points based upon their proposed ISBE utilization rate in accordance with 150-RICR-90-10-1, “Regulations Governing Participation by Small Business Enterprises in State Purchases of Goods and Services and Public Works Projects”. As a condition of contract award vendors shall agree to meet or exceed their proposed ISBE utilization rate and that the rate shall apply to the total contract price, inclusive of all modifications and amendments. Vendors shall submit their ISBE participation rate on the enclosed form entitled “MBE, WBE and/or DisBE Plan Form”, which shall be submitted in a separate, sealed envelope as part of the proposal. ISBE participation credit will only be granted for ISBEs that are duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity or firms certified as DisBEs by the Governor’s Commission on Disabilities. The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. Information regarding DisBEs may be accessed at www.gcd.ri.gov.

For further information, visit the Office of Diversity, Equity & Opportunity’s website, at <http://odeo.ri.gov> and *see* R.I. Gen. Laws Ch. 37-14.1, R.I. Gen. Laws Ch. 37-2.2, and 150-RICR-90-10-1. The Office of Diversity, Equity & Opportunity may be contacted at, (401) 574-8670 or via email Dorinda.Keene@doa.ri.gov

13. HIPAA - Under HIPAA, a “business associate” is a person or entity, other than a member of the workforce of a HIPAA covered entity, who performs functions or activities on behalf of, or provides certain services to, a HIPAA covered entity that involves access by the business associate to HIPAA protected health information. A “business associate” also is a

subcontractor that creates, receives, maintains, or transmits HIPAA protected health information on behalf of another business associate. The HIPAA rules generally require that HIPAA covered entities and business associates enter into contracts with their business associates to ensure that the business associates will appropriately safeguard HIPAA protected health information. Therefore, if a Contractor qualifies as a business associate, it will be required to sign a HIPAA business associate agreement

SECTION 2. BACKGROUND

2.1 Overview of UHIP

In September 2016, the State of Rhode Island launched its integrated eligibility system referred to as RI Bridges (RIB) as a part of Phase 2 of the Unified Health Infrastructure Project (UHIP). The UHIP and the RI Bridges system provide individuals and their families, Rhode Island businesses and their employees, and insurers serving the Rhode Island market an integrated, end-to-end service architecture for health insurance, Medicaid, and human service programs. Although the system is operational, there have been significant issues with the system and it has not yet reached stability, compliance, and completeness. As the State continues to work towards completing the RI Bridges system, the services of an IV&V vendor are required to oversee and support the State's management of UHIP. This will include but is not limited to participation in and observation of the UHIP governance process, which is in place for the purpose of completing and maintaining the RI Bridges system.

2.2 Overview of the Integrated Eligibility System (RI Bridges)

The RI Bridges system serves three Rhode Island agencies and more than ten programs. These agencies include HSRI, DHS, and EOHHS. At a high level, these agencies use the system to accept/maintain applications, determine eligibility, and issue benefits to Rhode Islanders that are seeking health insurance (either through the purchase of a qualified health plan or Medicaid) or other human service programs such as SNAP, Rhode Island Works (RIW), Child Care Assistance (CCAP), or others.

The system is comprised of four portals as follows:

1. Worker Portal – used by State staff to process and maintain applications for the programs supported by the agencies listed above;
2. Customer Portal – available to the public for Rhode Islanders who wish to apply for and maintain their applications for the programs supported by RI Bridges;
3. CCAP Portal – used by child care providers to maintain and track enrollments and attendance of children enrolled in the CCAP program; and
4. EARR Portal – used by RIW providers to track attendance at employment programs.

Vendors are encouraged to visit the State of Rhode Island Transparency Portal for more information: <http://www.transparency.ri.gov/uhip/>.

SECTION 3: SCOPE OF WORK AND REQUIREMENTS

General Scope of Work

3.0 General Scope of Work - Procurement Objective

Through this RFP, Rhode Island is seeking an innovative and flexible vendor to provide IV&V services. The IV&V vendor will provide technical assistance and oversight on the work being provided by the State's RIB Systems integration vendor (currently Deloitte) who continues to design, develop, and implement enhancements and production fixes to the HIX/IES. The IV&V vendor will support the State in assuring the developed solutions continue to be flexible enough to adapt to changing policies and business rules, inter-operate appropriately with external systems, take advantage of modern technologies, utilize best practices, and provide a first-class user experience.

The State seeks an IV&V Vendor that will utilize highly skilled project personnel who will leverage innovative processes, approaches, tools and capabilities to provide IV&V Services for UHIP as defined in this RFP.

The IV&V Vendor will primarily operate independently but will report directly to the DoIT IT Program Executive and interface with other UHIP agencies. The IV&V Vendor's personnel must be organized in such a way to ensure that the Program Executive is apprised of activities performed and that the UHIP project staff is well informed.

The individual activities within the scope of the IV&V Services, and the deliverables which will result from these activities, are described below.

The Medicaid Eligibility & Enrollment Toolkit (MEET), which consists of the Medicaid Eligibility & Enrollment Life Cycle (MEELC) and associated checklists, was developed by CMS to support states and their vendor partners in the development and implementation of modernized E&E systems. States, their IV&V vendors and CMS work together to monitor project activities across four life cycle phases and three types of milestone reviews, within the framework of a Project Partnership Understanding (PPU). Vendors are encouraged to review the following links:

MEET Toolkit:

<https://www.medicaid.gov/medicaid/data-and-systems/downloads/meet/meet-toolkit.zip>

MEET Checklist:

<https://www.medicaid.gov/medicaid/data-and-systems/downloads/meet/meet-checklist.zip>

Additionally, vendors are advised to review **Appendix D – State Of Rhode Island Master Services Agreement**.

3.1 Specific Activities / Tasks

3.1.1 Required Medicaid Eligibility & Enrollment Life Cycle Services

The IV&V Vendor shall provide IV&V services for Rhode Island in support of the Medicaid Eligibility & Enrollment Life Cycle (MEELC) in accordance with guidance found in the Medicaid Eligibility and Enrollment Toolkit. The expectation is the IV&V vendor will be knowledgeable of all requirements and will advise Rhode Island to ensure they are met. The vendor will work with the state and CMS to develop a project partnership understanding and identify the correct place in the E&E lifecycle and establish checklist and gate-based monitoring.

A. Progress Reports and Medicaid Eligibility and Enrollment Checklists

1. The IV&V service provider will support the State in completion of a PPU as well as a baseline MEET E&E checklist set. The IV&V service provider will also support checklist updates in association with quarterly progress reports and/or subsequent milestone reviews.
2. Quarterly, the IV&V service provider will produce E&E IV&V Progress Reports that objectively illustrate the strengths and weaknesses of the project and provide recommendations for correcting any identified weaknesses. E&E IV&V Progress Reports are prepared in advance of milestone reviews with CMS.
3. The IV&V service provider staff will interview and observe RIB Systems Integration vendor project management staff, and development contractor staff (including any subcontractors). Service provider staff also will observe project meetings and activities to understand the processes, procedures, and tools used in the E&E program and UHIP project environments. They will review and analyze all applicable and available documentation for adherence to accepted, contractually defined industry standards. The IV&V Vendor will fill out the reviewer comment portion of the Eligibility and Enrollment Checklists and append them to the progress report.
4. The IV&V service provider shall provide the progress reports to CMS and any other required State or Federal Partner Report at the same time they are presented to the state. This reporting process, in accordance with federal regulations, includes final report issuance as well as all draft report submissions. The IV&V report should include progress related to compliance with FNS requirements

B. Oversight

IV&V services will be part of the larger oversight of the day-to-day operations and management of the UHIP project. The IV&V service provider shall have complete access to UHIP documents, facilities, and staff during normal business hours, weekends, as required to carry out its oversight role. The IV&V Vendor shall have access to all key staff on site at the UHIP project location(s) daily, as needed to observe meetings, review deliverables and documentation, and conduct

interviews, etc., to ensure a high level of integrity and confidence in the IV&V service provider's UHIP oversight and monitoring. While the State retains ultimate responsibility for the program, the IV&V service provider will review the project and system processes and progress in areas including, but not limited to, the following:

1. Project management
 - a. Progress against schedule
 - b. Risk management
 - c. Inclusion of state goals/objectives and all federal E&E requirements in requests for proposal and contracts
 - d. Adherence to the state's software development life cycle (SDLC)
 - e. Incorporation of the standards and conditions for Medicaid IT into design and development
 - f. Reasonability, thoroughness, and quality of Medicaid Information Technology Architecture ("MITA") State self-assessment ("SSA"), concept of operations, information architecture, and data architecture
 - g. Reflection of the state's MITA goals and plans into actual E&E design and development (Offeror should review **Appendix C – RIBridges MITA 3.0-Specific Information.**)
 - h. Configuration management that is robust and includes state or developer configuration audits against configuration baseline
 - i. Change management
 - j. Adherence to service level agreements
 - k. Automated Code Review of UHIP Code Base on a semi-annual basis
 - l. Other work as required

2. Modular development
 - a. Completeness and reasonability of E&E concept of operations, architecture, and designs
 - b. Accuracy of capture of interfaces and data sharing requirements with systems external to the E&E
 - c. Traceability of requirements through design, development, and testing
 - d. Adequacy of system security and privacy policies, plans, technical designs, and implementations
 - e. Coverage and integrity of all system testing, including stress testing and testing of interfaces between modules and with external partner systems
 - f. Capacity management, including consideration of future vendors' support and release plans for underlying databases, software, and hardware
 - g. Problem and incident management and reporting to assist with the stabilization of the system
 - h. Adequacy of disaster recovery planning
 - i. Other work as required

3.1.2 Perform Security Assessments/Audits

Provide continued independent and objective analysis of the system security of the HIX/IE system based on MARS-E V 2.0 security compliance documents and requirements. To conduct this assessment, the IV&V team reviews policies, design documents, and vendor plans evaluating the effectiveness and confirming they are being followed; conducts interviews with Vendor technical leads and State technical leads; and inspects the configuration to verify components; and conducts **bi-monthly** and quarterly vulnerability scanning using industry proven tools (e.g., Nmap, Nessus, Metasploit). Scanning and penetration testing are performed on a bi-monthly and/or quarterly basis. Table 1 below identifies the type of scan, frequency, number of scans to be performed during the contract period, tools the vendor could employ to complete the scans, and the reporting mechanism. The state will determine if all or a subset of the described scans below will be included in the initial contract. For all subsequent years following year 1, the State will choose those security activities from table 1 below to be performed by the IV&V vendor each year. Pricing should be indicated for each security activity to allow a menu of security activities to be selected from. The State will choose the appropriate security activities following year 1 and will notify the IV&V vendor at the start of each fiscal year. Cost will be reflected based on the chosen security activities.

Scan	Frequency	Number of Scans/Servers	Tools	Deliverable
Web Application Vulnerability Scan Credential and non-credential (includes SSL)	BI- Monthly	BI- Monthly Scans: 6 annually Servers: HIX/CCAP/E ARR/Worker-portal portals	ZAP, Burp Suite, Nessus and Qualys (high-tech bridge for SSL test or equivalent) or others	BI-Monthly IV&V Security Assessment

Scan	Frequency	Number of Scans/Servers	Tools	Deliverable
<p>Network/Compliance scanning</p> <p>Credential and non-credential</p>	<p>Quarterly</p>	<p>Quarterly Scans: 4</p> <p>Servers:</p> <p>10 Production Environment Servers</p> <p>Sampling of 10 Non-Production Environment Servers</p> <p>Compliance Scans/IRS Guidance of 10 servers</p>	<p>Nessus</p>	<p>Quarterly Security Vulnerability Assessment Report</p>
<p>Penetration Scanning</p>	<p>Quarterly</p>	<p>Quarterly Scans: 4</p> <p>Servers:</p> <p>Random sampling of 7 to 10 Production Servers</p> <p>Note: The sample servers for Penetration test should be consistent with Network Scan sample.</p>	<p>Nmap</p>	<p>Quarterly Security Vulnerability Assessment Report</p>

Scan	Frequency	Number of Scans/Servers	Tools	Deliverable
Penetration Testing	Quarterly	Quarterly Scans: 4 Vulnerabilities: Penetration testing will attempt to exploit the highest risk items in reverse order. The number of items tested is limited by the time allowed for the testing window. The State will determine which items will be tested, along with the Vendor.	Metasploit (the Community edition)	Quarterly Security Vulnerability Assessment Report
Database Vulnerability and Compliance Scanning	Quarterly	Quarterly Scans: 4 Servers: 2 Production Servers 2 Non-Production Servers Compliance Scans/IRS Guidance: 2 servers	Nessus and Database Vulnerability Scanner	Quarterly Security Vulnerability Assessment Report

The Vendor will develop a mutually acceptable **BI-Monthly IV&V Security Assessment Report** covering the Web Application Dynamic Vulnerability Scanning on all production UHIP applications (external and internal) including the SSL test results. The report will identify any system flaws or weaknesses that could be exploited to compromise the security of the application and will include Cross-Site Scripting, SQL Injection, Directory Traversal, insecure configurations, and remote command execution vulnerabilities, including OWASP top 10. The vendor will perform manual verifications where necessary to reduce the reporting of false positive results.

The Vendor will develop a mutually acceptable **Quarterly Security Vulnerability Assessment Report** covering the Network scanning, IRS compliance scanning, penetration testing and database scanning against the servers and system components supporting the UHIP system. This report will include the results of the scanning of a random sample of servers from the lower environment containing production data as well as the following items:

- All open ports, and which ports are out of compliance
- All services running and which services should not be running
- All services running default userIDs, and/or password.
- All services running users with NULL passwords
- Patch levels of all Operating Systems
- Versions of all Operating Systems

The **Bi-Monthly IV&V Security Assessment Report** and the **Quarterly Security Vulnerability Assessment Report** will serve as evidence of continuous monitoring (RA-5, SA-11, CM-7 etc.) and the findings and recommendations will help assure the State remains MARS-E 2.0 compliant.

The first quarter begins **January 1, 2020**, and the second quarter begins April 1, 2020. Quarterly scans will commence for the first quarter at contract execution with the second scan starting no later than the first week of the second month of the quarter. The vulnerability reports will be provided to the State within the quarter. All scans for the quarter will be completed within the quarter and vulnerability reports for the final quarter submitted to the State by **June 30 of the contract year**.

The Vendor will provide an evaluation of false positives and risk analysis, and participate in the prioritization of defect correction, by working with the solution vendor and the state to accelerate the correction of critical deficiencies.

Network/Web Application Vulnerability Hot Fix/Regular Release Fix Validation

Provide a total of 120 hours (30 hours per quarter) of ad hoc validation scanning, raw scanning results and the vulnerability analysis for network and web application vulnerability hot fixes/or regular release fixes in UAT and Production using the approved security assessment tools in the table above. Conduct web application and/or network vulnerability compliance testing in UAT environment before the fix is deployed by the solution vendor into production and provide the results of the testing and analysis for the vulnerability associated with the fix to determine if the fix addresses the known vulnerability. Conduct web application and/or network vulnerability compliance testing in the production environment after the fix is deployed by the solution vendor in production and provide the results of the testing and analysis for the

vulnerability associated with the fix to determine if the fix addresses the known vulnerability. The testing will be scheduled when the State informs the Vendor of the need to validate a hot fix/regular release fix. The vendor will schedule and perform these scans in alignment with the project schedule or business need. The State reserves the right to add additional hours to perform additional network/web application vulnerability hot fix/regular release fix validations when deemed necessary to address security concerns as they arise. The change request process will be leveraged using the hourly rate card provided for pricing any additional work.

MARS-E 2.0 Annual Attestation

Conduct the CMS mandated MARS-E 2.0 Yearly Security Assessment using the checklist (1/3 of the controls plus baseline). The Annual Security and Privacy Attestation Report Template must be completed and submitted in a Security and Privacy Assessment Report(SAR) to CMS by June 30, of each contract year, as defined in the document: Annual Security and Privacy Attestation Procedure for Affordable Care Act Information Systems - Version 2.0.

HP Fortify Source Code Scan and Analysis

Conduct one Security Code Review on the HIX/SSP, IE (Worker Portal), CCAP, and EARR to identify potential risks and vulnerabilities. Independently configure and test using HPE Fortify (license to be provided by the State) to assure that all recommended rules are used for the automated source code scan and test, which will require the availability of the source code of the application. Complete automated code analysis and manually review the results to identify false positives. Generate and provide pdf files (developer workbook format), which provide the location of each finding and the recommendation/steps to address each finding, to the State and Deloitte as part of this assessment.

- Provides an independent security evaluation of the entire UHIP system or on the sections of code that were modified since the previous scan.
- Assures the UHIP systems are built using good security related coding practices.
- Assures the RIB Systems Integration vendor maintains a high level of quality throughout the entire project.

Approach for this assessment:

- Conduct interviews with Deloitte and the State Security team to uncover additional details about the system design and operations that influence the security posture of the system for the false/positive evaluation.

- Request production source code path, and pre-production environment from the State and RIB systems integration vendor for the assessment.
- Check out all production source code to the local machine using subversion control system (SVN).
- Perform automated source code scan using HP Fortify. This activity will be split into two phases, each taking approximately one month:
 - HIX/CCAP/EARR – month one
 - IE – month two
- Conduct a manual source code review of the automated HP Fortify report findings to determine false positives.
- Analyze assets, threats and vulnerabilities, including their impacts and likelihood.

Develop **HP Fortify Source Code Scan Report** documenting findings and observations.

3.1.3 Conduct IV&V Services

Perform ongoing IV&V monitoring of the implementation activities via observing meetings, conducting interviews, reviewing reports, and analyzing trends; this includes monitoring UAT progress, defects, and trends. Vendor develops fact-based observations with actionable recommendations and presents these to the State during the **Weekly Observation Review Meetings** and includes the observations and recommendations in the **Monthly IV&V Assessment**, which is distributed to the State and CMS concurrently. Vendor to produce twelve (12) Monthly IV&V Assessments, with the first report being submitted in January 31, 2020 covering the January 2020 reporting period and the final report being submitted at the end of the final contract year / month.

3.1.4 Specific Tasks

The IV&V Services described in this RFP must comply with IV&V regulatory requirements detailed in 45 CFR 95.626 which requires that IV&V efforts be conducted by an entity that is independent and that:

1. Develops a project work plan to cover all verification and validation activities. The plan must be provided directly to CMS at the same time it is given to the State.
2. Reviews and makes recommendations on both the management of the project, both State and vendor, and the technical aspects of the project. The IV&V provider must give the results of its analysis directly to the federal agencies that required the IV&V at the same time it reports to the State.
3. Consults with all stakeholders to assess user involvement and buy-in

regarding system functionality and the system's ability to support program business needs.

4. Conducts an analysis of past project performance sufficient to identify and make recommendations for improvement.
5. Provides risk management assessments, communicate IV&V-related risks to the State and project contractors, and work with all parties to ensure that these risks and issues have been reflected in the overall project schedule and priorities.
6. Provides capacity planning services, including but not limited to - confirmation of appropriate levels of storage capacity, current state of growth and ability to meet expected projections.

In addition to the above 6 items, the State requests that the following 4 activities be added the requirements specified, and those additional tasks are:

7. Evaluates recovery plans including backup, disaster recovery, and day-to-day operations to verify thoroughness of the plans and that processes are being followed.
8. Develops performance metrics mutually agreed by both parties that allow tracking project completion against milestones set by the State.
9. Conducts and provides analysis of Project Governance and Release Management processes. This may include detailed analysis of certain governance processes including reviewing the estimates of the RIB Systems Integration Vendors' ROMs (Rough Order of Magnitude).
10. In compliance with IV&V regulatory requirements and to meet the goals of the UHIP Project, the IV&V Vendor shall complete the following tasks:
 - A. Manage the IV&V Services
 - B. Validate automated code review results
 - C. Perform annual system audit
 - D. Conclude the IV&V Services

Further detail regarding the 4 Subsections above, is provided below:

1. Manage the IV&V Services

The IV&V Vendor shall develop a mutually agreed comprehensive project management plan (the "IV&V Services Project Management Plan") and shall manage and carry-out the IV&V Services in accordance with the IV&V Services Project Management Plan. The IV&V Services Project Management Plan must include at a minimum the following elements:

- a. Description of how the IV&V Vendor plans to carry out the IV&V Services to meet all verification and validation activities.

This description should include methodologies, strategies, standards, and approaches employed by the IV&V Vendor for executing each of the IV&V activities within this Scope of Work of this RFP.

- b. High level IV&V Services schedule which aligns with the UHIP Project Timeline.
- c. Detailed schedule that includes activities, tasks, estimated start and end dates, durations, deliverables, and assigned resources to illustrate how IV&V Services will be achieved.
- d. Organizational structure that reflects, among other things, the need to coordinate activities among the IV&V Vendor, the HIX/IES Implementation Contractor, and the RIB Systems Integration Vendor.
- e. Description of resources assigned to activities, tasks and the IV&V deliverable creation.
- f. Description of the deliverables produced because of IV&V activities.
- g. The IV&V Vendor shall exercise the Project Management approach and principles outlined in the approved Project Management Plan. This includes coordinating a mutually acceptable schedule conducting **Weekly Observation Review Meetings** with State stakeholders representing the Department of Administration, Department of Human Services, Executive Office of Health and Human Services, and HealthSource RI; development and distribution of the **IV&V Bi-Weekly Status Report** and **Monthly IV&V Assessment**; and participation in and facilitation of relevant project meetings. Onsite Key personnel should plan on being on site Monday thru Friday a minimum of a 40-hour work week, and during weekends in the event of a major release.

2. Validate automated code review results

Automated and Manual Code Review Reports

The IV&V Vendor shall develop Automated and Manual Code Review Reports to communicate the validated results from the Code Review. One Code Review will be performed in two phases to cover HIX/SSP, CCAP and EARR in Phase 1 and IES in Phase 2.

3. Perform Annual System Audit, or as Directed by the State.

A. The IV&V Vendor shall:

1. Develop a plan to perform a system audit and specify, among other things, the dimensions which will be addressed in the system audit and the criteria applied to each dimension.
2. Perform the system audit

3. Report results of the system audit and recommend practical and feasible solutions.
 4. Track issues and findings to completion.
- B. Through the system audit, the IV&V Vendor must evaluate the system along various dimensions, including but not limited to:
1. *System Effectiveness*: Verify that information is pertinent to the appropriate business process and is delivered in a timely, correct, consistent and usable manner.
 2. *System Efficiency*: Verify that the system provides information through the most optimal use of resources.
 3. *Confidentiality*: Verify that the appropriate controls are in place to ensure compliance with the full range of security and privacy requirements, in order to protect sensitive information from unauthorized use and disclosure.
 - a. Sensitive information protected by privacy and security requirements includes but is not limited to:
 - i. PII – Personal Identifiable Information
 - ii. PHI – Protected Health Information
 - iii. FTI – Federal Tax Information
 - b. Appropriate controls include but are not limited to:
 - i. Intrusion prevention/detection
 - ii. Vulnerability and penetration prevention/detection
 - iii. Network hardening
 - iv. Access management
 - v. Physical access to facilities
 - vi. Logical access to data and processes
 - vii. Monitoring of system activity, logging of incidents, and action plans to prevent and/or address identified incidents
 2. *Integrity*: Verifying that information is accurate and complete in accordance with business requirements and expectations.
 3. *Availability*: Verifying that information will be available when required by the business in the short and long term, and verifying that resources and capabilities are appropriately safeguarded.
 4. *Compliance*: Verifying that the system is in compliance with all laws and regulations to which the

business processes are subjected. In particular, the audit should cover the following:

- a. Periodically assess the UHIP system's adherence to the Rhode Island State Self-Assessment performed under MITA 2.
- b. Evaluate how well the UHIP system conforms to MITA 3.
- c. Evaluate how well the UHIP system conforms to the CMS Standards and Conditions.
 - i. *Reliability*: Verifying that the system's users have access to the information they need to carry out their responsibilities including meeting financial and compliance reporting responsibilities.
- d. When performing the above-mentioned activities, the IV&V Vendor's system audit must address several aspects of the system including but not limited to:
 - i. Data: Objects in their widest sense – structured, non-structured, graphics, sound, and more.
 - ii. Application Systems: The sum of manual and programmed procedures.
 - iii. Technology: Hardware, operating systems, database management systems, networking, multimedia, and the like.

4. Conclude the IV&V Services

The vendor closes out the project by providing all deliverables due to the state on the last day of the month at the end of the contracting period, in electronic format, to the State. The IV&V Vendor's end-of-project activities include but are not limited to the following:

- A. Organize all IV&V information to make it useful for staff that operate and maintain the UHIP system.
- B. Prepare an archive of all documents related to IV&V activities.
- C. Prepare a final report that summarizes expectations, opportunities, and challenges related to the new UHIP system.
- D. Coordinate end-of-project activities with the RIB Systems Integration Vendor and/or other UHIP vendors for a transition to stable system operation and maintenance.
 1. Provide a plan to depict activities required for transition

3.1.5 IV&V Project Deliverables

The following section describes the major IV&V Project Deliverables expected from the IV&V Vendor for the tasks described in the previous section. Upon the State's request, IV&V Vendor shall consolidate certain IV&V Project Deliverable reports into one or more reports.

The IV&V Vendor shall provide the following IV&V Project Deliverables:

- A. Manage the IV&V Responsibilities.
 1. IV&V Services Project Management Plan - The IV&V Services Project Management Plan as described in detail in Section 3.1.4.10, Manage the IV&V Services.
 2. IV&V Monthly Review and Assessment Report - The IV&V Vendor shall provide a Monthly Review and Assessment Reports which describes key information in the IV&V tasks for which work was performed in such month and plans for the upcoming month. Key information includes, but is not limited to, activities performed, key or critical results, findings or issues identified as a result of the activities performed, IV&V Deliverables approved during such month, and an updated IV&V Services Project Management Plan with details of activities expected to be performed in the upcoming month.
 3. Leadership Team Briefings - Leadership Team briefings shall be formal presentations by the IV&V Vendor to the Leadership Team to illustrate and discuss Monthly Review and Assessment Reports. Briefings shall occur no less than five (5) business days after the issuance of the reports in final form. The IV&V Vendor may also be expected to brief state personnel who have day-to-day project responsibilities.
 4. IV&V Weekly Status Reports - Status reports shall be generated on a weekly basis for the duration of the Contract and shall describe the ongoing status and progress of IV&V tasks, deliverables and issues.
 5. Issue Tracking and Reporting Plan - All (existing & new) UHIP observations identified during the IV&V Services must be reported, tracked, and resolved according to defined procedures and methods. The IV&V Vendor shall develop an issue-tracking plan that outlines these elements:
 - a. Reporting methods
 - b. Issue tracking tool
 - c. Issue resolution procedures
 6. IV&V Dashboard - The IV&V Vendor shall provide a mutual acceptable tool, such as a dashboard, that presents all UHIP Project Deliverables, IV&V Project Deliverables, Financial Metrics Update and their respective statuses. The dashboard should also present issues identified across the various tasks as well as the recommendations for resolution, the resolution itself, and the status of the issue. The tool shall permit the UHIP project management team to monitor progress toward resolution of issues and implementation of related recommendations.

B. Conclude IV&V Services

1. IV&V Final Report - The IV&V Vendor shall develop a Final Report at the conclusion of the IV&V Services. Report format and content to be discussed with, and approved by, the State.
2. Archive of All IV&V Documents - The IV&V Vendor shall develop and organize an all- inclusive library of Artifacts created by the IV&V Vendor during the term of the IV&V Contract to be delivered to the State at the end of the Contract.

3.1.6 Conflict Of Interest

Due to the inherent conflict of interest, vendors, parent corporations, subsidiaries, and subcontractors of vendors must not have any contractual, financial, business or beneficial interest with the current implementation and maintenance and operations vendor for RIBridges (Deloitte Consulting LLP) and will not be considered under this RFP unless they certify that no such conflict exists in the form provided under Section 4.A.2.a, IV& V Qualifications using APPENDIX E: CONFLICT OF INTEREST CERTIFICATION FORM.

3.1.7 IV&V Deliverable Review Process

All IV&V Deliverables shall be reviewed by the State, and the decision to unconditionally accept or reject any deliverable shall be communicated in writing to the IV&V Vendor by the State. Once a deliverable is unconditionally accepted, and final approval is communicated by the State in accordance with procedures set forth below, the Contract deliverables will be deemed accepted or completed.

The deliverable review and acceptance process will include, without limitation, the following elements:

- A. The IV&V Vendor will submit a deliverable outline and a sample deliverable prior to initiating the development of the deliverable. The deliverable outline will serve as the deliverable specifications and shall include at a minimum a detailed table of contents. The sample deliverable should be a deliverable produced for a project of similar size and complexity as the UHIP project. The deliverable outline and sample deliverable shall be delivered to the UHIP Project Coordinator or his/her designee.
- B. The UHIP project Leadership or Designee shall review the deliverable outline and sample deliverable and identify changes to the table of contents.
- C. As soon as possible, but in no event later than ten (10) business days after receipt of a deliverable outline and sample deliverable, the UHIP Project Coordinator, or his/her designee shall give written notice to the IV&V Vendor Project Manager of the acceptance or rejection of the deliverable outline and sample deliverable.
- D. As soon as possible, but in no event later than seven (7) business days after receipt of a notice of rejection of the deliverable outline and sample deliverable, the IV&V Vendor shall make the specified corrections and deliver an updated version of the deliverable to the

UHIP Project Coordinator, or his/her designee.

- E. The IV&V Vendor shall submit deliverables to the UHIP Project Coordinator, or his/her designee. To the extent there are multiple deliverables submitted at the same time, the State and IV&V Vendor will cooperate in good faith to adjust the seven (7) business day review schedule as necessary. Additionally, upon submission of each deliverable, the IV&V Vendor shall schedule a meeting with the UHIP Leadership or designee to “walk through” and explain the structure and content of the deliverable and collect immediate feedback.
- F. The State shall review each deliverable and evaluate whether the deliverable has clearly met in all material respects the criteria established in the Contract, individual tasks, the deliverable specifications, and any other requirements mutually agreed upon in writing by the State and the IV&V Vendor. As soon as possible, but in no event later than ten (10) business days after receipt of a completed deliverable, the UHIP Project Coordinator, or his/her designee, shall give written notice to the IV&V Vendor Project Manager of acceptance or rejection of the deliverable. If the deliverable is rejected, the written notice shall also include a description of the nature and extent of the defects required to qualify the deliverable for acceptance.
- G. The IV&V Vendor will act diligently to correct the specified defects and deliver an updated version of the deliverable to the UHIP Project Coordinator, or his/her designee, no event later than seven (7) business days after receipt of a notice of rejection of a deliverable.
- H. The State will review and evaluate the updated deliverable. As soon as possible, but in no event later than seven (7) business days after resubmission of any rejected deliverable, the UHIP Project Coordinator, or his/her designee, shall give written notice to the IV&V Vendor Project Manager of the status of the resubmission. A rejection of a resubmitted deliverable will include a description of the way in which the updated deliverable fails to correct the previously reported deficiency.
- I. When a deliverable is accepted, the UHIP Project Coordinator will sign a form indicating acceptance, and the IV&V Vendor will acknowledge receipt of the acceptance form in writing.
- J. In the event the State accepts a deliverable that requires additional work to be entirely compliant with the pertinent specifications and until the next deliverable remedying such noncompliance, the IV&V Vendor will provide a prompt correction or workaround.
- K. By submitting a deliverable, the IV&V Vendor covenants that it has performed the associated tasks in a manner that will, in concert with other tasks, meet the objectives specified in the Contract. By approving a deliverable, the State represents only that the project team members have reviewed the deliverable and detected no errors or omissions of sufficient gravity to defeat or substantially threaten the attainment of those objectives and unless otherwise agreed in

writing by the State and IV&V Vendor, to warrant the withholding or denial of payment for the work completed. The State approval of a deliverable does not discharge any of the IV&V Vendor's contractual obligations with respect to that deliverable, or to the quality, comprehensiveness, functionality, effectiveness, or certification of the HIX/IES system as a whole.

- L. Note that whenever the due date for any deliverable, or the final day on which an act is permitted or required by the Contract to be performed by either party, fall(s) on a day other than a business day, such date shall be the first business day following such day. Unless otherwise specified, the time for performance shall be prior to 3:00 p.m. Eastern Standard Time.

3.1.8 Key Personnel Requirements

The IV&V Vendor shall identify dedicated individuals who possess both a deep and broad understanding of ACA, especially the health insurance exchange component of the law. The IV&V Vendor shall also understand the vision of the UHIP Project, the technologies used to build and operate it, and the desire to build reusable components for other state Exchanges and re-use components from other Exchanges. Finally, the IV&V Vendor shall also understand what it means to independently verify and validate systems of this scale, importance, and complexity. The State has determined that the following IV&V Vendor personnel qualify as "Key Personnel" and as such, are listed below:

- Project Manager/Engagement Manager
- Contract Manager
- Quality Assurance Manager
- Senior Systems/Security Analyst
- Business Analyst

The IV&V Vendor shall designate, as part of its Key Personnel, a Contract Manager who shall be the primary contact for all matters related to this Contract. This Contract Manager will have signatory and decision-making authority for the IV&V Vendor with respect to project management, ensure that the IV&V Vendor adheres to timelines, methodologies, consumer expectations, and any other contractual requirements, and will maintain a leadership role capable of understanding the scope of the project(s) in all aspects.

The IV&V Vendor shall identify the most qualified individuals to serve in the Key Personnel roles and must notify the State within thirty (30) days of any personnel changes. Desired qualifications and experiences for key personnel include the following:

- A. Extensive multi-project experience in the types of activities for which each individual is proposed with experience in the approach and methodologies used by the IV&V Vendor;
- B. Seasoned, demonstrable, extensive experience in large-scale software

delivery in a number of state government or commercial health insurer environments. Federally funded human services systems experience is preferred;

- C. Demonstrable experience performing IV&V activities on large-scale application software projects in a number of state government or commercial health insurer environments. Federally funded human services systems experience is preferred;
- D. Experience with Systems Development Lifecycle (“SDLC”) and the approach and methodologies used by the IV&V Vendor; and
- E. Medicaid and relevant human service program eligibility experience, as well as experience with commercial health insurer environments.
- F. Recent and relevant experience in static, dynamic, network and compliance vulnerability scanning as described in section 3.2. Experience in exploit penetration testing.
- G. An understanding of MARS-E 2 or NIST 800-53 security and privacy controls and methods to audit and test.

The IV&V Vendor shall work with the State to effectively manage the Contract as follows:

- A. The IV&V Vendor shall provide for the State’s review and approval a detailed job description for each Key Personnel position to be performed as part of this Contract.
- B. The IV&V Vendor shall provide access for the State to review, interview and give final approval of participation of all new Key Personnel proposed for the Contract.
- C. Whenever changes to Key Personnel, subcontractors, and/or partners occur, the IV&V Vendor shall submit, for the review and prior approval of the State, the names of any partners or subcontractors, their principals, and copies of such contracts that the IV&V Vendor has newly acquired for the purposes of performing this Contract.

The IV&V team should be comprised of individuals who have the following skill sets in Verification Services.

- A. Significant experience with industry-standard and best practices regarding quality, quality assurance and quality control principles and techniques;
- B. Expertise with automated test tools and their most effective use within large- scale development, package-acquisition, and integration projects;
- C. Appropriate experience with the specified relational database, mainframe, client/server, call center, data capture and web portal technologies in use on this project; and experience in healthcare

related concepts, configuration and management, with Medicaid and relevant human service experience a plus.

The IV&V team should be comprised of individuals who have the following skill sets in Validation Services. (minimum of 1-year experience)

- A. Extensive experience in providing IV&V user services, preferably in the Medicaid, human service, or healthcare industry;
- B. Proficiency in integrating training activities within a broader view of the validation effort;
- C. Expertise in high volume health claims processing and related business functions;
- D. Extensive experience in procurement, installation, evaluation, operations and maintenance of Medicaid, similar large health care claims processing, or large- scale insurance-based systems;
- E. Broad experience with technical writing;
- F. Specific experience in healthcare related concepts, configuration and management; and
- G. Experience with the CMS review and certification process.

Key Personnel at Project Site/Facility

Space will be provided for the required IV&V Vendor staff by the RIB Systems Integration Vendor, where the UHIP project team will be based during the Contract period.

The State will provide Guest network in state facilities and e-mail accounts to IV&V Vendor staff in need of such, but the IV&V Vendor shall be responsible for providing its staff with any tools deemed necessary to complete the project, including but not limited to remote access to Rhode Island network, laptop computers, necessary software, copiers, printers, office supplies, and administrative support.

3.1.9 Professional Skill and Competence

In the event that the Contractor provides services under this Agreement to the State on the premises of the State's property, the State will have the right at any time to require that the Contractor remove and replace any Contractor's staff that provide such on-site services to the State at no cost to the State if at any time the State reasonably believes any such staff is detrimental to its working relationship with the Contractor.

3.1.10 Reporting Requirements

Some of the UHIP Project Deliverables and IV&V Project Deliverables are subject to reporting and audit as required by funding sources. The IV&V Vendor shall assist the State in meeting such requirements as directed by the State.

3.1.11 Project Management Approach

This section sets forth the project management approach that the IV&V Vendor must follow in providing the comprehensive IV&V required for the project.

A. Management and Reporting

IV&V management activities include but are not limited to: IV&V project planning, IV&V resource management, quality assurance oversight, risk management, status and problem reports including descriptions of completed tasks and system components, and administrative support.

The IV&V Vendor shall create, maintain and provide all appropriate IV&V materials, including project plans, project time and cost estimates, technical specifications and documents, management documentation, and management reporting in a form/format that is acceptable to Rhode Island, and made readily available to appropriate Rhode Island staff. The IV&V project work plan shall be revised as needed throughout the period of performance.

The IV&V Vendor's Project Manager, or a designated representative, and lead staff as needed shall attend (in person) regularly scheduled contract review meetings for the purpose of status updates, progress reports, and problem resolutions. Meetings shall be held at a location of Rhode Island's choosing in Providence, Warwick or Cranston, Rhode Island. With Rhode Island's prior approval, attendance at these meetings can be via phone or teleconference via Webex.

The IV&V Vendor shall provide monthly status reports to ensure that the expenditure of resources is consistent with and will lead toward successful completion of all tasks within projected cost and schedule limitations. Monthly status reports shall detail progress made during the prior month, progress expected during the next month, resources expended, any significant problems or issues encountered, recommended actions to resolve identified problems, and any variances from the proposed schedule and discussed during a monthly briefing. In coordination with the state and pending the content approval of the project team, the monthly status reports may take the form of a PowerPoint presentation deck with sufficient details to document and expedite the identification and resolution of issues.

The IV&V Vendor shall utilize and maintain its portion of a shared document IV&V repository (Microsoft SharePoint or an equivalent system) provided by the RIB systems integration vendor to facilitate collaboration of project artifacts.

B. Change Management

The IV&V Vendor shall be proactive in notifying Rhode Island of any developing situation that may impact operations, system interoperability, scheduled deadlines, or any other contractual issue. In the case of a known impending problem, the IV&V Vendor shall notify the State within 48 hours and be forthcoming to address the risks and to identify mitigation strategies. The IV&V Vendor shall provide assistance to Rhode Island in explanation of reports on problem resolution and root cause analysis of problems.

C. Quality Control

The IV&V Vendor shall oversee the RIB System integration vendor's Quality Control Plan that defines their approach, processes, and procedures for ensuring the quality and reliability of its products and services. The IV&V Vendor shall also review the RIB System Integration Vendor Quality Assurance Surveillance Plan (QASP). The QASP will provide a systematic and structured process for the Government to evaluate the services the IV&V Vendor will provide, including, but not limited to, processes, methods, metrics, customer satisfaction surveys, service level agreements, and operational level agreements. The results of the applying the QASP will document the RIB System Integration vendor's performance on this effort.

The IV&V Vendor shall support technical quality audits by Rhode Island.

The IV&V Vendor shall review the testing and quality control processes necessary to ensure the RIB System Integration Vendor's products and services meet the requirements of the Enterprise System Development (ESD) Indefinite Delivery Indefinite Quantity (IDIQ).

3.1.12 IV&V Vendor Requirements

A. Conditions Governing Subcontracting

If the IV&V Vendor intends to use any subcontractors, the IV&V Vendor must clearly identify the subcontractor in the response to the RFP and provide documentation of their skill sets and applicable experience. The IV&V Vendor retains responsibility for the completion and quality of any work assigned to subcontractors. The IV&V Vendor is expected to supervise the activities of subcontractors and employees in order to ensure quality. Changes to the subcontractors must be submitted in writing to the state and receive approval, which will not be unreasonably withheld. The Vendor retains the responsibility for any actions and activities for the subcontractor whether intentional or unintentional.

B. Compliance with Statutory, Regulatory and Other Standards

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

C. Confidentiality and Protection of Public Health Information and Related Data

Medicaid does not anticipate providing any protected health information to the successful vendor. However, in the event that protected health information or other confidential data must be shared by Medicaid or the Exchange with the vendor, the vendor shall be required to execute a Business Associate Agreement Data Use Agreement, among other requirements, 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 thereunder, 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, 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 State to the Vendor for the completion of the projects may not be sold, given or otherwise shared with outside parties.

D. Computers

Computer hardware, software, Network connectivity, mobile wireless and other technology required to complete the work of the contract are the sole responsibility of the IV& V Vendor.

E. Data and Reports

Data, information, and reports collected or prepared by the IV&V Vendor as well as equipment purchased by the IV&V 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 IV&V Vendor’s use of public funds in collecting and preparing such data, information, and reports, and in purchasing equipment, with the exception of items purchased in support of Section 3.1.11d.

F. Office Space and Equipment

Office space and equipment required to complete the work of the contract are the sole responsibility of the Vendor, with the exception of the proposed on-site staff discussed in Section 3.1.7.

G. 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 fully loaded price point.

3.1.13 Deliverables

Deliverables	Due Date
Monthly IV&V Assessment From Start of Contract, every Month	Mid-Month for Prior Month
IV&V Close-Out to End of Contract	End of Contract
Bi-Monthly IV&V Security Assessment Report From Start of Contract, every Month	Mid-Month for prior month
MARS-E2 Year 2 Security and Privacy Attestation Security Assessment Report(SAR)	June 15 th each year of contract

The vendor will submit completed deliverables to the State for review. In all cases, the State’s Project Manager will determine successful completion of a deliverable when the deliverables have been received, reviewed and approved by the State. Should the deliverable not be accepted, the State will return the deliverable to the vendor, along

with a written notification of the issues pertaining to the deliverable. The vendor will then be required to address the issues to the satisfaction of the State's Project Manager and re-submit the deliverable for review. Any such rework will not be billable to the State.

The bidder shall adhere to the above deliverable schedule as part of this Project. Subject to approval by the State, the vendor may propose bundling the individual One-Time deliverables into a fewer number of "milestone" deliverables. Monthly Payments are subject to acceptance after the State's review and upon the submission of a monthly status report approved by the State.

Invoices: For reporting purposes, the vendor must submit an invoice for the deliverables that includes the level of effort (hours), title(s), and fully loaded rate(s) for the work completed.

A. Payments

The bidder must submit the final invoice for payment to the State no more than 45 days after acceptance of the final deliverable by the State. If the bidder fails to do so, all right to payment is forfeited, and the State will not honor any request submitted after aforesaid time period. Any payment due under the terms of the contract resulting from this RFP may be withheld until all applicable deliverables and invoices have been accepted and approved by the State.

There will be no additional payments made to the bidder for incidental expenses such as software, office supplies, or travel expenses related to the completion of the deliverables of this contract.

SECTION 4: PROPOSAL

A. Technical Proposal

Narrative and format: The proposal should address specifically each of the following elements:

1. **Staff Qualifications** – Provide staff resumes/CV and describe qualifications and experience of key staff who will be involved in this project, including their experience within IV&V services.
2. **Capability, Capacity, and Qualifications of the Offeror**

Vendors must demonstrate an understanding of the scope of services required to provide IV&V services for the UHIP project.

Minimum and preferred vendor qualifications are listed in Section a. below. The vendor must clearly state that these qualifications are met and provide detailed examples where appropriate.

Bidders should detail any past experience in IV&V services for information technology systems on behalf of state governments for the human services programs referenced in the UHIP implementation.

a. IV&V Vendor Qualifications

Vendors will not be considered under this RFP and will be deemed non-responsive if they fail to meet the following qualifications:

- Proven IV&V experience of at least five (5) years, providing IV&V services for enterprise information technology (“IT”) applications;
- Proven IV&V experience of at least five (5) years, providing IV&V services for government health programs or commercial health insurers;
- Demonstrated ability to provide experienced IV&V professional staff, with a minimum of five (5) years’ experience providing IV&V services;
- A corporation which has offices and conducts operations within the United States.

The State reserves the right to confirm that Bidders meet these requirements.

Conflict of Interest Certification. Due to the inherent conflict of interest, vendors, parent corporations, subsidiaries, and subcontractors of vendors must not have any contractual, financial, business or beneficial interest with the current implementation and maintenance and operations vendor for RIBridges (Deloitte Consulting LLP) and will not be considered under this RFP unless they certify that no such conflict exists with their Proposal using APPENDIX E: CONFLICT OF INTEREST CERTIFICATION FORM.

b. Preferred Qualifications

The State is seeking a Bidder that has the following qualifications:

- Demonstrated ability to successfully perform IV&V services for projects similar to the UHIP in size, scope, critical timing, and complexity (for example, where the implementation of the underlying system involves one central application integrated with several other applications, information hubs, and external partners)
- Strong knowledge of health care reform, ACA, CCIIO, FNS and CMS as specifically applicable to Exchanges or similar experience
- Experience in customer facing, large scale, e-commerce applications that are web based
- Experience working across multiple governmental agencies, organizations, and IT systems
- Strong knowledge of state and federal privacy and security laws and regulations
- Ability to provide resources to meet required deliverables and deadlines
- A demonstrated ability to support the delivery of projects on time, especially with aggressive timelines
- Experience with IV&V services in support of updating or implementing Medicaid eligibility systems in one or more

states

The State reserves the right to confirm that Bidders meet these requirements.

c. Offeror References – Provide three (3) client references for IV&V services.

3. **Work Plan** - Proposals should include the following:

- In the proposal, the bidder is expected to describe the actions necessary to produce the deliverables. In addition, the bidder should use examples to describe the format and content of the deliverables.
- In their workplan, the Bidder is expected to present a clear understanding of the methods and tools used to ensure that its resources are managed to complete required tasks and deliverables.
- The Bidder's proposal must describe its Project Management process in sufficient detail to provide the State with an understanding of its approach.
- For Section 3.1.4 IV&V Tasks described in this RFP, bidders are asked to provide a proposed plan of specific IV&V activities, timeline, and resources to accomplish the proposed tasks.
- The proposals should include an analysis of each of the tasks, and for each, a specific proposed plan of work, milestones, and resources proposed.
- The plan should consider the status of RI's work to date.
- The plan should also consider, for each task, major changes in the state's business processes, staffing and contracts that will be necessary because of the design and implementation of the new technology projects.
- The plan should identify a proposed schedule of key milestones and deliverables that the vendor will work with the state to develop and implement, as well as a proposed set of key project deliverables and timeline for such that the vendor will prepare and deliver to the state.

4. **Approach/Methodology** – As part of the proposal, the vendor should describe their overall methodology including technologies and tools to be employed to aid in the IV&V Tasks as described within this RFP. The vendor will state their experience using these methodologies and will describe previous projects where they have used such methodologies.

5. **Vendor Solution Presentation** - Vendors are expected to present their overall proposal, including their Work Plan, approach and methodology, and staffing plan including meeting 3 Key Members of their IV&V Team.

Vendor Solution Presentations will be scheduled accordingly once bids are opened, via the contacts listed on a vendor's cover sheet, at which time vendors will be informed of the presentation day, time, location, schedule and requirements. The State will make every attempt to accommodate vendor schedules.

Overall, vendors will describe what is contained in their technical proposal; no new information can be garnered from this process. |

B. Cost Proposal

Detailed Budget and Budget Narrative: For the services defined above, vendors are required to provide an hourly rate card listing each of their resources being proposed, role, etc. Hourly rates quoted should be fully loaded, on a time and material basis. In addition, a forecast of monthly/annual service fee needs to be provided over the 12-month initial base term, and two (2) optional 12-month renewal periods. Pricing for all three (3) years should reflect all security items in Scope. Only Year 1 costs will be evaluated in the Cost Proposal process. See **Appendix B - UHIP IV&V COST PROPOSAL TEMPLATE**

C. ISBE Proposal

See Appendix A for information and the MBE, WBE, and/or Disability Business Enterprise Participation Plan form(s). Bidders are required to complete, sign and submit these forms with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.

SECTION 5: EVALUATION AND SELECTION

Proposals shall be reviewed by a technical evaluation committee ("TEC") comprised of staff from State agencies. The TEC first shall consider technical proposals.

Technical proposals must receive a minimum of [60 (85.7%)] out of a maximum of [70] points to advance to the cost evaluation phase. Any technical proposals scoring less than [60] points shall not have the accompanying cost or ISBE participation proposals opened and evaluated. The proposal will be dropped from further consideration.

Technical proposals scoring [60] points or higher will have the cost proposals evaluated and assigned up to a maximum of [30] points in cost category bringing the total potential evaluation score to 100 points. After total possible evaluation points are determined ISBE proposals shall be evaluated and assigned up to 6 bonus points for ISBE participation.

The Division of Purchases reserves the right to select the vendor(s) or firm(s) ("vendor") that it deems to be most qualified to provide the goods and/or services as specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

Proposals shall be reviewed and scored based upon the following criteria:

Criteria	Possible Points
Staff Qualifications	5 Points
Capability, Capacity, and Qualifications of the Offeror	10 Points
Work Plan	25 Points
Approach /Methodology Vendor Presentation	20 Points 10 Points
Total Possible Technical Points	70 Points
Cost proposal*	30 Points
Total Possible Evaluation Points	100 Points
ISBE Participation**	6 Bonus Points
Total Possible Points	106 Points

***Cost Proposal Evaluation:**

The vendor with the lowest cost proposal shall receive one hundred percent (100%) of the available points for cost. All other vendors shall be awarded cost points based upon the following formula:

$$(\text{lowest cost proposal} / \text{vendor's cost proposal}) \times \text{available points}$$

For example: If the vendor with the lowest cost proposal (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly costs and service fees and the total points available are thirty (30), Vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 \times 30 = 19.5$$

****ISBE Participation Evaluation:**

a. Calculation of ISBE Participation Rate

1. ISBE Participation Rate for Non-ISBE Vendors. The ISBE participation rate for non-ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of non-ISBE vendor's total contract price that will be subcontracted to ISBEs by the non-ISBE vendor's total contract price. For example if the non-ISBE's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs, the non-ISBE's ISBE participation rate would be 12%.
2. ISBE Participation Rate for ISBE Vendors. The ISBE participation rate for ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount

of the ISBE vendor's total contract price that will be subcontracted to ISBEs and the amount that will be self-performed by the ISBE vendor by the ISBE vendor's total contract price. For example if the ISBE vendor's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs and will perform a total of \$8,000.00 of the work itself, the ISBE vendor's ISBE participation rate would be 20%.

b. Points for ISBE Participation Rate:

The vendor with the highest ISBE participation rate shall receive the maximum ISBE participation points. All other vendors shall receive ISBE participation points by applying the following formula:

$$\begin{aligned} & (\text{Vendor's ISBE participation rate} \div \text{Highest ISBE participation rate} \\ & \quad \times \text{Maximum ISBE participation points}) \end{aligned}$$

For example, assuming the weight given by the RFP to ISBE participation is 6 points, if Vendor A has the highest ISBE participation rate at 20% and Vendor B's ISBE participation rate is 12%, Vendor A will receive the maximum 6 points and Vendor B will receive $(12\% \div 20\%) \times 6$ which equals 3.6 points.

General Evaluation:

Points shall be assigned based on the vendor's clear demonstration of the ability to provide the requested goods and/or services. Vendors may be required to submit additional written information or be asked to make an oral presentation before the TEC to clarify statements made in the proposal.

SECTION 6. QUESTIONS

Questions concerning this solicitation must be e-mailed to the Division of Purchases at david.francis@purchasing.ri.gov no later than the date and time indicated on page one of this solicitation. No other contact with State parties is permitted. Please reference **RFP # 7598885** on all correspondence. Questions should be submitted in writing in a Microsoft Word attachment in a narrative format with no tables. Answers to questions received, if any, shall be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to monitor the Division of Purchases website for any procurement related postings such as addenda. If technical assistance is required, call the Help Desk at (401) 574-8100.

SECTION 7. PROPOSAL CONTENTS

1. Proposals shall include the following:
 - a. One completed and signed RIVIP Bidder Certification Cover Form (included in the original copy only) downloaded from the Division of Purchases website at www.purchasing.ri.gov. *Do not include any copies in the Technical or Cost proposals.*
 - b. One completed and signed Rhode Island W-9 (included in the original copy only) downloaded from the Division of Purchases website at <http://www.purchasing.ri.gov/rivip/publicdocuments/fw9.pdf>. *Do not include any copies in the Technical or Cost proposals.*

- c. Two (2) completed original and copy versions, signed and sealed Appendix A. MBE, WBE, and/or Disability Business Enterprise Participation Plan. Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation. *Do not include any copies in the Technical or Cost proposals.*
- d. Technical Proposal - describing the qualifications and background of the applicant and experience with and for similar projects, and all information described earlier in this solicitation. The technical proposal is limited to six (6) pages (this excludes any appendices and as appropriate, resumes of key staff that will provide services covered by this request).
 - i. One (1) Electronic copy on a CD-R, marked “Technical Proposal - Original”.
 - ii. One (1) printed paper copy, marked “Technical Proposal - Original” and signed.
 - iii. Four (4) printed paper copies
- e. Cost Proposal - A separate, signed and sealed cost proposal reflecting the hourly rate, or other fee structure, proposed to complete all of the requirements of this project.
 - i. One (1) Electronic copy on a CD-R, marked “Cost Proposal - Original”.
 - ii. One (1) printed paper copy, marked “Cost Proposal -Original” and signed.
 - iii. Four (4) printed paper copies

2. Formatting of proposal response contents should consist of the following:

- a. Formatting of CD-Rs – Separate CD-Rs are required for the technical proposal and cost proposal. All CD-Rs submitted must be labeled with:
 - i. Vendor’s name
 - ii. RFP #
 - iii. RFP Title
 - iv. Proposal type (e.g., technical proposal or cost proposal)
 - v. If file sizes require more than one CD-R, multiple CD-Rs are acceptable. Each CD-R must include the above labeling and additional labeling of how many CD-Rs should be accounted for (e.g., 3 CD-Rs are submitted for a technical proposal and each CD-R should have additional label of ‘1 of 3’ on first CD-R, ‘2 of 3’ on second CD-R, ‘3 of 3’ on third CD-R).

Vendors are responsible for testing their CD-Rs before submission as the Division of Purchase’s inability to open or read a CD-R may be grounds for rejection of a Vendor’s proposal. All files should be readable and readily accessible on the CD-Rs submitted with no instructions to download files from any external resource(s). If a file is partial, corrupt or unreadable, the Division of Purchases may consider it “non-responsive”. USB Drives or any other electronic media shall not be accepted. Please note that CD-Rs submitted, shall not be returned.

3. Formatting of written documents and printed copies:
 - a. For clarity, the technical proposal shall be typed. These documents shall be single-spaced with 1” margins on white 8.5”x 11” paper using a font of 12-point Calibri or 12-point Times New Roman.
 - b. All pages on the technical proposal are to be sequentially numbered in the footer, starting with number 1 on the first page of the narrative (this does not include the cover page or table of contents) through to the end, including all forms and attachments. The Vendor’s name should appear on every page, including attachments. Each attachment should be referenced appropriately within the proposal section and the attachment title should reference the proposal section it is applicable to.
 - c. The cost proposal shall be typed using the formatting provided on the provided template **Appendix B – UHIP IV&V Cost Proposal Template**.
 - d. Printed copies are to be only bound with removable binder clips.

SECTION 8. PROPOSAL SUBMISSION

Interested vendors must submit proposals to provide the goods and/or services covered by this RFP on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases, shall not be accepted.

Proposals should be mailed or hand-delivered in a sealed envelope marked “**RFP 7598885 Independent Validation & Verification for the Rhode Island Unified Health Infrastructure Project (UHIP)**” to:

RI Dept. 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 shall not be accepted. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time shall be determined to be late and shall not be accepted. Proposals faxed, or emailed, to the Division of Purchases shall not be accepted. The official time clock is in the reception area of the Division of Purchases.

SECTION 9. CONCLUDING STATEMENTS

Notwithstanding the above, the Division of Purchases reserves the right to award on the basis of cost alone, to accept or reject any or all proposals, and to award in the State’s best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

If a Vendor is selected for an award, no work is to commence until a purchase order is issued by the Division of Purchases.

The State's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded for this RFP. The State's General Conditions of Purchases can be found at the following URL: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

APPENDIX A. PROPOSER ISBE RESPONSIBILITIES AND MBE, WBE, AND/OR DISABILITY BUSINESS ENTERPRISE PARTICIPATION FORM

H. Proposer's ISBE Responsibilities (from 150-RICR-90-10-1.7.E)

1. Proposal of ISBE Participation Rate. Unless otherwise indicated in the RFP, a Proposer must submit its proposed ISBE Participation Rate in a sealed envelope or via sealed electronic submission at the time it submits its proposed total contract price. The Proposer shall be responsible for completing and submitting all standard forms adopted pursuant to 105-RICR-90-10-1.9 and submitting all substantiating documentation as reasonably requested by either the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to the names and contact information of all proposed subcontractors and the dollar amounts that correspond with each proposed subcontract.
2. Failure to Submit ISBE Participation Rate. Any Proposer that fails to submit a proposed ISBE Participation Rate or any requested substantiating documentation in a timely manner shall receive zero (0) ISBE participation points.
3. Execution of Proposed ISBE Participation Rate. Proposers shall be evaluated and scored based on the amounts and rates submitted in their proposals. If awarded the contract, Proposers shall be required to achieve their proposed ISBE Participation Rates. During the life of the contract, the Proposer shall be responsible for submitting all substantiating documentation as reasonably requested by the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to copies of purchase orders, subcontracts, and cancelled checks.
4. Change Orders. If during the life of the contract, a change order is issued by the Division, the Proposer shall notify the ODEO of the change as soon as reasonably possible. Proposers are required to achieve their proposed ISBE Participation Rates on any change order amounts.
5. Notice of Change to Proposed ISBE Participation Rate. If during the life of the contract, the Proposer becomes aware that it will be unable to achieve its proposed ISBE Participation Rate, it must notify the Division and ODEO as soon as reasonably possible. The Division, in consultation with ODEO and Governor's Commission on Disabilities, and the Proposer may agree to a modified ISBE Participation Rate provided that the change in circumstances was beyond the control of the Proposer or the direct result of an unanticipated reduction in the overall total project cost.

I. MBE, WBE, AND/OR Disability Business Enterprise Participation Plan Form:

Attached is the MBE, WBE, and/or Disability Business Enterprise Participation Plan form. Bidders are required to complete, sign and submit with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF ADMINISTRATION
ONE CAPITOL HILL
PROVIDENCE, RHODE ISLAND 02908**

MBE, WBE, and/or DISABILITY BUSINESS ENTERPRISE PARTICIPATION PLAN

Bidder's Name:

Bidder's Address:

Point of Contact:

Telephone:

Email:

Solicitation No.:

Project Name:

This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE and/or Disability Business Enterprise subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity MBE Compliance Office and all Disability Business Enterprises must be certified by the Governor's Commission on Disabilities at time of bid, and that MBE/WBE and Disability Business Enterprise subcontractors must self-perform 100% of the work or subcontract to another RI certified MBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE certified as a manufacturer. This form must be completed in its entirety and submitted at time of bid. **Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.**

Name of Subcontractor/Supplier:

Type of RI Certification: MBE WBE Disability Business Enterprise

Address:

Point of Contact:

Telephone:

Email:

Detailed Description of Work To Be Performed by Subcontractor or Materials to be Supplied by Supplier:

Total Contract Value (\$):

Subcontract Value (\$):

ISBE Participation Rate (%):

Anticipated Date of Performance:

I certify under penalty of perjury that the forgoing statements are true and correct.

Prime Contractor/Vendor Signature

Title

Date

Subcontractor/Supplier Signature

Title

Date

Appendix B: UHIP IV & V Cost Proposal Template

Year 1	Role / Type	name	hourly	Month 1		Month 2		Month 3		Month 4		Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	TOTAL	TOTAL \$						
			rate	hours	\$	hours	\$	hours	\$	hours	\$										HOURS	TOTAL \$					
1	Role / Type	name	10	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	2016 \$	20,160.0		
3	Role / Type	name	10	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	2016 \$	20,160.0		
4	Role / Type	name	10	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	2016 \$	20,160.0		
5	Role / Type	name	10	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	2016 \$	20,160.0		
6	Role / Type	name	10	168	1680	168	1680	168	1680	168	1680	84	840	84	840	84	840	168	1680	168	1680	168	1680	1680	1764 \$	17,640.0	
7	Role / Type	name	10	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	2016 \$	20,160.0		
8			0	168	0	168	0	168	0	168	0	168	0	168	0	168	0	168	0	168	0	168	0	2016 \$	-		
9			0	168	0	168	0	168	0	168	0	168	0	168	0	168	0	168	0	168	0	168	0	2016 \$	-		
10			0	168	0	168	0	168	0	168	0	168	0	168	0	168	0	168	0	168	0	168	0	2016 \$	-		
TOTAL				1512	10080	1512	10080	1512	10080	1512	10080	1428	9240	1428	9240	1428	9240	1512	10080	1512	10080	1512	10080	1512	10080	17892 \$	118,440.0

Instruction

Fill in the Role /Type & name based on team size proposed

Fill in the hourly rate

State assumes maximum 168 hours per month per resource ; however if any resource is rolling off or need part-time basis please adjust the hours worked

Year 2	Role / Type	name	hourly	Month 1		Month 2		Month 3		Month 4		Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	TOTAL	TOTAL \$				
			rate	hours	\$	hours	\$	hours	\$	hours	\$										HOURS	TOTAL \$			
1	Role / Type	name	10	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	2016	\$ 20,160.0		
3	Role / Type	name	10	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	2016	\$ 20,160.0		
4	Role / Type	name	10	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	2016	\$ 20,160.0		
5	Role / Type	name	10	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	2016	\$ 20,160.0		
6	Role / Type	name	10	168	1680	168	1680	168	1680	168	1680	84	840	84	840	84	840	168	1680	168	1680	1680	168	\$ 17,640.0	
7	Role / Type	name	10	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	2016	\$ 20,160.0		
8			0	168	0	168	0	168	0	168	0	168	0	168	0	168	0	168	0	168	0	2016	\$ -		
9			0	168	0	168	0	168	0	168	0	168	0	168	0	168	0	168	0	168	0	2016	\$ -		
10			0	168	0	168	0	168	0	168	0	168	0	168	0	168	0	168	0	168	0	2016	\$ -		
TOTAL				1512	10080	1512	10080	1512	10080	1512	10080	1428	9240	1428	9240	1512	10080	1512	10080	1512	10080	1512	10080	17892	\$ 118,440.0

Instruction

Fill in the Role /Type & name based on team size proposed

Fill in the hourly rate

State assumes maximum 168 hours per month per resource ; however if any resource is rolling off or need part-time basis please adjust the hours worked

Year 3	Role / Type	name	Month 1		Month 2		Month 3		Month 4		Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	TOTAL	TOTAL \$					
			hours	\$	hours	\$	hours	\$	hours	\$	hours	hours	hours	hours	hours	hours	hours	hours	hours	HOURS	TOTAL \$				
1	Role / Type	name	10	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	1680	2016	\$ 20,160.0			
3	Role / Type	name	10	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	1680	2016	\$ 20,160.0			
4	Role / Type	name	10	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	1680	2016	\$ 20,160.0			
5	Role / Type	name	10	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	1680	2016	\$ 20,160.0			
6	Role / Type	name	10	168	1680	168	1680	168	1680	168	1680	84	840	84	840	84	840	168	1680	1680	1764	\$ 17,640.0			
7	Role / Type	name	10	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	168	1680	1680	2016	\$ 20,160.0			
8			0	168	0	168	0	168	0	168	0	168	0	168	0	168	0	168	0	168	0	2016	\$ -		
9			0	168	0	168	0	168	0	168	0	168	0	168	0	168	0	168	0	168	0	2016	\$ -		
10			0	168	0	168	0	168	0	168	0	168	0	168	0	168	0	168	0	168	0	2016	\$ -		
TOTAL				1512	10080	1512	10080	1512	10080	1512	10080	1428	9240	1428	9240	1428	9240	1512	10080	1512	10080	1512	10080	17892	\$ 118,440.0

Instruction

Fill in the Role /Type & name based on team size proposed

Fill in the hourly rate

State assumes maximum 168 hours per month per resource ; however if any resource is rolling off or need part-time basis please adjust the hours worked

RHODE ISLAND MEDICAID INFORMATION TECHNOLOGY ARCHITECTURE (MITA) 3.0 STATE SELF-ASSESSMENT(SS-A)

SUPPLEMENTAL REVIEW OF RI BRIDGES IMPACT ON MITA MATURITY LEVELS

2018

DOCUMENT PURPOSE & UHIP/RI BRIDGES-RELATED INFORMATION.

The approach to developing this document involved researching the data collected during the MITA 3.0 SS-A, to identify items specifically related to UHIP/RI Bridges.

Specifically, a review was conducted of data collected during the SS-A workshops and a list was created of the key observations related to RI Bridges, as well as the related recommendations to advance the MITA Maturity levels in the RI Medicaid Enterprise's Business, Information, and Technical Architectures.

The workshop title, key findings, recommendations, and the To-Be MITA Maturity Levels for each workshop where UHIP or RI Bridges was discussed are provided in this document in Table 1 and Table 2. These tables provide a view of which business and technical aspects of the day-to-day operations of the Rhode Island Medicaid Enterprise are impacted by the RI Bridges system, the Eligibility System of Record.

The To-Be MITA maturity levels for the MITA 3.0 SS-A are based on a projected five-year outlook, and take into consideration the assumption that increased maturity levels will be achieved during that time.

RI Bridges performs all eligibility determinations for Medicaid recipients, and as the system of record for eligibility it feeds into the following MITA business areas:

- Care Management
- Eligibility and Enrollment Management
- Financial Management
- Member Management
- Operations Management

In addition to the above business areas in the MITA Business Architecture, RI Bridges also has an impact on the Information Architecture and Technical Architecture, particularly with regard to data management across multiple systems.

1. Business Architecture Recommendations Related to RI Bridges

The following table represents the Business Process Review workshops where RI Bridges factored into the MITA maturity levels for the business process, the recommendations related to RI Bridges that came from those workshops, and the issues those recommendations are intended to address.

Note: This table contains aspirational five-year goals for Bridges.

MITA Business Process Workshop Name	Recommendations related to RI Bridges	Related Key Finding	To-Be Level within RI Bridges
Care Management Business Area	➤ Address issues of eligibility determination for LTSS impacting nursing facilities payments and impact to Care Management	➤ Automating the management of case information, and participation in the state HIE would help advance the MITA maturity levels of the processes in the Care Management business area	2
Establish Case	➤ Develop an automated weekly system report to identify member cases that are not picked up by a provider	➤ Currently there is no Master Patient Index, which limits reporting capability	2
RI Bridges Enhancement	➤ Increase the use of the Community Support Management (CSM) tool	➤ The CSM tool is not connected to the state CurrentCare health information exchange	2
Manage Population Health Outreach	➤ Automate Katie Beckett, ICI, and Sherlock Group letters via RI Bridges	<p>Below are the different methods of communication that are utilized by the SMA in the Manage Population Health Outreach process:</p> <ul style="list-style-type: none"> ➤ Katie Beckett program: (In Bridges) <ul style="list-style-type: none"> ✓ When children age out of Katie Beckett or turn 18, the Katie Beckett program office manually sends a letter and calls the parent ✓ In the To-Be environment, the age-related status change notice will be automatically generated and sent by RI Bridges ✓ Sherlock Group There is no Sherlock Group subsystem in MMIS to facilitate reports on this group 	2

MITA Business Process Workshop Name	Recommendations related to RI Bridges	Related Key Finding	To-Be Level within RI Bridges
Perform Screening and Assessment	<ul style="list-style-type: none"> ➤ Implement electronic tools to eliminate the need for physicians to complete required forms manually ➤ Implement standard tools to complete screenings and basements 	<ul style="list-style-type: none"> ➤ Medicaid agencies do not have standard screening tools, which results in variation of assessments ➤ Complete medical history that is provided in a point-in-time document is not always available ➤ RI Bridges is unable to effectively process new eligibility applications ➤ Physicians must complete forms manually, then scan into RI Bridges ➤ The Perform Screening and Assessment process is primarily manual 	2
Manage Treatment Plan and Outcomes	<ul style="list-style-type: none"> ➤ Correct RI Bridges to allow accurate and timely information flow of data from RI Bridges to MMIS related to treatment plans and outcomes 	<ul style="list-style-type: none"> ➤ The SMA is experiencing difficulty entering the relevant data into MMIS because RI Bridges is not systematically feeding the data to MMIS 	2
Manage Treatment Plan and Outcomes	<ul style="list-style-type: none"> ➤ Incorporate CSM data into RI Bridges 	<ul style="list-style-type: none"> ➤ The SMA is experiencing difficulty entering the relevant data into MMIS because RI Bridges is not systematically feeding the data to MMIS 	2
Determine Member Eligibility	<ul style="list-style-type: none"> ➤ Resolve identified defects in the Unified Health Infrastructure Project (UHIP) Project Roadmap 	<ul style="list-style-type: none"> ➤ Non-MAGI applications have numerous issues in RI Bridges, impacting timeliness, accuracy, cost effectiveness, and stakeholder satisfaction 	2
Determine Member Eligibility	<ul style="list-style-type: none"> ➤ Develop requirements for RI Bridges to make use of MMIS daily feed for TPL data 	<ul style="list-style-type: none"> ➤ Verified Third Party Liability (TPL) insurance is sent daily from MMIS to RI Bridges, however, this data is not utilized by RI Bridges 	2
Determine Member Eligibility	<ul style="list-style-type: none"> ➤ Resolve issues with incarceration data to verify status prior to eligibility determination 	<ul style="list-style-type: none"> ➤ SMEs noted that there are issues with incarceration data in RI Bridges, which resulted from the verification check being turned off in the system 	2

MITA Business Process Workshop Name	Recommendations related to RI Bridges	Related Key Finding	To-Be Level within RI Bridges
Enroll Member	<ul style="list-style-type: none"> ➤ Resolve RI Bridges data accuracy issues as outlined in the UHIP Project Roadmap 	<ul style="list-style-type: none"> ➤ Members eligible for RItE Care are enrolled after the receipt of eligibility determination from RI Bridges ➤ Enrollment information flows back to RI Bridges from MMIS via the Dashboard File. There are issues with loading the information, which restricts the data from being available in the eligibility system, causing issues with the Recon Unit when producing reports to compare MMIS enrollment to RI Bridges eligibility ➤ Dashboard file data is also needed to produce missing Recon unit reports ➤ Accuracy of information in the process is based on the data received from RI Bridges 	2
Disenroll Member	<ul style="list-style-type: none"> ➤ Resolve RI Bridges issues with receipt of the MMIS Dashboard File to view current enrollment information in RI Bridges 	<ul style="list-style-type: none"> ➤ Enrollment information flows back to RI Bridges from MMIS via the Dashboard File. There are issues with loading the information, which restricts the data from being available in the eligibility system and causes issues with the Recon Unit when producing reports to compare MMIS enrollment to RI Bridges eligibility 	2
Manage Estate Recovery	<ul style="list-style-type: none"> ➤ Ensure the RI Bridges automatically provides all relevant death data to MMIS for access by the Estate Recovery Unit 	<ul style="list-style-type: none"> ➤ The Manage Estate Recovery process is primarily manual ➤ Information on date of death is received manually from nursing facilities ➤ RI Bridges does not provide the Date of Death reports that were previously available from InRhodes, significantly reducing the number of identified cases for recovery 	2
Prepare Member Premium Invoice	<ul style="list-style-type: none"> ➤ Request automated reports for RItE Share and Sherlock information to be available from RI Bridges for MMIS to generate invoices 	<ul style="list-style-type: none"> ➤ Two programs, RItE Share and Sherlock, utilize this process. RItE Share and Sherlock both are not fully automated and require manual efforts to obtain data from RI Bridges for MMIS 	2

MITA Business Process Workshop Name	Recommendations related to RI Bridges	Related Key Finding	To-Be Level within RI Bridges
Manage Member Financial Participation	<ul style="list-style-type: none"> ➤ Resolve RI Bridges issues that are documented in change requests to improve accuracy and timeliness of this process (fix is in process) 	<ul style="list-style-type: none"> ➤ Issues with RI Bridges has affected timeliness, data accuracy, and efficiency of this process; increased automation via RI Bridges improves the process ➤ Manual workarounds require data to be pulled from multiple systems 	3
Manage Member Financial Participation	<ul style="list-style-type: none"> ➤ Resolve issues with Medicare data not received or not flowing from RI Bridges to MMIS 	<ul style="list-style-type: none"> ➤ Federal Medicare information is sent to HealthSource, yet is not flowing through RI Bridges to MMIS 	3
Manage Member Financial Participation	<ul style="list-style-type: none"> ➤ Correct interfaces to allow Medicare Buy-in and RIte Share data to come through from State and federal agencies 	<ul style="list-style-type: none"> ➤ Manual workarounds require data to be pulled from multiple systems ➤ Federal Medicare information is sent to HealthSource, yet is not flowing through RI Bridges to MMIS 	3
Manage Member Information	<ul style="list-style-type: none"> ➤ Allow HealthSource portal to access case note information from RI Bridges 	<ul style="list-style-type: none"> ➤ Some cases close incorrectly due to inability of EOHHS staff to see caseworker notes in RI Bridges (entered by caseworkers in the HealthSource portal); this view has been inaccessible to EOHHS staff since 2014 	2
Manage Member Information	<ul style="list-style-type: none"> ➤ Update interface between MMIS and RI Bridges to exchange SSI member information and changes 	<ul style="list-style-type: none"> ➤ When children age out of SSI, workers now must enter that information directly into MMIS, as it no longer automatically updates with a feed from RI Bridges (as it did in InRhodes) 	2
Manage Applicant and Member Communication	<ul style="list-style-type: none"> ➤ Resolve accuracy and timeliness issues regarding member notices in RI Bridges 	<ul style="list-style-type: none"> ➤ Manual reviews must be performed currently <ul style="list-style-type: none"> ✓ Notice must be reviewed for quality control to ensure it is the correct notice for the purpose 	2
Manage Data	<ul style="list-style-type: none"> ➤ Continue with current efforts to implement an integrated and automated data process that will allow for increased accessibility and efficiency ➤ Corrections and improvements with RI Bridges will improve all aspects of this process 	<ul style="list-style-type: none"> ➤ RI Bridges data requires manual intervention for several groups and there is lack of confidence in the data due to issues with RI Bridges and the MCOs 	2

2. Information and Technical Architectures Recommendations Related to RI Bridges

The following table represents the Information and Technical Review workshops where RI Bridges limitations factored into the MITA maturity levels for IA or TA components, the recommendations related to RI Bridges that came from those workshops, and the issues those recommendations are intended to address.

Table 1: RI Bridges Recommendations to Improve Information/Technical Architectures MITA Maturity Levels

Architecture/ Component	MITA Business Process Workshop Name	Recommendations related to RI Bridges	Related Key Finding	To-Be within RIBridges
Information Architecture/ Data Governance	Workshop 2a MMIS and Bridges Reporting Workshop 12 Financial Management Systems Workshop 3a Eligibility Management and Reconciliation	➤ The primary way in which the MITA Information Architecture related to Eligibility and Enrollment can advance is through improvements in enterprise Data Governance that would help in the difficulty SMEs observed in successfully pulling financial, claims, and eligibility data from RI Bridges. In addition to enforcing enterprise data models to facilitate queries by multiple users against eligibility data, effective data governance decreases data duplication, and increases data quality.	<ul style="list-style-type: none"> ➤ Establish a governance leadership committee. ➤ Data system development should be based on specific policy objectives posed by Policy Leadership based on the pressing business needs of EOHHS and its four agencies. ➤ Assign Data Stewards and data owners ➤ EOHHS should establish data source owners who have responsibilities to structure data in a standardized way, provide documentation for state users, and to oversee the maintenance and operational details to keep the data in good working order. ➤ Data Stewards of transactional and analytical systems should be given the responsibility for documenting data rules and definitions to enable data extraction, transformation, loading, and storage accurately and efficiently, including data from existing and new sources, both internal and external to the Medicaid enterprise. ➤ Integrate data sources. Eligibility, for example, should now include QHP and 	3

			other enterprise wide data sources (not specified), and incorporate death records. It is unknown how well Bridges is now getting and storing death data	
Information Architecture/Data Sharing Architectures	Workshop 6 RICHIST Workshop 9 SAMS Workshop 10 BHDDDH	➤ In addition, it was a widespread observation among several areas of Information Architecture that they would benefit from a functioning direct interface with RI Bridges.	<ul style="list-style-type: none"> ➤ Eliminate redundancy of data streams, in order to assemble data collection into a single hub, and determine a single source of truth ➤ Promote wider sharing of intrastate, interstate, and national data. This will require devotion of sufficient time and skill sets. Intrastate data exchanges are the first priority for Rhode Island, since data silos are still quite common, but the data governance management should work to enable interstate and national exchanges of data. 	3
Technical Architecture/Forms and Reporting	Workshop 9 SAMS	➤ In the Forms and Reporting TSC, SMEs noted the need for real-time responses to the SAMS application from MMIS.	➤ The real-time response is under development but is currently on hold because of problems with the RI Bridges application (see deliverable F for details)	2
Technical Architecture/Data Connectivity	Workshop 12 Financial Management Systems	➤ An improvement could be accomplished in Data Connectivity , SMEs suggested, if an approach to combining the MMIS and RI Bridges ESBs were determined.	<ul style="list-style-type: none"> ➤ SMEs recommended the adoption of governance policies enforcing national, industry data standards and canonical data models to provide a bridge between different data formats. ➤ SMEs also pointed out that the Agency could improve its compliance with the CMS Leverage Condition if an approach to combining the MMIS and RI Bridges ESBs were determined. ➤ Three systems that are currently under planning or development by BHDDH, will contribute to the enterprise's overall <i>Data Connectivity</i>: ➤ Behavioral Health data collection application 	4

			<ul style="list-style-type: none"> ➤ Developmental Disabilities SaaS implementation ➤ Slater Hospital Information System 	
Technical Architecture/ Data Access and Management	Workshop 6 RICHIST	<ul style="list-style-type: none"> ➤ SMEs noted that Enterprise Data Access and Management is limited due to inaccessibility of data on children. 	<ul style="list-style-type: none"> ➤ The child support InRhodes functionality was used to create KidsBridge which is in effect a new mainframe application. So it is really a downsized InRhodes application only for Child Support. ➤ . A version of frozen InRhodes (as of 9-2016) is still used by Bridges users to have access to a more expansive set of historical data. In addition, SMEs recommended that RI Bridges be updated to enable unspecified web service functionality that was previously available in InRhodes. 	2
Technical Architecture/ Utility	Workshop 13 EDM	<ul style="list-style-type: none"> ➤ SMEs discussed the Electronic Document Management process as having Utility issues related to scanning images and logging them through RI Bridges, as well as the use of a separate database to track images. Currently, users must enter multiple cases for an individual since docs are tied to the case, rather than the individual. Users need to click on a document to know what is in it. The Agency needs to determine whether this is a design flaw in Bridges, or a missing component. 	<ul style="list-style-type: none"> ➤ An ideal solution would be tracking software that can interface with EDM and RI Bridges to access the electronic documents that are needed for the case. Currently, users must enter multiple cases for an individual since docs are tied to the case, rather than the individual. Users need to click on a document to know what is in it. ➤ The Agency needs to determine whether this is a design flaw in Bridges, or a missing component. ➤ The Hotline group in DHS uses ImageNow software within the image tracking process. There are issues with that software or process. The Agency needs to determine whether the issue is configuration, training, or limitations of the software. 	2

Appendix D: State of Rhode Island Master Services Agreement

Agreement Number:

AGREEMENT

Between the

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES**

DEPARTMENT OF HUMAN SERVICES

DEPARTMENT OF ADMINISTRATION,

HEALTHSOURCE RI,

and

[insert name of Contractor]

Name of Contractor: **Name of Contractor**

Title of Agreement: **ABC Agreement**

Basis for Contract: **(Ex RFP or LOI #)**

Contract Award: **\$000,000**

Performance Period: **June 1, 2019 to May 31, 2020 (EXAMPLE)**

A G R E E M E N T

This agreement, hereinafter "Agreement", including attached ADDENDA, is hereby entered into this (DATE PRESENTED) _____ day of _____ 201#, by and through the **Executive Office of Health and Human Services, the Department of Human Services, the Department of Administration, and Healthsource RI** (hereinafter referred to as the "State" or the "Executive Office") and _____ (hereinafter referred to as "the Contractor").

WHEREAS, the State desires to engage the Contractor to offer services and activities further described, but not limited to the work described in this Agreement, including any Exhibit(s) or Addenda, that are attached hereto and are hereby incorporated by reference into this Agreement.

WHEREAS the Contractor is willing and qualified to provide services, the parties hereto do mutually agree as follows:

PAR. 1. GOVERNING LAW AND GENERAL TERMS AND CONDITIONS

The State's Purchasing Law (Chapter 37-2 of the Rhode Island General Laws) and Rhode Island Department of Administration, Division of Purchases, Purchasing Rules, Regulations, and General Conditions of Purchasing apply as the governing terms and conditions of this Agreement, which can be obtained at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx> In addition, the provisions of Federal Laws, Regulations and Procedures governing the implementation of federal funds apply to this Agreement. See also **PAR. 35. - GOVERNING LAW** for further governing law issues. All **ADDENDA** referenced herein and attached hereto are made a part of and are inclusive in this Agreement.

Order of Precedence

In the event of any inconsistency or conflict between the various contract documents (this Agreement, its Addenda (including Scope of Work), the Request for Proposals (RFP), and the Proposal), the following order of precedence shall prevail:

In the event of a conflict between:

- (1) This Agreement and Addenda or other attachment to this Agreement, the terms of this Agreement shall prevail;
- (2) This Agreement and a Scope of Work, the terms of this Agreement shall prevail;
- (3) A Scope of Work and a Purchase Order, the terms of a Purchase Order shall prevail;
- (4) This Agreement and the Proposal, the terms of this Agreement shall prevail;
- (5) This Agreement and the RFP, the terms of this Agreement shall prevail; and

(4) Any other documents and this Agreement, even when such other documents are expressed to apply to the provision of Services, this Agreement shall prevail.

PAR. 2. PERFORMANCE

The Contractor shall perform all obligations, duties and the required scope of work for the period of time listed in this Agreement, Exhibit(s) and/or Addenda that are attached hereto and are incorporated by reference herein, in a satisfactory manner to be determined at the sole and absolute discretion of the State, and in accordance with requirements of this Agreement. The Contractor shall perform in accordance with applicable State statutory and policy requirements as well as Federal statutory and policy requirements (as defined in 45 CFR § 75.100 *et. seq.*). More specifically, the **ADDENDUM I - SCOPE OF WORK** shall include performance measurement(s) 45 CFR § 75.301, monitoring and reporting program performance 45 CFR § 75.342, and performance must be in accordance with requirements for pass-through entities 45 CFR § 75.333. The State shall have the right at any time, to review the work being performed as well as the place where such work is performed; and to that end, the State shall be given reasonable access to all activities related to this Agreement.

In accordance with 45 CFR § 200.352(d) the State will:

Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

- (1) Reviewing financial and performance reports required by the pass-through entity.
- (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as 45 CFR § 75.521 Management decision.

The State may request at any time additional monitoring, reporting, site visits, and audits in accordance with 45 CFR § 75.501, 45 CFR 155.1210 or if applicable “Yellow Book” audits (see Paragraph 24). All reports pertaining to 45 CFR § 200.517, shall be maintained by the Contractor. The Contractor must retain any documents pertaining to changes requested from the State or the Federal Government in accordance with 45 CFR § 75.361.

PAR. 3. TIME OF PERFORMANCE

The Contractor shall commence performance of this Agreement on the ____ day of _____ 20## and shall complete performance no later than the

_____ day of _____ 20## (hereinafter the “Initial Term”), unless terminated prior to that day by other provisions of this Agreement. *If this Agreement was awarded as a result of an RFP or bid process, then, by mutual agreement, this Agreement may be extended as stated in the RFP or bid process (hereinafter “Renewal Term(s)”)* beyond the Initial Term upon one hundred twenty (120) days prior written notice of the expiration of the Initial Term or any Renewal Term to the Contractor.

In the event the State or the Contractor gives notice of its intent not to renew this Agreement, the State shall have the right to extend all or any services to be performed under this Agreement for an additional period of one hundred and eighty (180) days, or such longer period as mutually agreed by the parties in writing.

PAR. 4. CONTRACT MANAGER – STATE

The State shall appoint a Contract Manager to manage this Agreement. The Contractor agrees to maintain close and continuing communication with the Contract Manager throughout the performance of work and services undertaken under the terms of this Agreement. The Contract Manager is responsible for authorizing or seeking authorization of all payments made by the State to the Contractor under this Agreement.

PAR. 5. PROJECT OFFICER – CONTRACTOR

The Contractor shall appoint a Project Officer to be responsible for coordinating and reporting work performed by the Contractor under this Agreement. The Project Officer shall notify the State in writing immediately, and seek approval from the State, should a change to this Agreement be necessary in the opinion of the Project Officer. Under no circumstances will a change be undertaken without the prior written approval of the State.

PAR. 6. BUDGET

Total payment for services to be provided under this Agreement shall not exceed the total budget as detailed in **ADDENDUM II**. Expenditures exceeding budget line-item categories by ten percent (10%) shall not be authorized unless prior written approval is first obtained pursuant to **PAR. 10. - MODIFICATION OF AGREEMENT**, subject to the maximum amount of this Agreement as stated above.

PAR. 7. METHOD OF PAYMENT AND REPORTS

The State will make payments to the Contractor in accordance with provisions of **ADDENDUM III - PAYMENTS AND REPORTS SCHEDULE** attached hereto and incorporated by reference herein. The State acknowledges and agrees that any increase in expenses due to delays by the State which extends the time of performance shall be subject to reimbursement of the costs associated with such

delays. The Contractor will complete and forward narrative, fiscal, and all other reports per **ADDENDUM III - PAYMENTS AND REPORTS SCHEDULE**. The State has the right to offset any amount owed by Contractor to the State or the State under this Agreement or any other agreement against any amount owed by the State to the Contractor under this Agreement and may apply or set off any deposits, other sums, securities and other property held by the State or the State against amount due from Contractor under this Agreement. The State is not obligated to make any payment under this Agreement if Contractor materially breaches this Agreement.

PAR. 8. TERMINATION AND/OR DEFAULT OF AGREEMENT

This Agreement may be terminated by the State as follows, at the State's sole discretion, for any reason listed herein:

a) Default by Contractor

The State may, by not less than thirty (30) days prior written notice to the Contractor, terminate the Contractor's right to proceed as to the Agreement if the Contractor:

1. Materially fails to perform the services within the time specified or any extension thereof; or
2. So fails to make progress as to materially endanger performance of the Agreement in accordance with its terms; or
3. Materially breaches any provision of this Agreement.

Termination, at the option of the State shall be effective unless the Contractor shall have corrected such failure(s) thirty (30) days after the receipt by the Contractor of such written notice.

b) Termination for Convenience of the State

The State may, in its sole discretion, terminate this Agreement at any time for its convenience, i.e., for any reason or no reason, in whole or in part, by giving written notice to the Contractor of such termination and specifying the effective date thereof, not less than thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of the State, become its property. If the Agreement is terminated by the State as provided herein, the Contractor will be paid an amount which bears the same rate to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payment of compensation previously made.

c) Termination for Occurrence of Contingency

The State may, in its sole discretion, at any time terminate this Agreement in whole or in part, in the event that funding is delayed, reduced or eliminated in the current or any future fiscal, by notice of such termination

specifying the extent of termination and the effective date thereof (“Notice of Termination”).

d) Termination for Conflict of Interest

The State may terminate this Agreement, in whole or in part at the State’s sole discretion, 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.

e) 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 33, 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.

This Agreement may not be terminated by the Contractor prior to the expiration of the Term. Due to the impact any termination of this Agreement, in whole or in part, would have on the State’s business, the State’s failure to perform its responsibilities set forth in this Agreement shall not be deemed to be grounds for termination by Contractor. **CONTRACTOR ACKNOWLEDGES THAT THE STATE WOULD NOT BE WILLING TO ENTER INTO THIS AGREEMENT WITHOUT ASSURANCE THAT IT MAY NOT BE TERMINATED BY CONTRACTOR AND THAT CONTRACTOR MAY NOT SUSPEND PERFORMANCE.** The State’s failure to perform any of its responsibilities set forth in this Agreement shall not be deemed to be grounds for termination by Contractor; however, Contractor’s nonperformance of its obligations under this Agreement shall be excused if and to the extent (i) such Contractor nonperformance results from the State’s failure to perform its responsibilities, and (ii) Contractor provides the State with reasonable notice of such nonperformance and uses commercially reasonable efforts to perform notwithstanding the State’s failure to perform.

PAR. 9. RESPONSIBILITIES UPON TERMINATION AND/OR DEFAULT OF AGREEMENT

Termination of this Agreement in part (including termination of less than the entire

SCOPE OF WORK in ADDENDUM I) shall not affect the rights of the State and the obligations of Contractor with respect to those portions of this Agreement not terminated. Upon delivery to the Contractor of a notice of termination, specifying the nature of the termination, the extent to which performance of work under this Agreement is terminated and except as otherwise directed by the State, and the date upon which such termination becomes effective, the Contractor shall:

1. Stop work under this Agreement on the date and to the extent specified in the notice of termination.
2. Take such action as may be necessary, or as the State's Contract Manager may reasonably direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the State has or may acquire an interest.
3. Terminate all orders to the extent that they relate to the performance of work terminated by the notice of termination.
4. Subject to the provisions of this paragraph, assign to the State in the manner and to the extent directed by the State's Contract Manager all of the rights, title, and interest of the Contractor under the orders so terminated, in which case the State shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders, however, notwithstanding this provision, the Contractor will not be obligated to assign any such rights, title or interest in the absence of payment therefore by the State.
5. With the approval or ratification of the State's Contract Manager, initiate settlement of all outstanding liabilities and all claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this contract. Prior to a final settlement of said outstanding liabilities and claims arising out of such termination, final written approval of the State's Contract Manager must be obtained.
6. Subject to the provisions of this Paragraph, transfer title, or if the Contractor does not have title, then transfer their rights to the State (to the extent that title has not already been transferred) and deliver in the manner, at reasonable times, and to the extent reasonably directed by the State's Contract Manager all files, processing systems, data manuals, or other documentation, in any form, that relate to all the work completed or in progress prior to the notice of termination.
7. Complete the performance of such part of the work as shall not have been terminated by the notice of termination. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.
8. Unless terminated by the State for default of the Contractor, the Contractor shall be entitled to reasonable account shut down expenses associated with such termination including the penalties associated with early termination of lease, software, hardware, and any other unamortized or incremental expenses accrued but not charged, excluding anticipated profits which shall not be reimbursed. The Contractor shall submit all identified shut down expenses associated with

such termination incurred before and prior to the termination date. Any damages to the State shall offset any shutdown expenses to the State.

9. The Contractor acknowledges and agrees the services and/or deliverables provided under this Agreement are very important to the State and that upon expiration or termination of the Agreement, must be continued without interruption whether by the State, the State, governmental agency or another private entity (“successor entity”). Prior to the end of the Termination and up to sixty (60) days thereafter, the Contractor agrees to make an orderly transition of contract and/or deliverables hereunder and to perform any and all tasks in good faith that are necessary to preserve the integrity of the work performed by the Contractor on behalf of the State. Upon termination or expiration of the Agreement, the Contractor, shall, if requested by the State at least thirty (30) days prior to such termination or expiration, provide reasonable training for the successor entity and/or continued performance of services. For providing such training or continued performance after the Term of the Agreement, the State shall pay the Contractor at mutually agreed rates for personnel used in providing such training and/or services unless services delivered are already defined herein and rates established then such rates shall apply for such period. Should any missing data, materials, documents, etc., be discovered after expiration or termination, a grace period of one hundred and twenty (120) days shall be in effect during which the data, materials, documents, etc., is to be provided at a predetermined cost or at no additional cost if the Contractor caused the loss. Lost data shall be provided to the State in form acceptable to the State.
10. On expiration or termination of the Agreement and after any termination assistance period, Contractor shall license the State for a term of twenty four (24) months the right to use royalty-free any and all Contractor intellectual property necessary for the State to continue to operate the services without interruption or loss of quality whether or not Contractor generally makes such intellectual property commercially available, such license to include rights of use for any third party appointed by the State to deliver the services; except that neither the State nor any third party shall be licensed to use Contractor’s intellectual property for commercial purposes other than in the delivery of service to the State service recipients.

If a stop work order issued under this clause is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Agreement price, or both, and the Agreement shall be modified, in writing, accordingly, if:

- a) The stop work order results in an increase in the time required for, or in the Contractor’s cost properly allocable to the performance of any part of this Agreement; and
- b) The Contractor asserts its right to an equitable adjustment within ninety (90) 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.

The State shall not be liable to the Contractor for loss of profits because of a stop work order issued under this clause, however, unless termination is for a default by the Contractor, the Contractor shall have the right to recover costs associated with maintaining the personnel, leases and equipment during the period of time the stop work order was in effect that cannot otherwise be reasonably utilized by the Contractor during the stop work period.

If the Agreement is terminated for default, the State may withhold payment of any amount in excess of fair compensation for the work actually completed by the Contractor and accepted by the State prior to termination of this Agreement and the State will be entitled to pursue all of its other available legal remedies against the Contractor. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Agreement by the Contractor.

The Contractor's liability to the State for any damages arising out of or related to this Agreement, regardless of the form of action that imposes liability, whether in contract, equity, negligence, intended conduct, tort or otherwise, and including any direct damages incurred by the State due to the intentional tortious actions of the Contractor in the performance or nonperformance of its obligations under this Agreement is not limited to the total fees paid by the State to the Contractor under this Agreement. Further, there shall be no limitation of the Contractor's liability for disclosure of confidential information or intellectual property infringement. Neither party shall be liable for any amounts for loss of income, profit or savings or incidental, consequential, indirect, exemplary, severance pay, punitive, or special damages of any party, including third parties arising out of or related to this Agreement; provided, however, that the foregoing shall not be deemed to limit in any way the provisions of **ADDENDUM XIII - LIQUIDATED DAMAGES** of this Agreement.

The imposition of liquidated damages shall not limit the State's rights to pursue any other non-monetary remedies available to it.

The State's exercise of this provision allowing the Contractor time to cure a failure or breach of this Agreement does not constitute a waiver of the State's right to terminate this Agreement, without providing a cure period, for any other failure or breach of this Agreement.

In the event the Contractor has failed to perform any substantial obligation under this Agreement, or has otherwise committed a breach of this Agreement, the State may withhold all monies due and payable to the Contractor directly related to the breach, without penalty, until such failure is cured or otherwise adjudicated.

Assurances before Breach

- a) If documentation or any other deliverables due under this Agreement are not

in accordance with the contract requirements as reasonably determined by the Contract Manager, upon the State's request, the Contractor, to the extent commercially reasonable, will deliver additional the Contractor resources to the project in order to complete the deliverable as required by the Agreement as reasonably determined by the State and to demonstrate that other project schedules will not be affected. Upon written notice by the State's Contract Manager of the State's concerns regarding the quality or timeliness of an upcoming deliverable, the Contractor shall, within five (5) business days of receipt of said notice, submit a corrective action plan documenting the Contractor's approach to completing the deliverable to the satisfaction of the State's Contract Manager without affecting other project schedules. The State's Contract Manager, within five (5) business days of receipt of the corrective action plan, shall approve the plan, reject the plan, or return the plan to the Contractor with specific instructions as to how the plan can be modified to merit approval and a specific time period in which the revised plan must be resubmitted.

Nothing in the language contained in "limitation of liability" article, "Contractor's liability for injury to person's or damage to property" article and "indemnification" article shall be construed to waive or limit the State or federal sovereign immunity or any other immunity from suit provided by law including, but not limited to Rhode Island General Laws, Title 9 Chapter 31, "Governmental Tort Liability."

State's Options at Termination

In the event the State terminates this Agreement pursuant to this Paragraph, the State may at its option:

- a) Retain all or a portion of such hardware, equipment, software, and documentation as has been provided, obtaining clear title or rights to the same, and procure upon such terms and in such manner as the State's Contract Manager may deem appropriate, hardware, equipment, software, documentation, or services as are necessary to complete the project; or
- b) Notwithstanding the above, except as otherwise agreed, nothing herein shall limit the right of the State to pursue any other legal remedies against the Contractor.

In order to take into account any changes in funding levels because of executive or legislative actions or because of any fiscal limitations not presently anticipated, the State may reduce or eliminate the amount of the contract as a whole with the scope of services being reduced accordingly, or subject to agreement by the parties concerning the scope and pricing, reduce or eliminate any line item(s).

Notwithstanding the terms, conditions and/or requirements set out in Paragraphs 7 and 8, the Contractor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of the Agreement by the Contractor,

and the State may withhold payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the State from the Contractor is determined.

Termination/Expiration Assistance

At the State's request, commencing six (6) months prior to expiration of this Agreement, or on such earlier date as the State may request, or commencing upon any notice of termination (in whole or in part) or of non-renewal of this Agreement, and continuing for a period of at least six (6) months after such termination or expiration, as applicable (the "Termination/Expiration Assistance Period"), Contractor will provide to the State, or at the State's request to the State's designee, at prevailing Hourly Services rates, the reasonable termination/expiration assistance requested by the State to allow the terminated or expired Services to continue without interruption or adverse effect and to facilitate the orderly transfer of such Services to the State or its designee ("Termination/Expiration Assistance"). Contractor shall not increase the charges for such Services during any Termination/Expiration Assistance Period and shall reduce such charges to the extent Services are reduced during such Termination/Expiration Assistance Period. The quality and level of the Services shall not be degraded during the Termination/Expiration Assistance Period. After the expiration of the Termination/Expiration Assistance Period, Contractor shall answer questions from the State regarding the Services on an "as needed" basis at Contractor's then standard commercial billing rates.

Termination/Expiration Assistance will include the following:

- a) Within thirty (30) days after the commencement of Termination/Expiration Assistance, Contractor will provide a complete plan for turnover that enables a smooth transition of the Services to the State or a successor to Contractor (such plan, the "Turnover Plan"). The Turnover Plan will be provided to the State in both hardcopy and in an electronic format capable of being utilized by the State. Upon the State's written approval of the Turnover Plan, Contractor will provide Termination/Expiration Assistance in accordance with such Turnover Plan. Provision of Termination/Expiration Assistance will not be complete until the State Project Manager agrees that all tasks and deliverables set forth in the Turnover Plan have been completed.
- b) Contractor will attend periodic review meetings called by the State, during which the parties at a minimum will review Contractor's performance of Termination/Expiration Assistance, including the completion of tasks and deliverables set forth in the Turnover Plan.
- c) Contractor will provide sufficient personnel with current knowledge of the Services to work with the appropriate staff of the State and, if applicable, the successor Contractor to perform the turnover tasks defined in the

Turnover Plan. Contractor will cooperate with the State and any successor to Contractor in transitioning the functions performed by Contractor under this Agreement.

- d) Contractor will promptly cooperate and provide any information that is necessary to effectuate a smooth transfer of the Services performed and Deliverables delivered by Contractor under this Agreement to the State or a successor to Contractor, including as necessary for the State to prepare a request for proposal.
- e) Contractor shall identify and assist the State in procuring suitable functionally equivalent replacements for any shared hardware or software then used by Contractor in providing the Services and shall provide a listing and detailed written description of all support and development tools and methodologies used in performing the Services.
- f) Contractor will obtain any necessary rights and thereafter make available to the State or its designee, pursuant to reasonable terms and conditions, any third-party services then being utilized by Contractor in the performance of the Services including services being provided through subcontractors.

PAR. 10. MODIFICATION OF AGREEMENT

The State may permit changes in the scope of services, time of performance, or approved budget of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by the State and the Contractor, must be in writing and shall be made a part of this Agreement by numerically consecutive amendment excluding "Special Projects", if applicable, and are incorporated by reference into this Agreement. No changes are effective unless reflected in an approved change order issued by the State's Division of Purchases.

Special Projects are defined as additional services available to the State on a time and materials basis with the amounts not to exceed the amounts referenced on the Contractor's RFP cost proposal or as negotiated by project or activity. 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.

Availability of Funds

It is understood and agreed by the parties hereto that all obligations of the State, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State and federal funds, and in no event shall the State be liable for any payments hereunder in excess of such available and appropriated funds. In the event that the amount of any available or appropriated funds provided by the State or federal sources for the purchase of services

hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified amount of services to be purchased hereunder for any reason whatsoever, the State shall notify the Contractor of such reduction of funds available and the State shall be entitled to reduce its commitment hereunder as it deems necessary, but shall be obligated for payments due to the Contractor up to the time of such notice. Neither party shall be liable for any amounts for loss of income, profit or savings or incidental, consequential, indirect, exemplary, severance pay, punitive, or special damages of any party, including third parties arising out of or related to this Agreement.

PAR. 11. BACKGROUND SCREENING AND SUBCONTRACTING

Subject to applicable law, Contractor shall require any individual it employs or engages in connection with the performance of its obligations under this Agreement, including employees, contractors, and subcontractors, to have satisfied the following screening procedures prior to such individual performing any Services hereunder:

(a) Contractor shall conduct commercially reasonable recruitment and security vetting procedures in relation to each such individual including, at a minimum, by verifying such individual's identity and legal right to work in the United States based on documentation satisfying Form I-9 of the US State of Homeland Security (i.e. confirmation of identity and personal information, including social security verification). Contractor shall also perform a background investigation on each such individual which, at a minimum, consists of the following: (i) verification of current residence; (ii) verification of previous five (5) years of employment history; (iii) verification of any specific academic, trade or professional qualifications or records that are required for the individual to perform his or her role; and (iv) criminal records checks, including at a minimum a Felony Including Misdemeanor (FIM) county-level search and a Felony & Misdemeanor (FAM) county and lower court-level search; provided, that in the event an individual experiences a break in service with Contractor subsequent to the foregoing investigation having been conducted, a new background investigation meeting the requirements set forth herein will be required.

(b) The screening procedures set forth in (a) above apply to individuals who will be performing services from within the United States. For individuals who will be performing services from outside the United States, Contractor shall comply with the requirements set forth in (a) above to the extent permitted by applicable law in that country.

(c) In the event that: (i) Contractor is unable to comply fully with the requirements of (a) and (b) above with respect to an individual; (ii) the criminal records checks referred to above determine that the individual in question has one or more convictions for crimes involving violent behavior in the previous five (5) years; or (iii) any pre-engagement screening activity returns information that otherwise indicates in Contractor's reasonable judgment that such individual should not be engaged to provide services under this Agreement, then Contractor shall not engage the individual in relation to this Agreement.

It is expressly agreed that the Contractor shall not enter into any subcontract(s) nor delegate any responsibilities to perform the services listed in this Agreement without the advanced, written approval of the State. If in **ADDENDUM XVI – BID PROPOSAL**, the Bid Proposal permits Subcontracting, the Contractor must provide the name and the extent of services provided by the Subcontractor in the **BUDGET** paragraph 6, and more fully explained in **ADDENDUM II** of this Agreement, and as further agreed to by the State and the Contractor in **ADDENDUM IX – SUBCONTRACTOR COMPLIANCE**, which is incorporated by reference herein, and which outlines the expectations and requirements of subcontracted vendors to this Agreement.

If the Contractor subsequently needs to enlist the services of a Subcontractor, the Contractor shall obtain prior written approval of the State. Approval of the State for the Contractor to enter into subcontracts to perform the services or obligations of the Contractor pursuant to this Agreement shall not be unreasonably withheld. Nothing in this Agreement or in a subcontract or sub-agreement between the Contractor and subcontractors shall create any contractual relationship between the subcontractor and the State. Approval by the State of the Contractor's request to subcontract shall not relieve the Contractor of its responsibilities under this Agreement and the Contractor shall therefore remain responsible and liable to the State for any conduct, negligence, acts and omissions, whether intentional or unintentional, by any subcontractor

The positions named by the Contractor and detailed in **ADDENDUM XVII – CORE STAFF POSITIONS**, which is incorporated by reference herein, will be considered core project staff positions for this project. The Contractor will not alter the core project team or use an independent contractor, company or subcontractor to meet required deliverables without the prior written consent of the State's Contract Manager or other appointed designee(s) for which consent shall not be unreasonably withheld. Failure to comply with the provisions of this Paragraph could result in denial of reimbursement for such non-approved sub-contracts.

Upon written notice from the State specifying, in the State's good faith belief, the reasons that a member of Contractor's staff should be removed from performance of the services, Contractor shall have a reasonable amount of time not to exceed five (5) calendar days, to investigate the matter. Upon conclusion of the investigation, Contractor shall provide a written report to the State detailing its findings. After review by the State, if the State believes in good faith that such member of Contractor's staff should be removed from performance of the services, then Contractor shall promptly remove such member of its staff and the State shall have no further obligations to Contractor for such member of its staff other than payment obligations through the date of removal. Such staff member shall be replaced by Contractor promptly, but in any event, not more than ten (10) days after such removal, which replacement shall be suitable to the State in its reasonable discretion.

PAR. 12. REPRESENTATIONS AND WARRANTIES

Contractor warrants, represents and covenants that:

(a) The services shall be performed with care, skill and in a professional manner in accordance with: (i) the best practices and professional standards recognized by the Contractor's profession for providers of services similar in scope, scale and geographic coverage to the services, (ii) the terms of this Agreement, (iii) the acceptance criteria, if any, and (iv) the additional State standards or policies set forth in the applicable Scope of Work, including the most stringent of all State policies, standards and procedures related to the services, including but not limited to those governing quality, change, and problem management, safety, data privacy and data security, business continuity and disaster recovery, retention of records, and pervasive and transaction controls.

(b) During the warranty period, the services will conform in all material respects to the acceptance criteria;

(c) The services shall be free from all liens and encumbrances and shall be provided in accordance with, and shall at all times comply with all applicable laws governing the services, including without limitation: (i) all applicable requirements regarding the privacy and handling of State's confidential information, (ii) all equal opportunity, anti-discrimination and wage and hour Laws (and, to the extent applicable, the equal employment opportunity and affirmative action requirements set forth in 41 C.F.R. Part 60-1.4(a) (women and minorities), 41 C.F.R. Part 60-250.5(a) and Part 60-300.5(a) (covered veterans), and 41 C.F.R. Part 60-741.5(a) (individuals with disabilities), and the employee notice requirements set forth in 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference herein), and (iii) any other Laws specifically referenced in a Scope of Work;

(d) Neither the performance of the services by Contractor nor the use by the State of the services in accordance with the terms of this Agreement currently or shall in the future, infringe, misappropriate or otherwise conflict or interfere with any intellectual property rights;

(e) It has the authority and ability to enter into this Agreement, to perform the services hereunder and to grant the State the rights set forth herein, and Contractor has not and will not enter into any agreements or arrangements which preclude compliance with the provisions of this Agreement;

(f) There is no litigation, proceeding or arbitration, and, to the best of Contractor's knowledge, there is no other claim, investigation or material controversy pending to which Contractor or its agents or representatives is a party, relating to the provision of the services, or which would have a material adverse effect on the State's ability to enter into this Agreement and perform the obligations hereunder and, to the best of Contractor's knowledge, no such claim, litigation, proceeding, arbitration, investigation or material controversy has been threatened or is contemplated;

(g) All services hereunder will be prepared, completed and performed by trained, experienced and qualified personnel;

(h) All documentation provided hereunder substantially explains the use and

operation of all material features and functions of the services;

(i) Contractor has and will perform testing to ensure that all services shall contain no copy protection or disabling devices;

(j) Reserved;

(k) Neither Contractor nor, to the best of its knowledge, any officer, director, employee, agent or representative of Contractor has given or will give commissions, payments, kickbacks, lavish or extensive entertainment, or other inducements of more than minimal value to any employee or agent of the State, or any affiliated entity thereof, in connection with this Agreement. Contractor also acknowledges that the giving of any such payments, gifts, entertainment, or other thing of value in connection with this Agreement is strictly in violation of State policy on conflicts of interest, and may result in the cancellation of this and all future contracts between the parties; and

(l) In the event any services are manufactured or licensed by a third party and are subject to any warranties provided by that third party, then without limiting any other representations, warranties or covenants of Contractor, Contractor shall assign such warranties to the State or, if such warranties cannot be so assigned, Contractor shall pass through the benefit of such warranties to the State, and otherwise cooperate with the State in this respect. It is agreed that no disclaimer or limitation of liability set forth in any third party warranty shall relieve Contractor of its obligations to provide the services pursuant to the requirements set forth in this Agreement.

PAR. 13. CONTRACTOR'S LIABILITY/INDEMNIFICATION

The Contractor shall indemnify, defend and hold the State of Rhode Island (or, the "State"), its States, agencies, branches and its or their officers, directors, agents or employees (together the "Indemnitees" and their subcontractors) harmless against claims, demands, suits for judgments, losses or reasonable expenses or costs of any nature whatsoever (including actual reasonable attorney's fees) to the extent arising in whole or part from the Contractor's willful misconduct, negligence, or omission in provision of services or breach of this Agreement including, but not limited to, breach of Contractor's confidentiality and security requirements, as well as injuries of any kind which the staff of the Contractor or its subcontractor may suffer or may cause to be suffered by any staff person or persons in the performance of this Agreement, unless caused by the willful misconduct or gross negligence of the Indemnitees.

The Contractor shall indemnify, defend and hold the State of Rhode Island, its States, agencies, branches and its or their officers, directors, agents or employees (together the "Indemnitees" and their subcontractors") harmless against claims, demands, suits for judgments, losses or reasonable expenses or costs of any nature whatsoever (including actual reasonable attorneys' fees) to the extent arising in whole or part for infringement by the Contractor of any intellectual property right by any product or service provided hereunder.

Nothing in this Agreement shall limit the Contractor's liability to indemnify the State for infringements by the Contractor of any intellectual property right or other indemnities in this Paragraph.

Nothing in the language contained in this Agreement shall be construed to waive or limit the State or federal sovereign immunity or any other immunity from suit provided by law including, but not limited to Rhode Island General Law, Title 9, Chapter 31 et al., entitled "Governmental Tort Liability."

PAR. 14. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

By signing this Agreement, the Contractor agrees to 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); Americans with Disabilities Act of 1990 (42 USC 12101 et. seq.); Title IX of the Education Amendments of 1972 (20 USC 1681 et. seq.); The Food Stamp Act, and the Age Discrimination Act of 1975, The United States State of Health and Human Services Regulations found in 45 CFR, Parts 80 and 84; the United States State of Education Implementing regulations (34 CFR, Parts 104 and 106; and the United States State of Agriculture, Food and Nutrition Services (7 CFR §272.6), which prohibit discrimination on the basis of race, color, national origin (limited English proficiency persons), age, sex, disability, religion, political beliefs, in acceptance for or provision of services, employment, or treatment in educational or other programs or activities, or as any of the Acts are amended from time to time.

Pursuant to Title VI and Section 504, as listed above and as referenced in **ADDENDA V AND VI**, which are incorporated herein by reference and made part of this Agreement, the Contractor shall have policies and procedures in effect, including, mandatory written compliance plans, which are designed to assure compliance with Title VI section 504, as referenced above. An electronic copy of the Contractor's written compliance plan, all relevant policies, procedures, workflows, relevant chart of responsible personnel, and/or self-assessments must be available to the State upon request.

The Contractor's written compliance plans and/or self-assessments, referenced above and detailed in **ADDENDA V AND VI** of this Agreement must include but are not limited to the requirements detailed in **ADDENDA V AND VI** of this Agreement.

The Contractor must submit, within thirty-five (35) days of the date of a request by DHHS or DHS, full and complete information on Title VI and/or Section 504 compliance and/or self-assessments, as referenced above, by the Contractor and/or any subcontractor or vendor of the Contractor.

The Contractor acknowledges receipt of **ADDENDUM V - NOTICE TO DEPARTMENT OF HUMAN SERVICES SERVICE PROVIDERS OF**

THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 and ADDENDUM VI - NOTICE TO DEPARTMENT OF HUMAN SERVICES SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973, which are incorporated herein by reference and made part of this Agreement.

The Contractor further agrees to comply with all other provisions applicable to law, including the Americans with Disabilities Act of 1990; the Governor's Executive Order No. 05-01, Promotion of Equal Opportunity and the Prevention of Sexual Harassment in State Government.

The Contractor also agrees to comply with the requirements of the Department of Human Services for safeguarding of client information as such requirements are made known to the Contractor at the time of this Agreement. Changes to any of the requirements contained herein shall constitute a change and be handled in accordance with **PAR. 10. - MODIFICATION OF AGREEMENT** above.

Failure to comply with this Paragraph may be the basis for cancellation of this Agreement.

PAR. 15. ASSIGNABILITY

The Contractor shall not assign any interest in this Agreement (whether by assignment or novation) without the prior written consent of the State's Division of Purchases, thereto; provided, however, that claims or money due or to become due to the Contractor from the State under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the State.

PAR. 16. PARTNERSHIP

It is understood and agreed that nothing herein is intended or should be construed in any manner as creating or establishing the legal relation of partnership between the parties hereto, or as constituting the employees, agents, or representatives of the Contractor included in this Agreement as employees, agents, or representatives of the State.

PAR. 17. INTEREST OF CONTRACTOR

The Contractor covenants that it presently has no pecuniary interest and shall not acquire any such interest, direct or indirect, without first disclosing to the State in writing and then subsequently obtaining approval, in writing, from the State, that would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor further covenants that no person having any such interest shall be employed by the Contractor for the performance of any work associated with this Agreement.

PAR. 18. FEDERAL FUNDING PROVISIONS

Funds made available to the Contractor under this Agreement are or may be derived from federal funds made available to the State. The Provisions of Paragraph 5 and Addendum II notwithstanding, the Contractor agrees to make claims for payment under this Agreement in accordance with applicable federal policies. The Contractor agrees that no payments under this Agreement will be claimed for reimbursement under any other Agreement, grant or contract that the Contractor may hold that provides funding from the same State or federal sources. The Contractor further agrees to be liable for audit exceptions that may arise from examination of claims for payment under this Agreement. The Contractor specifically agrees to abide by all applicable federal requirements for Contractors, including laws, regulations and requirements related to services performed outside the United States by Contractor or its subcontractors. Additionally, the Federal Award must be used in accordance with the specific Catalog of Federal Domestic Assistance (CFDA) number listed in **ADDENDUM IV – FISCAL ASSURANCES**. <https://www.cfda.gov/>

States are required to collect information from contractors for awards greater than \$25,000 as described in **ADDENDUM XVIII – FEDERAL SUBAWARD REPORTING** (hereafter referred to as the FFATA form). The Contractor and its subcontractors, if subcontractors are permitted within the scope of this Agreement, will provide new FFATA forms for each contract year. When applicable in multiyear contracts, the Contractor is required to review and update the FFATA form, this must be provided to the State 30 days prior to the end of the first contract year. For example, if the contract performance period is July 1, 2015 to June 30, 2018; then the FFATA form for the second contract year is due June 1, 2016. Any sub-contractor paid with Federal Funding will provide the FFATA form for each contract year to the Contractor, the Contractor must then provide all sub-contractor FFATA forms to the State. Sub-contractor forms must be provided within fifteen (15) days of date of signature of this Agreement, and if applicable, within fifteen (15) days of the end of each contract year for all subsequent contract years.

PAR. 19. FUNDING DENIED

It is understood and agreed that in the event that less than full federal funding or other funding is received by the State due directly to the failure of the Contractor to comply with the terms of this Agreement, the Contractor is liable to the State of Rhode Island for an amount equal to the amount of the denied funding. Should the Contractor be liable for the amount of the denied funding, then such amount shall be payable upon demand of the State.

The Contractor agrees that no expenditures claimed for reimbursement under this Agreement will be claimed for reimbursement under any other agreement, grant, or contract that the Contractor may hold which provides funding from State or federal sources. The Contractor further agrees to be liable for audit exceptions that

may arise from examination of expenditures: (a) claimed by the Contractor for reimbursement under this Agreement, and/or (b) submitted by the Contractor in meeting any cost participation requirements.

PAR. 20. ACCESSIBILITY AND RETENTION OF RECORDS

The Contractor agrees to make accessible and to maintain all records and supporting documentation that directly pertain to the performance of this Agreement (whether paper, electronic, or other media) for a minimum of ten (10) years after final payment, unless a longer period of records retention is stipulated (45 CFR § 155.1210). This accessibility requirement shall include the right to review and copy such records upon request. This requirement is also intended to include but is not limited to any auditing, monitoring, and evaluation procedures, including on-site visits, performed individually or jointly, by State or federal officials or their agents necessary to verify the accuracy of Contractor invoices or compliance with this Agreement (in accordance with 45 CFR § 75.361 and 45 CFR § 155.1210). If such records are maintained outside of the State of Rhode Island, such records shall be made accessible by the Contractor at a Rhode Island location. Additionally, if any litigation, claim, or audit commences before the expiration of the ten (10) year period, as mentioned in Paragraph 2 of this Agreement, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken in accordance with 45 CFR § 75.386. If audit findings have not been resolved at the end of the ten (10) years, the records shall be retained for an additional three (3) years after the resolution of the audit findings are made or as otherwise required by law.

The Contractor and its subcontractors, if subcontractors are permitted within the scope of this Agreement, shall provide and maintain a quality assurance system acceptable to the State covering deliverables and services under this Agreement and shall tender to the State only those deliverables that have been inspected and found to conform to the requirements of this Agreement. The Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Agreement performance and for ten (10) years after final payment. The 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 the Agreement.

Further, the Contractor shall include a similar right of the State, Federal officials and their agents, to audit records and interview staff in any subcontract related to performance of this Agreement.

The parties agree that as a time and material contract, the State's access to the Contractor's books, records and documents shall be limited to those necessary to verify the accuracy of the Contractor's invoice and monitor compliance with this Agreement. In no event shall the State have access to the Contractors internal cost data.

PAR. 21. CAPITAL ASSETS

The Contractor agrees that any capital assets purchased on behalf of the State on a pass-through basis and used on behalf of the State by the Contractor shall upon payment by the State, become the property of the State unless otherwise agreed to by the parties and may be utilized by the Contractor in a reasonable manner. Capital assets are defined as any item having a life expectancy of greater than one (1) year and an initial cost of greater than five thousand dollars (\$5,000) per unit, except greater than five hundred dollars (\$500) per unit for computer equipment.

Upon written request by the State, the Contractor agrees to execute and deliver to the State a security interest in such capital assets in the amount of the value of such capital asset (or for a lesser amount as determined by the State).

PAR. 22. COMPETITIVE BIDS

With the exception of services or products obtained for use in a leveraged environment, the Contractor agrees competitive bidding will be utilized for all purchases in direct and exclusive support of the State which are made under this Agreement in excess of five hundred dollars (\$500) or an aggregate of one thousand dollars (\$1,000) for any like items during the time of performance of this Agreement. Evidence of competitive bids must be retained in accordance with **PAR. 20. - ACCESSIBILITY AND RETENTION OF RECORDS.**

PAR. 23. SECURITY AND CONFIDENTIALITY

The Contractor shall take security measures to protect against the improper use, loss, access of and disclosure of any confidential information it may receive or have access to under this Agreement as required by this Agreement, the RFP and proposal, or which becomes available to the Contractor in carrying out this Agreement and the RFP and the proposal, and agrees to comply with the requirements of the State for safeguarding of client and such aforementioned information. Confidential information includes, but is not limited to: names, dates of birth, home and/or business addresses, social security numbers, protected health information, financial and/or salary information, employment information, statistical, personal, technical and other data and information relating to the State of Rhode Island data, and other such data protected by State laws, regulations and policies (“confidential information”), as well as State and federal laws and regulations. All such information shall be held in strict confidence and protected by the Contractor from unauthorized use and disclosure utilizing same or more effective procedural requirements as are applicable to the State.

The Contractor expressly agrees and acknowledges that said confidential information provided to and/or transferred to provider by the State or to which the Contractor has access to for the performance of this Agreement is the sole property

of the State and shall not be disclosed and/or used or misused and/or provided and/or accessed by any other individual(s), entity(ies) and/or party(ies) without the express written consent of the State. Further, the Contractor expressly agrees to forthwith return to the State any and all said data and/or information and/or confidential information and/or database upon the State's written request and/or cancellation and/or termination of this Agreement.

The Contractor shall not be required under the provisions of this Paragraph to keep confidential any data or information, which is or becomes legitimately publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties under no obligation of confidentiality.

The Contractor agrees to abide by all applicable, current and as amended Federal and State laws and regulations governing the confidentiality of information, including to but not limited to the Business Associate requirements of HIPAA (WWW.HHS.GOV/OCR/HIPAA), to which it may have access pursuant to the terms of this Agreement. In addition, the Contractor agrees to comply with the State confidentiality policy recognizing a person's basic right to privacy and confidentiality of personal information. ("confidential records" are the records as defined as not public in R.I. Gen. Laws § 38-2-2-(4) (A)-(AA) entitled "Access to Public Records").

Contractor shall monitor, periodically assess, and update its security controls and related system risks to ensure the continued effectiveness of those controls in accordance with 45 CFR § 155.260(a)(5).

Contractor agrees to comply with the privacy and security standards and obligations adopted in accordance with 45 CFR 155.260. Contractor will inform the State of any change in its administrative, technical, or operational environment that would impact compliance with the terms of this Agreement, including but not limited to compliance with 45 CFR § 155.260.

Contractor shall bind any downstream entities to the same privacy and security standards and obligations to which the Contractor has agreed to in the Agreement.

In accordance with this Agreement and all Addenda thereto, the Contractor will additionally receive, have access to, or be exposed to certain documents, records, that are confidential, privileged or otherwise protected from disclosure, including, but not limited to: personal information; Personally Identifiable Information (PII), Sensitive Information (SI), and other information (including electronically stored information), records sufficient to identify an applicant for or recipient of government benefits; preliminary draft, notes, impressions, memoranda, working papers-and work product of State employees; as well as any other records, reports, opinions, information, and statements required to be kept confidential by State or federal law or regulation, or rule of court ("State Confidential Information"). State

Confidential Information also includes PII and SI as it pertains to any public assistance recipients as well as retailers within the SNAP Program and Providers within any of the State Public Assistance programs.

Personally Identifiable Information (PII) is defined as any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc. (As defined in 45 CFR § 75.2 and as defined in OMB Memorandum M-06-19, "Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security in Agency Information Technology Investments"). PII shall also include individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts (as defined in 45 CFR § 75.2 Protected Personally Identifiable Information).

Sensitive Information (SI) is information that is considered sensitive if the loss of confidentiality, integrity, or availability could be expected to have a serious, severe or catastrophic adverse effect on organizational operations, organizational assets, or individuals. Further, the loss of sensitive information confidentiality, integrity, or availability might: (i) cause a significant or severe degradation in mission capability to an extent and duration that the organization is unable to perform its primary functions; (ii) result in significant or major damage to organizational assets; (iii) result in significant or major financial loss; or (iv) result in significant, severe or catastrophic harm to individuals that may involve loss of life or serious life threatening injuries. (Defined in HHS Memorandum ISP-2007-005, "Departmental Standard for the Definition of Sensitive Information" as amended).

The Contractor agrees to adhere to any and all applicable State and federal statutes and regulations relating to confidential health care and substance abuse treatment including but not limited to the Federal Regulation 42 CFR, Part 2; Rhode Island Mental Health Law, R.I. General Laws § 40.1-5-26; Confidentiality of Health Care Communications and Information Act, R.I. General Laws Chapter § 5-37.3-1 et seq., and HIPAA 45 CFR § 160. The Contractor acknowledges that failure to comply with the provisions of this paragraph will result in the termination of this Agreement.

The Contractor shall notify the State and the State's designated security officer by telephone call plus e-mail, web form or fax upon the discovery of any breach of security of PHI, PII or SI or suspected breach of security of PHI, PII or SI (where the use or disclosure is not provided for and permitted by this Agreement) of which

it becomes aware within one (1) hour and in no case later than twenty-four (24) hours of the breach and/or Security Incident. The Contractor shall, within twenty-four (24) hours, notify the State and the State's designated security officer of any suspected breach of unauthorized electronic access, disclosure or breach of confidential information or any successful breach of unauthorized electronic access, disclosure or breach of confidential information. A breach is defined pursuant to HIPAA guidelines as well as those found in the "Health Information Technology for Economic and Clinical Health Act" (HITECH). A breach or suspected breach may be an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PHI in violation of HIPAA privacy rules that compromise PHI security or privacy. Additionally, a breach or suspected breach may be an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PII or SI. The notice of a breach or suspected breach shall contain information available to the Contractor at the time of the notification to aid the State in examining the matter. More complete and detailed information shall be provided to the State as it becomes available to the Contractor.

Upon notice of a breach, suspected breach or a security incident, the State and Contractor will meet to jointly develop an incident investigation and remediation plan. Depending on the nature and severity of the confirmed breach, the plan may include the use of an independent third-party security firm to perform an objective security audit in accordance with recognized cyber security industry commercially reasonable practices. The parties will consider the scope, severity and impact of the security incident to determine the scope and duration of the third party audit. If the parties cannot agree on either the need for or the scope of such audit, then the matter shall be escalated to senior officials of each organization for resolution. The Contractor will pay the costs of all such audits. Depending on the nature and scope of the security incident, remedies may include, among other things, information to individuals on obtaining credit reports and notification to applicable credit card companies, notification to the local office of the Secret Service, and or affected users and other applicable parties, utilization of a call center and the offering of credit monitoring services on a selected basis.

Notwithstanding any other requirement set out in this Agreement, the Contractor acknowledges and agrees that the HITECH Act and its implementing regulations impose new requirements with respect to privacy, security and breach notification and contemplates that such requirements shall be implemented by regulations to be adopted by the U.S. State of Health and Human Services. The HITECH requirements, regulations and provisions are hereby incorporated by reference into this Agreement as if set forth in this Agreement in their entirety. Notwithstanding anything to the contrary or any provision that may be more restrictive within this Agreement, all requirements and provisions of HITECH, and its implementing regulations currently in effect and promulgated and/or implemented after the date of this Agreement, are automatically effective and incorporated herein. Where this Agreement requires stricter guidelines, the stricter guidelines must be adhered to.

Failure to abide by the State's confidentiality policy or the required signed **Business Associate Agreement (BAA)** will result in termination remedies, including but not limited to, termination of this Agreement. A **Business Associate Agreement (BAA)** shall be signed by the Contractor, simultaneously or as soon thereafter as possible, from the signing of this Agreement, as required by the State.

The Contractor agrees that no findings, listing, or information derived from information obtained through performance, as described in the Scope of Work in Addendum I with or without identifiers, may be released or publicly disclosed in any form for any purpose if such findings, listing, or information contain any combination of data elements that might allow an individual to determine a beneficiary's identification without first obtaining written authorization from the State's Contract Manager. Examples of such data elements include, but are not limited to geographic indicators, age, sex, diagnosis, procedure, date of birth, or admission/discharge date(s). The Contractor agrees further that the State shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from the State's files identify or would, with reasonable effort, permit one to identify an individual, or to deduce the identifying of an individual to a reasonable degree of certainty. The Contractor agrees that the conditions set forth herein apply to any materials presented or submitted review and/or publication that contain individual identifying elements in the information obtained, as stated above, unless such information is presented in the aggregate. Under no circumstance, shall the Contractor publicly disclose or present or submit any materials for review and/or publication that contains an individual's social security number, in part or in whole. The Contractor is hereby notified that all initial data received from DHS is considered confidential by the State.

Contractor shall establish and maintain, throughout the term of this Agreement, policies and procedures to ensure the safekeeping of the State's confidential information and prevent unauthorized access to or use of such confidential information in compliance with ISO 27001 and ISO 27002 (or any replacement standard relating to information security), applicable regulatory requirements, and consistent with industry standards. In addition to its other obligations set forth in this Agreement, whenever Contractor possesses, stores, processes or has access to the State's confidential information, Contractor shall comply with those information security policies and procedures reasonably required by the State from time to time (the "IS Requirements").

Nothing herein shall limit the State's ability to seek injunctive relief or any and all damages resulting from the Contractor's negligent or intentional disclosure of confidential information.

PAR. 24. AUDIT

In the case wherein the amount identified in **PAR. 6. - BUDGET** is at least twenty-five thousand dollars (\$25,000) in any year, at no additional cost for the State, the Contractor shall prepare an annual financial statement of the Contractor or the

Contractor's parent, where applicable, within nine (9) months of the end of the Contractor's fiscal year. The financial statements must provide full and frank disclosures of all assets, liabilities, changes in the fund balances, all revenue, and all expenditures. Upon written or oral request by the State, the Contractor shall provide the State a copy of the above described financial statement(s) within ten (10) days of the State's request or within twenty (20) days of the end of the Time of Performance, Paragraph 3 herein. If additional financial documentation is required by the Federal funding source, these additional financial requirements must be met in addition to the preparation of the above financial statements.

In the case wherein the amount identified in **PAR. 6. - BUDGET** is at least seven hundred and fifty thousand federal dollars (\$750,000) in any fiscal year, at no additional cost for the State, the audit must be performed in accordance with 45 CFR § 75.500 et. seq., or with "Government Auditing Standards" as published by the Comptroller General of the United States. The audit must address areas of compliance and internal controls as outlined in 45 CFR § 75.500 et. seq. If a management letter is also issued as part of the audit, the management letter must be submitted as well (45 CFR § 75.521). All financial statements and audits must be submitted in a format that is acceptable to the State.

In the case wherein the Contractor expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 45 CFR § 75.425, at no additional cost for the State, the audit must be performed in accordance with 45 CFR § 75.501, or with "Government Auditing Standards" as published by the Comptroller General of the United States. The audit must address areas of compliance and internal controls as outlined in 45CFR § 75.500 et. seq. If a management letter is also issued as part of the audit, the management letter must be submitted as well (45 CFR § 75.521). All financial statements and audits must be submitted in a format that is acceptable to the State.

Moreover, if the Contractor has Agreements and/or Federal Awards which **in aggregate** are at least seven hundred and fifty thousand federal dollars (\$750,000) in any fiscal year, including the amount identified in **PAR. 6 – BUDGET**, the audit must be performed in accordance with federal requirements as outlined above (45 CFR 75.501).

Should the Contractor expend less than seven hundred and fifty thousand federal dollars (\$750,000) in a fiscal year and be, therefore, exempt from having to perform an audit in accordance with 45 CFR § 75.501 et. seq., the Contractor may not charge the cost of such an audit to a federal award.

Pursuant to 45 CFR § 75.501 "for-profit" entities shall conduct a "Yellow Book" audit annually by a Public Accounting Firm in accordance with Government

Auditing Standards, mentioned above, and standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the U.S. (GAGAS) and provide a copy thereof to Client, the Contractor may not charge the cost of such an audit to a federal award.

The Contractor agrees that the State or its designated representative will be given access to any part of the system which is delivered under this Agreement to inventory and/or inspect the system.

The Contractor expressly agrees that any overpayment identified through an audit must be repaid to the State within a period of six (6) months from the issuance of the audit.

By the end of each calendar year, Contractor shall provide to the State at Contractor's expense an audit conducted by a reputable and experienced accounting firm in accordance with the Statement on Standards for Attestation Engagements (SSAE) No.16, Reporting on Controls at a Service Organization, developed by the American Institute of Certified Public Accountants (AICPA), and have such accounting firm issue a Service Organization Control (SOC) 1 Type II Report (or substantially similar report in the event the SOC 1 Type II Report is no longer the industry standard) which will cover, at a minimum, the policies, procedures and controls required by this Agreement (the "Report"). It is expected that each year-end Report shall cover at least the first nine (9) months of that calendar year, and that by the end of the first month of the following calendar year, Contractor shall provide a "roll-forward" letter to the State that covers any gaps in such previous year's Report.

If an audit conducted pursuant to the above reveals any non-compliance or other deficiencies, or the Report described above in its final and issued version contains a qualified opinion, in either case relating to risks to Contractor's systems and facilities which could result in the unauthorized destruction, loss, alteration, disclosure of or access to the State's confidential information, then (a) a senior technology executive of Contractor shall promptly meet with a representative of the State to discuss the matter, and (b) Contractor shall promptly take action to remedy the non-compliance or deficiencies and/or resolve the matters addressed by the qualification(s) so that any deficiencies that caused the qualified opinion to be issued are remedied to the State's reasonable satisfaction (including with respect to the timeline of the remediation).

PAR. 25. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

PAR. 26. ON-SITE INSPECTION

The Contractor agrees to permit on-site monitoring, evaluation and inspection of all activities related to the Agreement by officials of the State, its designee, and where appropriate, the Federal government. On-site inspections and monitoring shall be in accordance with 45 CFR § 75.342 and 45 CFR 155.1210. All reports pertaining to 45 CFR § 75.352, shall be maintained by the Contractor. The Contractor must retain any documents pertaining to changes requested from the State or the Federal Government in accordance with 45 CFR § 75.342.

If, as a result of on-site inspections, changes are requested by the State to ensure compliance with this Agreement and/or Federal Awards, the Contractor must perform changes within a time period defined by the State. All changes shall be documented by the Contractor and provided to the State upon request. All requested changes shall comply with 45 CFR § 75.352.

PAR. 27. DRUG-FREE WORKPLACE POLICY

The Contractor agrees to comply with the provisions of the Governor's Executive Order 91-14, the State's Drug Free Workplace Policy, and the Federal Omnibus Drug Abuse Act of 1988. As a condition of contracting with the State of Rhode Island, the Contractor hereby agrees to abide by **ADDENDUM VII - DRUG-FREE WORKPLACE POLICY**, and in accordance therewith has executed **ADDENDUM VIII - DRUG-FREE WORKPLACE POLICY CONTRACTOR CERTIFICATE OF COMPLIANCE**.

Furthermore, the Contractor agrees to submit to the State any report or forms which may from time-to-time be required to determine the Contractor's compliance with this policy.

The Contractor acknowledges that a violation of the Drug-Free Workplace Policy may, at the State's option, result in termination of this Agreement.

PAR. 28. PRO-CHILDREN ACT OF 1994 (ACT)

As a condition of contracting with the State of Rhode Island, the Contractor hereby agrees to abide by **ADDENDUM X - CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**, and in accordance has executed **ADDENDUM X - CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**.

PAR. 29. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Contractor agrees to abide by **ADDENDUM XI – INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**, and in accordance has executed the required certification included in **ADDENDUM XII – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY**

MATTERS – PRIMARY COVERED TRANSACTIONS.

PAR. 30. CHIEF PURCHASING OFFICER

This Agreement shall take effect upon the issuance of a Purchase Order by the State of Rhode Island's Chief Purchasing Officer or his/her designee. No modifications to this Agreement shall be effective unless in an authorized change order issued by the State's Division of Purchases.

PAR. 31. SOFTWARE OWNERSHIP

Contractor shall have financial and administrative responsibility for obtaining any third-party consents and any additional licenses that may be necessary for the State to transition services to Contractor and for Contractor to provide the services to the State.

The State hereby grants Contractor a limited, non-exclusive, non-transferable license to use any State intellectual property required solely to perform the services during the term of this Agreement and for no other purposes.

Contractor hereby grants the State a perpetual, royalty-free, worldwide, non-exclusive license to use any Contractor pre-existing intellectual property related to the services, including Developed Software, whenever such Contractor intellectual property may be introduced.

The following additional paragraphs are added to the Rhode Island State of Administration, Division of Purchases, Purchasing Rules, Regulations, and General Conditions of Purchasing.

Any and all data, technical information, information systems, materials gathered, originated, developed, prepared, modified, used or obtained by the Contractor in performance of the Agreement used to create and/or maintain work performed by the Contractor, including but not limited to, all hardware, software computer programs, data files, application programs, intellectual property, source code, documentation and manuals, regardless of state of completion shall be deemed to be owned and remain owned by the State ("State Property"), and the State has the right to (1) reproduce, publish, disclose or otherwise use and to authorize others to use the State Property for State or federal government purposes, and (2) receive delivery of such State Property upon 30 days' notice by the State throughout the term of the Agreement and including 120 days thereafter. To be clear with respect to State Property, the work shall be considered "work for hire," i.e., the State, not the selected Contractor or any subcontractor, shall have full and complete ownership of all State Property. The selected Contractor and any subcontractor hereby convey, assign and transfer to State any and all of its or their right, title and interest in State Property, if any, including but not limited to trademarks and copyrights.

In accordance with 7 CFR § 277.18(l)(ii) and 45 CFR § 95.617, the State hereby grants to the federal government, and the federal government reserves, a royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose or otherwise use and to authorize others to use for federal government purposes such software, modifications and documentation designed, developed or installed with federal financial participation.

COPYRIGHTS. With respect to claims arising from computer hardware or software manufactured by a third party and sold by the Contractor as a reseller, the 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, the 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 Paragraph 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 Paragraph will be conditional upon the following:

1. The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time;
2. The Contractor will have sole control of the defense of any action on all third party claims, costs (including without limitation reasonable attorneys’ fees), and losses for infringement or violation of any U.S. intellectual property rights by any product or service provided hereunder; 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
3. The State will reasonably cooperate in the defense and in any related settlement negotiations.

Should the deliverables or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. intellectual property rights, the State shall permit the Contractor at its option 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. 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, the Contractor shall 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 the Contractor under this Agreement impractical, the State shall then have the option of terminating such agreements, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such deliverables or software and refund any sums the State has paid the Contractor less any reasonable amount for use or damage.

The 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.

PROPRIETARY SOFTWARE. Each party will retain all rights in any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the date of this Agreement, or acquired or developed after the date of this Agreement without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor.

DEVELOPED SOFTWARE. All software that is developed by the Contractor and delivered by the Contractor to the State under this Agreement and paid for by the State (“Developed Software”) is and shall remain the property of the State. For a period of ninety (90) days following acceptance of any Developed Software in accordance with the approval procedures adopted by the parties, the Contractor warrants that each item of developed software will conform in all material respects to the written technical specifications agreed to by the parties in accordance with the software development methodologies adopted by the parties and set forth in the procedures manual. As soon as reasonably practicable after discovery by State or Contractor of a failure of the Developed Software to so conform (a “**non-conformance**”), State or Contractor, as applicable, will deliver to the other a statement and supporting documentation describing in reasonable detail the alleged nonconformance. If Contractor confirms that there is a non-conformance, then Contractor will use commercially reasonable efforts to correct such non-conformance. The methods and techniques for correcting non-conformances will be at the sole discretion of the State. If, after undertaking commercially reasonable efforts to remedy a breach by Contractor of the foregoing warranty, Contractor, in the exercise of its reasonable business judgment, determines that any repair, adjustment, modification or replacement is not feasible, or in the event that the developed software subsequent to all repairs, adjustments, modifications and replacements continues to fail to meet the foregoing warranty, the State will return the developed software to Contractor, and Contractor will credit to the State an amount equal to the charges actually paid by the State to the Contractor for the developed software that has failed to meet the foregoing warranty.

OTHER. Notwithstanding anything to the contrary in this Agreement, the Contractor (i) will retain all right, title and interest in and to all know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used in performing the services hereunder which are based on trade secrets or proprietary information of the Contractor, are developed or created by or on behalf of the Contractor without reference to or use of the intellectual property of the State or are otherwise owned or licensed by the Contractor (collectively, “tools”); (ii) subject to the confidentiality obligations set forth in this Agreement, will be free to use the ideas, concepts, methodologies, processes and know-how which are developed or created in the course of performing the services and may be retained by the Contractor’s employees in an intangible form; and (iii) will retain ownership of any Contractor-owned software or tools that are used in producing the developed software and become embedded therein.

No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights, except as otherwise expressly provided in this Agreement.

PAR. 32. FORCE MAJEURE

Except for defaults of subcontractors at any tier, in the event that any party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of (or if failure to perform the services is caused by) natural disaster, actions or decrees of governmental bodies, or other event or failure not the fault or within control of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately give notice to the other parties and shall use reasonable efforts to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended

PAR. 33. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

PAR. 34. DISPUTES

The parties shall use good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. When a dispute arises

between the State and Contractor, both parties will attempt to resolve the dispute pursuant to this subsection. When a dispute arises, the party initiating the dispute shall notify the other party in writing of the dispute, with the notice specifying the disputed issues and the position of the party submitting the notice. The State's Contract Manager and the Contractor's Project Officer shall use good faith efforts to resolve the dispute within ten (10) State business days of submission by either party to the other of such notice of the dispute.

If the State's Contract Manager and the Contractor's Project Officer are unable to resolve the dispute, either party may request that the dispute be escalated for resolution to the Director of the State of the State of Administration or his or her designee, the Contractor's President or his or her designee and a mutually agreed upon third party shall attempt to resolve the issue.

If the issue is not resolved, the parties shall proceed pursuant to R.I. General Laws § 37-2-46 and applicable State Procurement Regulations (1.5).

If the issue is not resolved, the parties shall endeavor to resolve their claims by mediation, with a mediator or mediation panel to be chosen upon mutual agreement of the parties. The request for mediation may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this paragraph, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the State of Rhode Island where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

PAR. 35. GOVERNING LAW

The terms of this Agreement shall be governed by and construed in accordance with the Laws of the State of Rhode Island without resort to conflict of Laws rules. Each party irrevocably agrees that any action, suit or other legal proceeding against them shall be brought in a court of the State of Rhode Island or in the United States District Court for Rhode Island. By execution and delivery of this Agreement, each party irrevocably submits to and accepts such jurisdiction and waives any objection (including any objection to venue, enforcement, or grounds of forum non conveniens) that might be asserted against the bringing of any such action, suit or other legal proceeding in such court.

PAR. 36. WAIVER AND ESTOPPEL

Nothing in this Agreement shall be considered waived by any party, unless the party

claiming the waiver receives the waiver in writing. No breach of this Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision shall not constitute a waiver of any other. A failure of any party to enforce at any time any provisions(s) of this Agreement, or to exercise any option which is herein provided, shall in no way be construed as a waiver of such provision of this Agreement. No consent, or excuse by either party, express or implied, shall constitute a subsequent consent, waiver or excuse.

PAR. 37. INSURANCE

Throughout the term of the Agreement, the Contractor and any subcontractor shall procure and maintain, at its own cost and expense, insurance as required by the Bid Specifications.

PAR. 38. WORK REVIEWS

The Contractor agrees that all work performed under this Agreement may be reviewed by the State and/or by any third party designated by the State.

PAR. 39. BUSINESS CONTINUITY PLAN

The Contractor shall prepare and maintain a Business Continuity Plan upon execution of this Agreement, which shall include, but not be limited to, the Contractor's procedure for recovery of data and recovery for all operation components in case of an emergency or disaster. Upon written or oral request by the State, the Contractor shall provide the State a copy of the above described Business Continuity Plan within ten (10) days of the State's request.

PAR. 40. NOTICES

No notice, approval or consent permitted or required to be given by this Agreement will be effective unless the same is in writing and sent postage prepaid, certified mail or registered mail, return receipt requested, or by reputable overnight delivery service to the other party at the address set forth in **ADDENDUM XVII – CORE STAFF POSITIONS**, or such other address as either party may direct by notice given to the other as provided **ADDENDUM XVII – CORE STAFF POSITIONS**, and shall be deemed to be given when received by the addressee. The Contractor and the State shall list, in **ADDENDUM XVII – CORE STAFF POSITIONS**, the names, addresses, email addresses, telephone numbers, and the facsimile numbers of all individuals that the above such notice, approval or consent shall be sent to or copied on. The Parties agree to update any changes to the designated notice recipients, in writing pursuant to the terms outlined in **PARAGRAPH 40**.

PAR. 41. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same

instrument. Execution may be effected by delivery of facsimiles of signature pages and the parties will follow such delivery by prompt delivery of originals of such pages.

PAR. 42. AMENDMENTS

Except as may otherwise set forth in this Agreement, the Agreement may only be amended by the parties agreeing to the amendment, in writing, duly executed by the parties and shall only be effective upon incorporation by the State's Division of Purchases through the issuance of a change order.

PAR. 43. SURVIVAL

Any obligations and provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including but not limited to safeguarding confidential information and indemnification, shall survive the expiration or termination of this Agreement.

PAR. 44. PUBLICITY

Except as required as required by law or to satisfy a government and/or regulatory agency requirement, Contractor shall not publish or use any advertising, sales promotion or publicity matters relating to this Agreement wherein the State's or the State's name and/or logo is used or language is used for which the connection of such name may, in the State's or the State's judgment, be inferred or implied, without the prior written approval of the State.

PAR. 45. ADDITIONAL APPROVALS

The parties acknowledge that this Agreement requires issuance of a valid Purchase Order by the State of Rhode Island for this Agreement to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands as of the date first above written and this Agreement made legally binding upon the issuance of a valid Purchase Order by the State of Rhode Island as follows:

STATE OF RHODE ISLAND:

[CONTRACTOR]

LISA VURAWAIS
SECRETARY
EXECUTIVE OFFICE OF HEALTH AND
HUMAN SERVICES

BY:
TITLE:

DATE

DATE

COURTNEY HAWKINS
DIRECTOR
DEPARTMENT OF HUMAN SERVICES

DATE

ZACHARY SHERMAN
DIRECTOR
HEALTHSOURCE RI
DEPARTMENT OF ADMINISTRATION

DATE

ADDENDA

Attached hereto, incorporated into and made a part herein of this Agreement, are the following addenda:

ADDENDUM I - REQUEST FOR PROPOSAL AND/OR SCOPE OF WORK

ADDENDUM II - BUDGET

ADDENDUM III - PAYMENTS AND REPORTS SCHEDULE

ADDENDUM IV - FISCAL ASSURANCES

ADDENDUM V - NOTICE TO EXECUTIVE OF HUMAN SERVICES' SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

ADDENDUM VI - NOTICE TO DEPARTMENT OF HUMAN SERVICES' SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973

ADDENDUM VII - DRUG-FREE WORKPLACE POLICY

ADDENDUM VIII - DRUG FREE WORKPLACE POLICY CONTRACTOR CERTIFICATE OF COMPLIANCE

ADDENDUM IX - SUBCONTRACTOR COMPLIANCE

ADDENDUM X - CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

ADDENDUM XI - INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

ADDENDUM XII - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

ADDENDUM XIII - LIQUIDATED DAMAGES

ADDENDUM XIV - EQUAL EMPLOYMENT OPPORTUNITY

ADDENDUM XV - BYRD ANTI-LOBBYING AMENDMENT

ADDENDUM XVI - BID PROPOSAL

ADDENDUM XVII - CORE STAFF POSITIONS

ADDENDUM XVIII - FEDERAL SUBAWARD REPORTING

ADDENDUM XIX - BUSINESS ASSOCIATE AGREEMENT

ADDENDUM XX - INFORMATION SECURITY REQUIREMENTS

DRAFT

ADDENDUM I

**REQUEST FOR PROPOSAL /
SCOPE OF WORK**

DRAFT

ADDENDUM II

BUDGET

DRAFT

ADDENDUM III

**PAYMENTS AND REPORTS
SCHEDULE**

DRAFT

ADDENDUM IV

FISCAL ASSURANCES

1. The 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.
2. The Contractor assures a system of adequate internal control will be implemented to ensure a separation of duties in all cash transactions.
3. The Contractor assures the existence of an audit trail which includes: cancelled checks, voucher authorization, invoices, receiving reports, and time distribution reports.
4. The Contractor assures a separate subsidiary ledger of equipment and property will be maintained.
5. The 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.
6. The Contractor assures insurance coverage is in effect in the following categories: bonding, vehicles, fire and theft, and liability.
7. The following Federal requirements shall apply pursuant to OMB Guidance for Grants and Agreements. Where applicable:
 - Subpart A - Acronyms and Definitions (200.0 – 200.99)
 - Subpart B – General Provisions (200.100 – 200.113)
 - Subpart C – Pre-Federal Award Requirements and Contents of Federal Awards (200.200 – 200.211)
 - Subpart D – Post Federal Award (200.300 – 200.345)
 - Subpart E – Cost Principles (200.400 – 200.475)
 - Subpart F – Audit Requirements (200.500 – 200.521)
 - All Subsequent Addenda
8. If the Contractor expends Federal awards during the Contractor's particular fiscal year of \$750,000 or more, then 45 CFR § 75.352, et. seq., audits of states, local governments and non-profit organizations shall also apply or if applicable, an audit shall be performed in accordance with "Government Auditing Standards" as published by the Comptroller General of the United States (see Paragraph 24).
9. This Agreement may be funded in whole or in part with Federal funds. If so, the CFDA reference number is _____. The Contractor must review applicable Federal Statutes, regulations, terms and conditions of the Federal Award in accordance with 45 CFR § 75.352.

ADDENDUM V

RHODE ISLAND DEPARTMENT OF HUMAN SERVICES

NOTICE TO STATE OF HUMAN SERVICES' SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Public and private agencies, organizations, institutions, and persons that receive Federal financial assistance through the Rhode Island Department of Human Services (DHS) are subject to the provisions of Title VI of the Civil Rights Act of 1964 and the implementing regulations of the United States Department of Health and Human Services (DHHS), which is located at 45 CFR, Part 80, collectively referred to hereinafter as Title VI. DHS contracts with Contractors include a Contractor's assurance that in compliance with Title VI and the implementing regulations, no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in its programs and activities on the grounds of race, color, or national origin. Additional DHHS guidance is located at 68 FR 47311-02.

DHS reserves its right to at any time review Contractors to assure that they are complying with these requirements. Further, DHS reserves its right to at any time require from Contractors, Sub-Contractors and Vendors that they are also complying with Title VI.

The Contractor shall have policies and procedures in effect, including, a mandatory written compliance plan, which are designed to assure compliance with Title VI. An electronic copy of the service providers written compliance plan and all relevant policies, procedures, workflows and relevant chart of responsible personnel must be available to DHS upon request.

The Contractor's written compliance plan must address the following requirements:

- Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all Title VI standards.
- Designation of a compliance officer who is accountable to the service provider's senior management.
- Effective training and education for the compliance officer and the organization's employees.
- Enforcement of standards through well-publicized guidelines.
- Provision for internal monitoring and auditing.
- Written complaint procedures
- Provision for prompt response to all complaints, detected offenses or lapses, and for development and implementation of corrective action initiatives.

- Provision that all Contractors, Sub-Contractors and Vendors of the service provider execute assurances that said Contractors, Sub-Contractors and Vendors are in compliance with Title VI.

The Contractor must enter into an agreement with each Sub-Contractor or Vendor under which there is the provision to furnish to it, DHHS or DHS on request full and complete information related to Title VI compliance.

The Contractor must submit, within thirty-five (35) days of the date of a request by DHHS or DHS, full and complete information on Title VI compliance by the Contractor and/or any Sub-Contractor or Vendor of the Contractor.

It is the responsibility of each Contractor to acquaint itself with all of the provisions of the Title VI regulations. A copy of the regulations is available upon request from the **Department of Human Services**, 57 Howard Avenue, Cranston, RI 02920; telephone number: (401) 462-2121.

THE REGULATIONS ADDRESS THE FOLLOWING TOPICS:

SECTION:

80.1	PURPOSE
80.2	APPLICATION OF THIS REGULATION
80.3	DISCRIMINATION PROHIBITED
80.4	ASSURANCES REQUIRED
80.5	ILLUSTRATIVE APPLICATION
80.6	COMPLIANCE INFORMATION
80.7	CONDUCT OF INVESTIGATIONS
80.8	PROCEDURE FOR EFFECTING COMPLIANCE
80.9	HEARINGS
80.10	DECISIONS AND NOTICES
80.11	JUDICIAL REVIEW
80.12	EFFECT ON OTHER REGULATIONS; FORMS AND INSTRUCTIONS
80.13	DEFINITION

ADDENDUM VI

RHODE ISLAND DEPARTMENT OF HUMAN SERVICES

NOTICE TO RHODE ISLAND DEPARTMENT OF HUMAN SERVICES' CONTRACTORS OF THEIR RESPONSIBILITIES UNDER SECTION USC 504 OF THE REHABILITATION ACT OF 1973

Public and private agencies, organizations, institutions, and persons that receive Federal financial assistance through the **Rhode Island Department of Human Services (DHS)** are subject to the provisions of Section 504 of the Rehabilitation Act of 1973 and the Implementing Regulations of the United States Department of Health and Human Services (DHHS), which are located at 45 CFR, part 84 hereinafter collectively referred to as Section 504. DHS contracts with service providers include the provider's assurance that it will comply with Section 504 of the regulations, which prohibits discrimination against handicapped persons in providing health, welfare, or other social services or benefits.

The Contractor shall have policies and procedures in effect, including, a mandatory written compliance plan, which are designed to assure compliance with Section 504. An electronic copy of the Contractor's written compliance plan and all relevant policies, procedures, workflows and relevant chart of responsible personnel must be available to DHS upon request.

The Contractor's written compliance plan must address the following requirements:

- ❑ Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all Section 504 standards.
- ❑ Designation of a compliance officer who is accountable to the service provider's senior management.
- ❑ Effective training and education for the compliance officer and the organization's employees.
- ❑ Enforcement of standards through well-publicized guidelines.
- ❑ Provision for internal monitoring and auditing.
- ❑ Written complaint procedures
- ❑ Provision for prompt response to all complaints, detected offenses or lapses, and for development and implementation of corrective action initiatives.
- ❑ Provision that all Contractors, Sub-Contractors and Vendors of the service provider execute assurances that said Contractors, Sub-Contractors and Vendors are in compliance with Section 504.

The Contractor must enter into an agreement with each Sub-Contractor or Vendor under which there is the provision to furnish to the contractor, DHHS or DHS on request full and complete information related to Section 504 compliance.

The contractor must submit, within thirty-five (35) days of the date of a request by DHHS or DHS, full and complete information on Section 504 compliance by the Contractor and/or any Sub-Contractor or Vendor of the contractor.

It is the responsibility of each Contractor to acquaint itself with all of the provisions of the Section 504 regulations. A copy of the regulations, together with an August 14, 1978 Policy Interpretation of General Interest to Providers of Health, Welfare, or Other Social Services or Benefits, is available upon request from the **Department of Human Services**, 57 Howard Avenue, Cranston, RI 02920; telephone number (401) 462-2121.

Contractors should pay particular attention to subparts A, B, C, and F of the regulations which pertain to the following:

SUBPART A - GENERAL PROVISIONS

SECTION:

- 84.1 PURPOSE
- 84.2 APPLICATION
- 84.3 DEFINITIONS
- 84.4 DISCRIMINATION PROHIBITED
- 84.5 ASSURANCE REQUIRED
- 84.6 REMEDIAL ACTION, VOLUNTARY ACTION, AND SELF-EVALUATION
- 84.7 DESIGNATION OF RESPONSIBLE EMPLOYEE AND ADOPTION OF GRIEVANCE PROCEDURES
- 84.8 NOTICE
- 84.9 ADMINISTRATIVE REQUIREMENTS FOR SMALL RECIPIENTS
- 84.10 EFFECT OF STATE OR LOCAL LAW OR OTHER REQUIREMENTS AND EFFECT OF EMPLOYMENT OPPORTUNITIES

SUBPART B - EMPLOYMENT PRACTICES

SECTION:

- 84.11 DISCRIMINATION PROHIBITED
- 84.12 REASONABLE ACCOMMODATION
- 84.13 EMPLOYMENT CRITERIA
- 84.14 PREEMPLOYMENT INQUIRIES
- 84.15 - 84.20 (RESERVED)

SUBPART C - ACCESSIBILITY

SECTION:

- 84.21 DISCRIMINATION PROHIBITED
- 84.22 EXISTING FACILITIES
- 84.23 NEW CONSTRUCTION
- 84.24 - 84.30 (RESERVED)

SUBPART F - HEALTH, WELFARE, AND SOCIAL SERVICES

SECTION:

- 84.51 APPLICATION OF THIS SUBPART
- 84.52 HEALTH, WELFARE, AND OTHER SOCIAL SERVICES
- 84.53 DRUG AND ALCOHOL ADDICTS
- 84.54 EDUCATION AND INSTITUTIONALIZED PERSONS
- 84.55 PROCEDURES RELATING TO HEALTH CARE FOR

HANDICAPPED INFANTS
84.56 – 84.60 (RESERVED)

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ADDENDUM VII

DRUG-FREE WORKPLACE POLICY

Drug use and abuse at the workplace or while on duty are subjects of immediate concern in our society. These problems are extremely complex and ones for which there are no easy solutions. From a safety perspective, the users of drugs may impair the well-being of all employees, the public at large, and result in damage to property. Therefore, it is the policy of the State that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace. Any employee(s) violating this policy will be subject to discipline up to and including termination. An employee may also be discharged or otherwise disciplined for a conviction involving illicit drug use, regardless of whether the employee's conduct was detected within employment hours or whether his/her actions were connected in any way with his or her employment. The specifics of this policy are as follows:

1. Any unauthorized employee who gives or in any way transfers a controlled substance to another person or sells or manufactures a controlled substance while on duty, regardless of whether the employee is on or off the premises of the employer will be subject to discipline up to and including termination.
2. The term "controlled substance" means any drugs listed in 21 USC, Section 812 and other Federal regulations. Generally, all illegal drugs and substances are included, such as marijuana, heroin, morphine, cocaine, codeine or opium additives, LSD, DMT, STP, amphetamines, methamphetamines, and barbiturates.
3. Each employee is required by law to inform the agency within five (5) days after he/she is convicted for violation of any federal or State criminal drug statute. A conviction means a finding of guilt (including a plea of nolo contendere) or the imposition of a sentence by a judge or jury in any Federal or State Court.
4. The employer (the hiring authority) will be responsible for reporting conviction(s) to the appropriate Federal granting source within ten (10) days after receiving notice from the employee or otherwise receives actual notice of such conviction(s). All conviction(s) must be reported in writing to the Office of Personnel Administration (OPA) within the same time frame.
5. If an employee is convicted of violating any criminal drug statute while on duty, he/ she will be subject to discipline up to and including termination. Conviction(s) while off duty may result in discipline or discharge.
6. The State encourages any employee with a drug abuse problem to seek assistance from the Rhode Island Employee Assistance Program (RIEAP). Your Personnel Officer has more information on RIEAP.
7. The law requires all employees to abide by this policy.

ADDENDUM VIII

**DRUG-FREE WORKPLACE POLICY
CONTRACTOR CERTIFICATE OF COMPLIANCE**

I, _____, (Name) _____ (Title) _____ (Contractor Name), a contractor doing business with the State of Rhode Island, hereby acknowledge that I have received a copy of the State's policy regarding the maintenance of a **Drug-Free Workplace**. I have been informed that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance (to include but not limited to such drugs as marijuana, heroin, cocaine, PCP, and crack, and may also include legal drugs which may be prescribed by a licensed physician if they are abused), is prohibited on the State's premises or while conducting State business. I acknowledge that my employees must report for work in a fit condition to perform their duties.

As a condition for contracting with the State, as a result of the Federal Omnibus Drug Act, I will require my employees to abide by the State's policy. Further, I recognize that any violation of this policy may result in termination of the Agreement.

SIGNATURE:

TITLE:

DATE:

ADDENDUM IX

SUBCONTRACTOR COMPLIANCE

I, _____ (Name), _____ (Title), _____ (Contractor Name), a contractor doing business with the State of Rhode Island, hereby certify that all approved subcontractors performing services pursuant to this Agreement will have executed written contracts with (**CONTRACTOR NAME**). All such contracts shall contain language identical to the following provisions of this Agreement as follows:

PAR. 12. CONTRACTOR’S LIABILITY/INDEMNIFICATION

PAR. 13. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

PAR. 18. FEDERAL FUNDING PROVISIONS

SIGNATURE:

TITLE:

DATE:

ADDENDUM X

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part c - Environmental Tobacco Smoke (20 U.S.C.A. § 6081-6084), also known as the Pro-Children Act of 1994 (**Act**), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Any failure to comply with a prohibition in this section shall be a violation of this section and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty in an amount not to exceed \$1,000 for each violation, or may be subject to an administrative compliance order, or both, as determined by the Director. Each day a violation continues shall constitute a separate violation. In the case of any civil penalty under this section, the total amount shall not exceed the amount of Federal funds received by such person for the fiscal year in which the continuing violations occurred.

By signing and submitting this application the applicant/contractor certifies that it will comply with the requirements of the Act. The applicant/contractor further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-contractors shall certify accordingly.

SIGNATURE:

TITLE:

DATE:

ADDENDUM XI

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

PRIMARY COVERED TRANSACTIONS

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the State's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the State determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the State. The State may terminate this transaction for cause or default.
3. The prospective primary participant shall provide immediate written notice to the State if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the State.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled certification regarding debarment, suspension, ineligibility and voluntary exclusion - lower tier covered transactions, provided by the State, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-procurement list (of excluded parties).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by as prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the State may terminate this transaction for cause of default.

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ADDENDUM XII

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**

The contractor, as the primary participant, certifies to the best of the contractor’s knowledge and belief, that the contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal State or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

SIGNATURE:

TITLE:

DATE:

ADDENDUM XIII

LIQUIDATED DAMAGES

The prospective primary participant contractor agrees that time is of the essence in the performance of certain designated portions of this contract. The State and the contractor agree that in the event of a failure to meet the milestones and project deliverable dates or any standard of performance within the time set forth in the State 's bid proposal and the contractor's proposal response (Addendum XVI), damage shall be sustained by the State and that it may be impractical and extremely difficult to ascertain and determine the actual damages which the State will sustain by reason of such failure. It is therefore agreed that State, at its sole option, may require the contractor to pay liquidated damages for such failures with the following provisions:

1. Where the failure is the sole and exclusive fault of the State, no liquidated damages shall be imposed. To the extent that each party is responsible for the failure, liquidated damages shall be reduced by the apportioned share of such responsibility.
2. For any failure by the contractor to meet any performance standard, milestone or project deliverable, the State may require the contractor to pay liquidated damages in the amount(s) and as set forth in the State's general conditions of purchase as described particularly in the LOI, RFP, RFQ, or scope of work, however, any liquidated damages assessed by the State shall not exceed **10%** of the total amount of any such month's invoice in which the liquidated damages are assessed and shall not in the aggregate, over the life of the Agreement, exceed the total contract value.

Written notification of failure to meet a performance requirement shall be given by the State 's project officer to the contractor's project officer. The contractor shall have a reasonable period designated by the State from the date of receipt of written notification. If the failure is not materially resolved within this period, liquidated damages may be imposed retroactively to the date of expected delivery.

In the event that liquidated damages have been imposed and retained by the State, any such damages shall be refunded, provided that the entire system takeover has been accomplished and approved by the State according to the original schedule detailed in the contractor's proposal response included in this contract (Addendum XVI) as modified by mutually agreed upon change orders.

To the extent liquidated damages have been assessed, such damages shall be the sole monetary remedy available to the State for such failure. This does not preclude the State from taking other legal action.

ADDENDUM XIV

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated equally during employment, without regard to their race, color, religion, sex, age, national origin, or physical or mental disability.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor shall, in all solicitations or advertising for employees placed by or on behalf of the contractor relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability.
3. The Contractor shall inform the contracting State's equal employment opportunity coordinator of any discrimination complaints brought to an external regulatory body (RI Ethics Commission, RI State of Administration, US DHHS Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
4. The Contractor shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
5. Contractors and subcontractors with agreements in excess of \$50,000 shall also pursue in good faith affirmative action programs.
6. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ADDENDUM XV

BYRD ANTI-LOBBYING AMENDMENT

No Federal or State appropriated funds shall be expended by the contractor for influencing or attempting to influence an officer or employee of any agency, a member of congress or State Legislature, an officer or employee of congress or State legislature, or an employee of a member of congress or State legislature in connection with any of the following covered actions: the awarding of any agreement; the making of any grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any agreement, grant, or cooperative agreement. Signing this Agreement fulfills the requirement that contractors receiving over \$100,000 in Federal or State funds file with the State on this provision.

If any Non-Federal or State Funds have been or will be paid to any person in connection with any of the covered actions in this provision, the Contractor shall complete and submit a "Disclosure of Lobbying Activities" form.

The Contractor must certify compliance with all terms of the Byrd Anti-Lobbying Amendment (31 U.S.C 1352) as published in the Federal Register May 27, 2003, Volume 68, Number 101.

The Contractor hereby certifies that it will comply with Byrd Anti-Lobbying Amendment provisions as defined in 45 CFR Part 93 and as amended from time to time.

SIGNATURE:

TITLE:

DATE:

ADDENDUM XVI

BID PROPOSAL

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ADDENDUM XVII

CORE STAFF POSITIONS

State's Project Officer:

State's Financial Officer:

Contractor's Project Officer:

Contractor's Financial Officer:

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ADDENDUM XVIII

FEDERAL SUBAWARD REPORTING FFATA FORM

See Attached RI Office of Management and Budget, Sub-Award Reporting Worksheet

Directions:

For contracts awarding more than \$25,000 in FEDERAL funds, include Transparency Act Questionnaire for agency to complete and return.

If award is not for Federal funds, or is for less than \$25,000, enter “Reserved” under the above heading, and no questionnaire should be provided.

IMPORTANT ITEMS TO NOTE ABOUT NEW REQUIREMENT

The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252) requires the Office of Management and Budget (OMB) to maintain a single, searchable website that contains current information on all Federal spending awards. That site is at www.USASpending.gov.

- Includes both mandatory and discretionary grants
- Do not include grants funded by the Recovery Act (ARRA)
- For more information about Federal Spending Transparency, refer to <http://www.whitehouse.gov/omb/open>
- If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award will be subject to the reporting requirements, as of the date the award exceeds \$25,000
- If the initial award equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the award continues to be subject to the reporting requirements of the Transparency ACT and this Guidance

**Rhode Island Office of Management & Budget
Sub-Award Reporting Worksheet**

Rev. 06-2014

Please type or print clearly in black or blue ink, answer all questions, and sign and date the form.

Section 1: State Agency and Federal Award Information											
Agency Contact Name				Agency Contact Telephone							
Sub-Award Program Name				Agency Contact Email							
Sub-Award Program Description											
Federal Award Information											
Federal Program Name				Federal Awarding Agency							
Federal Award Number				Date of Federal Award							
Award Type				CFDA Number							
Prime Agency DUNS +4								Amount Obligated from this Award			
Is sub-award funded by more than one federal award?								Yes*		No	

* If yes, use Attachment 1-A to provide information on additional federal awards funding this sub-award.

Section 2: Sub-Awardee Information											
Sub-Awardee DUNS+4								System for Award Management Registration Expiration Date (if applicable)			
Sub-Awardee Name (as registered in DUNS)											
Sub-Awardee Address (as registered in DUNS)						Sub-Award Principal Place of Performance (where work performed)					
Number and Street						Number and Street					
City						City					
State						State					
ZIP+4						ZIP+4					
Executive Compensation† (to be completed by sub-awardee)											
In preceding fiscal year, did federal funds from all sources make up more than 80% of agency budget? If no, stop. Do not report executive compensation. Proceed to Sub-Awardee Certification.								Yes		No	
In preceding fiscal year, did your agency receive more than \$25 million in federal funds? If no, stop. Do not report executive compensation. Proceed to Sub-Awardee Certification.								Yes		No	
Is information about the compensation of the senior executives in the sub-recipient's organization (including parent organization, all branches, and all affiliates worldwide) publicly available? If no, report executive compensation for five highest paid officials below.								Yes		No	
1. Official Name								Compensation Amount			

2. Official Name		Compensation Amount	
3. Official Name		Compensation Amount	
4. Official Name		Compensation Amount	
5. Official Name		Compensation Amount	

† See Federal Register Volume 75, No. 177, Appendix A, Paragraph E5 for guidance on reporting executive compensation.

Sub-Awardee Certification

I certify, to the best of my knowledge and belief, that the information provided is complete and accurate, and that I am authorized to sign contracts and other legally binding documents on behalf of the entity. I understand that my typed name below shall have the same force and effect as my written signature.

Signature

Title of Signatory

Date

Section 3: Sub-Award Information (for State agency administrative purposes only)					
Sub-Award		Sub-Award		FFATA Report	
Amendment 1 Obligation		Amendment 1		FFATA Report	
Amendment 2 Obligation		Amendment 2		FFATA Report	

ADDENDUM XIX

BUSINESS ASSOCIATE AGREEMENT ADDENDUM

Except as otherwise provided in this Business Associate Agreement Addendum, (INSERT AGENCY OR VENDOR NAME), (hereinafter referred to as “Business Associate”), may use, access or disclose Protected Health Information to perform functions, activities or services for or on behalf of the State of Rhode Island, (EOHHS/BHDDH/DHS/DOH/DCYF/DEA/DVA(PICK AS APPROPRIATE)) (hereinafter referred to as the “Covered Entity”), as specified herein and the attached Agreement between the Business Associate and the Covered Entity (hereinafter referred to as “the Agreement”), which this addendum supplements and is made part of, provided such use, access, or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 USC 1320d et seq., and its implementing regulations including, but not limited to, 45 CFR, parts 160, 162 and 164, hereinafter referred to as the Privacy and Security Rules and patient confidentiality regulations, and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (HITECH Act) and any regulations adopted or to be adopted pursuant to the HITECH Act that relate to the obligations of business associates, Rhode Island Mental Health Law, R.I. General Laws Chapter 40.1-5-26, and Confidentiality of Health Care Communications and Information Act, R.I. General Laws Chapter 5-37.3-1 *et seq.* Business Associate recognizes and agrees it is obligated by law to meet the applicable provisions of the HITECH Act.

1. Definitions:

A. Generally:

- (1) Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 160.103, 164.103, and 164.304, 134.402, 164.410, 164.501 and 164.502.
- (2) The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA, the Privacy and Security Rules and the HITECH Act: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific:

- (1) "Addendum" means this Business Associate Agreement Addendum.
- (2) "Agreement" means the contractual Agreement by and between the State of Rhode Island, (EOHHS/BHDDH/DHS/DOH/DCYF/DEA/DVA(PICK AS APPROPRIATE)) and Business Associate, awarded pursuant to State of Rhode Island’s Purchasing Law (Chapter 37-2 of the Rhode Island General Laws) and Rhode Island Department of Administration, Division of

Purchases, Purchasing Rules, Regulations, and General Conditions of Purchasing.

C. "Business Associate" generally has the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Business Associate].

D. "Client/Patient" means Covered Entity funded person who is a recipient and/or the client or patient of the Business Associate.

E. "Covered Entity" generally has the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Covered Entity].

F. "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed or consulted by authorized health care clinicians and staff.

G. "Electronic Protected Health Information" or "Electronic PHI" means PHI that is transmitted by or maintained in electronic media as defined in the HIPA Security Regulations.

H. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

I. "HIPAA Privacy Rule" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the privacy of Protected Health Information including, the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

J. "HITECH Act" means the privacy, security and security Breach notification provisions applicable to Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act, which is Title XII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, and any regulations promulgated thereunder and as amended from time to time.

K. "Secured PHI" means PHI that was rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technologies or methodologies specified under or pursuant to Section 13402 (h)(2) of the HITECH Act under ARRA.

L. "Security Incident" means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information.

M. "Security Rule" means the Standards for the security of Electronic Protected Health Information found at 45 CFR Parts 160 and 162, and Part 164, Subparts A and C. The application of Security provisions Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of

Federal Regulations shall apply to Business Associate of Covered Entity in the same manner that such sections apply to the Covered Entity.

N. "Suspected breach" is a suspected acquisition, access, use or disclosure of protected health information ("PHI") in violation of HIPPA privacy rules, as referenced above, that compromises the security or privacy of PHI.

O. "Unsecured PHI" means PHI that is not secured, as defined in this section, through the use of a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services.

2. Obligations and Activities of Business Associate.

- A. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as required by Law, provided such use or disclosure would also be permissible by law by Covered Entity.
- B. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. Business Associate agrees to implement Administrative Safeguards, Physical Safeguards and Technical Safeguards ("Safeguards") that reasonably and appropriately protect the confidentiality, integrity and availability of PHI as required by the "Security Rule."
- C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- D. Business Associate agrees to report to Covered Entity by telephone call plus e-mail, web form, or fax the discovery of any use or disclosure of the PHI not provided for by this Agreement, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware, within one (1) hour and in no case later than forty-eight (48) hours of the breach and/or Security Incident.
- E. Business Associate agrees to ensure that any agent, including a subcontractor or vendor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information through a contractual arrangement that complies with 45 C.F.R. § 164.314.
- F. Business Associate agrees to provide paper or electronic access, at the request of Covered Entity and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. If the

Individual requests an electronic copy of the information, Business Associate must provide Covered Entity with the information requested in the electronic form and format requested by the Individual and/or Covered Entity if it is readily producible in such form and format; or, if not, in a readable electronic form and format as requested by Covered Entity.

- G. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity. If Business Associate receives a request for amendment to PHI directly from an Individual, Business Associate shall notify Covered Entity upon receipt of such request.
- H. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for the purposes of the Secretary determining compliance with the Privacy Rule and Security Rule.
- I. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.
- J. Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures for PHI in accordance with 45 §C.F.R. 164.528.
- K. If Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information (as defined in 45 C.F.R. § 164.402) for Covered Entity, it shall, following the discovery of a breach of such information, notify Covered Entity by telephone call plus e-mail, web form, or fax upon the discovery of any breach of within one (1) hour and in no case later than forty-eight (48) hours after discovery of the breach and/or Security Incident. Such notice shall include: a) the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired or disclosed during such breach; b) a brief description of what happened, including the date of the breach and discovery of the breach; c) a description of the type of Unsecured PHI that was involved in the breach; d) a description of the investigation into the breach, mitigation of harm to the individuals and protection against further breaches; e) the results of any and all investigation performed by Business Associate related to the breach; and f)

contact information of the most knowledgeable individual for Covered Entity to contact relating to the breach and its investigation into the breach.

- L. To the extent the Business Associate is carrying out an obligation of the Covered Entity's under the Privacy Rule, the Business Associate must comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligation.
- M. Business Associate agrees that it will not receive remuneration directly or indirectly in exchange for PHI without authorization unless an exception under 45 C.F.R. §164.502(a)(5)(ii)(B)(2) applies.
- N. Business Associate agrees that it will not receive remuneration for certain communications that fall within the exceptions to the definition of Marketing under 45 C.F.R. §164.501, unless permitted by 45 C.F.R. §164.508(a)(3)(A)-(B).
- O. If applicable, Business Associate agrees that it will not use or disclose genetic information for underwriting purposes, as that term is defined in 45 C.F.R. § 164.502.
- P. Business Associate hereby agrees to comply with state laws and rules and regulations applicable to PHI and personal information of individuals' information it receives from Covered Entity during the term of the Agreement.
 - i. Business Associate agrees to: (a) implement and maintain appropriate physical, technical and administrative security measures for the protection of personal information as required by any state law and rules and regulations; including, but not limited to: (i) encrypting all transmitted records and files containing personal information that will travel across public networks, and encryption of all data containing personal information to be transmitted wirelessly; (ii) prohibiting the transfer of personal information to any portable device unless such transfer has been approved in advance; and (iii) encrypting any personal information to be transferred to a portable device; and (b) implement and maintain a Written Information Security Program as required by any state law as applicable.
 - ii. The safeguards set forth in this Agreement shall apply equally to PHI, confidential and "personal information." Personal information means an individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "personal information" shall not include information that is lawfully obtained from publicly available information, or from federal,

state or local government records lawfully made available to the general public.

3. Permitted Uses and Disclosures by Business Associate.

- a. Except as otherwise limited to this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Service Arrangement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity required by 45 C.F.R. §164.514(d).
- b. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504 (e)(2)(i)(B).
- e. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).

4. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R.

§164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, provided that, to the extent permitted by the Service Arrangement, Business Associate may use or disclose PHI for Business Associate's Data Aggregation activities or proper management and administrative activities.

6. Term and Termination.

- a. The term of this Agreement shall begin as of the effective date of the Service Arrangement and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Section.
- b. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Service Arrangement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.
 - ii. Immediately terminate this Agreement and the Service arrangement if Business Associate has breached a material term of this Agreement and cure is not possible.
- c. Except as provided in paragraph (d) of this Section, upon any termination or expiration of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall ensure that its subcontractors or vendors return or destroy any of Covered Entity's PHI received from Business Associate.
- d. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written

notification of the conditions that make return or destruction infeasible. Such written notice must be provided to the Covered Entity no later than sixty (60) days prior to the expiration of this Agreement. Upon Covered Entity's written agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. This provision regarding written notification shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.

7. Miscellaneous.

- a. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- b. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the Privacy and Security Rules and HITECH.
- c. The respective rights and obligations of Business Associate under Section 6 (c) and (d) of this Agreement shall survive the termination of this Agreement.
- d. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA and HITECH.
- e. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- f. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person other than Covered Entity, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.
- g. Modification of the terms of this Agreement shall not be effective or binding upon the parties unless and until such modification is committed to writing and executed by the parties hereto.
- h. This Agreement shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.
- i. Should any provision of this Agreement be found unenforceable, it shall be deemed severable and the balance of the Agreement shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.

- j. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the State of Rhode Island, including all matters of construction, validity and performance.
- k. All notices and communications required or permitted to be given hereunder shall be sent by certified or regular mail, addressed to the other part as its respective address as shown on the signature page, or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.
- l. This Agreement, including such portions as are incorporated by reference herein, constitutes the entire agreement by, between and among the parties, and such parties acknowledge by their signature hereto that they do not rely upon any representations or undertakings by any person or party, past or future, not expressly set forth in writing herein.
- m. Business Associate shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Business Associate and its employees, agents, representatives or subcontractors against any and all claims or claims for damages arising under this Business Associate Agreement and such insurance coverage shall apply to all services provided by Business Associate or its agents or subcontractors pursuant to this Business Associate Agreement. Business Associate shall indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs and other expenses (including but not limited to, reasonable attorneys' fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to prevent or remedy possible identity theft, financial harm, reputational harm, or any other claims of harm related to a breach) incurred as a result of, or arising directly or indirectly out of or in connection with any acts or omissions of Business Associate, its employees, agents, representatives or subcontractors, under this Business Associate Agreement, including, but not limited to, negligent or intentional acts or omissions. This provision shall survive termination of this Agreement.

8. Acknowledgment.

The undersigned affirms that he/she is a duly authorized representative of the Business Associate for which he/she is signing and has the authority to execute this Addendum on behalf of the Business Associate.

SIGNATURES ON NEXT PAGE

Acknowledged and agreed to by:

INSERT AGENCY NAME:

DIRECTOR
(EOHHS/BHDDH/DHS/DOH/DCYF/
DEA/DVA(PICK AS APPROPRIATE))

AUTHORIZED AGENT
TITLE: _____

Printed Name

Printed Name

Date

Date

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ADDENDUM XX

INFORMATION SECURITY REQUIREMENTS

1. Contractor must have a mature Information Security (“IS”) program that is consistent with an industry recognized framework, such as ISO 27001, COBIT, NIST, etc. When applicable, Contractor will comply with the PCI DSS standards. Confidential information should be handled and processed by Contractor in accordance with the applicable information security framework(s), in addition to any other requirements specifically set forth in the Agreement. Key security controls that the State expects to exist as part of a mature IS program include, but are not limited to the following:
 - a. Contractor shall maintain an IS office or function, with staff designated to maintain Contractor’s IS program and to perform IS risk management.
 - b. Contractor’s IS policies and standards must be reviewed and assessed for relevance on a periodic but regular basis, and updated as appropriate.
 - c. All Contractor personnel or contract resources with access to sensitive data supplied by or in support of the State are expected to have removable media controls in place to guard against lost or stolen devices. Types of removable media include but are not limited to: CD/DVD, USB flash drives, smart phones, portable hard drives, and solid-state drives (i.e., electronic media with no mechanic parts).
 - d. Contractor will follow industry standards, including those pertaining to encryption, when transmitting or transporting the State confidential information.
 - e. Contractor will use hard drive encryption on all laptops on which the State Confidential information is stored and/or accessed by Contractor personnel. Contractor shall utilize commercially reasonable encryption methods in accordance with industry best practices.
 - f. Contractor is expected to have secure application development practices deployed to ensure that all software written by or on behalf of Contractor and utilized by the State will have been assessed for vulnerabilities using a combination of manual and automated methods prior to delivery to the State. Vulnerabilities will be corrected before being released into production. At a minimum, all critical and high level risks as defined by OWASP Top 10 and SANS Top 20 are expected to have been addressed

prior to being used in production for use by or on behalf of the State. In circumstances where vulnerabilities cannot be remedied prior to being transitioned into production, Contractor will collaborate with the State to determine a mutually agreeable remediation schedule.

- g. Contractor is expected to have a mature change management program. Contractor will perform risk assessments after any major infrastructure or application change that may affect systems or services supporting the State. Risk assessments are not limited to vulnerability and/or application penetration testing. For example, risk assessments may also include a threat assessment after major network architecture changes. An infrastructure change must be carefully reviewed and understood to determine whether any unanticipated risks have emerged. Risks categorized as critical, high or medium should not be permitted into production. In circumstances where risks cannot be addressed prior to an infrastructure change being transitioned into production, Contractor will collaborate with the State to determine a mutually agreeable remediation schedule.
 - h. For applications hosted on behalf of the State, Contractor is expected to implement either “two factor authentication” or have the capability to configure the password complexity and configuration of authentication to meet the State’ policy requirements.
 - i. Contractor is expected to perform periodic (at least annually) user access and entitlement reviews of all application and privileged accounts on systems and infrastructure that support the State organization.
2. Contractor shall complete and return to the State within thirty (30) calendar days of receipt, a Third Party Assurance (TPA) Questionnaire. The TPA Questionnaire will be furnished by the State and/or a State representative during the term of this Agreement. Control deficiencies identified as a result of this effort will be corrected or otherwise mitigated. Contractor and the State representatives will collaborate in good faith to address identified control deficiencies within a reasonable schedule.
3. Contractor will permit the State staff and/or its authorized representatives to conduct annual site visits of Contractor’s facilities. The State will provide Contractor reasonable notice of at least ten (10) business days prior to the visit. The site visits will validate that Contractor’s security program meets environmental and IS program control expectations. The expectations of the on-

site visit include a tour of Contractor's facilities, including data center, meetings with security, risk and technical professionals, review of documentation, policies, procedures, and other evidence of a mature IS control environment. Control deficiencies identified as a result of this effort will be corrected or otherwise mitigated. Contractor and the State representatives will collaborate in good faith to address identified control deficiencies within a reasonable schedule.

4. Contractor shall maintain access and usage logs consistent with industry standards, which shall be made available for inspection if required for regulatory purposes or as a result of a security incident that impacts the State.
5. Contractor is expected to have a third party assurance program to validate the IS control environment of its third party vendors/service providers (both domestic and foreign-based) and ensure they have a comparable IS program to protect the State confidential information in accordance with the expectations outlined in this Agreement.
6. The State must agree in writing via a Change Control Document or similar instrument to any change of country location from where Services are being provided in order to validate that the State's IS control expectations are being met. Contractor must allow the State a one hundred eighty (180) day time frame to assess the risk and perform an on-site visit (if necessary) to validate the maturity of the control environment of the new location as well as any country specific risks introduced by the location change.
7. All internet-facing systems servicing the State or its customers or employees (or their respective customers or employees) must be protected in a layered (defense in depth) network security architecture, including but not limited to the use of current virus definitions, firewalls, DMZs, IDS/IPS sensors, and malware detection and follow a repeatable patching process. Network diagrams of internet-facing systems or high-level diagrams supporting the State are expected to be made available upon request.
8. Contractor must ensure that all the State confidential information which is no longer required by Contractor to perform its obligations or exercise its rights under this Agreement is securely erased or destroyed in such a manner that such confidential information is rendered unrecoverable. As part of such requirement, any data processing equipment which is surplus to Contractor's

requirements and which has held the State confidential information (e.g. USB flash drives, external hard drives, computer and laptop hard drives, photocopy machines, or solid-state drives (i.e., electronic media with no mechanic parts)) must only be re-used or disposed of following the secure erasure or destruction of all such confidential information, and where this occurs, it must be evidenced in writing.

9. On a monthly basis, Contractor or its authorized representatives must perform vulnerability scans of any externally-facing system (application and/or infrastructure) that supports the State, its Affiliates, customers or employees (a “**System**”). Alternatively, if the Contractor is unable to perform the required monthly vulnerability scans it must permit the State and/or its authorized representatives to perform such scans. If the scans are performed by Contractor or its authorized representatives, the State will be provided with an executive summary of all findings. In either scenario, both parties will collaborate and mutually agree on the remediation schedule to address vulnerabilities in a reasonable period of time.
10. On an annual basis, and immediately following any major System changes, Contractor must perform an application penetration test on all affected Systems in accordance with industry best practices. Contractor is expected to provide the State with the full, original, and unaltered initial test results as well as the validation test reports for each affected System. These should be the most recent reports available and include details regarding scope, methodology, and confirmation that the Systems were included in the testing. Vulnerabilities identified as part of a penetration test, must be remediated per the following schedule:

Critical Vulnerabilities: 5 business days

High Risk Vulnerabilities: 10 business days

Medium Risk Vulnerabilities: 30 calendar days

Low Risk Vulnerabilities: 60 calendar days

Note: In extenuating circumstances, when the remediation schedule cannot be accommodated, Contractor and the State representatives will collaborate in good faith to address identified control deficiencies within a reasonable schedule.

11. If applicable, modifications or repairs made to critical data fields for payment transactions such as account, beneficiary or amount of a payment transaction must have technically enforced segregation controls.

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APPENDIX E: Conflict of Interest Certification Form.

Due to the inherent conflict of interest, vendors, parent corporations, subsidiaries, and subcontractors of vendors must not have any contractual, financial, business or beneficial interest with the current implementation and maintenance and operations vendor for RI Bridges (Deloitte Consulting LLP) and will not be considered under this RFP unless they certify that no such conflict exists with their Proposal as follows:

I hereby certify that the following statements are true, accurate, and based upon personal knowledge:

Under the authority of [Insert VendorName], I confirm that [Insert Vendor, parent corporation, subsidiary, and proposed subcontractors, as applicable] has/have no contractual, financial, business or beneficial interest (“Conflict of Interest”) with the current implementation and maintenance and operations vendor for RI Bridges (Deloitte Consulting LLP).

In the event a Conflict of Interest arises during the pendency of this RFP evaluation, I certify that I will provide prompt notice to the Division of Purchases and will be disqualified from further evaluation.

Signature/Date