



Solicitation Information
August 27, 2019

RFP# 7598941

TITLE: Operations Management, Support and Professional Services

Submission Deadline: Tuesday, September 24, 2019 @ 11:30 AM Eastern Standard Time (EST)

Questions concerning this solicitation must be received by the Division of Purchases at DOA.PurQuestions10@purchasing.ri.gov no later than **Thursday, September 12, 2019 at 10:00 AM EST**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

Dawn Vittorioso, Buyer II

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

Table of Contents

SECTION 1: INTRODUCTION	3
Instructions and Notifications to Offerors	3
SECTION 2: BACKGROUND	5
SECTION 3: SCOPE OF WORK AND REQUIREMENTS	7
General Scope of Work	7
SECTION 4: PROPOSAL	22
A. Technical Proposal	22
B. Cost Proposal	23
C. ISBE Proposal.....	23
SECTION 5: EVALUATION AND SELECTION	24
SECTION 6: QUESTIONS	25
SECTION 7: PROPOSAL CONTENTS.....	25
SECTION 8: PROPOSAL SUBMISSION	27
SECTION 9: CONCLUDING STATEMENTS	27
APPENDIX A: PROPOSER ISBE RESPONSIBILITIES AND MBE, WBE, AND/OR DISABILITY BUSINESS ENTERPRISE PARTICIPATION FORM.....	28
APPENDIX B: COST FORMS.....	30
APPENDIX C: SAMPLE HSRI KPI REPORT.....	34
APPENDIX D: STATE OF RHODE ISLAND SAMPLE SERVICES AGREEMENT.....	35

SECTION 1: INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the HealthSource RI (HSRI), is soliciting proposals from qualified firms to provide Operations Management and Support Services in support of the Affordable Care Act (ACA) and Rhode Island's State-based Health Insurance Exchange, 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 period will begin approximately February 1, 2020 for two years. Contracts may be renewed for up to three additional 12-month periods based on vendor performance and the availability of funds.

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
14. Eligible Entity - In order to perform the contemplated services related to the Rhode Island Health Benefits Exchange (HealthSourceRI), the vendor hereby certifies that it is an “eligible entity,” as defined by 45 C.F.R. § 155.110, in order to carry out one or more of the responsibilities of a health insurance exchange. The vendor agrees to indemnify and hold the State of Rhode Island harmless for all expenses that are deemed to be unallowable by the Federal government because it is determined that the vendor is not an “eligible entity,” as defined by 45 C.F.R. § 155.110.

SECTION 2: BACKGROUND

Rhode Island’s “No Wrong Door” Approach to Health Coverage

HealthSource RI (HSRI) is Rhode Island’s State Based Marketplace and provides individuals, families and small businesses with access to high-quality, affordable health coverage (termed

“Qualified Health Plans” or QHPs). HSRI opened its doors in 2013 and has since then served as a robust marketplace for Rhode Islanders to shop, compare and purchase a QHP. Customers may also access Advance Premium Tax Credits (APTCs), Premium Tax Credits (PTCs) and Cost Sharing Reductions (CSRs) made available through the Affordable Care Act to make coverage more affordable.

HSRI is known nationally as one of a dozen states who operate a State Based Marketplace (SBM) under the ACA and continues to be one of the most successful in the country. HealthSource RI’s individual and family enrollments were on the rise this year, with over 32,000 customers enrolled. According to Rhode Island’s latest Health Information Survey, just 3.7% of Rhode Islanders were uninsured in 2018.

Rhode Island has sought to integrate the services and supports provided to citizens seeking to enroll in health coverage. This “no wrong door” approach means that anyone seeking to apply for Medicaid or QHP coverage may do so through a single, streamlined application and, where desired, obtain assistance from HSRI’s Contact Center. The HSRI Contact Center is in East Providence, RI and is home to our Call Center and walk-in center as well as our administrative office.

The hours of operations for the HSRI Contact Center are Monday through Friday from 8:00-6:00 pm and are extended during our annual Open Enrollment period. For customers looking to better understand and compare their coverage options, HSRI provides a variety of support channels, including:

- A walk-in center for in person assistance
- A call center
- A self-service website and on-line decision support tools
- 16 Navigator agencies providing in person assistance throughout the State

HSRI offers the following data points to illustrate the volume of customer service performed through its various pathways to assistance:

- 100-230 person Contact Center (at max staffing levels during 3 months of Open Enrollment)
- 2018 call volume: 396,000 calls received
- 2018 walk-in center volume: 26,000 customers
- 2018 issue escalation data: 30,000

Under the ACA, SBM’s are required to operate a Navigator program, one of the critical pathways to support for HSRI customers. Navigators assist prospective and existing enrollees with understanding HSRI’s health coverage options, the availability of APTCs and CSRs; and eligibility for such programs as Medicaid and CHIP.

Navigators are also critical to the supports and services offered to our customers. The ACA requires state-based exchanges to establish a Navigator Program to assist prospective and existing enrollees with understanding the availability of coverage through the Exchange; the availability of advance premium tax credits and cost-sharing subsidies; and eligibility for such programs as Medicaid and the Children’s Health Insurance Program (CHIP).

1. HSRI works with the Rhode Island Health Center Association (RIHCA), our Navigator Program Administrator, to manage 16 community agencies and over 100 Navigators throughout the State. Navigators are based within community agencies

such as health centers and Community Action Partnership (CAP) agencies. HSRI works closely with RIHCA, and the Navigator community to provide training on HSRI's Integrated Eligibility System (IES), policies, health plan options and processes. In 2018 the Navigator community provided health coverage application assistance to 51,249 customers. Navigators attended and provided customer support at outreach and enrollment events held across the State.

In partnership with Medicaid, HSRI proudly offers these services to help Rhode Islanders to enroll in health coverage. Conducting ongoing outreach and providing services throughout the year are critical to this goal, and Rhode Island is committed to continuing the progress it has made towards reducing the rate of uninsured in the state.

HSRI also operates a small business program under the Affordable Care Act. Through the HSRI for Employers program, small businesses with 50 full-time employees or less can enroll in coverage. The small business program provides 1) employers the ability to define their contributions 2) employees their choice of the right plan for their health and budget and 3) brokers with support tools, including the newly launched, user-friendly enrollment portal. The program currently serves over 750 business and 5,000 customers.

The State is seeking to competitively procure through this Request for Proposal (RFP) the services of a qualified health care management consulting organization with experience with Operations and Management Support, business process improvement, training and technical analysis. The consulting organization must have expertise in state and federal health care/health reform policy and show a commitment to excellent customer service. Professional services sought to be resourced through this procurement include core support for the HSRI for Employers program, the marketing and communication team, and other strategic work of the organization. HSRI must meet these needs in a cost-effective manner with strict adherence to its operating budget.

The successful bidder must demonstrate significant expertise in managing initiatives, demonstrating efficiencies and providing strong operations support and other activities as detailed in Section 3, the Scope of Work, detailed below.

SECTION 3: SCOPE OF WORK AND REQUIREMENTS

General Scope of Work

The scope of work is organized into three tasks designed to support HSRI, as it delivers upon its core mission to increase access to quality, affordable health coverage:

1. Operations Management Team
2. Tier Two Customer Issue Escalation and Operations Support
3. Other Professional Services

Each of these three tasks are further detailed in the following sections. While each task is separately and distinctly outlined below, HSRI expects that all tasks will be performed in an integrated and cohesively coordinated manner. In addition, the support being provided under this RFP is expected to be provided in a team structure as outlined in the table below. Bidders may propose new or alternative models for positions required to complete the work outlined in the Section 3, Scope of Work.

Task	Role	Service Area
1	Customer Service Vendor Management	Operations/Customer Service
	Business Process Improvement	Operations/Customer Service
	Content and Training Management	Operations/Customer Service
	Technical Operations	Operations/Technology
	Functional System Design/Application Support	Operations/Technology
	Problem Management	Operations/Technology
	Testing Analyst	Operations/Technology
	Appeals Analyst	Legal
2	Customer Operations and Support Management	Operations/Customer Service
	(4) Issue Escalation Analyst	Operations/Customer Service
	(8) Issue Escalation Specialist	Operations/Customer Service
3	Small Business Operations	HSRI for Employers
	Marketing/Communications	Communications/Marketing
	Social Media Manager/Writer	Communications/Marketing
	Carrier Relations	Strategy
	Small Business Sales Lead	HSRI for Employers
Total FTE	26	

Task 1: Operations Management Team

This Team will work under the direction of the Chief Operating Officer (COO) supporting core HSRI operational functions such as the HSRI Contact Center, the State’s Integrated Eligibility System (IES), the Navigator program. Functional areas of work include, but are not limited to:

Customer Service Vendor Engagement

This role serves as a relationship manager and liaison between the State and its customer service vendors, providing critical relationship management services. The State has engaged two key vendors to support customer service activities, a Call Center with up to 230 representatives, which includes a Walk-In Center, and a Navigator Administrator, who facilitates Community Outreach and Enrollment work for HSRI. This role is responsible for assisting with the oversight of services provided under these two contracts, including ensuring service levels are being met, program updates and information are being passed along to HSRI management, and excellent service is being provided to customers.

Responsibilities of the Customer Service Vendor Manager include, but may not be limited to:

- Acting as liaison for the state with two important vendors, HSRI’s contact center vendor, and Navigator administration vendor, assuring that the vendors have all information necessary to service customers of HSRI including business process documentation, program materials, training, IES access and updates, notices, calendar of events of HSRI’s annual business cycle, etc.;

- Working closely with the customer service vendors to ensure contract compliance, cost-effective operations and continuous improvement;
- Tracking daily, weekly and monthly service level agreements (SLA) and subsequent penalties if not achieved. Reporting to the HSRI COO any issues, concerns or lack of compliance with customer service-related contract agreement;
- Supporting the COO in the annual contract renewal process, including budget, scope of work and review by key stakeholders;
- Meeting regularly with the customer service vendors, review vendor reports, dashboards and call center analytics and to monitor quality, customer behavior, budget status and staffing levels;
- Identifying trends, making recommendations to HSRI on improvements or noting any vendor performance concerns and
- Driving and implementing special projects, quality initiatives, technology advancements, Open Enrollment planning and execution, and other activities to support the continuous improvement and goals of HSRI.

Examples of deliverables expected from the person under this role include: an SLA tracker, management of the annual renewal process and any required amendments within specified state deadlines, weekly meetings with vendors, budget tracking sheets, monthly QA and customer satisfaction assessments on vendors, OEP Project Plans.

Business Process Improvement

This role serves as a liaison between the technology team and service team and will identify and fill the gaps created when the underlying technology of the State's IES does not meet HSRI's business need. This staff member will be charged with the creation and implementation of effective business processes and resources needed to maintain strong service to our customers. This role requires expert knowledge of the state's IES, QHP and MAGI Medicaid programs and policy and HSRI operations and organization. Responsibilities include but may not be limited to:

- Developing, documenting, implementing and managing of business processes for the HSRI Operations team;
- Attending vendor and agency meetings to identify gaps, analyze trends and problems and propose recommendations for solutions;
- Supporting the development of HSRI policies, procedures and business processes and communicating to cross functional teams, vendors, and other agencies. Working closely with interagency and cross functional teams to meet the needs of both QHP and MAGI Medicaid health coverage programs;
- Supporting the HSRI management team in the definition and implementation of HSRI's key strategies and projects. Developing standard project processes, tools and templates based on best-practice models. Leading projects aimed at increasing efficiency and improving service. This will include integration and coordination of policies, priorities, business practices and data across HSRI;
- Creating status reports, task trackers and operational reports as needed to update HSRI leadership on the outcomes and results of initiatives and
- Assisting HSRI with responses to requests submitted by federal and state auditors. This will include analytic research and synthesizing data and reports for audit reviews as well as developing and implementing improvement plans based on audit findings.

Examples of deliverables expected under this role include: issue briefs analyzing system issues and tracking of HSRI action plan for resolution, project management plan for OEP operational activities, development and maintenance of dashboards and standardized reports to show progress and results of problems/resolutions, and business process documents.

Functional System Design and Application Support

This senior-level role provides front-end user design for the online application within the IES used by HSRI customers and staff. This role plays a critical part in understanding the design gaps and problems with the IES, identified through feedback from customer service data and staff. Knowledge of the IES functional design, business requirements and basic knowledge of the ACA/HSRI policy are necessary to be effective in this role, as well as familiarity with MAGI Medicaid eligibility and the concept of eligibility and enrollment “churn” across health coverage programs. Due to the deep system knowledge and experience required of this position, the responsibilities of this role may also include overseeing and managing other members of the Operations Team. Other responsibilities include but may not be limited to:

- Understanding HSRI’s scope of system issues and design gaps and prioritizing them in the context of the State’s overall IES release roadmap/annual release calendar. These issues will be identified through work with other technical resources and HSRI’s Problem Management process, members of the Tier Two team and reports, Call Center staff, other state agency leads and the State’s IES Vendor;
- Participating in IES design sessions led by the State’s IES Vendor, providing valuable feedback in the effective design of the IES and ensuring it complies with HSRI policy and business and functional design needs;
- Serving as HSRI’s point of contact for all IES design; review, edit and approve functional design documents on behalf of HSRI under deadlines agreed upon by IES Vendor and the State;
- Advising the HSRI team on the prioritization, needs and impact of IES issues, related fixes, and design improvements via releases and patches. Assist in the development of critical written business cases that will support the need for system improvements for HSRI and its customers and
- Serving as subject matter expert to the HSRI team, other state agencies, and vendors, and participate in meetings on behalf of HSRI where such system and functional expertise is required.

Examples of deliverables expected under this role include: Attendance at IES design meetings, documentation of edits/approval of all IES design documents, review and comments on all IES documentation provided by State’s IES vendor, approval of training modules for HSRI programs and systems used by the call center vendor and Navigator agencies, Creation of IT business cases for agency dashboards, performance reviews for any staff managed.

Training and Content Management

The responsibilities of this role include: the creation, management and delivery of content across the operations team as well as the rest of HSRI, other agencies and vendors, and stakeholder groups. At HSRI, there are regular fixes/changes to the IES, along with policy updates, and new business processes which makes it essential for someone to maintain and communicate those changes and updates regularly in order to effectively serve our customers. The responsibilities of this role include:

- Creating content drawing upon a wide range of external and internal materials

- including call scripts, user manuals, training curriculum, website content, etc.;
- Creating system documentation to better support HSRI’s customer service teams;
- Attending meetings across agencies and with vendors to identify relevant updates and new information to be distributed to HSRI operations and service staff;
- Managing the revision process for training materials, ensuring all content is up to date and that version control is maintained and
- Delivering training materials and “Train the Trainer” sessions to vendor organizations through meetings and working sessions.

Examples of deliverables expected under this role include: training documents, business process flows, daily communications in various formats (email, power point slides, memo) to stakeholder groups with updates on HSRI program, policy, system information, updates to HSRI’s online knowledge management tool.

Technical Operations

The Technical Operations role will be the central point of contact for all of HSRI’s technology interfaces and IES needs. This role requires submersion into the State’s IES oversight and release management process, keen understanding of standard SDLC process, basic knowledge of the IES application, its technical and functional design, as well as HSRI’s major technical needs and problems based on customer impact and federal regulations and compliance. This staff member will also need to become familiar with technical platforms of HSRI’s other vendors (e.g. the call center, website, financial management system and QHP carriers) and how they interconnect and impact the IES. The responsibilities of this role include:

- Representing HSRI needs and attending all meetings critical to the IES release management process from problem management to SIT/UAT through to release and post validation;
- Managing HSRI’s leaderboard and defect/design prioritization process working collaboratively within the larger Interagency IES and state team, identifying areas of alignment with other agencies, determining best use of IES design hours;
- Creating all Business Requirement Requests (BRR), Service Requests (SR) and Operational Requests (OR) to be submitted on behalf of HSRI, with the support and input from other members of the HSRI Operations team;
- Providing approvals for major IES issues that require data and code fixes, or design changes;
- Serving as the business point of contact for HSRI regarding SIT and UAT including forming recommendations and giving approval of testing scenarios, working with UAT staff to address questions/concerns and to provide business approval of test results;
- Working with HSRI’s Operations team to identify, report, prioritize defects or issues, participate in IES command center, problem management and design sessions as needed;
- Monitoring IES impact on HSRI operations; responsible for oversight of volume of problem tickets and incidents, analyzing length of time incidents are open, escalating unresolved issues to IES vendor team, assessing urgency and impacted customer groups, communicating key issues to HSRI leadership;
- Serving as point of contact with CMS on technical matters, attend weekly meetings, ensure HSRI is in alignment with federal technical requirements, upgrades and anything impacting the IES connection to external data sources;
- Monitoring privacy, security and confidentiality guidelines on behalf of HSRI systems and customers. Working with HSRI’s legal counsel and the state’s IES

- vendor to ensure compliance and
- Directing and managing staff from the HSRI operations team as needed.

Examples of deliverables expected under this role include: Weekly technical operations meetings for HSRI leadership, HSRI agency leaderboard for the IES project, business cases for critical business design and service requests, dashboards distilling HSRI status of IES health (incidents and problem tickets opened/closed), Reports on IES releases and validations, programmatic audit templates.

Technical Problem Management

The IT Problem Manager will manage the process of problem identification and resolution in the State's health and human services IES. The responsibilities of this role include:

- Working closely with the HSRI technology operations team, and IES vendor to define and prioritize the technical issues based on HSRI business needs and priorities;
- Facilitating root cause analysis and impact analysis of system design issues with IES vendor and HSRI subject matter experts, ensuring work is completed to allow accurate level of prioritization and understanding of impact to customers and organization;
- Collecting system issues identified by HSRI teams (Tier 2 Team, call center team, Navigators, data and reconciliation team) track, and organize in a way that trends can be identified, and fixes/solutions can be tracked, communicated to HSRI management and business partners;
- Representing HSRI at problem management, triage, and other meetings with IES vendor to track, communicate and enforce problems and priorities;
- Understanding of the IES, including the supported business functions, rules and HSRI program requirements tied to the application and
- Tracking code fix and account clean up status, monitor inventory of tickets, aging as well as status. Working with vendor to identify approaches to keep inventory from aging, efficiencies and timely resolution of the most impactful customer cases.

Examples of deliverables expected under this role include: Weekly JIRA dashboard with HSRI incidents and average age of the tickets by incident, release validation report post release, and joint triage tracker.

Testing Analyst

The User Acceptance Test (UAT) Analyst is a critical role on the HSRI team supporting problem management with testing and validation of critical application issues. The UAT Analyst will work collaboratively with HSRI team members and vendors to continuously improve business processes to better serve the customer and reduce the number of IES issues. This role requires strong understanding of the IES application, from the customer and worker perspectives. The responsibilities of this role include:

- Analyzing and reviewing business, technical and functional requirements;
- Executing scripted user acceptance test plans and assisting with the creation of unit application test plans;
- Investigating and resolving time-sensitive system issues reported by end users and customers that require collaboration across agencies. Tracking issues in the JIRA system using dashboards and reporting and
- Attending problem management, testing and other relevant meetings on HSRI's

behalf to ensure thorough implementation of IES improvements and design changes.

Examples of deliverables expected under this role include: test plans, test cases, validations for periodic releases.

Appeals Analyst

This role reports directly to the Senior Legal Counsel at HSRI, playing a critical role in meeting federal and state requirements around appeals, supporting member rights and responsibilities and processing customer appeals in a timely manner. The responsibilities of this role include:

- Tracking and entering appeals for all QHP and mixed appeal requests into IES;
- Processing aid pending requests for assistance pending the resolution of the appeal (“Aid Pending”), which shall include granting or denying requests, tracking appeals that were granted aid pending, and terminating aid pending following disposition;
- Providing operational support for HSRI’s appeals team. Operational support includes updating appeals team processes, maintaining appeals functionality within the Customer Relationship Management (CRM) tool and IES application, and preparing and mailing hearing packets, unable-to-contact letters and negative impact notices to appellants. The Appeals Analyst shall also be responsible for monitoring the lifespan appeals to ensure their timely and thorough disposition;
- Preparing appeals for hearing. Preparation shall include reviewing and researching the agency action under appeal, drafting HSRI’s response, and gathering relevant evidence to be included in the appeal packet;
- Acting as the primary point of contact for communications between HSRI and the EOHHS Appeals Unit regarding scheduling, withdrawals, informal resolutions, hearing packet requests, etc.;
- Representing HSRI at administrative appeal hearings. Administrative appeal hearings may involve QHP or mixed eligibility appeals (i.e. QHP and Medicaid/other public benefit programs), and travel throughout the State of Rhode Island to various DHS field offices is required;
- Contacting appellants to discuss the possibility of informally resolving their appeals. To the extent that an appellant wishes to informally resolve an appeal, the Appeals Analyst shall be responsible for duly implementing the agreed upon resolution and obtaining a written withdrawal from the appellant and
- Reviewing appeal decisions with the HSRI Legal Counsel. If agency action is required, the Appeals Analyst is responsible for implementation.

Examples of deliverables expected under this role include: entry of appeals information into various systems of record, policy and process analysis, preparation and representation of HSRI Appeals.

Task 2: Tier Two Customer Issue Escalation and Operations Support

HSRI has created a unique unit within the organization, known as the Tier Two Team, a specialized group team who handle complex customer account resolution, and other vital operational tasks. This concept was born out of the desire to improve customer service response times and assure customer’s peace of mind in their health coverage, and thereby instilling confidence in HSRI.

In contrast to other Exchanges, HSRI does its’ own premium billing, which adds one additional system and transaction layer to the eligibility/enrollment process. This requires

the State to pass information from our IES to its financial management vendor and QHP carriers. As a result, when a customer account has problems, it requires skilled, experienced and analytical staff to bring it to resolution.

This team receives most handoffs from the HSRI Contact Center and Navigators, as well as other state agencies. Tier Two works within a customized CRM tool to track and work their tasks. The team is required to report weekly on productivity, turnaround times and key issues and trends. Tier Two staff work closely with customers, HSRI’s Contact Center vendor, Navigators, the HSRI Operations Team, IES vendor, and other agencies to triage and resolve customer accounts.

Since implementation of the Tier Two Team in December 2015, the team has closed close to 80,000 escalations, and worked numerous special projects, and other operational tasks. Below is a grid describing the categories of tasks the Tier Two Team is responsible for resolving. This list is meant to be illustrative, and not a complete list of the work done by Tier Two on an annual basis. The work of this unit can change based on program needs. Factors that impact the scope of work are: IES problems, fixes and releases, new programs, open enrollment, changes in vendors/resources, or HSRI marketing or communication customer campaigns. HSRI will direct these changes and help to set priorities for this team as needed.

Table 1. Tasks and Functions of Tier Two Team

Tier Two Functions	Examples of Work Deliverables
Analysis and Support	Problem management tracker and meetings Reconciliation account support Financial management account research/resolution Audit assistance Training Policy/QA process Compliance/security tracking
Customer Tasks	Special enrollment queue QHP verifications queue Refunds Exemptions
Issue Escalation	Contact Center handoffs for complex customer issues Interagency handoffs Point of contact for carriers, Navigators on complex issues Emergency or manual customer adds to carrier’s system
IES Support	Participation in problem management process Validations, QA and testing pre/post release Identify and research IES problems/trend Closing incident tickets in JIRA
Special Projects	Open Enrollment events/support Interagency handoffs/point of contact for other programs Meetings to understand problems, business process
Specialized Program Support	RI-Federally Assisted Benefit Program (RI-FAB) is a benefit and premium assistance program that helps with cost-sharing and is available for eligible individuals who qualify for the AIDS Drug Assistance Program and who are uninsured or underinsured.

The Tier Two Team requires a specialist who will work with customers and hospital case managers for eligibility and enrollment of eligible individuals, helping them access coverage and other programs to support their medical and financial needs. This role serves as the point of contact for case managers to ensure coverage and access, and travel to enrollment events throughout the year is required.

Below is a helpful view of the volume of task and escalation work that Tier Two received in 2018. This represents a large portion of the team’s work, but is not exhaustive, and not all the team’s work is measured in this way. Some team members are tasked with special projects, analysis, or other work products that are measured and delivered to management.

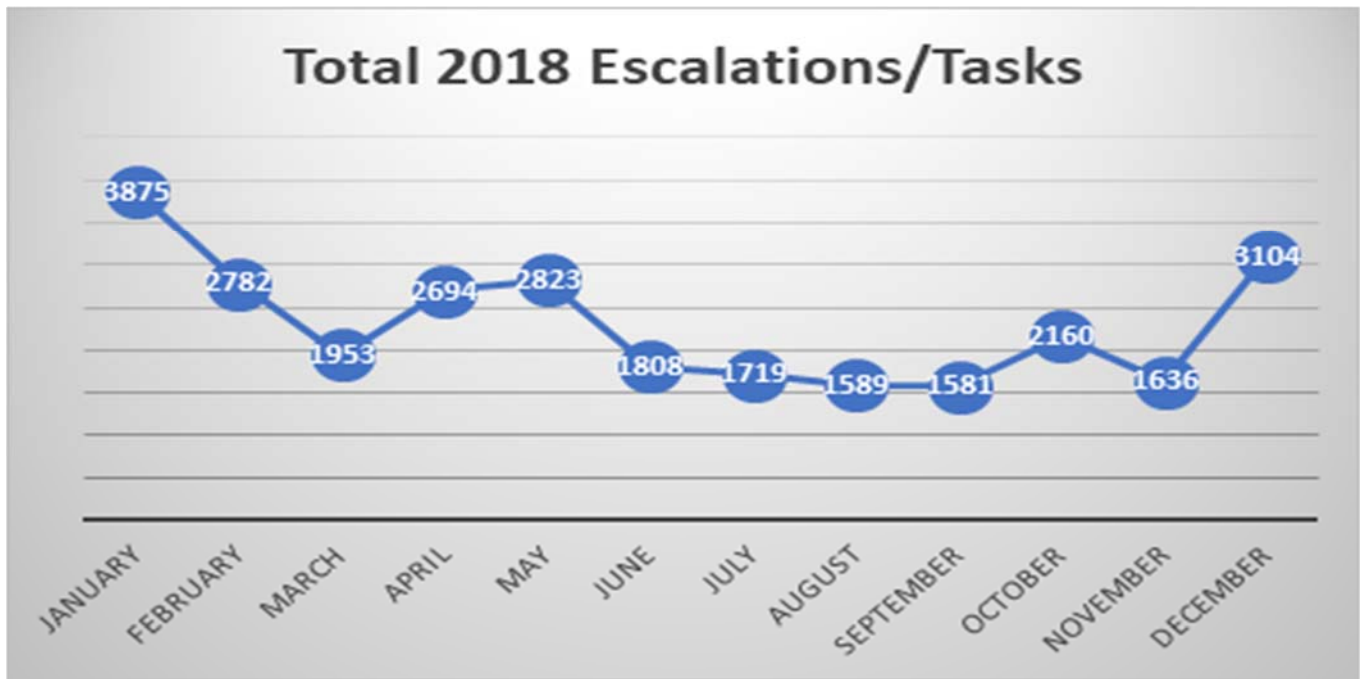


Table 3. See Attachment (C) for detailed KPI report of Tier 2 Team.

The Team resources needs are estimated as follows:

Customer Operations Support Team Manager

Under the direction of HSRI’s COO, the manager of the Tier Two Team is responsible for the daily oversight and management of the Team, as well as reporting to ensure productivity and the achievement of turnaround times for certain tasks as well as meeting service goals and expectations as set by HSRI. This role also provides reports on team metrics and productivity, monitoring performance at a group and individual level. The manager also cross-trains to develop individuals who can fill a variety of roles to support HSRI operations and fulfill HSRI’s mission to provide excellent customer service and reduce the uninsured rate. The responsibilities of this role include:

- Organizing and assigning escalated issues to team, assuring their accurate and timely resolution;
- Providing direction and guidance to team members, managing daily team activities;
- Conducting ongoing training with Tier Two team staff to disseminate learnings and

- new policies as available;
- Providing updates on Tier Two team workload and progress to HSRI COO and management team;
- Conducting monthly 1/1s, of all team members as well as providing feedback on performance;
- Managing workload based on business needs to exceed expectations of customers, partners and stakeholders;
- Representing Tier Two team at management meetings to foster collaboration across internal and vendor teams;
- Reporting on team KPIs, setting goals for the team and using the KPI report to manage team performance;
- Working collaboratively with vendors (IES and Call Center) to continuously improve business processes to better serve the customer and reduce the number of escalations and complaints received. Identifying gaps in service due to IES issues, reporting back to IES vendor for design review and improvements. Working with call center vendor to identify training gaps for customer service representatives and
- Analyzing customer issues identified to determine root causes and develop new processes, documenting changes and new steps as they are developed.

Examples of deliverables expected under this role include: weekly KPI report, staff performance reviews, coaching sessions, issue logs, turnaround time/aging issues report, OEP project plan and staffing strategy, weekly training trends meeting and team meeting.

Tier Two Team

Within the Tier Two Team there will approximately 12 staff members who will perform a variety of tasks, as described in Table 1, above. The bidders should propose the organizational structure of the team and any differences in skill level amongst the team. The state would like to see an organizational structure that rewards and incents productivity, considers retention, growth and career path. This is important to the State as it relates to cost efficiencies, maintaining knowledge and a skilled workforce, providing opportunities that will retain key staff critical to the success of HSRI. Key responsibilities of this staff include but are not limited to the following:

- Investigating and resolving complex, escalated customer issues received through a variety of channels (phone, email, work queues) at the HSRI Contact Center;
- Providing feedback to customers and Contact Center staff to close the loop on escalated issues;
- Working collaboratively with HSRI team members and vendors to continuously improve business processes to better serve the customer and reduce the number of escalations and complaints received;
- Working within the HSRI CRM to record customer interactions and monitoring follow up work;
- Logging IES defects and incidents in the JIRA system for IES vendor to work and resolve them;
- Analyzing customer issues to determine root causes, suggesting and implementing new business processes necessary to resolve customer issues and compensate for technology problems and
- Working on special projects that impact larger populations of HSRI clients caused by IES issues, or incorrect communications, new federal policy or changes.

Examples of deliverables expected under this role include: Items listed in the Table 1, above. Performance of this team will be measured by how responsive it is to changing business needs and its ability to meet fluctuating volume of tasks in Table 1.

Task 3: Other Professional Services

Task 3 consists of a variety of other Professional Services and supports required to maintain efficient operations at HSRI.

HSRI for Employers Management

This role will be responsible for handling day-to-day issues of the HSRI small employer program, including both technical issues and customer service-related issues, as well as ensuring overall promotion of the program and adherence to the goals and objectives established by the State. This role reports to the Director of HSRI for Employers, keeping him or her informed on status, developments and issues related to the program. The responsibilities of this role include:

- Managing the overall state contract with the Small Business service and support vendor;
- Managing HSRI for Employer team members on an as requested basis;
- Supervising one or more HSRI staff as needed, when designated by Leadership team;
- Monitoring and evaluating late-payment issues and write-off analysis;
- Participating in continuous development of new employer enrollment portal, including reviewing and giving input on development specifications, system testing, copy editing and website review;
- Working with the HSRI marketing team to plan and execute external communications related to the employer program;
- Coordinating with NFP in the development of concepts, timing, and initial messaging related to webinars, broker blasts, and other outreach;
- Analyzing account discrepancy reports resulting from monthly carrier audits and daily extract review, approving recommended corrective actions or determining alternate resolutions and
- Working with enrollment system vendor to identify, track, and resolve root cause issues within the system, as well as monitor data tickets. Compiling scheduled reporting to leadership on progress.

Examples of deliverables expected under this role include: Weekly meetings with vendors, management reports on service, operations and systems.

HSRI for Employer Sales Lead

The Sales Lead will be responsible for increasing enrollments to HSRI for Employers, which is the small business segment of our program. The Sales Lead for HSRI for Employers is a critical role of the HSRI team responsible for the overall sales effort of the Small Business Health Options Program (SHOP), known as HSRI for Employers, operated by HSRI under the ACA. The Sales Lead for HSRI for Employers works directly with brokers, industry, trade and business groups in Rhode Island including the chambers of commerce, SBA, NEBA, Small Business Advocacy Council, and the RI Business Coalition. The person in this role serves a public face of HSRI for Employers and is responsible for business development, relationship management as well as creating and executing sales strategies. The Sales Lead reports to the HSRI for Employers Management role outlined above. HSRI is interested in

creative proposals that tie a portion of compensation for the Sales Lead role to his or her performance. The responsibilities of this role include:

- Increasing HSRI for Employers enrollment numbers by developing long-term and meaningful relationships with insurance brokers and agents;
- Organizing broker meetings in one-on-one as well as group settings;
- Coordinating and attending state-wide events with chambers of commerce, SBA, trade groups and industry leaders throughout Rhode Island;
- Conducting trainings and regular webinars for brokers, partners, and clients, providing them with the tools and information they need;
- Providing guidance, oversight and strategy to a vendor team that executes day to day sales and service functions;
- Overseeing new sales leads and ensuring timely and proficient handling by the sales and service vendor team;
- Assuming primary responsibility for well executed coordination of sales opportunity events, including coordination with vendor team for staff attendance;
- Serving as a knowledge base for the sales and service vendor team by providing guidance on addressing complex issues;
- Working directly with HSRI leadership in setting goals and developing strategies to increase sales;
- Providing input on product offerings and coordinate new initiatives;
- Analyzing data and develop processes to streamline and improve the sales process;
- Coordinating and hosting bi-weekly sales meetings, reviewing renewals, new business opportunities, and client leads and
- Coordinating collateral design, marketing plans and long-term operation plans with the HSRI marketing team.

Examples of deliverables expected under this role include: meetings with stakeholders, attendance at events to facilitate awareness of HSRI small business program, broker advisory board, employer meetings, list of sales leads for new business, weekly management reports on sales and retention.

Carrier Relations and Operations

The Carrier Relations and Operations staff member will be responsible for operational coordination and issue resolution across the different carriers. The responsibilities of this role include:

- Representing HSRI as a general point of contact across carriers in individual and family medical and dental market for any operational, customer service, training or plan related issues, including questions, comments, and escalations;
- Project managing the development, implementation, and strategy of all carrier operating project plans for new and existing projects;
- Coordinating carrier and member escalations that require carrier approval;
- Facilitating carrier workgroup sessions in the development of training, process documentation, and changes in operational requirements;
- Collaborating with HSRI tech team on the coordination of technology integration, release scheduling, and carrier testing for enrollment and payment file transactions;
- Working closely with the HSRI finance team on carrier transactions and issue resolution;
- Managing and planning annual open enrollment activities with carriers including training, enrollment fairs, plan testing, customer service support, and other pieces

- as developed and
- Identifying policy needs and revisions to policy, serving as the SME from carrier viewpoint.

Examples of deliverables expected under this role include: project plans, agenda and programming for carrier workgroups, and weekly carrier meetings.

Marketing and Communications

The Marketing/Communications Manager will report to and support the work of the HSRI Communications Director to develop marketing strategies for HSRI's individual and small group market programs. The Marketing/Communications role will be responsible for overseeing and executing all day to day details for communications and marketing projects, including oversight, management and budgeting for all outside vendors, subcontractors and affiliated state agencies. The responsibilities of this role include:

- Participating in HSRI Strategic Planning to support efforts from marketing and communications related efforts aimed at achieving strategic priorities;
- Overseeing brand management, reporting and budgeting for HSRI's print, digital, and outside of home presence for both markets;
- Managing special initiatives including customer research, special partnerships, outreach events and new consumer-focus tools;
- Assisting with the management of communications and marketing team staff to ensure deadlines are met and brand standards are upheld;
- Managing vendor relationships and budgets for services within the communications and marketing team including: creative services, website development and maintenance, media buying and translation services and
- Working closely with all vendors to develop materials in line with HSRI's brand and strategic vision.

Examples of deliverables expected under this role include: Marketing reports on impact of marketing campaigns, content for HSRI website, vendor meetings and management reports and content for HSRI communications to customers.

Social Media Management/Writing

This staff member will report to the HSRI Communications Director and work with others to achieve brand consistency through the creation and coordination of all HSRI messages, graphic elements and marketing strategies, as well as the management of campaigns across all social media channels. The responsibilities of this role include:

- Drafting, scheduling and managing social media and customer email content;
- Managing the organization's marketing and communications calendar;
- Monitoring day-to-day channel management, in partnership with other marketing and communications team members, across enterprise channels. Responding to comments and customer queries in a timely manner. Monitoring and reporting on engagement, feedback and online reviews;
- Organizing and participating in online build community activities to boost brand awareness;
- Producing unique designs, graphic elements, informational graphics, and illustrations that adhere to branding standards for HSRI. Translate verbal ideas into visual materials;
- Creating multimedia designs and retouch imagery for advertising across multiple

mediums including: print, online (digital and social), CRM (email and direct mail), and collateral campaigns, and internal/external presentations;

- Assisting with the creative direction and editing of videos and
- Translating marketing ideas into effective designs used to engage customers and potential customers in digital campaigns.

Examples of deliverables expected under this role include: Content for social media, email and text campaigns, and marketing/communications calendar.

Specific Requirements

The Vendor will propose a successful engagement management model that consists of a monthly Contract Update Meeting and accompanying report. The report will include issues to be discussed, hiring and personnel updates, budget, and any other relevant contract issues. Engagement management is emphasized here because HSRI expects resources to be closely managed and aligned with the organization's strategic priorities and goals.

All staff hired by the bidder will work collaboratively with and will assist State staff on the tasks and activities described in this RFP. The State may choose to separately procure or direct the vendor to procure additional staff as needed for specialized tasks and activities.

The State shall retain the right of final approval of any positions of the successful bidder. The State also retains the right of final approval of allocation or reallocation of specific Contractor staff to specific tasks.

The Bidder must propose a timely and feasible transition plan to move from the current contract and scope of work to a new contract with an expanded and changed scope of work that is acceptable to the State. The transition period acceptable to the State is 90 days from the contract start date. The State also expects current contract staff to be considered for employment by successful Bidder. It is a requirement that the successful Bidder will have adequate corporate resources to support the requirements of this contract.

The Bidder will provide enough staff to meet the needs of HSRI throughout the calendar year. The successful Bidder will also address its capacity and ability to rapidly respond to reasonable requests from the state for additional resources to support new projects and/or periods of unexpected and high demand for vendor resources, under the scope of the Tasks outlined above. For example, the Vendor must be prepared to meet the increased demands of higher volume of work during Open Enrollment Periods (currently for QHP customers: November 1- December 31 and for Medicaid September 1 – October 31, but subject to change annually), and other critical periods in the QHP and MAGI Medicaid business cycle.

It is the State's desire to drive an excellent customer service experience through all of the services to be provided through this RFP. To that end, with respect to the work of the Tier Two Team, the successful vendor shall work collaboratively with the State to establish SLAs for inclusion in any contract renewal period following the initial contract term. Such SLAs shall serve to appropriately prioritize the work of the Tier Two Team and set meaningful metrics and goals for use by the HSRI Operations Team.

Strategic Objective 3: Escalations and Refunds



Data a

Refunds 387 Tasks/Escalations Opened This Week: 206 Last Week: 296 Total Open Tasks & Escalations: 1,032 Last Week: 1,022

Open Escalation Types	Opened This Period	Closed This Period	Transfers This Period	New This Period	Total Returned	Waiting For Help Desk	Currently Open In Tier 2 Queue
1095 A	5	6		1	-2		9
Appeal Related	16	13			3		31
Billing & Payment	14	11			3		30
Complaint (High Profile)	3	2			1		5
Eligibility Issue	41	37			4	4	81
Enrollment Issue	59	54	1		4	5	179
Incorrect Plan Rate/APTC	22	22				2	92
MCI Escalations	3	9	1		-7		8
Other	10	5			5	1	11
System Issue	20	16			4	2	53
System Out Of Sync	10	9			1		32
Total	203	184	2	1	16	14	531
ACH Reversal							
Refund	60	22		7	31	9	387
SEP Task	22	46		2	-26		27
Suspense Research							
Verification Task	45	37		5	3		87
Total Tasks	127	105		14	8	9	501
Total Escalations + Tasks	330	289	2	15	24	23	1032

The State expects that most or all staff are onsite full-time and dedicated to the scope of work included in this RFP but will consider proposals for off-site staff support for specific projects. The Contractor must be responsive to the State’s evolving needs and the Contractor must ensure that all Contract staff are qualified, well-trained, and effectively supervised in performing the tasks and offered additional training and support as needed throughout their employment. The Vendor will work collaboratively with the State to ensure that staff members receive regular feedback, including annual performance reviews. The Vendor will work with the State to ensure specified Staff meet privacy and confidentiality training for those staff who handle sensitive customer data. These trainings include but are not limited to HIPAA Training, State Privacy and Confidentiality Training, etc.

Data, information, and reports collected or prepared by the Contractor as well as equipment purchased by the Contractor while 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 Contractor’s use of public funds in collecting and preparing such data, information, and reports, and in purchasing equipment.

The State shall supply Contractor with office space and equipment such as desks, file cabinets and phones, as well as day to day office supplies for the on-site staff. The State shall supply the staff in Task Two with State computers, to ensure the protection of customer data. The staff within the other Tasks of this contract can use computers supplied by the Vendor. The State will not provide cell phones or pay for mileage, unless explicitly described in the specific position responsibilities as integral to the delivery of the scope of work.

The Contract will be a time and materials contract. The Vendor should provide rates for the required positions, in the form of a rate table that can be used for payment of monthly invoices.

SECTION 4: PROPOSAL

A. Technical Proposal

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

- a. **Understanding of Tasks and Needs of the State** – Provide a brief narrative to demonstrate an understanding of the general scope of work, each of the tasks identified, and the overall needs of the State. Provide an organizational chart with roles and lines of authority describing how support is provided to HSRI through this contract.
- b. **Past, Present Experience, Capability, and Capacity** – Provide a detailed description of the bidder’s experience in performing the identified tasks within the scope of work, the capability of the organization to meet the needs of the state and the capacity of the organization to provide high quality, professional execution of the expansive scope of work needed by the State. Bidder must include a brief description of the organization’s financial position and solvency and an explanation of the corporate resources that will be available to support this project including corporate support of contract management functions. Bidder must possess a minimum of five years’ experience in providing operations and management services and supports in healthcare related organizations.

The Bidder must also include at least three (3) references for projects that are of comparable size and complexity. The references shall include:

- a. Name of organization
 - b. Relevance to this proposal
 - c. Brief summary of project, deliverables, and outcomes
 - d. Timeframe for the project
 - e. Original contract amount
 - f. Contact name and information
- c. **Staff Qualifications** – Provide staff resumes/CV and describe qualifications and experience of key staff who will be involved in this project, including their experience in the field. Also describe the utilization of any subcontractors, including roles, responsibilities, supervision, and qualifications. Provide in detail specific experience in:
 - a. Improving and documenting business processes;
 - b. Training design, curriculum development and delivery of training content;
 - c. Participating and tracking issues through a System Development Life Cycle (SDLC), including design, UAT, release management and problem management;
 - d. Managing a team, directing the work of multiple staff members to meet specific goals;
 - e. Developing reports and management tools to inform management team of status and issues;

f. Developing content, professional communications and messaging for social media platforms and stakeholders.

d. Approach to Tasks/Workplan Deliverables – Describe in detail, the framework and approach to each task identified in the scope of work, to include a detailed plan for immediately bringing on qualified staff to commence work in support of HSRI. Describe all utilization of subcontractors for the each of the tasks.

B. Cost Proposal

Using Appendix B: Cost Forms 1 of 4, provide a sealed and separate cost proposal for fees charged for the tasks outlined in this proposal. The cost amount should be a total supported by Cost Form 2 of 4 by Task, Cost Form 3 of 4, a schedule of hourly rates and estimated time for each level of staff assigned to each task, and Cost Form 4 of 4, which should indicate staff salaries and any direct costs such as travel or other reimbursable costs.

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 55 (85.7%) out of a maximum of 70 points to advance to the cost evaluation phase. Any technical proposals scoring less than 55 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 55 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
Understanding of tasks and Needs of the State	10 Points
Past, Present Experience, Capability, and Capacity	10 Points
Staff Qualifications	15 Points
Approach to Tasks/Workplan Deliverables	35 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:

$$\text{(Vendor's ISBE participation rate} \div \text{Highest ISBE participation rate)} \\ \text{X Maximum ISBE participation points)}$$

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 DOA.PurQuestions10@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 #7598941** 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

A. Proposals shall include the following:

1. 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.*
2. 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.*
3. 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.*
4. 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).
 - a. One (1) Electronic copy on a CD-R, marked “Technical Proposal - Original”.
 - b. One (1) printed paper copy, marked “Technical Proposal -Original” and signed.
 - c. Four (4) printed paper copies
5. 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.
 - a. One (1) Electronic copy on a CD-R, marked “Cost Proposal -Original”.
 - b. One (1) printed paper copy, marked “Cost Proposal -Original” and signed.
 - c. Four (4) printed paper copies

B. 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:
 - a. Vendor’s name
 - b. RFP #
 - c. RFP Title
 - d. Proposal type (e.g., technical proposal or cost proposal)
 - e. 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.

B. 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.
- 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 #7598941**” 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

A. 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.

B. 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:			
<p>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 <u>separate forms</u> for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.</p>			
Name of Subcontractor/Supplier:			
Type of RI Certification:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> 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: Cost form 1 of 4

VENDOR NAME: _____

The cost amount should be supported by a schedule of hourly rates and estimated time for each level of staff associated with this engagement (Appendix B – Cost Forms 2, 3, and 4). Indicate the total cost of the initial contract year (12 months) of this engagement:

TERM:	Amount
February 1, 2020 - January 31, 2022	_____

Signature of Authorized Official of the firm

Date

Appendix B: Cost form 2 of 4
 (THIS FORM MUST BE USED, COMPLETELY FILLED OUT, AND ATTACHED - all cells in White need to be filled in)

PO line	Project Key Milestones	Start Date	End Date	Cost Per Month												Cost
				Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	
TASK 1: Operations Management Team																
		02/01/20	01/31/21												\$0.00	
TASK 2: Tier Two Customer Issue Escalation And Operations Support																
		02/01/20	01/31/21												\$0.00	
TASK 3: Other Professional Services																
		02/01/20	01/31/21												\$0.00	
Total Contract				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

PO line	Project Key Milestones	Start Date	End Date	Cost Per Month												Cost
				Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	
TASK 1: Operations Management Team																
		02/01/21	01/31/22												\$0.00	
TASK 2: Tier Two Customer Issue Escalation And Operations Support																
		02/01/21	01/31/22												\$0.00	
TASK 3: Other Professional Services																
		02/01/21	01/31/22												\$0.00	
Total Contract				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

2/1/20 - 1/31/22 **\$0.00**

Appendix B: Cost form 3 of 4
 (THIS FORM MUST BE USED, COMPLETELY FILLED OUT, AND ATTACHED - all cells in White need to be filled in)

No	Staff Role/Position	Hourly Rate	Task 1 # Hours	Task 1 \$ Total	Task 2 # Hours	Task 2 \$ Total	Task 3 # Hours	Task 3 \$ Total	Total # Hours	\$ Total
1				\$0.00		\$0.00		\$0.00	-	-
2				\$0.00		\$0.00		\$0.00	-	-
3				\$0.00		\$0.00		\$0.00	-	-
4				\$0.00		\$0.00		\$0.00	-	-
5				\$0.00		\$0.00		\$0.00	-	-
6				\$0.00		\$0.00		\$0.00	-	-
7				\$0.00		\$0.00		\$0.00	-	-
8				\$0.00		\$0.00		\$0.00	-	-
9				\$0.00		\$0.00		\$0.00	-	-
10				\$0.00		\$0.00		\$0.00	-	-
11				\$0.00		\$0.00		\$0.00	-	-
12				\$0.00		\$0.00		\$0.00	-	-
13				\$0.00		\$0.00		\$0.00	-	-
14				\$0.00		\$0.00		\$0.00	-	-
15				\$0.00		\$0.00		\$0.00	-	-
16				\$0.00		\$0.00		\$0.00	-	-
17				\$0.00		\$0.00		\$0.00	-	-
18				\$0.00		\$0.00		\$0.00	-	-
19				\$0.00		\$0.00		\$0.00	-	-
				\$0.00		\$0.00		\$0.00	-	-
	<i>[insert additional roles as needed]</i>			\$0.00		\$0.00		\$0.00	-	-
20				\$0.00		\$0.00		\$0.00	-	-
21				\$0.00		\$0.00		\$0.00	-	-
22				\$0.00		\$0.00		\$0.00	-	-
23				\$0.00		\$0.00		\$0.00	-	-
24				\$0.00		\$0.00		\$0.00	-	-
25				\$0.00		\$0.00		\$0.00	-	-
26				\$0.00		\$0.00		\$0.00	-	-
27				\$0.00		\$0.00		\$0.00	-	-
28				\$0.00		\$0.00		\$0.00	-	-
29				\$0.00		\$0.00		\$0.00	-	-
30				\$0.00		\$0.00		\$0.00	-	-
Totals *				\$0.00		\$0.00		\$0.00	-	-

*Total must tie to Personnel - Salary row on cost form 4 of 4

APPENDIX C: SAMPLE HSRI KPI REPORT



Key Performance Indicators For Escalations Reported at Contact Center



Start Date **4/27/2019**

Data As of: **5/4/2019**

Tier 2 Open Escalation Types		OPENED THIS PERIOD	CLOSED THIS PERIOD	TRANSFERS THIS PERIOD	RETURNED THIS PERIOD	NET THIS PERIOD	TOTAL WAITING FOR HELP DESK REVIEW	TOTAL CURRENTLY OPEN IN TIER 2 QUEUE
Escalations	1095 A (HSRI)	5	5	0	1	-1	0	10
	Appeal Related (HSRI)	13	11	0	0	2	0	28
	Billing & Payment (HSRI)	15	10	0	0	5	2	27
	Complaint (HSRI)	0	0	0	0	0	0	4
	Eligibility Issue (HSRI)	31	61	0	0	-30	3	77
	Enrollment Issue (HSRI)	46	60	1	0	-15	6	171
	Incorrect Plan Rate/APTC (HSRI)	23	27	0	0	-4	4	91
	MCI (HSRI)	11	7	0	0	4	0	16
	Medicaid ID cards (HSRI)	1	4	0	0	-3	0	0
	Other (HSRI)	6	3	0	0	3	2	8
	System Issue (HSRI)	23	12	4	1	6	1	52
	System Out Of Sync (HSRI)	13	6	0	0	7	1	31
	Total Escalations	187	206	5	2	-26	19	515
Tasks	ACH Reversal (HSRI)	0	0	0	0	0	0	0
	Refund (HSRI)	40	17	0	2	21	0	366
	SEP Task (HSRI)	30	20	0	0	10	0	55
	Suspense Research (HSRI)	1	1	0	0	0	0	0
	Verification Task (HSRI)	38	20	0	0	18	0	86
	Total Tasks	109	58	0	2	49	0	507
Total Escalations + Tasks		296	264	5	4	23	19	1022

AGREEMENT

Between the

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DEPARTMENT OF ADMINISTRATION – HEALTHSOURCE RI

And

[insert name of vendor]

Name of Contractor: **Name of Vendor**
Title of Agreement: **Operations Management, Support and Professional Services**
Basis for Contract: **RFP #7598941**
Contract Award: **\$xx.xx**
Performance Period: **February 1, 2020 to January 31, 2022 (EXAMPLE)**

Draft Sample

A G R E E M E N T

This agreement, hereinafter “Agreement”, including attached ADDENDA, is hereby entered into this 1st day of [insert date], 2019, by and between the State of Rhode Island, acting by and through the Department of Administration - HealthSource RI (referred to as “the State”) and Vendor (hereinafter referred to as “the Contractor”).

WHEREAS, the Rhode Island Department of Administration, Division of Purchases (“Division”) issued Request for Proposals #[insert], including addenda, on [insert dates] (“RFP”) on behalf of the State;

WHEREAS, Contractor submitted a proposal in response to the RFP (“Proposal”);

WHEREAS, The Division and the State evaluated the Proposal and identified Contractor as the successful bidder for the RFP;

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), Addenda or materials incorporated by reference into this Agreement; and

WHEREAS the Contractor is willing and qualified to provide the services.

NOW, THEREFORE, 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 Purchase 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.

PAR. 2. PERFORMANCE

The Contractor shall perform all obligations, duties and the required scope of work, as set forth in this Agreement, the RFP and the Proposal, including attachments, 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 2 CFR § 200.300). More specifically, the parties shall establish performance measurement(s) 2 CFR § 200.301, monitoring and reporting program performance 2 CFR § 200.328, and

performance must be in accordance with requirements for pass-through entities 2 CFR § 200.331. 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 2 CFR § 200.331 (d) the State may:

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 required by 2 CFR § 200.521 Management decision.

The State may request at any time additional monitoring, reporting, site visits, and audits in accordance with 2 CFR § 200.501, 45 CFR 155.1210 or if applicable “Yellow Book” audits (see Paragraph 24). All reports pertaining to 2 CFR § 200.331, 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 2 CFR § 200.333.

PAR. 3. TIME OF PERFORMANCE

The Contractor shall commence performance of this Agreement on the 1st day [month], 2019, and shall complete performance no later than the 31st day of [month], 2020 (hereinafter the “Initial Term”), unless terminated prior to that day by other provisions of this Agreement. *If this contract was awarded as a result of an RFP or bid process, then, by mutual agreement, this contract 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. PROJECT OFFICER – STATE

The State shall appoint a Contract Officer to manage this Agreement. The Contractor agrees to maintain close and continuing communication with the Contract Officer

throughout the performance of work and services undertaken under the terms of this Agreement. The Contract Officer 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 agency 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**.

PAR. 8. TERMINATION AND/OR DEFAULT OF AGREEMENT

This Agreement shall be subject to termination under any of the following conditions:

a) Mutual Agreement

The contracting parties mutually agree in writing to termination.

b) 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 not less than thirty (30) days after receipt of such notice, unless the Contractor shall have corrected such

failure(s) thirty (30) days after the receipt by the Contractor of such written notice; any failure which, in the exercise of due diligence, cannot be cured within such thirty (30) day period shall not be deemed a default so long as the Contractor shall within such period commence and thereafter continue diligently to cure such failure.

c) Termination in the Interest of the State

The State may terminate this agreement, in whole or in part, at any time 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.

d) 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. None of the provisions of this paragraph shall entitle the State to compensation for anticipated profits for unperformed work.

The State shall have the right, in its sole discretion, 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, beyond the expiration of the Initial Term or any Renewal Term.

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

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 contract is terminated, and the date upon which such termination becomes effective, the Contractor shall:

1. Stop work under this contract 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 project 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 project officer 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 project 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 project manager must be obtained. Final approval by the State shall not be unreasonably withheld.
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 project 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. 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.

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.

The State may withhold payment of any amount in excess of fair compensation for the work actually completed by the Contractor 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 imposition of liquidated damages shall not limit the State's rights to pursue any other non-monetary remedies available to it.

The State may, by written notice of default to the Contractor, provide that the Contractor may cure a failure or breach of this contract within a period of thirty (30) days (or such longer period as the State's agreement administrator or project manager may authorize in writing), said period to commence upon receipt of the notice of default specifying such failure or breach. 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 cure, as determined by the State in its sole discretion, or otherwise adjudicated.

Assurances before breach

a) If documentation or any other deliverables due under this contract are not in accordance with the contract requirements as reasonably determined by the project manager, upon the State's request, the Contractor, to the extent commercially reasonable, will deliver additional 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 project 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 project officer without affecting other project schedules. The State's project 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.

State's options at termination

In the event the State terminates this contract 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 project 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.

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.

PAR. 11. SUBCONTRACTS

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 contract 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 project officer 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.

PAR. 12. CONTRACTOR'S LIABILITY/INDEMNIFICATION

The Contractor shall indemnify and hold the State of Rhode Island, its departments, 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, injuries of any kind which the staff of the Contractor or its subcontractor may suffer directly 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 and hold the State of Rhode Island, its departments, 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 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.

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. 13. 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 Department of Health and Human Services Regulations found in 45 CFR, Parts 80 and 84; the United States Department of Education Implementing regulations (34 CFR, Parts 104 and 106; and the United States Department 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 the State, 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 **NOTICE TO EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES' SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964** and **NOTICE TO EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES' CONTRACTORS OF THEIR RESPONSIBILITIES UNDER SECTION USC 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 State for safeguarding of client information as such requirements are made known to the Contractor at the time of this contract. 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. 14. 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. 15. COPYRIGHTS

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 contract 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. 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.

The Contractor agrees that no findings, listing, or information derived from information obtained through performance, as described in this Agreement, 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 project officer. 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 the State is considered confidential by the State. For further requirements regarding confidentiality of information please refer to Paragraph 26 of this Agreement.

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.

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 agrees to take back such deliverables or software and make every reasonable effort to assist the State in procuring substitute deliverables or software. If, in the sole opinion of the State, the return of such infringing deliverables or software makes the retention of other deliverables or software acquired from 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.

The Contractor agrees that no findings, listing, or information derived from information obtained through performance, as described in this Agreement, 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 project officer. 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 the State is considered confidential by 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. 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 2 CFR §200.331 and 45 CFR 155.1210). If such records are maintained out 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 is started before the expiration of the ten-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 2 CFR §200.333. 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, will provide and maintain a quality assurance system acceptable to the State covering deliverables and services under this Agreement and will tender to the State only those deliverables that have been inspected and found to conform to this Agreement's requirements. 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 agrees to 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 in regards to fixed price portions of the Agreement, 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. In no event will the State have access to the Contractors internal cost data as they relate to fixed price portion of the Agreement.

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, 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 Department/State laws, regulations and policies (“confidential information”), as well as State and Federal laws and regulations. All such information shall be protected by the Contractor from unauthorized use and disclosure and shall be protected through the observance of the 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 Contractor 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 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 in section 38-2-3-(d) (1)-(1-19) of the Rhode Island General Laws, entitled "Access to Public Records")

Notwithstanding the paragraph immediately above, Contractor expressly acknowledges and agrees that the State is not a health care provider, health care plan, or a health care clearinghouse. Accordingly, the Parties mutually acknowledge and agree that, for purposes of this Agreement, the State is not a Covered Entity as such term is specifically defined in HIPAA.

Contractor expressly acknowledges and agrees that where the State performs a function required under applicable law pursuant to 45 CFR § 155.200, it is not acting as a Business Associate of any other Covered Entity and Contractor is not acting as the State's Business Associate, as such terms are specifically defined in HIPAA.

For certain functions related to the administration of the Rhode Island Medicaid Program, the State has agreed to be a Business Associate of the Executive Office of Health and Human Services (EOHHS). Therefore, to the extent the Contractor performs certain services related to the administration of the Rhode Island Medicaid Program, Contractor is the State's Business Associate as that term is specifically defined in HIPAA. Accordingly, if in performing services pursuant to this Agreement Contractor performs certain services related to the administration of the Rhode Island Medicaid Program that require access to PII, Contractor shall comply with the applicable terms and conditions of HIPAA.

Contractor shall comply with 45 CFR 155.260 and the Minimum Acceptable Risk Standards for Exchanges ("MARS-E") Version 2.0 and shall adopt and implement the privacy and security standards and obligations cited therein. Additionally, Contractor shall adopt and implement the privacy and security standards and obligations adopted by the State in accordance with 45 CFR 155.260 and the MARS-E Version 2.0, to the extent they are not inconsistent with any applicable MARS-E 2.0 standards.

Contractor will 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 will inform the State of any change in its administrative, technical, or operational environments that would impact compliance with the terms of this Agreement, including but not limited to compliance with 45 CFR 155.260.

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

The Contractor shall ensure that PII, PHI or Social Security Administration provided information is not processed, maintained, transmitted, or stored in or by means of data communications channels, electronic devices, computers, or computer networks located in geographic or virtual areas not subject to U.S. law.

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 a person or organization, 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 2 CFR § 200.79 and as defined in OMB Memorandum M-07-16 (May 22, 2007)). 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 2 CFR § 200.82 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 Chapter 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 within one (1) hour by telephone call plus e-mail, web form or fax upon the discovery of any breach, suspected breach, breach of security of PHI, PII or SI or suspected breach of security of PHI, PII or SI. The Contractor shall, within forty-eight (48) hours, notify 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. Breach is defined by OMB Memorandum M-07-16, Safeguarding and Responding to the Breach of Personally Identifiable Information (May 22, 2007), as the compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, loss of control or any similar term or phrase that refers to situations where persons other than authorized users or for other than an authorized purpose have access or potential access to PII, whether physical or electronic. A breach is further 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 also includes 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 includes 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 suspected 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. Department 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 requirements of this PAR. 23 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.

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 2 CFR § 200.500 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 2 CFR § 200.500 et. seq. If a management letter is also issued as part of the audit, the

management letter must be submitted as well (2 CFR § 200.512). 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 2 CFR § 200.501, et seq. at no additional cost for the State, the audit must be performed in accordance with 2 CFR § 200.500 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 2 CFR § 200.500 et. seq. If a management letter is also issued as part of the audit, the management letter must be submitted as well (2 CFR § 200.512). 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 (2 CFR 200.500 et seq.).

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 2 CFR § 200.500 et. seq., the Contractor may not charge the cost of such an audit to a federal award.

Pursuant to 2 CFR § 200.501 (h), "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.

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 2 CFR § 200.328 and 45 CFR 155.1210. All reports pertaining to 2 CFR § 200.331, 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 2 CFR § 200.333.

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 2 CFR § 200.331.

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. OWNERSHIP

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 contract 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. 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.

No licenses will be deemed to have been granted by the State 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. RESERVED

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 project officer and Contractor 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 Project Officer 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 applicable State Department 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 which, shall be administered by the Presiding Justice of the Providence County Superior Court. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the court. The request 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 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

This Agreement is deemed executed and delivered in the City of East Providence, State of Rhode Island, and all questions arising out of or under this Agreement shall be governed by the laws of the State of Rhode Island.

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 contract, or to exercise any option which is herein provided, shall in no way be construed as a waiver of such provision of this contract. 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 via email to the other party at the email 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, telephone numbers, and email addresses of all individuals that the above such notice, approval or consent shall be sent to or copied on.

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. 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.

PAR. 45. TITLE TO INTANGIBLE PROPERTY ACQUIRED UNDER FEDERAL AWARD

The Federal awarding agency and the State reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use software or documentation developed pursuant to this Agreement, and to authorize others to do so pursuant to 2 CFR 200.315.

PAR. 46. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

Contractor shall 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). Contractor shall report any and all violations to the State within 48 hours of discovery.

PAR. 47. ORDER OF PRECEDENCE

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

- (1) The General Conditions of Purchase
- (2) The Agreement
- (3) The Addenda attached to the Agreement
- (4) The RFP; and
- (5) The Proposal

PAR. 48. PROJECT STAFF

48.1. In General

All work will be performed only by the specific individuals identified by Contractor in the Proposal and Bridging Document (“Project Staff Members”). The Contractor agrees to supply the Project Staff Members for as long as this Agreement is in effect

other than for just cause. "Just cause" is defined as death, resignation, termination, or military recall.

48.2. Resignation/Replacement of Project Staff Members

During the term of this Agreement, the State reserves the right to require Contractor to reassign or otherwise remove from the project any Project Staff Members who are found to be unacceptable to the State. Upon being notified in writing by the State that an individual Project Staff Member is unacceptable, Contractor shall immediately remove that individual from any assignments related to this Agreement, and follow the replacement process described herein.

If any Project Staff Member becomes unavailable, Contractor, within ten (10) business days of Contractor's receipt of notice of said individual's unavailability, shall provide the State the resume of three (3) proposed replacements and offer the State an opportunity to interview each person and select the most appropriate replacement candidate. If the State is not reasonably satisfied with the proposed replacement, it shall inform Contractor in writing three (3) business days after the later of receiving the resume or completing any interview of the proposed replacement. Such process shall be repeated until a proposed replacement is approved by the State. Replacement of such Project Staff Member, if approved by the State, shall have equal or greater ability, experience, and training than the individual being replaced.

Signatures on next page.

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
DEPARTMENT OF ADMINISTRATION
HEALTHSOURCE RI:**

Zachary W. Sherman
Director
HealthSource RI

Date

[Insert name of Contractor]

[Insert name of Contractor]

Date

Draft Sample

ADDENDA

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

- ADDENDUM I** - BRIDGING DOCUMENT
- ADDENDUM II** - BUDGET
- ADDENDUM III** - PAYMENTS AND REPORTS SCHEDULE
- ADDENDUM IV** - FISCAL ASSURANCES
- ADDENDUM V** - NOTICE TO THE STATE'S SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
- ADDENDUM VI** - NOTICE TO THE STATE'S 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** - PRIVACY AND SECURITY STANDARDS AND IMPLEMENTATION SPECIFICATIONS FOR NON-EXCHANGE ENTITIES
- ADDENDUM XXI** - MINORITY BUSINESS ENTERPRISE AGREEMENT

ADDENDUM I

BRIDGING DOCUMENT

1. **Preamble**

This Addendum I (“Bridging Document”), is issued to document mutually agreed modifications to the RFP and Proposal. This Bridging Document is being attached and incorporated by reference into the Agreement and will take precedence and supersede the RFP and Proposal where addressed and clarified herein.

Draft Sample

ADDENDUM II
BUDGET

Draft Sample

ADDENDUM III
PAYMENTS AND REPORTS
SCHEDULE

Total payment for services to be provided under the Agreement shall not exceed the total budget as detailed in **ADDENDUM II**.

Contractor shall submit detailed and correct invoices to the State each month that this Agreement is in effect. The State shall pay the Contractor within thirty (30) days of the State's receipt of a correct invoice, subject to the State's approval of the services and deliverables. In the event the State disputes an invoice, the State shall provide written notice thereof to the Contractor prior to the invoice due date, which notice shall specify in reasonable detail the nature of the dispute. Thereafter, the parties shall negotiate in good faith to the expeditiously resolve such dispute.

The invoices and data underlying each invoice shall be delivered to the State electronically (if requested by the State) in a format compatible with the State's accounting systems. All invoices submitted shall be subject to the approval of the State's Contract Officer or his or her designee. No advance payment shall be made.

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 2 CFR § 200.500 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 93.525 . The Contractor must review applicable Federal Statutes, regulations, terms and conditions of the Federal Award in accordance with 2 CFR § 200.331 (a)(2).



ADDENDUM V

STATE OF RHODE ISLAND, EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

NOTICE TO EXECUTIVE OFFICE OF HEALTH AND 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 State of Rhode Island, Executive Office of Health and Human Services (EOHHS) 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. EOHHS 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.

EOHHS reserves its right to at any time review Contractors to assure that they are complying with these requirements. Further, EOHHS 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 EOHHS 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 EOHHS 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 EOHHS, 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 community relations liaison officer, **Executive Office of Health and Human Services**, 3 West Road, Cranston, RI 02920; telephone number: (401) 462-5274.

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

STATE OF RHODE ISLAND, EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

NOTICE TO EXECUTIVE OFFICE OF HEALTH AND 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 **State Of Rhode Island, Executive Office of Health and Human Services (EOHHS)** 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. EOHHS 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 EOHHS 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 EOHHS 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 EOHHS, 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 Community Relations Liaison Officer, **Executive Office of Health and Human Services**, 3 West Road, Cranston, RI 02920; telephone number (401) 462-5274.

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)

Draft Sample

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 contract.

SIGNATURE:

TITLE:

DATE:

Draft Seal

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

SIGNATURE:

TITLE:

DATE:

Draft & Sample

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.

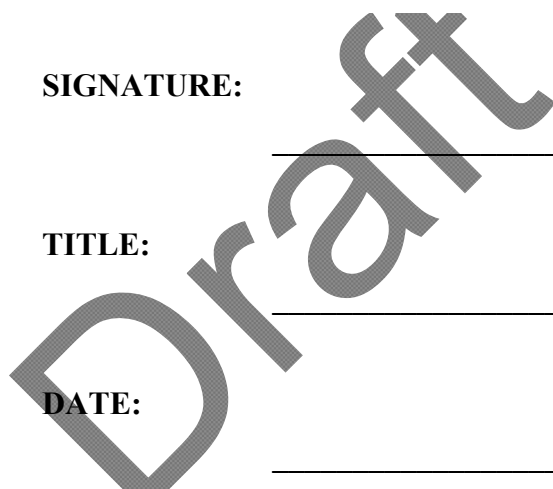
Any failure to comply with a prohibition in this section shall be a violation of this section and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty in an amount not to exceed \$1,000 for each violation, or may be subject to an administrative compliance order, or both, as determined by the Secretary. 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 EOHHS, 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.

Draft Sample

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 department 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 statutes 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 Department 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

(Contractor's Proposal is incorporated by reference and on file with the Division of Purchases)

Draft Sample

ADDENDUM XVII

CORE STAFF POSITIONS

State:

Contractor:

Draft Sample

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			City			Number and Street			City		
State			ZIP+4			State			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	
Official Name				Compensation Amount							
Official Name				Compensation Amount							
Official Name				Compensation Amount							
Official Name				Compensation Amount							
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 Number		Sub-Award Date		FFATA Report Month	
Amendment 1 Obligation Amount		Amendment 1 Date		FFATA Report Month	

Amendment 2 Obligation Amount		Amendment 2 Date		FFATA Report Month	
-------------------------------	--	------------------	--	--------------------	--

ADDENDUM XIX

Business Associate Agreement

Except as otherwise provided in this Business Associate Agreement Addendum, [insert name of Contractor] (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, Department of Administration – HealthSource RI (hereinafter referred to as the “State”), as specified in this Addendum and in the Agreement between the Business Associate and the State that incorporates this Addendum (hereinafter referred to as “the Agreement”), provided such use, access, or disclosure does not violate; (1) other provisions of the Agreement including MARS-E Version 2.0; (2) 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; (3) Rhode Island Mental Health Law, R.I. General Laws Chapter 40.1-5-26, and (4) 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:

As used in this Addendum, all terms used herein carry the meanings assigned in this Section 1. Definitions.

A. Generally:

- (1) Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in 45 C.F.R. §§ 160.103, 164.103, and 164.304, 164.501 and 164.502.
- (2) The following terms used in this Addendum 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, 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 that incorporates this Addendum.

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 Contractor].

D. "Client/Patient" means a person who is a client or patient of Business Associate or the State.

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 HIPAA 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 State in the same manner that such sections apply to the State.

N. "Suspected breach" is a suspected acquisition, access, use or disclosure of protected health information ("PHI") in violation of HIPAA 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 the State.

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 State 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 hour of discovering the 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 State 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 State and in the time and manner designated by State, to PHI in a Designated Record Set to State or, as directed by State, 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 State with the information requested in the electronic form and format requested by the Individual and/or State if it is readily producible in such form and format; or, if not, in a readable electronic form and format as requested by State.
- G. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that State directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of State or an Individual, and in the time and manner designated by State. If Business Associate receives a request for amendment to PHI directly from an Individual, Business Associate shall notify State 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 State available to State, or at the request of State to the Secretary, in a time and manner designated by State 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 State 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 State or an Individual, in a time and manner designated by State, information collected in accordance with this Agreement, to permit State 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 State, it shall, following the discovery of a breach of such information, notify State of such breach within a period of 24 hours after discovery of the breach. 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 State 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 State's under the Privacy Rule, the Business Associate must comply with the requirements of the Privacy Rule that apply to the State 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 State 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 in the Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, State as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by State or the minimum necessary policies and procedures of State required by 45 C.F.R. §164.514(d).

- b. Except as otherwise limited in the 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 the 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 the Agreement, Business Associate may use PHI to provide Data Aggregation services to State as permitted by 45 C.F.R. §164.504 (e)(2)(i)(B).
- e. Except as otherwise limited in the Agreement, 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 State

- a. State shall notify Business Associate of any limitation(s) in its notice of privacy practices 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. State 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. State shall notify Business Associate of any restriction to the use or disclosure of PHI that State 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 State

State 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 State, 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 Addendum shall begin as of the effective date of the Agreement and shall terminate when all of the PHI provided by State to Business Associate, or created or received by Business Associate on behalf of State, is destroyed or returned to State, 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 State's knowledge of a material breach by Business Associate, State 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 State.
- 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 State, or created or received by Business Associate on behalf of State. 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 State'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 State notification of the conditions that make return or destruction infeasible. Upon State'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.

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 State 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 State 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 State, 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 party 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 State 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.

Acknowledged and agreed to by:

Zachary W. Sherman
Director
HealthSource RI

Date

[Insert name of Contractor]

Date

Draft Sample

ADDENDUM XX

RESERVED



ADDENDUM XXI

MINORITY BUSINESS AGREEMENT



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
Minority Business Enterprise Compliance Office
Minority Business Enterprise Utilization Plan

Company Name:
Representative's Name who administers MBE Program:
Street Address:
City, State, Zip: Telephone:
Email: Project Location:
Bid or Project #: Date Bid Opened:
Description of Work:
Contract Value: MBE % Assigned:
Total # of Subcontractors/Suppliers used: # of MBE Subcontractors/Suppliers used:

List All Subcontractors/Suppliers/Consultants/Independent Contractors – Total Dollar Amounts – Scope of Work:

Table with 4 columns: Subcontractor / Supplier, Dollar Value, Scope/Description of Work, RI Certified MBE Y/N

Note: Only those Minority Business Enterprises certified by the Rhode Island Department of Administration may be utilized to fulfill the MBE participation requirement pursuant to RIGL 37-14.1. Vendors may count towards it MBE requirement 60% of expenditures for material and supplies required under a contract and obtained from an MBE regular dealer/supplier, and 100% of such expenditures when obtained from an MBE manufacturer. For firms certified as a broker, only the fees and commission charged for the procurement, but not the cost of the materials or services, are eligible for MBE participation credit. Also note that MBE firms identified above must complete all work under their respective contracts with their own forces.

The above referenced contract will not be released until this plan has been approved by the Director of the Department of Administration or its designee.

For assistance and advice in identifying MBE firms, please call the Minority Business Enterprise Compliance Office at (401) 574-8670. The directory of all certified MBE firms is also located at www.mbe.ri.gov .

Signature of Authorized Agent of Business: Date:

Send Completed Form to: Minority Business Enterprise Compliance Office
Department of Administration
One Capitol Hill 2nd Floor
Providence, RI 02908
Phone: (401) 574-8670
Fax: (401) 574-8387

Draft Sample