



Solicitation Information
7/9/2020

RFP# 7606819

TITLE: RI Bridges Maintenance & Operations Services Vendor

Submission Deadline: September 21, 2020, 1:00 PM

PRE-BID/ PROPOSAL CONFERENCE: Yes
MANDATORY: YES

If YES, any Vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory Pre-Bid/ Proposal Conference. The representative must register at the Pre-Bid/ Proposal Conference and disclose the identity of the vendor whom he/she represents. A vendor's failure to attend and register at the mandatory Pre-Bid/ Proposal Conference shall result in disqualification of the vendor's bid proposals as non-responsive to the solicitation.

DATE: July 27, 2020 at 1:00 – 3:00 PM

Vendors who are interested in bidding, are **required** to attend the pre-bid conference and demo. Please email: doa.purquestions1@purchasing.ri.gov and include the signed NDA form to receive an invite to the zoom conference scheduled for **7/27/2020 from 1:00 – 3:00 PM**.

COVID-19 EMERGENCY PROTOCOL

Vendors and the public are advised that due to Covid-19 emergency social distancing requirements bid openings at the Division of Purchases shall be conducted via live streaming on the ZOOM. Vendors and the public shall not be permitted to enter the Division of Purchases to attend bid openings. Vendors and the public who attend bid openings via live streaming shall be required to identify themselves and a record of all such attendees shall be maintained by the Division of Purchases. Vendor bid proposals shall be opened and read aloud at the date and time listed herein. The results of bid solicitations requiring a public copy for public works projects shall be posted on the Division of Purchases website as soon as possible after the bid opening. For RFP solicitations only vendor names shall be read aloud at the opening.

Vendors and the public are further advised that visitor access to the Powers Building at One Capitol Hill, Providence, RI requires pre-screening at the entrance to the building. In accordance with the Governor's Executive Order(s) and Department of Health emergency regulations all visitors to the Powers Building must wear a cloth mask which covers the nose and mouth. Vendors delivering bid proposals to the Division of Purchases should allow sufficient time for the pre-screening process. The Division of Purchases assumes no responsibility for delays caused by the screening process or any other reason. Vendors are solely responsible for on time delivery of bid proposals. The Division of Purchases shall not accept late bids for any reason.

Bid Opening Virtual Zoom Information

Division of Purchases is inviting you to a scheduled Zoom meeting on **9/21/20 at 1:00 PM.**

Topic: RI Bridges Maintenance & Operations Services Vendor

Time: Sep 21, 2020 01:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/98705882681?pwd=cjB6VGxIUUpTM3hhSlZVWlY4M0l1Zz09>

Meeting ID: 987 0588 2681

Password: 035086

One tap mobile

+13126266799,,98705882681#,,,,0#,,035086# US (Chicago)

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Dial by your location

+1 312 626 6799 US (Chicago)

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+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

888 788 0099 US Toll-free

833 548 0276 US Toll-free

833 548 0282 US Toll-free

877 853 5247 US Toll-free

Meeting ID: 987 0588 2681

Password: 035086

Find your local number: <https://zoom.us/u/aehCADizGs>

Questions concerning this solicitation must be received by the Division of Purchases at doa.purquestions1@purchasing.ri.gov no later than **August 7, 2020 at 1:00 PM**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

BID SURETY BOND REQUIRED: NO

PAYMENT AND PERFORMANCE BOND REQUIRED: YES

Nina M. Lennon
Interdepartmental Project Manager

Note to Applicants:

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

THIS PAGE IS NOT A BIDDER CERTIFICATION COVER FORM

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SECTION 1. INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Division of Information Technology (DoIT), Department of Human Services (DHS), Executive Office of Health and Human Services (EOHHS), and HealthSourceRI (HSRI) (collectively, the State) is soliciting proposals from qualified firms to provide Maintenance and Operations (“M&O”) services for the State’s RI Bridges System (“RI Bridges”), 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 should commence on or about April 1, 2021 for a transition period followed by a five-year term for M&O services to commence on October 1, 2021. Contracts may be renewed based on vendor performance and the availability of funds for up to 48 additional months with each extension not to exceed 24-months.

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

- 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.
- 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.
- 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.
- 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.
- All pricing submitted will be considered to be firm and fixed unless otherwise indicated in the proposal.
- 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.

- The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.
- 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.
- 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.
- 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.

- 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).
- 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

- 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

- Payment and Performance Bond –The successful Vendor must furnish payment and performance bonds equal to fifty percent (50%) of the agreed contract value from a surety licensed to conduct business in the State of Rhode Island upon the tentative award of the contract pursuant to this solicitation.
- In order for the State of Rhode Island to comply with Federal and State regulations, the Vendor shall abide by and ensure that the Services comply with all applicable Federal and State laws and regulations, including:
 - Patient Protection and Affordable Care Act (U.S. Pub. Law 111-148), as amended by the Federal Health Care and Education Reconciliation Act of 2010 (U.S. Pub. Law 111-152); 26 C.F.R. § 1.36B; 45 C.F.R. Parts 155, 156 and 157; and Part 220-RICR-90-00-1.
 - The requirements of the Public Assistance programs within the Department of Human Services as defined in R.I. General Laws 40-6-1, and as amended from time to time, and as also provided pursuant to:
 - Temporary Assistance for Needy Families as Provided For Under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PWORA) (as amended) (Pub. L. 104-193. 45 CFR §§ 260-284 et seq.;
 - Supplemental Nutrition Assistance Program (SNAP) (Federal Food Stamp Act of 1977) (Pub. Law 95-113; 7 CFR §§ 271- 282 et seq.);
 - 42 USC § 608;
 - 42 CFR §§ 400 - 699;
 - R.I. Gen. Laws § 40-5.2-1 et. seq. & R.I. Gen. Laws § 40-5.3-1 et. seq.;
 - R.I. Gen. Laws § 40-6-3.2; and,
 - 45 CFR §§ 400 - 499.
 - The Contracts and Agreements between DHS and the Internal Revenue Service, Social Security Administration and the Executive Office of Health and Human Services.
 - The integrated eligibility system, including but not limited to the requirements of Title XIX (Medicaid), Title XXI (CHIP), and final regulations codified in Title 42 of the Code of Federal Regulations including 42 CFR 431.10, 42 CFR 433.112 and 42 CFR 435. 400 et. seq.
- **Due to the COVID-19 pandemic, the State of Rhode Island recognizes the challenges of conducting onsite meetings, and will therefore, carefully monitor State-issued guidance. The State will then apply guidelines which apply at the time of each RFP phase, fairly for all vendors participating in those subsequent phases.**

SECTION 2. BACKGROUND

2.A Background and Status of RI Bridges System

RI Bridges is a complex integrated eligibility system which was built on behalf of the Executive Office of Health & Human Services (EOHHS), the Department of Human Services (DHS) and HealthSource RI (the State’s health insurance exchange). The goal of the project was to develop a fully integrated system with business rules capable of determining eligibility for a spectrum of health and human service programs and to provide customers with timely and accurate access to benefits and programs for which they are eligible. The system administers benefits to a large number of Rhode Islanders each year and includes the administration of the State's key benefit programs.

The RI Bridges system was developed in multiple stages over a multi-year period beginning with the delivery of Phase 1 in October of 2013 which created Rhode Island's health exchange, HealthSource RI (HSRI) and established income-based Medicaid eligibility capabilities (MAGI). This phase of the project was central to improving access to health insurance coverage for Rhode Islanders and achieving one of the lowest uninsured rates in the country at 3.7% in 2018. Medicaid expansion through RI Bridges has reached 73,773 covered lives as of May 31, 2019. Based on the Kaiser Family Foundation's review of the Census Bureau's American Community Survey, Rhode Island is ranked second in the nation for children's health coverage, with 98% of children insured. The State continues to prioritize and make progress toward strengthening access to healthcare and other critical support programs. This continued strengthening is evidenced by FFY 2019's HSRI open enrollment period, which was one of the most successful enrollment periods since the inception of the health exchange.

In September 2016, new functionality to support the Human Services programs and non-income-based Medicaid eligibility was added to the system as part of Phase 2. Some of the key programs currently supported by RI Bridges include the Supplemental Nutrition Assistance Program ("SNAP"), Child Care Assistance Program ("CCAP"), R.I. Works (RIW), Long Term Services and Supports ("LTSS") and General Public Assistance ("GPA") Program. Please refer to Appendix F for additional program information.

The primary users of RI Bridges include but are not limited to the following:

- **Customers / Clients:** RI Residents seeking to determine their eligibility for and potentially enroll in health coverage and/or human services from the State either through the Customer Portal or by contacting a field office in person or by phone.
- **Workers:** RI State Staff, including DHS workers and HSRI contact center staff, who meet with Customers to determine program eligibility and to assist in providing access to specific benefits and programs or other services. Workers leverage admin tools such as the Worker Inbox and Worker Portal to provide efficient and high-quality service to Customers. Workers may also refer to Operational Staff who provide back office assistance in support of service to customers.
- **Program Administrators:** RI Staff who manage specific programs by developing or enhancing program policies, overseeing the implementation of rule changes and ensuring business outcomes and KPIs are achieved.
- **Outside Providers and Community Partners:** Outside companies, agencies, and community partners (e.g. Child Care Providers and RIW Providers, HealthSource Navigators) that are contracted to perform services on behalf of the State in support of the Customers. Some of these agencies may interact directly with RI Bridges through customized portals (e.g. CCAP Provider Portal, Employment Activity Referral and Response (EARR) Portal for RIW) or through other system interfaces.

An overview of the architecture of RI Bridges can be found in Appendices C and S. Primarily the system provides the following high-level functionality:

- **Application Intake:** Allows customers to apply for benefits and programs by gathering the appropriate customer data required to determine eligibility.

- **Eligibility Determination:** Reviews customer data against a hierarchy of business rules to determine which services the customer is eligible to receive.
- **Program Enrollment:** Once eligibility is determined, generate appropriate enrollment transactions for customers in health programs. (e.g. MMIS enrollment and Health Insurance carriers)
- **Benefit Payments:** Facilitates the payments associated with delivery of certain benefits and programs (e.g. EBT cards, Child Care Reimbursement)
- **Customer Changes:** Allows customer data to be updated and when needed triggers a rerun of eligibility determination.
- **Recertification:** Provides recertification of eligibility to receive benefits.
- **Open Enrollment (Health Exchange):** Supports an annual enrollment period during which existing customers are auto-renewed into a plan for the upcoming benefit year with projected eligibility and new customers may enroll in a plan for the coming year via HealthSource RI
- **Customer Notifications:** Notifies customers as needed to disclose information regarding program eligibility, changes in status (including termination) and other key updates. Delivery of Customer notifications include printed and online.
- **Benefits and Programs Termination:** Terminates benefits and programs when customer is no longer eligible.
- **Workflow Management:** Provide workers and supervisors with functionality to manage workload (task management) and facilitate customer office visits.
- **Attendance Tracking:** Allow community partners and providers to enter data about program attendance and enrollment.
- **Sanctions:** Suspends access to benefits and programs and enforces sanctions as defined by specific program policies.
- **Interfaces:** Supports 200+ stable interfaces (batch and real time) to enable the flow of information to and from external systems to enable the full capabilities of RIBridges.
- **Reporting:** Generates reports used to operate the business and for federal/state required submissions.

Since the implementation of Phase 2, the State has made substantial progress in strengthening project governance, IT and agency operations, and vendor management and administration. Agency operational capabilities have been strengthened through improvements in technology and business processes, while, at the same time, vendor administration and oversight has been moved forward by using contracting tools such as key performance indicators (KPIs) and Service Level

Agreements (SLAs). As a result of this work, timeliness and accuracy of benefits have increased, case backlogs have decreased, and reported incidents have been below stabilization targets. Medical benefit accuracy, SNAP and cash benefit accuracy and QHP accuracy have all been at or above their respective KPI targets (range 95%-97%) since March of 2019.

The following table provides some examples of improved system metrics that showcase the stability and maturity of the system:

Key Progress Metrics	Current Status
Unresolved System Incidents	Unresolved system incidents have decreased by 98%, from 6,634 in October 2017 to 147 in May 2020, none of which are severity 1 or 2.
System Incidents Logged	The number of system incidents logged on a weekly basis has decreased from more than 500 per week in February 2018 to an average weekly inflow of 128 incidents in 2020 which is consistently below the steady state target of 220-270 incidents.
Total Untriaged Incidents	The number of untriaged incidents has been cut by 98%, from 1,007 in October 2017 to 147 in May 2020.
Known Code Defects	The number of known code defects has decreased by 70% from 1,071 in January 2019 to 327 in May 2020.

Another key example of the system progress can be seen in the steady decline of the code fix backlog since the beginning of 2019. The following chart provides an illustration of the 70% decline in the code fix backlog from January 2019 to May 2020. Additionally, the State expects the code fix backlog to continue to decline/stabilize until the steady state described in Appendix J has been reached.

CONFIDENTIAL DRAFT WORKING PAPER UNDER RI Gen. Laws § 38-2-2 (4)(K)

RIBridges Technical Metrics – Problem Ticket Backlog

As of May 28, 2020 (7:00 AM EST)

JIRA Problem Backlog Breakdown Day over Day



The history of the progression of the RI Bridges project is visualized by the following chart which depicts the evaluation of the project health by the IV&V vendor:

Original Project Health Indicators	March 2017	March 2018	March 2019		Revised Project Health Indicators ²	May 2020
Overall Project Health	Red	Yellow	Yellow	Revised Indicators in April 2019	Overall Project Health	Green
Quality	Red	Red	Yellow		Business Outcomes	Green
System & Acceptance Testing	Red	Red	Green		System Health	Green
Schedule	Red	Yellow	Green		Scope & Schedule Management	Green
Scope/Change Management	Red	Yellow	Yellow			
Risk/Issue Management	Red	Yellow	Green		Program Management	Green
Communication	Red	Green	Green			
Project Management	Red	Green	Green			
Security	Red	Yellow	Green		Security	Green
Technical/Architectural	Not Assessed	Yellow ¹	Yellow		Technical/Architectural	Green

¹Technical/Architectural became an indicator in April 2018.

²Project Health Indicators were revised in April 2019.

For the first time since go-live, IV&V reported the overall RI Bridges project health as “green” in their August 2019 assessment. All remaining “yellow” health indicators transitioned to “green” in September 2019. The latest assessment reported in May 2020 continues to reflect “green” across all health indicators.

Additional information regarding the status of the project can be found in the Appendix J

Deloitte Consulting LLP is currently performing the Maintenance & Operations (M&O) services for RI Bridges and is expected to continue to do so through September 2021. Vendors must assume the sole responsibility for supporting the system in a steady-state maintenance and operations mode beginning October 1st, 2021. Transition from the incumbent vendor must be completed by September 30th, 2021 and vendors are expected to propose a detailed transition plan as referenced in Section 4.C.

2.B Background on Request for Proposal

Based on the background information and program status described in the previous section, the State is releasing this request for proposals for the maintenance and operations of the RI Bridges system. The State is seeking a vendor that will bring proven experience maintaining and operating cross-agency multi-program integrated eligibility systems in a business-critical production environment. The vendor will be expected to complete continued enhancement work to meet policy, operational and technical objectives. Further, the State is seeking a vendor that brings expertise and innovative thinking in the areas of enterprise program management, governance, business operations support.

This RI Bridges vendor will be required to operate in a cross-functional environment. Key stakeholders for day-to-day system operations and program governance included: DHS, EOHHS, HSRI, DoIT, other RI state agencies, federal agencies, multiple other vendors supporting the RI Bridges program (refer to Appendix F). The vendor should expect that, in addition to working with DoIT and agency IT, operation of program governance will include significant interaction with members of the State agencies’ policy, legal, operations, and business leadership teams.

The State has the following objectives in selecting a vendor to provide maintenance and operations services for the RI Bridges program:

1. Continue to **maintain, operate, and improve the RI Bridges system** which delivers benefits and programs to Rhode Islanders in a manner that is compliant with state and federal regulations
2. Continue to plan for and **execute infrastructure, hardware and software maintenance** to ensure ongoing, secure, stable system operations as well as application development, testing, and training
3. Operate an effective and sustainable **RI Bridges program governance model** including but not limited to active issue/risk management, industry compliant ITIL based incident/problem management, maintenance planning, release planning, operational control/monitoring, data management, change management, architecture management, technical change management and an executive committee.
4. Maintain and operate a documented **RI Bridges Software Development Lifecycle (SDLC)** that uses mature development processes and tools ensuring implementation of industry best practices, maintenance of system documentation, and adherence to a high standard for system security and performance.
5. Complete regular **application maintenance releases** to fix system bugs and make improvements
6. As business priorities emerge, complete **design, development and implement** system enhancements to existing functionality
7. Operate and mature an **information management/business intelligence** platform within the **RI Bridges** program allowing easy access to relevant data for stakeholders across all State agencies
8. Support **implementation and operational readiness** for system improvements

For each listed objective, the State is seeking a vendor that will bring thought leadership across all facets of the program (application, infrastructure, governance and business processes) as a part of regular maintenance and operations.

Section 4 of this document further details the scope of work that the selected vendor will be required to complete. Additionally, Section 4 is divided into three sub-sections – 4.A for fixed price services, 4.B for hourly based services, and 4.C and 4.D for transition services. The high-level scope of each component is broken down as follows:

Service Type	Service Description	RFP Section
Fixed Price Services	<p>Program Management Services</p> <p><i>The vendor is responsible for supporting the overall <u>RI Bridges</u> program management function including the following focus areas:</i></p> <ul style="list-style-type: none"> <i>A. Define, operate and maintain the overall project governance as described in Appendix D</i> <i>B. Maintain the overall project schedule and release runway</i> <i>C. Enable effective decision-making by the State’s Executive Committee regarding scope and ensure alignment to budgets</i> 	4.A.1

	<p><i>D. Support business programs to enable release planning and scope prioritization</i></p> <p><i>E. Help the State plan and facilitate annual portfolio planning</i></p> <p><i>F. Support Program Leads in achieving business outcomes</i></p> <p><i>G. Prepare and deliver regular executive status reporting</i></p> <p><i>H. Provide metrics to monitor performance</i></p> <p><i>I. Maintain and update all project and system documentation</i></p> <p><i>J. Perform contract management</i></p> <p><i>K. Provide support for audits</i></p>	
	<p>Application Maintenance Services</p> <p><i>The vendor is responsible for maintaining, operating, and improving the RI Bridges system including the following items:</i></p> <ul style="list-style-type: none"> • <i>Operate, in collaboration with the state, RI Bridges incident management process including operation of a command center process for priority issues</i> • <i>Operate RI Bridges problem management process</i> • <i>Complete minor application enhancements (5,000 hours per quarter) for RI Bridges system</i> • <i>Complete annual maintenance activities (batch job updates, reference tables updates, etc. (refer Appendix E)</i> • <i>Maintain, operate, and improve all release management processes</i> • <i>Maintain, operate, and improve the information management/business intelligence platform with a focus on improving ease of use of reporting functionality to allow for self-service and "on-demand" reporting by the business.</i> • <i>Maintain and operate robotic process automation</i> 	<p>4.A.2</p>
	<p>Technical Operations Maintenance Services</p> <p><i>The vendor is responsible for maintaining, operating, and improving the RI Bridges system infrastructure and technology (hardware/software), including the following:</i></p> <ul style="list-style-type: none"> • <i>Database Management</i> • <i>Application Operations</i> • <i>Disaster Planning & Recovery</i> • <i>Hosting and Infrastructure Management</i> • <i>System Health Check and Monitoring</i> • <i>Application Architecture Management</i> • <i>System Patch and Upgrades Management</i> • <i>Hardware and Software Upgrades</i> 	<p>4.A.3</p>

	<p>Security Operations Services</p> <p><i>The vendor is responsible for maintaining security of the RI Bridges system with an objective to provide confidentiality, integrity and availability of the sensitive data within the system. The following activities must be performed:</i></p> <ul style="list-style-type: none"> • <i>Prevent cybersecurity threats and detect incidents and threats</i> • <i>Maintain compliance with state and federal security and privacy standards</i> • <i>Maintain security servers and access control</i> • <i>Provide system security audit support</i> • <i>Perform security testing and scanning and support the RI Bridges Secure Software Development Life Cycle (SSDLC)</i> 	<p>4.A.4</p>
	<p>Health Coverage Operations Services</p> <p><i>The vendor is responsible for completing health coverage operations services as listed below:</i></p> <ul style="list-style-type: none"> • <i>Complete reconciliation between the RI Bridges system and its health coverage partner systems (financial management system, carriers, CMS, MMIS)</i> • <i>Complete billing and enrollment support services to correct billing and enrollment related issues for QHP customers</i> • <i>Maintain, operate, and improve the financial management system which supports the exchange billing and invoice generation processes (currently performed by NFP Health)</i> 	<p>4.A.5</p>
<p>Hourly Services</p>	<p>Application Enhancement Services</p> <p><i>The vendor is responsible for performing RI Bridges application enhancements based on business priority and in accordance with the software development lifecycle described in the application maintenance services section. Application enhancements may follow modified timelines based on business need and release governance processes. The State projects purchasing approximately 10,000 hours of application enhancements per year.</i></p> <p><i>Please note that hours purchased as a part of these services are in addition to the 5,000 quarterly hours allocated for small application enhancements and service requests which are included in the fixed price work as a part of Section 4.2.A “Application Maintenance Services.”</i></p>	<p>4.B.1</p>
	<p>Technical Operations Enhancement Services</p>	<p>4.B.2</p>

	<p><i>The vendor is responsible for performing RI Bridges technical operations enhancements (major hardware/software upgrades) based on business priority and in accordance with the technical operations and planning services described above. Technical enhancements may follow modified timelines based on business need and release governance processes. The State projects purchasing approximately 5,000 hours of technical operations enhancements per year.</i></p>	
	<p>Information Management Enhancement Services</p> <p><i>The vendor is responsible for performing RI Bridges information management enhancements and ad hoc reporting based on business priority and in accordance with the software development lifecycle described in the application maintenance services section. The State projects purchasing approximately 5,000 hours of information management enhancements and ad hoc reporting services per year.</i></p>	<p>4.B.3</p>
	<p>Professional Services</p> <p><i>The vendor is responsible for providing various professional services related to the RI Bridges program on an as needed basis. These services may include but are not limited to:</i></p> <ul style="list-style-type: none"> • <i>Provide support services to state operations teams (DHS, HSRI, EOHHS)</i> • <i>Complete ad-hoc executive reporting or support regarding program health, progress, or status</i> • <i>Provide audit support services for audits not listed in program management services</i> <p><i>The State projects purchasing approximately 1,000 hours of information management enhancements and ad hoc reporting services per year.</i></p>	<p>4.B.4</p>

The State requests that vendors note that the following activities are out of scope for this RFP:

- Operation of the State Data Center facility where RI Bridges infrastructure is hosted, whereas the operations of the actual infrastructure is in scope
- Operation of the RI Bridges mail room for printing and mailing system generated notices (excluding FMS generated invoices)
- Operation of DHS, EOHHS, and HSRI field offices including non-system technical support (printers, laptops, etc.)
- Managing user access and permissions for the RI Bridges system

In addition to the details provided in Section 4 Scope of Work (SOW), the following appendices are provided which provide further insights into the current system and its performance. The table also lists Exhibit 1 which requires Vendor responses.

List of RFP Appendixes and Exhibits		
RFP Reference	Document Name	Description
Appendix A	Appendix A ISBE	Proposer ISBE responsibilities and MBE, WBE, and/or disability business enterprise participation form
Appendix B	Appendix B Production Interfaces	RI Bridges Production Interfaces
Appendix C	Appendix C RI Bridges Functional, Physical, and Security Architecture Diagrams	RI Bridges Functional, Physical, and Security Architecture Diagrams
Appendix D	Appendix D RI Bridges Governance Model	RI Bridges Governance Model
Appendix E	Appendix E RI Bridges Annual Maintenance Activities	RI Bridges Annual Maintenance Activities
Appendix F	Appendix F RI Bridges Functionality and Stakeholder Landscape	RI Bridges Functionality and Stakeholder Landscape
Appendix G	Appendix G Hardware Software List	RI Bridges Hardware List
Appendix H	Appendix H Terms and Conditions (Master Services Agreement) (MSA))	Master Services Agreement MSA
Appendix I	Appendix I Performance Management	Service Level Agreement (SLA), Key Measures and Key Performance Indicators
Appendix J	Appendix J RI Bridges System Metrics	RI Bridges System Metrics
Appendix K	Appendix K FMS System Description	Financial Management System (FMS) Description
Appendix L	Appendix L Non-Disclosure Agreement (NDA) Response Form	Non-Disclosure Agreement (NDA) Response Form
Appendix M	Appendix M Production Batch Jobs	RI Bridges Production Batch Jobs
Appendix N	Appendix N RI Bridges Glossary RFP	RI Bridges RFP Glossary
Appendix O	Appendix O Insurance Requirements	General Condition of Purchase, General Insurance Requirements-Addendum A, Schedule A3 Information Technology (as amended)
Exhibit 1	Exhibit 1 Cost Proposal Pricing Response Form	Vendor Pricing Response Form

In addition to the required services listed in the Scope of Work section of this RFP, the State strongly encourages vendors to propose additional “value added services” as a part of their response (see Section 5). Such services should offer the State material value addition such as year-over-year Total Cost of Ownership (TCO) reduction, usability/efficiency gains for workers, or significant system issue resolution process improvements (e.g. reduced turnaround time, increased quality). Value added services may include, but are not limited to, self-service reporting/dashboards, self-service system maintenance (State accessible application

configurations), implementation of modern DevOps processes, and implementation of infrastructure-as-a-service capability. |

SECTION 3: MANDATORY NON-DISCLOSURE AGREEMENT (NDA) AND SYSTEM DEMONSTRATION

Based on the release of “Confidential Information during this RFP process” the State has deemed it necessary to request that vendors sign “Appendix L” the attached Limited Use Non-Disclosure Agreement. By signing the NDA, vendors will be granted access to the State’s Data Room, a virtual data room where additional relevant data will be posted, if necessary. In addition to receiving access to the virtual Data Room, signing the NDA will grant up to four (4) vendor representatives’ entry to the System Demonstration session scheduled for **07/27/2020**.

Bidders must request access to the Data Room and participate in the System Demonstration. In both, the Data Room and during the subsequent System Demonstration, the State will provide important information which the State believes to be beneficial to the bidders, allowing them to submit more informed, comprehensive, and successful bids.

However, the State, at its sole discretion, reserves the right to reject access to the Data Room and System Demonstration session due to the nature of the information being confidential. The State deems that such System confidential information is not subject to public disclosure and may be a potential security threat. Therefore, the State may reject access to such confidential information.

Vendors are required to sign and return the NDA to the State, via the following email address of DOA.purquestions1@purchasing.ri.gov, no later than **07/24/2020 at 1:00 PM EST**. Once the State is in receipt of one (1) vendor-specific email and address, which will be used to access the State Data Room, and the vendor’s signed NDA form, the vendor will receive a reply containing the link to access the State Data Room. The vendor will also be approved to attend the System Demonstration. Please see below for additional information.

All vendor emails for the purposes stated above, and with the necessary information in the timeline noted, will be satisfied within 72 hours of receipt. It is important vendors note that only NDA submittals will be processed through this email address, and any questions will not be answered.

In accordance with the NDA requirement, each representative must register at the System Demonstration session and disclose the identity of the vendor whom he/she represents. **A vendor’s failure to attend and register at the mandatory System Demonstration session shall result in disqualification of the vendor’s bid proposals as non-responsive to the solicitation.**

It is important for the vendors to understand the RI Bridges System, its functions, and the accuracy and timeliness of its processes.

1. Brief introduction by Rhode Island’s Division of Purchases.
2. Comments from the Department of Information Technology’s Vendor Management Office.
3. Agency-lead discussions of the business aspects of the System
4. Department of Information Technology discussion of the technical aspects of the System
5. Closing Remarks

SECTION 4: SCOPE OF WORK AND REQUIREMENTS

4.A Scope of Work

This Section details the scope of work that the vendor will be required to complete. It is divided into three sub-sections – 4.A for fixed price services, 4.B for hourly based services, and 4.C and 4.D for transition services. The State has made considerable effort to make this section comprehensive. In the event that there has been any accidental omission of a scope item that is required for the continued operation of the RI Bridges program, such items will be considered in-scope. The State will work with the Vendor to define specific due dates for key deliverables, along with overall review/acceptance criteria. The state will review for consistency with established deliverable expectations and will accept or direct changes within the agreed upon number of business days (to be determined during contract negotiations). All deliverables must be explicitly accepted; in no case shall deliverables be deemed accepted by the state’s failure to respond within the initial time frame or upon subsequent resubmissions.

4.A.1 Program Management

The vendor is responsible for facilitating the overall program management of RI Bridges including, but not limited to the following:

- Define, operate and maintain the overall project governance as described in Appendix D
- Maintain the overall project schedule and release runway
- Enable effective decision-making by the State’s Executive Committee regarding scope to ensure alignment to budgets
- Support business programs to enable release planning and to coordinate scope prioritization
- Help the State Plan and facilitate annual portfolio planning
- Support Program Leads in achieving business outcomes
- Prepare and deliver regular executive status reporting
- Provide metrics to monitor performance
- Maintain and update all project and system documentation
- Perform contract management
- Provide support for yearly audits

Each of these areas of responsibility are described in more detail below.

1. Project Governance

Vendor Responsibilities:

- Ensure an overall project governance framework is defined in detail to enable effective governance practices across all aspects of the RI Bridges project
- The governance model or changes to any part of the framework must be approved by the State Project governance must continue to hold the Vendor responsible for coordinating all facets of the project in adherence to defined standards while allowing the decision-making authority to remain with the State.
- Continuously improve the governance model based on industry best practices (such as ITIL, PMI, NIST) and update all supporting documentation, artifacts, and tools to reflect any approved changes
- Manage and maintain the tools, workflows and processes associated with the approved governance model defined for the RI Bridges project
- Schedule and facilitate all project governance meetings in accordance with the defined meeting objectives, including planning agendas, developing meeting

materials, documenting attendees, tracking action items and recording key decisions. Examples of the key governance meetings being used to manage the project include:

- Change Review Board (CRB)
 - Issue Resolution Committee (IRC)
 - Maintenance Prioritization Meeting (MPC)
 - Executive Project Review (EPR)
 - Release Planning Committee (RPC)
 - Architecture Review Board (ARB)
 - Data Review Board (DRB)
 - Technical Change Control Board (TCCB)
 - Operational Control Committee (OCC)
 - Daily Operational Meetings
- Perform active risk / issue management to develop mitigation plans and to ensure proper escalation when required
 - Provide project organization charts with well-defined roles and points of escalation
 - Create and maintain a SharePoint site for the Project which should serve as the central repository for all project deliverables and governance artifacts
 - Provide and maintain other online tools to manage the workflows which support the project governance (i.e. ServiceNow, JIRA)
 - Administration and maintenance of tools utilized to support the PMO function (i.e. ServiceNow, JIRA)
 - Track and monitor the required approvals on all work products
 - Develop and maintain onboarding materials to explain the RI Bridges program to new resources

Deliverables:

- Updated governance documentation such as process workflows, meeting charters, templates and artifacts
- RI Bridges Program SharePoint site
- Meeting materials, meeting minutes (Action Items, Decisions, Meeting Highlights)
- Risks / Issues online register
- Organization chart depicting defined roles & points of escalation
- Dashboards to track approvals of work products

2. Project Schedule & Release Runway

Vendor Responsibilities:

- Maintain and publish a schedule of the key dates and milestones across the RI Bridges Program in support of all technical and operational activities
- Monitor adherence to the schedule, highlighting risks / issues and creating mitigation plans to avoid schedule delays
- Build detailed work plans in support of the SDLC for major enhancement projects and technical and security upgrades
- Create and maintain the Release Runway to track all planned hardware and software release activities
- Create schedules in support of annual operational activities including but not limited to COLA, Open Enrollment, requisite tax document issuance (Form

1095), SNAP FPL. The full list of annual operational activities can be found in Appendix E.

- Communicate critical deadlines in advance and support, through adherence to pre-determined principals of project governance, an appropriate process for receiving critical state inputs in a way that is manageable for state resources

Deliverables:

- Overall project schedule and milestones
- Release Runway
- Annual Maintenance Calendar

3. Project Scope & Release Planning

Vendor Responsibilities:

- Support the Business Requirement Request (BRR) and Service Request (SR) intake and prioritization process by working with Agency Leadership to assess business cases and perform IT Assessments to determine technical feasibility, complexity and level of effort
- Work with the State to bring potential scope options to the Executive Committee for decision making
- Manage scope to budgeted hours through transparent reporting and showing impact on budgets before scope is approved
- Ensure any release scope changes are managed through the appropriate change control process which will include the necessary approvals
- Assess the operational considerations associated with each release to ensure the business operations is ready to accept the system changes including related data fixes, changes to operational processes or the retirement of workarounds as well as any required training support, documentation support and necessary change management activities

Deliverables:

- BRR intake process and dashboards
- Proposals for release scope with information required for decision making (i.e. ROMs, Testing Coverage)
- Budgetary reports showing planned to actuals as well as impact of proposed scope
- Process for approving any changes to release scope
- Operational readiness review assessments and completed checklists
- Standard ROM estimation tool completed with resulting ROMs stored in JIRA

4. Yearly Portfolio Planning

Vendor Responsibilities:

- Work with the state to align projected work with budget forecasts and changes to ensure the achievement of state budget spending targets.
- Conduct yearly planning process to help the State identify business outcomes and priorities for the upcoming year. Note that this work will be directly related to the services delivered under section 4.B.1
- Recommend a set of priorities each year for enhancement releases based on system performance, lessons learned in other states, including business and technology trends
- Provide Rough Order of Magnitude (“ROM”) on vendor’s recommendations

the State selects for further exploration, and provide additional information that will allow the State to make an informed decision on priorities

- Propose the annual release plan including the timeline and capacity per release for the upcoming year
- Deliver quarterly technology forecasts, including end-of-life (EOL) HW/SW Technology and budgetary forecasts and roadmap for HW/SW updates, application code framework level enhancements, and DR planning to the State to support planning for future changes through the applicable governance process(es)

Deliverables:

- Framework for prioritization of annual business outcomes
- Proposed release plan / schedule and recommended enhancements aligned to business outcomes
- End-of-life HW/SW forecasts
- HW/SW planned updates

5. Business Program / “Theme” Management

Vendor Responsibilities:

- Align resources to specific business outcomes (known as “themes”) to provide ongoing support to enable the Program Leads to:
 - Understand the business impact of specific defects and understand the impact of specific defects on planned changes (BRRs)
 - Prioritize system defects to business outcomes
 - Identify required system enhancements and provide input to the business case
 - Identify and manage risks to the program
 - Assist in developing the requirements to enable potential enhancements to be scoped as an input to prioritization
- Provide technical knowledge and expertise to specific programs (i.e. Child Care Assistance Program) and enable the Program Leads to leverage the system to reach specific program goals
- Produce key business metrics and reporting to allow program goals to be tracked and improvement opportunities to be identified including the impact of known defects on those goals

Deliverables:

- Prioritized defects and enhancements aligned to program business outcomes
- Program / Theme roadmaps aligning priorities to releases
- Program metrics and dashboards
- Program specific risks or issues
- Recommendations for prioritized enhancement to achieve a specified business outcome
- Requirements Traceability Matrix

6. Program Status Reporting

Vendor Responsibilities:

- Prepare and deliver regular executive status reporting across all aspects of RI Bridges Program including but not limited to technology updates, operational updates, and financial/contract performance updates

- Provide bi-weekly financial reports including budget forecasts and actuals as part of CRB to enable Executive decisions prior to beginning hourly work
- Create specific status reporting as required by our Federal Partners
- Produce weekly Release Scorecards to track the status of each release
- Provide additional status materials (e.g. Status of COLA activities) where needed to facilitate status reviews

Deliverables:

- Executive status reports
- Financial reports
- Reports for outside Federal Partners
- Weekly Release Scorecards
- As needed status updates or reports

7. Performance Reporting

Vendor Responsibilities:

- Vendors should plan to deliver the following reports to enable the State to assess the Vendor's performance against a set of standard SLAs and KPIs. The vendor is encouraged to propose an alternative reporting structure if they believe it will provide additional value to the business.
- Develop and deliver monthly reports on Vendor's SLA's, and KPI's (Key Performance Indicators)
- Provide daily IT metrics to facilitate Incident and Problem Management
- Deliver monthly IT trends and Executive analysis to assess overall system health and identify areas for improvement
- Provide a monthly corrective action plan to address any missed SLAs or KPIs
- Develop and deliver reports and real-time dashboards on operational performance (at least weekly)
- For all listed reports, strive to automate or make available online in a central repository through a visualization tool

Deliverables:

- Monthly SLA and KPI reports
- Daily and weekly IT metrics dashboards
- Monthly IT trends and analysis
- Monthly corrective action plan (as needed)
- Operational performance reports and dashboards

8. Project Documentation

Vendor Responsibilities:

- Maintain a project documentation repository (SharePoint) and administer access with State confirmation
- Ensure production versions of the base system documentation are updated to reflect any changes released into production
- Ensure documentation remains in a form that is conducive to future revisions and ongoing maintenance. Documentation should be readily accessible, and the SharePoint structure should be defined to allow the State to easily locate documents.

- Documentation includes: Functional Design Documents (FDDs), Technical Design Documents (TDDs), data model(s), data dictionary and Production Standard Operating Procedures (SOP)
- Define and manage the deliverable approval process to ensure design changes are reviewed and approved by the State in accordance with the SDLC prior to changes being promoted to production. The review process should be supported using online tools and dashboards (i.e. JIRA, SharePoint).

Deliverables:

- SharePoint Project documentation repository
- Standard workflow and online dashboards to facilitate the document approval process
- Systems Documentation that reflects the current state of the production version of the system at all times, which includes: Functional Design Documents (FDDs), Technical Design Documents (TDDs), data model(s), data dictionary and Production Standard Operating Procedures (SOP)

9. Contract Management

Vendor Responsibilities:

- Maintain a list of contract deliverables and provide a monthly status of each item in support of the invoice approval process
- Maintain contract correspondence between the Parties
- Maintain an Invoice Summary, Detail and aging report
- Maintain a master list of Change Orders
- Conduct monthly contract management meeting
- Conduct a quarterly Customer Satisfaction Survey and publish an action plan to address any issues.
- Conduct a quarterly Deliverables Quality Audit report (timeliness, frequency, accuracy, value, completeness and target audience) and publish an action plan to address any issues
- Tangible Continuous Improvement Proposals (CIP) for cost and operational performance cycle time reduction and value enhancement
- Contract Performance Issue Resolution Escalation Communication Hierarchy
- Track Performance to Budget/Forecast/Actuals
- Track Performance to Schedule (Releases and Enhancements)

Deliverables:

- Monthly status reports for all contract deliverables
- Contract Correspondence report
- Invoice Summary, Detail and Aging report
- Change Order Summary, Trend and Detail Report
- Monthly Contract Management Meeting minutes
- SLAs and KPIs Performance Reports (if not covered elsewhere)
- Staffing Reports (if not covered elsewhere)
- Customer Satisfaction Survey results and action plan
- Deliverables Quality Audit Report and action plan
- CIP Progress Report
- Contract Performance Issue Resolution Escalation Communication Hierarchy Chart

- Budget/Forecast/Actual Reports
- Release and Enhancement Schedule Tracking Report

10. Audit & Monitoring Support

Vendor Responsibilities:

- As part of the fixed price services, the vendor shall support programmatic audits by providing information and artifacts requested by the auditor, including but not limited to the following:
 - State-Based Exchange Programmatic audit
 - Medicaid PERM audit
 - State Auditor General yearly RIBridges system audit
- State compliance with federal monitoring requirements regarding program, fiscal, and system information. As part of the fixed price services, the vendor shall perform:
 - SOC 1 Type 2 audit for the Financial Management System (FMS) within 1 year.
 - Repeat SOC 1 Type 2 annually.
- In addition, the Vendor may provide additional hourly-based audit services and support as required by the State as shown under the hourly-based Professional Services category

Deliverables:

- Deliverables as defined by the standard annual audits.

4.A.2 Application Maintenance

The vendor is responsible for maintaining, operating, and improving the RI Bridges system including the items listed below. Vendors should note that warranty requirements, which apply to both functional and technical specifications, are described in Appendix H. Vendors should explain how warranty defects will be corrected without cost to the State and without impact to otherwise planned scope and schedule.

- Operate, in collaboration with the state, RI Bridges incident management process including operation of a command center process for priority issues
- Operate RI Bridges problem management process
- Complete minor application enhancements (5,000 hours per quarter) for RI Bridges system
- Complete annual maintenance activities (batches, reference tables, etc.)
- Maintain, operate, and improve all release management processes
- Maintain, operate, and improve the information management/business intelligence platform with a focus on improving ease of use of reporting functionality to allow for self-service and "on-demand" reporting by the business.
- Maintaining and operate robotic process automation

1. Incident and Problem Management Processes

Vendor Responsibilities:

- Maintain and operate an ITIL-aligned incident and problem management processes including front-end help desk request tracking via Jira Service Desk or an equivalent tool.
- Triage production Incidents and operate daily joint triage meetings with State agencies and IT. Issues may include:

- Application issues reported by field staff, State Tier 2 teams, or State IT staff
- Batch / interface / reports / notices issues, and exceptions identified by the vendor and State technical operations team
- Application performance related issues identified by system health monitoring
- Perform root cause analysis on problem tickets including an assessment of the impacted cases and potential operational impacts.
- Proactively monitor the inflow of new problem tickets to identify trends and potential opportunities for improving coding practices and expanding test coverage to ensure scenarios are adequately validated prior to a code deployment.
- Develop and distribute issues briefs and workarounds (in the form of quick reference guides (QRGs)) for Severity 1 and Severity 2 Incidents (and select Severity 3 to which the parties agree)
- Operate command center for issue resolution for severity 1 and severity 2 software deficiencies
- Coordinate post-release validation and communicate resolution of incidents back to users
- Adhere to related SLAs as described in Appendix I

Deliverables:

- Weekly IT Metrics Report
- Daily Maintenance and Operations Reports
- Issue briefs and necessary support materials (e.g. Quick Reference Guide's (QRG's)) for severity 1 and 2 Incidents, blocking severity 3 Incidents

2. Application Maintenance Software Development Lifecycle (SDLC) for Problem Tickets and Enhancements (BRRs)

Vendor Responsibilities:

- The vendor is required to maintain, document, and operate the RI Bridges software development lifecycle (SDLC). Vendors may elect to adhere to the current SDLC but are encouraged to propose process improvements. Further, vendors may elect to propose an alternate SDLC approach but must clearly articulate how that approach will improve upon the high standards of quality and predictability that have been achieved through the current SDLC. Under the RI Bridges SDLC, the vendor has the following responsibilities:
 - Initiation and Planning
 - a. Facilitate the “Change Review Board” to allow the State to effectively manage its priorities and budgets. Decisions made by the State during CRB will inform the schedule of application enhancements as described in Section 4.A.1 “Program Management Services”
 - b. Operate the “Maintenance Prioritization Committee” to coordinate the prioritization and state decision making required to schedule application maintenance activities – including problem ticket fixes, operational requests (see subsequent section for details) and service requests – as described in the “Program Management Services” section
 - c. Maintain the “Project Runway” via the Release Planning Committee (RPC) as described in the “Program Management Services” section

- Requirements and Design
 - a. For this SDLC phase, vendors are requested to propose the requirements elicitation and design approach that best serves the business. Vendors should indicate how their requirements approach will capture the highest quality and robust requirements. Vendors should indicate how their design methodology produces system design documents which facilitate quality development and testing while also serving as guides to the business.
 - b. For Business Requirement Request (BRRs):
 - 1. Facilitate requirements gathering meetings
 - 2. Facilitate design review meetings
 - 3. Facilitate design review and approval process with State designated reviewers
 - c. For Problem Tickets:
 - 1. Facilitate solutioning meetings and document solutions in JIRA
- Development
 - a. Vendors are encouraged to propose a development methodology that employs the industry's latest development processes and tools such as DevOps
 - b. Develop problem ticket fixes per approved solution and system documentation
 - c. Perform code review on all problem tickets and BRRs, performance of Unit testing using industry recommended tool, conduct a code review from a senior programmer
 - d. Perform code review/scan to ensure all new code adheres to Rehabilitation Act/Section 508 accessibility standards
 - e. Perform unit testing on all problem tickets and BRRs
 - f. Upload code review checklists and unit test results to JIRA
 - g. Prepare SIT entrance report based on RI Bridges SIT entrance criteria
- System Integration and Automated Regression Testing
 - a. The State's expectation is that at the conclusion of SIT and automated regression, the application release package will be "production ready"
 - b. For each release, create a comprehensive test coverage plan and develop test cases, and maintain them in an industry standard tool
 - c. Execute release specific test cases to validate problem ticket fixes, data fixes, operational changes, and BRRs
 - d. Execute and report on non-scripted/exploratory testing for each release
 - e. Maintain, expand, and execute a comprehensive automated regression test suite that validates all code system functionality
 - f. Maintain and execute test suites for (a) application performance, (b) stress/load, (c) accessibility/ADA
 - g. Validate data corrections planned for a given release
 - h. Prepare SIT Exit Reports based on RI Bridges SIT exit criteria (include reference to test management plan)
 - i. Test management plan should be updated to reflect process changes

- User Acceptance Testing
 - a. Obtain SIT exit approval from the State and promote release code to the UAT environments
 - b. Perform UAT Environment Management –planning support, preparation, troubleshooting
 - c. Perform and communicate results of a daily UAT environment health check using a standard set of approved scripts prior to UAT execution on days when the State is scheduled to perform UAT
 - d. Perform UAT batch execution as requested by the State
 - e. Attend UAT status calls and perform UAT defect management coordination
 - f. Resolve testing defects identified during UAT using the development and SIT process mentioned above
 - g. Administer UAT test case tool (JAMA)
- Please note that if a release includes major changes to SNAP related functionality, those enhancements may be subject to the FNS testing requirements and “live” production pilot requirements as defined in 7 CFR 277.18

Deliverables:

- Updates system documentation including requirements documentation, functional design documents, and technical design documentation
- Documented solutions in JIRA problem tickets
- Test coverage documentation for each release
- Detailed test cases documented in JAMA
- SIT Entrance Report
- SIT Exit Report including results from all testing types listed
- UAT Environment Health Check Reports
- Test Management Plan

3. Operational Requests, Service Requests and Annual Maintenance Activities

Vendor Responsibilities:

- The vendor is required to perform operational requests as requested by the state and based on the schedule determined by the Maintenance Prioritization Committee (MPC)
 - Operational Requests are:
 - a. Any configuration changes that do not require the full SDLC (e.g. reference table updates, screen text changes that are configurable)
 - b. Expected system maintenance activities (e.g. configuration changes for open enrollment)
 - c. Activities (research, reporting, etc.) necessary to support the State operations team while a related problem ticket is being implemented
 - Service Requests are:
 - a. Any unexpected maintenance activity or configuration changes that do require the full SDLC (comprehensive SIT and UAT required)
 - b. Activities (research, reporting, etc.) necessary to support the State operations team while a system enhancement (BRR) is being implemented

- The vendor is required to plan for, manage, and execute annual maintenance activities using the Operational Request process. Annual maintenance responsibilities include:
 - Maintain comprehensive annual calendar of all key business events, maintenance activities and batches.
 - Complete maintenance activities (e.g. ref table update) and batch executions based on annual calendar. The current list of annual maintenance activities can be found in Appendix E Items may be excluded or included based on Program requirements

Deliverables:

- Operational request and service request documentation in Jira
- Annual maintenance calendar

4. Bucket of hours for small application enhancements (patchable BRRs) and service requests

Vendor Responsibilities:

- The vendor must provide the State with a pool of 5,000 hours per quarter to be used for Small Changes (patchable BRRs) and Service Requests. Unused hours may be rolled over and used in the subsequent quarters. A BRR is considered patchable if the total ROM (end-to-end SDLC) for the BRR is less than 750 hours. The State and the vendor may also agree to deem larger BRRs as patchable on a case by case basis
- The vendor is required to facilitate prioritization and authorization of use of these hours using the change review board process described in Section 4.A.1 “Program Management Services”
- Completion of patchable BRRs and services should adhere to the vendor’s proposed SDLC process or the SDLC process described in above section
- The vendor is encouraged to identify productivity gains within their application maintenance activities and should be transparent with the State about realization of such efficiencies so that the resulting available effort can be prioritized for small application enhancements and service requests

Deliverables:

- Refer to SDLC section and Service request sections above

5. Release Management

Vendor Responsibilities:

- The vendor is responsible for coordinating all aspects of release management for application maintenance releases. Responsibilities include:
 - Lead and coordinate annual planning and maintain the project runway as described in Section 4.A.1 Program Management Services
 - As described in Section 4.A.1 Program Management Services above, facilitate the Maintenance Prioritization Committee (MPC) to allow the State to prioritize and scope releases and the Release Planning Committee (RPC) to maintain the project runway via a structured release management process
 - Allow the State to prioritize and schedule application enhancements (BRRs) into patch and major releases by facilitating the CRB process described in Section 4.A.1 Program Management Services

- Complete all aspects of release preparation (development, testing) as described in the SDLC section above
- For each release, prepare all necessary deployment materials: release notes, supporting materials (such as Quick Reference Guides, and two-minute tips) deployment timeline, deployment readiness checklist, deployment playbook, executive go/no-go meeting deck.
- Obtain approval for all releases via the RPC and by hosting the executive go/no-go decision meeting with State leadership
- Complete application release deployments and all associated configurations, data changes, and batches
- Complete vendor side post-release validations and monitoring. Facilitate and report on State team validation of problem tickets and BRRs including hosting post-release validation calls
- Maintain RI Bridges “Release Management Plan” documentation including RI Bridges release tenets (governing principles for release scoping and planning) and all other release management process details.

Deliverables:

- Release Management Plan
- Release Runway
- Release scope details in Jira
- Release notes
- Deployment timeline, Deployment readiness checklist, deployment playbook
- Post-deployment validation communications
- Supporting release materials (Quick Reference Guides, and two-minute tips)
- Post-implementation evaluation report

6. Information Management Maintenance Services

Information management maintenance services are divided into 3 primary focus areas – system reports, data mart, and KPIs/Dashboards and Reports. In addition to completing maintenance and operations services for each of these areas, the State expects vendors to complete some amount of small enhancements in these areas based on available team capacity. Vendors should indicate team size regarding this activity and any remaining capacity should be used for enhancements in these areas. The incumbent team size for this set of services is 8 - 10 FTE. These information management specific enhancements are above and beyond those which the State may choose to purchase/prioritize as a part of services listed in section 4.B.3 (Information Management Enhancement Services) and those listed in this section (4.A.2) subpart 4 (Bucket of hours for small application enhancements (patchable BRRs) and service requests). For any surge in information management work requirements, vendors are encouraged to cross-utilize staff from other workstreams to supplement this team.

- **System Reports**

Vendor Responsibilities:

- Adhere to application maintenance processes for system generated reports including all functions pertaining to incident and problem management covering incident identification and triage, root cause analysis, impact assessment and prioritization through final resolution
- Monitor Performance Logs to proactively identify and resolve potential or known performance issues within the system reporting environment

- Perform Monitoring and Administration of existing system reports to ensure critical production reports utilized to run the business remain operational according to Production SLAs
- Monitor State usage of canned reports and produce associated utilization reports

Deliverables:

- System Generated Reports
- Utilization Report

- **Data Extracts**

Vendor Responsibilities:

- Maintain and operate regular data extracts from RI Bridges to the Data Mart and to the Data Ecosystem
 - The Data Mart is a data warehouse maintained and operated by the vendor (as shown in Appendix C)
 - The Data Ecosystem is a data warehouse maintained and operated by the State
- For the Data Ecosystem, the vendor is required to maintain, operate, and monitor regular data feeds that go to the Ecosystem. This includes identifying, analyzing, triaging, and correcting data quality issues with the data feed.
- For the Data Mart, the vendor is required to:
 - Execute, monitor and improve production ETL Jobs to ensure the Data Mart is maintained according to the production schedule
 - Analyze and triage daily ETL errors and correct issues based on defined SLAs
 - Execute weekly and monthly ETL monitoring reports
 - Monitor ETL performance logs and performance metrics to ensure production SLAs continue to be met
 - Update ETL jobs as required for upcoming releases as changes are made to RI Bridges data

Deliverables:

- Data Extracts
- Monitoring Reports

- **KPI's / Dashboards and Reports**

Vendor Responsibilities:

- Perform Dashboard Monitoring and Administration of existing Tableau dashboards / reports including data extracts, analyzing data discrepancies and loading operational files as needed into SharePoint to be utilized by the Agencies
- Monitor Tableau Performance Logs and ensure performance levels meet Production SLAs
- Provide administration of the dashboard platform including maintaining and updating user access levels based on approved user role requests from the State. Perform Tableau Security Rules Maintenance.
- Produce daily operations report of KPIs/Analytics dashboards

- Provide ad-hoc reporting" as requested by the federal government

Deliverables:

- Daily Operation Report

7. Robotic Process Automation

Vendor Responsibilities:

- The vendor is responsible for maintaining and operating robotic process automation (using the Automation Anywhere tool) for certain limited business functions and technical activities
- Changes to automation configurations and/or deployments should be managed via the application maintenance SDLC process described above or, if the vendor prefer, a modified proposed SDLC process
- At present, the RI Bridges program uses automation for one basic data entry activity which requires access to disparate systems and for test case automation. However, vendors are encouraged to develop an automation capability/team such that opportunities for further automation can be identified and executed against

Deliverables

- Full SDLC documentation for RPA implementation
- Maintenance and operations report for automation

4.A.3 Technical Operations Maintenance Services

The vendor is responsible for maintaining, operating, and improving the RIBridges system infrastructure and technology (hardware/software), including the following:

- Database Management
- Application Operations
- Disaster Planning & Recovery
- Hosting and Infrastructure Management
- System Health Check and Monitoring
- Application Architecture Management
- System Patch and Upgrades Management
- Hardware and Software Upgrades

1. Database Management

Vendor Responsibilities:

- Provide database maintenance and operational support for RIBridges databases (Oracle, MS SQL Server, MySQL)
- Proactively identify performance optimization or other database-related issues
- Review future system changes for opportunities to improve query performance, etc.; perform impact analysis and provide Rough Order of Magnitude (ROM) for application changes and enhancements
- Provide support for back up, archiving and recovery of data for all Databases
- Administer access to DBs, storage systems, archiving and back up processes
- Monitor Production databases using Oracle Enterprise Manager's Grid Control included in Oracle Diagnostics and Tuning pack
- Run data quality monitoring scripts according to a mutually agreed upon schedule

- Perform re-indexing, archiving, tuning, normalizing. Generate ADR and any other alerts to identify issues related to database, SQL queries etc.
- State analysts should have direct read-only access to designated non-production databases
- Key non-production databases should be monitored for performance and tuned accordingly to ensure good response times.
- Identify data quality issues caused by external data sources
- Fix data quality issues
- Implement and maintain official vendor supported versions of the database and supporting components. Third party or extended support must be approved by the State.

Deliverables:

- Provide a monthly Database Status Report (includes performance indicators, performance recommendations, patching levels and requirements, index fragmentation, design improvement recommendations, other related as determined by the State)

2. Application Operations

Vendor Responsibilities:

- Develop and maintain an updated protocol for escalation notification
- Provide initial batch schedule
- Create Federal and State mandated notices/correspondence for clients. Where electronic mail is requested by the client and allowed by policy, populate electronic notices in clients' accounts. For all other notices, transmit a file to the State mail room for printing and mailing by the State. A nightly file transfer to the State EOC of notice files is required for printing and mailing. Vendor will work closely with State EOC staff to ensure file transmission is accurate and piece totals agree.
- Maintain points of contact for all parties involved in batch runs, interfaces, etc.
- Execute Batch Processes in test and production environments including system batches, interfaces and reports
- Conduct a daily operations meeting to review the status of the prior night's activities
- Maintain Batch Schedule with automated Batch Scheduling tool
- Provide batch exception reports to the State
- Review operations calendar with State operations personnel each month
- Resolve technical batch exceptions
- Provide daily batch analytic metrics update report
- Monitor and track all notice correspondence sent to the State Enterprise operations center to ensure receipt, printing, and mailing
- Maintain updated operations guides (SOPs), including batch run book (day to day ops), on accessible SharePoint location Prepare and send Federal and State mandated reports/notices/correspondence to clients
- Conduct weekly meetings to review Batch job schedules, batch procedures, batch issues, batch transfers and or any issue or matter related to operations control
- Responsible for all inbound and outbound file transfers to/from RIBridges to trading partners
- Execute and Monitor the Extract, Transform, and Load (ETL) Job schedule & monitoring reports

- Analyze and triage daily ETL errors and exceptions
- Monitor ETL performance logs and performance metric
- Update ETL jobs as required for upcoming releases
- Execute and support system interfaces (State, Federal, Third Party)
- Perform quality control for mutually agreed upon system generated notices (e.g., Terminations)
- Maintain updated operations guides, including batch run book, on accessible SharePoint location
- Below are examples of production/operations tasks that the vendor is expected to run. This is not a comprehensive list the jobs will vary according to business need.
 1. Prepare and send monthly and annual 1095A and annual 1095B reports
 2. Send monthly enrollment summary file to CMS
 3. Send monthly enrollment detail file to carriers and FMS
 4. Prepare and send monthly, quarterly, annual reports that are federally required for human services programs

Deliverables:

- Escalation notification protocol(s)
- Batch exception reports
- Daily batch analytics reports
- Monthly and annual 1095A and annual 1095B reports
- Daily production matrix report
- Monthly operations calendar
- Provide batch control total report for all batches
- Batch, Interfaces and Exception Reports
- Updated batch run book and operations guide
- Monthly M&O report and meeting with IT senior management

3. Disaster Planning and Recovery

Vendor Responsibilities:

- Provide a robust communication link to support timely data replication between primary and DR site according to support the SLA as described in Appendix I
- Provide redundant 50 Mbps (minimum) Internet connections to State data center for RI Bridges System (in Warwick)
- Provide and Maintain appropriate network switching gear for network failover in case of a drop in Internet or dedicated WAN service
- Perform an annual Disaster Recovery test for Primary site to DR site failover that is coordinated with the State and when possible, coordinate the RIBridges DR test with the State DR test.
- Provide annual certification of successful completion of DR test for vendor's subcontracted Financial Management or other hosted services
- Provide application troubleshooting support and testing services for annual DR test
- Provide DR infrastructure to support the SLA as described in Appendix I
- Provide Disaster Recovery for RIBridges System Production environment using a recovery site in a different climate zone as approved by the State

Deliverables:

- Annual Certification of DR Test

- Annual DR Plan (include fail over and fail back strategies)
- DR results document

4. Hosting and Infrastructure Management

Vendor Responsibilities:

- The State datacenter provides rack space, electricity, environments, and access to the State network. The State will also provide physical security controls for the datacenter. Vendor is responsible for a redundant and secure internet link, maintenance/support of the equipment, security monitoring, and ensuring all equipment is operating optimally. All external connections will have firewall and other security devices (e.g. ids/ips) in place and supported by the vendor; State technical staff will not provide any support to the RIBridges infrastructure.
- Provision production and non- production environments using on premise RI Bridges System hardware located in Warwick Enterprise operations center
- Work with State Datacenter team to properly asset tag all state-owned equipment based upon vendor documentation provided
- Provision Physical and Virtual servers on RI Bridges System hardware including Operating System installation
- Provide VPN access for RI Bridges System development and State project staff
- Perform hardware maintenance, backup management, OS and firmware maintenance including RI Bridges System computer, storage and network equipment (switches, firewalls, appliances, load balancers, etc.) operated by vendor for the RI Bridges System
- Management of network infrastructure (switches, routers, firewalls, load balancers, etc.) operated by vendor for the RI Bridges System
- Recommend hardware and software to support the RI Bridges application
- Install and configure all hardware/software
- Provide premium level services for Production and Standard level services with OS patching for non-production based on Hosting Service Levels

<p>Premium Level Managed Service Support for the Production environment consists of:</p> <ol style="list-style-type: none"> 1. 24 x 7 x 365 ITIL Service Desk Support 2. Server & device availability monitoring 3. Incident Management 4. Problem Management 5. Change Management 6. Capacity and Performance Management (including the SAN assigned to each application) 7. Patch and Release Management up to the OS 8. Applications and database logfile monitoring 9. Standard and Custom Reporting 	<p>Standard Level Managed Service Support for Non-Production environments consists of:</p> <ol style="list-style-type: none"> 1. 24 x 7 x 365 ITIL Service Desk Support 2. Server & device availability monitoring 3. Incident Management 4. Standard Reporting 5. Patch and Release Management up to the OS
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- Provide a contact number for the State to report incidents or service interruptions 24/7
- Provide self-signed security certificates for non-production and internal service and application interactions
- Install third party certificates for web applications and interfaces provided by the State for use in the RI Bridges System
- Vendor must utilize a key management tool

- Coordinate with State data center lead for data center maintenance and outages
- Coordinate with State staff and/or sub-contractors for operations of project hardware/software, internet connectivity and outages
- Perform archiving and purging of Files
- Monitor disk space growth and alert when necessary
- Provide capacity reports on a quarterly basis
- Manage environment specific online and batch configuration properties
- Support changes required to data archival and partitioning based on JIRA items approved by MPC or TCC based on the data type.
- Provide metrics from hardware and server monitoring tools based on State request. Vendor shall provide access to the State for online monitoring tools
- Follow the applicable project governance processes (e.g., technical change control/management process) for changes
- Implement and maintain official vendor supported versions of the hardware and supporting components. This support applies to all components in Appendix C and Appendix G. Third party or extended support must be approved by the State
- Significant architectural design changes are not expected but are allowed if significant cost, performance gain, or maintenance reduction would be achieved to be included in the standard fixed price deliverables. For example, move to cloud hosted environment, changing a core application product, or other significant architectural change as approved by the State
- Per IRS Publication 1075 systems containing FTI, such as RIBridges, must be located, operated and maintained by personnel physically located within the United States. This prohibits foreign call centers, remote maintenance of both technical and functional requirements, helpdesk and the like. IRS Publication 1075 should be closely followed. During overseas travel or travel outside the United States, workers or staff are not allowed to access RIBridges. (see section 2.c.7 offshore operations of Pub 1075)

Deliverables:

- Network topology diagram – Document describing the network, provided annually and updated as changes are made
- Software Stack document – Document showing all the different software products, provided annually and updated as changes are made
- Physical Architecture – Document showing the servers, firewalls, security devices, provided annually and updated as changes are made
- Annual Infrastructure Planning document – Document depicting the coming year’s infrastructure needs and recommendations (includes potential cloud hosting and other infrastructure improvements)
- List of Hardware and Software inventory with pricing for RI Bridges System hosted in State Data Center

5. System Health Check and Monitoring

Vendor Responsibilities:

- Provide a monthly report to the State on the health of the RI Bridges System
- Perform VM (Virtual Machine) level monitoring for CPU, memory and disk alerts
- Perform application monitoring
- Perform database performance monitoring using database management tools
- Perform ESX host monitoring for CPU, memory and disk alerts

- Perform firewall, switch, and network load balancer monitoring for uptime and performance
- Triage and escalate alerts for impacts and communicate to State for corrective actions
- Perform production system administration and monitoring for solution components that include, but not limited to, WebSphere Application Server, Oracle Database, OpenText ExStream, Oracle Policy Automation Business Rules Engine, TIBCO Patterns Search, Mule ESB, ImageNow - See Appendix C

Deliverables:

- Monthly Health Report (this should include all aspects of the system – application performance, network, RI Bridges infrastructure)
- State access to health status dashboards

6. Application Architecture Management

Vendor Responsibilities:

- Coordinate (schedule, develop agenda, take minutes, store all related material on SharePoint, etc.) the Architecture Review Board (ARB) and Technical Change Control (TCC) meetings across stakeholders for RI Bridges System
- Perform once in 4 months performance testing, aligned where possible, with UAT for an Enhancement Release
- Conduct peak and stress testing
- Based on weekly monitoring of data, identify tuning opportunities that get aligned with releases
- Analyze and respond to performance issues reported by users through the Help Desk Tier 3 escalation process
- Support the technical design and review process of new enhancements and code fixes to align system performance with SLAs
- Perform transaction specific performance tests at a page or query level for tuning fixes aligned with maintenance releases
- Track actionable performance tuning outcomes and alert mitigation using JIRA
- Review capacity metrics in terms of Average server CPU, average server memory, storage utilization, network bandwidth utilization, DR WAN circuit utilization with ARB/TCC as required using out of the box reports from monitoring tools
- Evaluate need for capacity changes with ARB/TCC as required

7. System Patch and Upgrades Management

Vendor Responsibilities:

- Maintain an inventory of recommended patch levels
- Each month, recommend what patches should be applied
- Publish and maintain a patch calendar for each calendar year for RIBridges System Software and firmware
- Apply patches per schedule first in non-production and then in production environment
- Unless otherwise agreed in writing, implement patches according to the TCC-approved patching calendar, endeavoring to implement patches no later than three months from publication of the patch; notwithstanding this goal, the Parties agree that patches requiring application or network changes will be in accordance with

the consensus- derived dates from release planning or technical change control processes

- Maintain inventory of hardware and software in JIRA and including tracking of current version as well as latest available version refreshed quarterly
- Provide estimation services for requests that have been received using the BRR and CRB process
- Monitor software product upgrades and service packs from software vendors for third party software
- Implement software upgrades, understand impact, benefits and develop effort estimates to perform software upgrades
- Work with the State to plan the implementation of software upgrades to prioritize and to minimize business impact
- Develop plan to implement software upgrades
- Implement software upgrades to maintain N-1 version (or newer) or as approved by the State to avoid end of life support. This support applies to all components in Appendix C.
- New software products are not expected to be included in the standard fixed price deliverables. For example, changing to a different vendor's product for an existing or new system function.
- Verify application functions on completion of the software upgrades
- Test software upgrades
- Maintain a list of hardware and software products that are no longer in use and perform decommissioning
- Provide application version report as requested
- Provide operating system and software patches report (i.e., Oracle, Microsoft) as requested. Patches that have been installed will also be included in the report

Deliverables

- Monthly Patch Recommendation Report
- Yearly Patch Calendar Report
- Software Products Report
- Yearly hardware refresh report (should cover 3-year period)

8. Hardware and Software Upgrades

Vendor Responsibilities:

- Manage and maintain a list of software/hardware upgrades and renewals and recommend which components need to be done in the upcoming year

Deliverables:

- Quarterly Hardware and Software Upgrade & Renewal Report
- Hardware/Software Maintenance monthly cost/finance report

4.A.4 Security Operations Services

The vendor is responsible for maintaining security of the RI Bridges system with an objective to provide confidentiality, integrity and availability of the sensitive data within the system. The following activities must be performed:

- Prevent cybersecurity incidents and detect threats
- Maintain compliance with state and federal security and privacy standards
- Maintain security servers and access control

- Provide system security audit support
- Perform security testing and scanning and support the RI Bridges Secure Software Development Life Cycle (SSDLC)

1. Prevent Cybersecurity Threats and Detect Incidents

Vendor Responsibilities:

- The vendor is responsible for ensuring that all data is kept confidential, maintains integrity and is available
- The vendor will provide a security architecture that is appropriate and similar to other State systems with comparable data classification categories
- Address the security vulnerabilities to the RI Bridges system, if applicable.
- Actively manage, operate, and maintain the QRadar SIEM and related components
- Manage QRadar flows from ISIM/ISAM, OS, Firewalls, IDS/IPS devices, vulnerability manager output (dynamic scans, open ports, services), and other relevant log sources required for effective security monitoring
- Support monitoring for new flows added to QRadar
- Review the QRadar rules and update regularly to refine criteria for triggering alerts
- Review QRadar performance, usage and disk space growth
- Develop QRadar Security dashboards to provide visibility into security monitoring
- Manage and schedule automated Vulnerability Manager scans through QRadar and any other necessary tools
- Respond to and correct severity 1 and 2 security defects identified through scanning, testing or reports from the field
- Monitor the system for security incidents and report potential security incidents as specified in the system incident response plan, complying with federal and state reporting requirements.
- If preventive measures fail to deter a security incident, vendor will coordinate a response to the incident with state and vendor technical and security leads.
- Prepare a mitigation response and actively engage the state until a recovery to normal operations has occurred after a cybersecurity incident.
- Participate in root cause analysis of incident
- Prevent installation of unauthorized software
- Security settings and configurations must be maintained to meet state and federal security standards. Modification to the settings and configurations require technical change governance approval
- Develop an ongoing strategy for implementing evolving tools and methods to define and address the gap between current security state and future security state

Deliverables:

- Provide monthly Executive Management reports to provide state defined metrics on security status and trends
- Provide dashboard access to state security team
- Security Incident report with root cause analysis and mitigation plan for all incidents
- Annual report with review of current security posture with recommended courses of action for improvements

- Maintain and update SSP, PIA, IRS deliverable, CAP, and POAM

2. Maintain Compliance with State and Federal Security and Privacy Standards

Vendor Responsibilities:

- Maintain compliance with the current version of Minimal Acceptable Risk Framework for Exchanges (MARS-E), NIST 800-53, Pub 1075 and other federal and state regulations, policies and procedures
- Maintain the security servers' patches and apply any critical or compelling patches on an event basis
- Update security controls to mitigate identified risks from audits, risk assessments, incidents, security scans and federal compliance updates
- Participate in and document Annual Information Security and Privacy Risk Assessment and Privacy Impact Assessment
- Annually review and support updates to the System Security Plan (CMS), Safeguards Security Review (IRS), Security Evaluation Questionnaire (SSA)
- Track security deficiencies from discovery through correction and report to Federal and State partners on a Plan of Action and Milestones – POAM (quarterly) and Corrective Action Plans – CAP (semi-annually) and as requested by federal partners
- Perform Continuous Monitoring as defined in MARS-E Framework – Annual Attestation, Change reporting, POAM, and System Security Scanning
- Support the 3-year cyclical Authority to Connect renewal
- Track the schedule of compliance deliverables
- Support PMO by tracking and maintaining Vendor compliance with annual security training & awareness and background checks
- Align with requirements of state security policies and procedures
- Provide staff with computers/laptops that meets federal and state standards for virus protection, encryption and security
- Apply a de-identifying algorithm to any production data used for system support or testing. Use of unmasked production data in non-production environments must be justified and approved by the state

Deliverables:

- System Security Plan
- Privacy Impact Assessment
- Security and Privacy Risk Assessment
- Safeguards Security Report
- Corrective Action Plan
- Plan of Action and Milestones
- QRadar reports to secure

3. Maintain Security Servers and Access Control

Vendor Responsibilities:

- Perform maintenance and operational support for IBM Security Access Manager (ISAM) and IBM Security Identity Manager (ISIM) products
- Configuration and maintenance of ISIM/ISAM instances across development, SIT, UAT and production environments for RI Bridges System
- Review ISIM/ISAM system performance, disk space growth on security servers, maintain and archive security logs on security servers (Webseal logs)

- Manage and resolve Help Desk Level 3 issues reported for security operations for RIBridges System (login, password reset)
- Support access control compliance for system application users with periodic reports and audits of user access and activities
- Manage and monitor system access for support team in compliance with federal and state access control requirements
- Periodically review system access by non-state employees to make certain access is appropriate

Deliverables:

- Active application user report to agencies
- Onboard and offboard notification to state for vendor system users
- Administrative and system user access report
- User activity audit report
- Bi-weekly user access control reports

4. Support System Security Audits

Vendor Responsibilities:

- Provide technical support for the RI Bridges System security environment for any type of federal or state requested audit (e.g. IRS safeguard audit, National Directory of new hires, Social Security, ACA MARS E 2)
- Manage the remediation of audit deficiencies in RI Bridges System controls
- Perform a full SOC 2 Type 2 audit within 1 year
- Repeat SOC 2 type 2 audit every 2 years

Deliverables:

- Corrective Action Plan and closure for audit findings
- SOC2 audit report findings

5. Scanning and Testing

Vendor Responsibilities:

- Perform pre-release security code scanning in the SIT environment per Release. Validate results and provide a results report to developers for defect correction prior to every release
- Perform monthly dynamic application scans on production (non invasive) and non-production(credential) environments using licensed IBM Rational AppScan, Burpe Suite or equivalent product to investigate potential security vulnerabilities of the application and configurations
- Analyze and manually validate potential security vulnerabilities that are discovered in security scans as needed.
- Run Nessus IRS audit scans on new servers with FTI data flow prior to standing up server in production. Periodically run IRS audit scans on existing servers to validate Correction Action Plan defects have been corrected to maintain compliance with IRS requirements.
- Scan system to detect unauthorized servers, open ports, services or installed software
- Validate security fixes in UAT and SIT
- Provide ad hoc testing support as needed

- Scan new servers/assets to confirm secure server configurations are in place prior to deployment
- Support the automation of scanning and defect results analysis where possible
- Security defects discovered through scanning must be assessed for risk and prioritized for correction within the time limits defined by Federal and State policy and regulations

Deliverables:

- Pre-release security code scan
- Patch level report
- Security report of validated defects
- Incident and problem management tracking for security defect correction

6. Support Secure Software Development Life Cycle (SSDLC)

Vendor Responsibilities:

- Maintain checklists for secure coding best practices
- Onboard and train new developers for security and code quality awareness
- Conduct peer code review
- Correct defects from pre-release code scans
- Evaluate and provide solutions to identified security issue themes

Deliverables:

- Monthly checkpoint conference call
- SSDLC Process Documentation
- SSDLC Checklists

4.A.5 Health Coverage Operations Services

The RI Bridges M&O vendor is responsible for completing health coverage operations services as listed below:

- Complete reconciliation between the RI Bridges system and its health coverage partner systems (financial management, carriers, federal partners)
- Complete billing and enrollment support services to correct billing and enrollment related issues for QHP customers
- Maintain, operate, and improve the financial management system which in part supports the exchange billing and invoice generation processes (currently performed by NFP Health)

1. Reconciliation and Billing & Enrollment Data Fixing

Vendor Responsibility

- Reconciliation
 - Facilitate monthly reconciliation prioritization process to set discrepancy targets and focus areas across reconciliation activities across all reconciliation types (e.g., Carrier, FMS, MMIS)
 - Perform monthly reconciliation to identify eligibility discrepancies between HIX/IES System and MMIS and then subsequent fixing to align eligible individuals between HIX/IES System and MMIS
 - Perform monthly reconciliation of the HIX/IES, carrier and FMS extracts and fix discrepancies

- Produce weekly reconciliation report capturing current status and planned activities across reconciliation areas
- Coordinate handoff of potential system issues identified through reconciliation activities to Application Triage / Fix teams across both HSRI and Medicaid technical operations staff or functions
- Perform daily MMIS interface transaction analysis and fix discrepancies
- Perform daily carrier audit and fix discrepancies, including 834 and 999 files
- Perform daily FMS audit and fix discrepancies
- Perform monthly carrier audit and fix discrepancies
- Complete monthly write-off process based on State policy and execute write-off in financial management system (FMS)
- Execute data fixes, manual transactions, and other activities to fix discrepancies identified in processes listed.

Deliverables

- Reconciliation Dashboard (Tableau)

2. Financial Management Services

Vendor Responsibility:

- Manage, maintain, and oversee RI Bridges’ financial management system (FMS). The current service/delivery model meets the required objectives of the State.
- The integration of RI Bridges and FMS provides the necessary system functionality to support health coverage operations. The FMS is hosted and operated at NFP Health’s data center.
- In furtherance of the State’s best interest, the State may choose to reject a vendor’s proposed FMS solution or may suggest alternatives to the vendor. In its discretion, the State may evaluate the FMS support proposal separately from the rest of the RI Bridges M&O RFP scope.
- The high-level FMS system architecture and the full system explanation is found at Appendix K.
- All program management processes, application maintenance processes, technical operations processes (including disaster recovery), security operations processes, and performance measures (KPIs/SLAs) listed in this RFP shall apply to the Financial Management System.

4.B Purchased Services

The State anticipates purchasing hourly services from the vendor on a yearly basis. Table 4.B lists the type of service and provides the estimated hours.

Table 4.B

State Anticipated Purchased Hours		
RFP Section	Type of Service	Estimated Yearly Hours Purchase
Section 4.B.1	Application Enhancement Services	10,000 Hours
Section 4.B.2	Technical Operations Enhancements Services	5,000 Hours
Section 4.B.3	Information Management Enhancement Services	5,000 Hours
Section 4.B.4	Professional Services	1,000 Hours

Total		21,000 Hours
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4.B.1 Application Enhancement Services

The vendor will design, develop, test, and implement Application Enhancements (BRRs) utilizing the software development life cycle (SDLC) described in Section 4.A.2 “Application Maintenance Services”. Application enhancements will be delivered as a part of ongoing application maintenance release (patches) and as a part of major releases that are planned via the annual planning process described in the “Program Management Services” section. In the case of major releases and as governed by the release planning process, the SDLC may be elongated to support larger changes.

During annual planning with the vendor, the State will decide how many application enhancement hours to purchase for each state fiscal year. Final approval on the number of hours to be purchased and consumed by the vendor will be governed by the “Change Review Board”. Please note that these hours are **in addition to** the 5,000 quarterly hours allocated for small application enhancements and service requests which are included in the fixed price work as a part of Section 4.2.A “Application Maintenance Services.”

The State anticipates purchasing approximately 10,000 hours of application enhancements per year. However, this amount will be subject to legislative approval each year and confirmed in June of the state fiscal year. The vendor will need to provide the state with flexible purchase options to meet state budget expectations.

4.B.2 Technical Operations Enhancements Services

The vendor will design, develop, test, and implement major hardware and software upgrades (for instance Cloud Migration) utilizing the Technical Change Control Board (TCCB) processes described in Section 4.A.3 “Technical Operations Services”. HW/SW upgrades will be delivered during technical maintenance windows that are planned during the annual planning process described in Section 4.A.1 “Program Management Services” as well as at the Release Planning Committee (RPC).

During annual planning with the vendor, the State will decide how many technical operations enhancement hours to purchase for each calendar year. Final approval on the number of hours to be purchased and consumed by the vendor will be governed by the “Change Review Board” as described in Section 4.A.1 “Program Management Services”. Please note that these hours are in addition to the fixed price scope for Technical Operations Services.

The State projects purchasing approximately 5,000 hours of technical operations enhancements per year. However, this amount will be subject to legislative approval each year and confirmed in June of the state fiscal year. The vendor will need to provide the state with flexible purchase options to meet state budget expectations.

4.B.3 Information Management Enhancement Services

The vendor will design, develop, test, and implement Information Management Enhancements (IM BRRs) utilizing the IM software development life cycle (SDLC) described in Section 4.A.2 “Application Maintenance Services”. Information Management enhancements will be delivered as a part of ongoing Information Management releases (patches) and as a part of major IM

releases that are planned via the annual planning process described in Section 4.A.1 “Program Management Services”. In the case of major IM releases and as governed by the release planning process, the SDLC may be elongated to support larger changes.

During annual planning with the vendor, the State will decide how many IM enhancement hours to purchase for each calendar year. Final approval on the number of hours to be purchased and consumed by the vendor will be governed by the “Change Review Board” as described in Section 4.A.1 “Program Management Services”.

The State anticipates purchasing approximately 5,000 hours of information management enhancements and ad hoc reporting per year. However, this amount will be subject to legislative approval each year and confirmed in June of the state fiscal year. The vendor will need to provide the state with flexible purchase options to meet state budget expectations.

As noted in Section 4.A.2 “Application Maintenance Services”, the vendor should also include a plan to allow the State to become more self-reliant over time in producing ad hoc reports and creating dashboards.

4.B.4 Professional Services

1. Support Services to State Operations Teams

Vendor Responsibilities:

- The vendor may be asked to provide various support services for agency operations teams. Examples of such services may include:
 - Business process mapping and analysis
 - Workshop facilitation
 - Staff augmentation for data entry, data reconciliation, or reporting
 - Site support for field operations unit

Deliverables:

- TBD based on nature of services

2. Ad-hoc Executive Reporting

Vendor Responsibilities:

- The vendor may be asked to complete ad-hoc executive reporting (beyond that which is required in Section 4.A.1 Program Management Services and other sections) or ad-hoc executive support regarding program health, progress, or status

Deliverables:

- Ad-hoc reports

3. Additional Audit Support

Vendor Responsibilities:

- The vendor may be asked to provide additional audit support (beyond those listed in Section 4.A.1 “Program Management Services”)

The State projects purchasing approximately 1,000 hours of information management enhancements and ad hoc reporting services per year. However, this amount will be subject to legislative approval each year and confirmed in June of the state fiscal year. The vendor will

need to provide the state with flexible purchase options to meet state budget expectations.

4.C Transition – In Services

Vendor will manage Transition Services to receive operational transition from the incumbent vendor. The selected vendor will assume the sole responsibility for supporting the system in a steady-state maintenance and operations mode beginning July 1st, 2021.

Transition-In services are expected to include the following:


- Develop a Transition Plan, detailing milestones and a go/no-go decision(s), to complete transition of all services listed in Section 4
- Staff the project and establish all necessary infrastructure including work space, tools, hardware, network, etc.
- Manage transition activities and conduct knowledge transfer from the from incumbent vendor(s) and State staff as applicable
- Baseline necessary metrics to support services listed in Section 4 and all Service Level Agreements, Key Measures, and Key Performance Indicators
- Complete full services takeover after State executive approval

4.D Transition – Out Services

At the State's request, commencing six (6) months prior to expiration of the Agreement, or on such earlier date as the State may request, or commencing upon any notice of termination (in whole or in part) or of non-renewal of the Agreement, Vendor will provide to the State, or at the State's request to the State's designee, at no additional charge, the Transition-Out assistance as is described below until the effective date of expiration or termination of the Agreement. Transition-Out Assistance shall consist of the following:

- Vendor will provide a complete plan for turnover that enables a smooth transition-out of the RI Bridges System.
- Vendor will provide sufficient personnel with current knowledge of the RI Bridges System to work with the appropriate staff of the State and, if applicable, a successor Vendor to perform the turnover tasks defined in any Transition-Out Plan.
- Vendor shall update all RI Bridges documentation in a form such as SharePoint that is conducive to future revisions and maintenance by the State.
- Vendor shall assist the State in the State's procurement of suitable functionally equivalent replacements for any shared hardware or software then used by Vendor and shall provide a listing and detailed written description of all support and development tools and methodologies used in the RI Bridges System.
- Vendor shall assist the State in endeavoring to obtain agreement by the Vendor's sub-contractors, where applicable, to the assignment of Vendor's agreements with such sub-contractors to the State, if desired by the State, and will provide any necessary consents or waivers needed to allow Vendor's subcontractors to enter into agreements with the State.

In addition, as mentioned in Section 1, the State reserves the right to extend the contract for an additional 120 days beyond the term (beyond the transition-out period), if needed. Unlike transition-out services, which are expected to be delivered at no additional cost to the State, if the State elects to extend the contract beyond the transition-out period, the agreed upon hourly rates will apply.



**4.E General Condition of Purchase, General Insurance Requirements-Addendum A,
Schedule A3 Information Technology (as amended)**

Refer Appendix O Insurance Requirements

SECTION 5: PROPOSAL

A. Technical Proposal

The Vendor shall submit a Technical Proposal based on the outline and detailed instructions provided in following five subsections (5.A.1 – 5.A.5). The proposal should contain sufficient detail for the State to understand the overall approach, the key changes, processes and tools, as well as the timeframe associated with the Vendor's transition completion and operational readiness.

Vendor responses are not to exceed the page counts listed (maximum of 325 total pages for all 5 sections). Resumes for key staff are to be included as an Appendix and are not considered in the page limit.

1. Executive Summary (5 points) (10 pages):

Provide an overall executive summary of your proposal with a focus on why your organization is best positioned to ensure that the State will meet the 8 objectives described in Section 2.

2. Capability, Capacity, and Qualifications (10 points) (20 pages):

- 1) Describe your organization's corporate structure and history.
- 2) Describe your organization's **functional and technical capabilities** including a description of relevant corporate competencies and how those apply to this RFP. Further, indicate your **capacity** to scale to support this engagement.
- 3) Describe your organization's **qualifications and experience** as a service provider of similar services as outlined in Sections 2 and 4. In your description, please include:
 - i) Your organization's experience maintaining and operating large complex Integrated Eligibility systems and/or Health Insurance Exchange systems.
 - ii) Your current engagement footprint and experience providing such services in a multi-vendor, multi-stakeholder environment.
 - iii) A summary of your organization's history providing services to the State of Rhode Island, if applicable.

3. References (5 points) (10 pages):

Provide references that are most relevant to providing the services described in sections 2 and 4 (maintaining and operating large complex Integrated Eligibility systems and Health Insurance Exchange systems).

Provide **project references** (maximum of 3) including but not limited to the following information:

- Customer
- Description of Services
- Size and complexity
- Measure of System Performance
- Outcomes Delivered

Provide **client references** (maximum of 3) including but not limited to the following information. Please note that the State may choose to contact these references during the procurement process.

- Customer
- Description of Services
- Size and complexity
- Duration of the contract
- Client contact details

4. Work Plan (40 points) (250 pages):

a. Describe responses to each of the nine Scope of Work (Section 4):

For each of the 9 subsections within sections 4.A and 4.B, provide a narrative proposal for how your organization will provide these services. Vendors should respond with content and in a format that best showcases their ability to meet the State's needs while addressing the following guidelines:

- Include details of your delivery approach, methodologies, and best practices
- Describe relevant examples and applicable tools
- Where applicable, include a resource plan for the service area
- Highlight proposed value add services and improvement opportunities for each service area (including processes, tools, etc.)

b. Describe responses to each SLA, Key Measures and KPIs (Appendix I):

For each of the SLAs, Key Measures, and KPIs, provide a response indicating agreement to meet the measure. In response, vendors may suggest additions or edits to these items in order to further strengthen the governance of the program.

c. Describe responses Transition Services (Sections 4.C and 4.D)

Provide a narrative proposal for how your organization will provide the transition services described in Sections 4.C and 4.D. In your response, provide a description of your approach, methodology, timeline, and resource plan.

d. Services not Provided

List any service/deliverables, in the Scope of Work (Section 4), that will not be provided.

e. Describe Value Added Services:

Provide a narrative proposal of any value-add services, beyond the services required in Section 4, that are proposed as a part of this engagement. Such services should offer the State material value addition such as year-over-year Total Cost of Ownership (TCO) reduction, usability/efficiency gains for workers, or significant system issue resolution process improvements (e.g. reduced turnaround time, increased quality). Value added services may include, but are not limited to, self-service reporting/dashboards, self-service system maintenance (State accessible application configurations),

implementation of modern DevOps processes, and implementation of infrastructure-as-a-service capability.

- f. Software and Tools included in the Proposal
Provide confirmation that, as described in Section 4.A.3, your proposal includes support for the hardware/software items in Appendix G. As a part of your response, include an edited/amended version of Appendix G (and Appendix C, if applicable) which highlights any tools/components that will be provided as additions to the RI Bridges infrastructure/architecture.
- g. Assumptions and Dependencies:
List any Assumptions and Dependencies related to the scope of work. Note that cost related assumptions are to be included in the cost proposal (Exhibit 1).
5. Staffing Plan (10 points) (35 pages):
Provide a response describing the team that is proposed to deliver the services listed in the scope of work. Your response should include, at a minimum:
- A proposed organization chart for the engagement team including:
 - Description of each team within the org. chart
 - Indication of relative size for each team
 - The makeup of each team including location (on-site vs. off-site) and employment (prime vs. sub-contracted). The State will consider COVID-19 restrictions, as they apply to the availability of onsite resources, at the onset of the contract.
 - The State expects that vendors will propose a team makeup of 40% on-site or higher. Vendors should note that access to unmasked production data is not permitted from outside the United States.
 - Identify key staff including location, company, roles and responsibilities. The State expects that vendors will identify at least 15% of the team as key staff. Key staff should be confirmed to provide services to the State for at least a 24-month period. Examples of key staff include:
 - Program Manager/Director
 - Technical Lead
 - Functional Lead
 - QA/Testing Lead
 - Subject Matter Experts (including, at a minimum, the eligibility team lead and worker portal team lead)
 - PMO Lead
 - Information Management Lead
 - Provide a narrative description of all subcontracting organizations including, at a minimum:
 - Description of the service(s) they will provide
 - Brief description of subcontractor's organizational capability, capacity, and qualifications (refer to Section 5.A.2).
 - Resumes for all key staff (to be included as an appendix and not included in page count).

B. Vendor Solution Presentation (10 total points)

Selected vendors will be asked to attend solution presentations to describe their overall technical proposal. As part of the presentation, vendors must introduce key staff who will deliver the services for this proposal. Detailed instructions and expectations for Vendor Solution Presentation will be provided separately, via email, to vendors that have received the minimum (Phase 1) points necessary to advance to the demonstration phase (Phase 2) - see Section 6 below.

Due to current COVID-19 restrictions, the State will be conducting these presentations virtually. Vendors will be provided with meeting details at an appropriate time.

C. Cost Proposal (20 total points) Exhibit - 1

The Vendor shall submit Cost Proposal, using the Exhibit 1 Cost Proposal Pricing Response Form. Vendors should prepare their most competitive pricing. The State expects the vendor cost proposals will include a year-over-year total cost reduction while still achieving the business objectives and measures described in this RFP.

Proposed transition-in cost, if any, must be provided in Exhibit 1 but will not be part of the scoring calculation. The State reserves the right to negotiate this cost and make a final selection that best serves the State's interest. **Due to current COVID-19 restrictions, the State will be conducting these discussions virtually.**

Vendors should complete Exhibit 1 based on the information provided in the "Vendor Instructions" tab.

D. 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 6: EVALUATION AND SELECTION

Evaluation Committee

Proposals shall be reviewed by a Technical Evaluation Committee ("TEC") comprised of staff with subject matter expertise. The evaluation committee will be responsible for conducting a comprehensive and impartial evaluation of all proposals.

Evaluation Process

The evaluation process will consist of a single RFP with three (3) phases – specifically:

1. Technical Evaluation (70 points)
2. Vendor Solution Presentation (10 points)
3. Cost Proposal Evaluation (20 points)

Phase 1: The first phase will consist of the TEC reviewing the vendor's response to the Technical Proposal. Successful vendors must score a minimum of 56 (80%) of the 70 possible Technical Evaluation points, in order to be advanced to the Vendor Presentation phase. Vendor proposals that do not receive a minimum score of 56 will be dropped from further consideration.

Phase 2: This phase will consist of the TEC reviewing of the Vendor Presentation and Key Personnel. Successful vendors must receive a minimum of 8 (80%) out of a maximum of 10 possible Vendor Presentation points in order to be advanced to the third and the final Cost Proposal Evaluation phase. Vendor proposals that do not receive a minimum score of eight (8) out of the possible 10 points for Vendor Solution Presentation will be dropped from further consideration.

Phase 3: This phase will consist of the TEC reviewing the Cost Proposals of those proposals which advance to this phase. Cost Proposal Proposals will be evaluated and assigned up to a maximum of 20 points in this category, bringing the potential maximum 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.

The Evaluation Criteria summary is as follows:

Evaluation Criteria Summary		Maximum Points
PHASE 1: Technical Proposal Evaluation	Executive Summary	5
	Capability, Capacity, and Qualifications of the Offeror	10
	References	5
	Work Plan	40
	Staffing Requirements	10
PHASE 2 Vendor Solution Presentation	Vendor Technical Proposal Presentation & Key Personnel Evaluation	10
PHASE 3 Cost Proposal Evaluation	Cost Proposal*	20
TOTAL – TECHNICAL, PRESENTATION & COST		100
ISBE	ISBE Participation**	6
Total Possible Points		106

*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:

(lowest cost proposal / vendor's cost proposal) x 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:

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

$$\times \text{Maximum ISBE participation points})$$

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 7. QUESTIONS

Questions concerning this solicitation must be e-mailed to the Division of Purchases at doa.purquestions1@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 # 7606819** 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 8. 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 [/documents/Forms/Misc Forms/13_RI Version of IRS W-9 Form.docx](#). *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.*
 - o 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 three hundred and twenty-five 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. Eight (8) printed paper copies
4. 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. Eight (8) printed paper copies.

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

6. Formatting of CD-Rs – Separate CD-Rs are required for the technical proposal and cost proposal. All CD-Rs submitted must be labeled with:

- Vendor’s name
- RFP #
- RFP Title
- Proposal type (e.g., technical proposal or cost proposal)
- 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.

7. Formatting of written documents and printed copies:

1. 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.
2. 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.
 - a. The cost proposal shall be typed using the formatting provided in Exhibit 1
3. Printed copies are to be only bound with removable binder clips.

SECTION 9. 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# 7606819**” 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 10. 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

- **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.

- **MBE, WBE, AND/OR Disability Business Enterprise Participation Plan Form:**

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



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

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

Bidder's Name:

Bidder's Address:

Point of Contact:

Telephone:

Email:

Solicitation No.:

Project Name:

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

Name of Subcontractor/Supplier:			
Type of RI Certification:	<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:
Production Interfaces

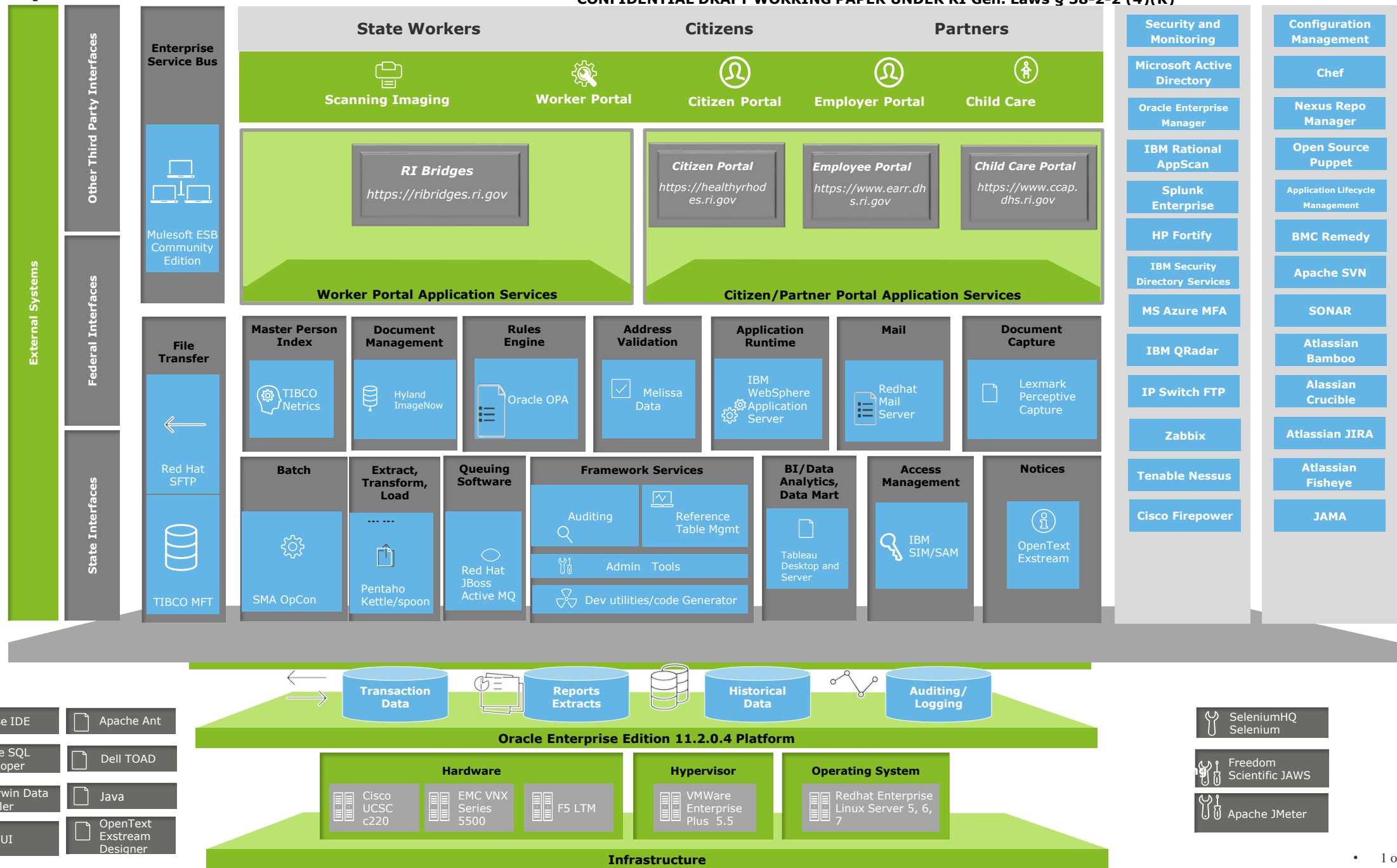
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Appendix C:

RI Bridges Functional, Physical, and Security Architecture Diagrams

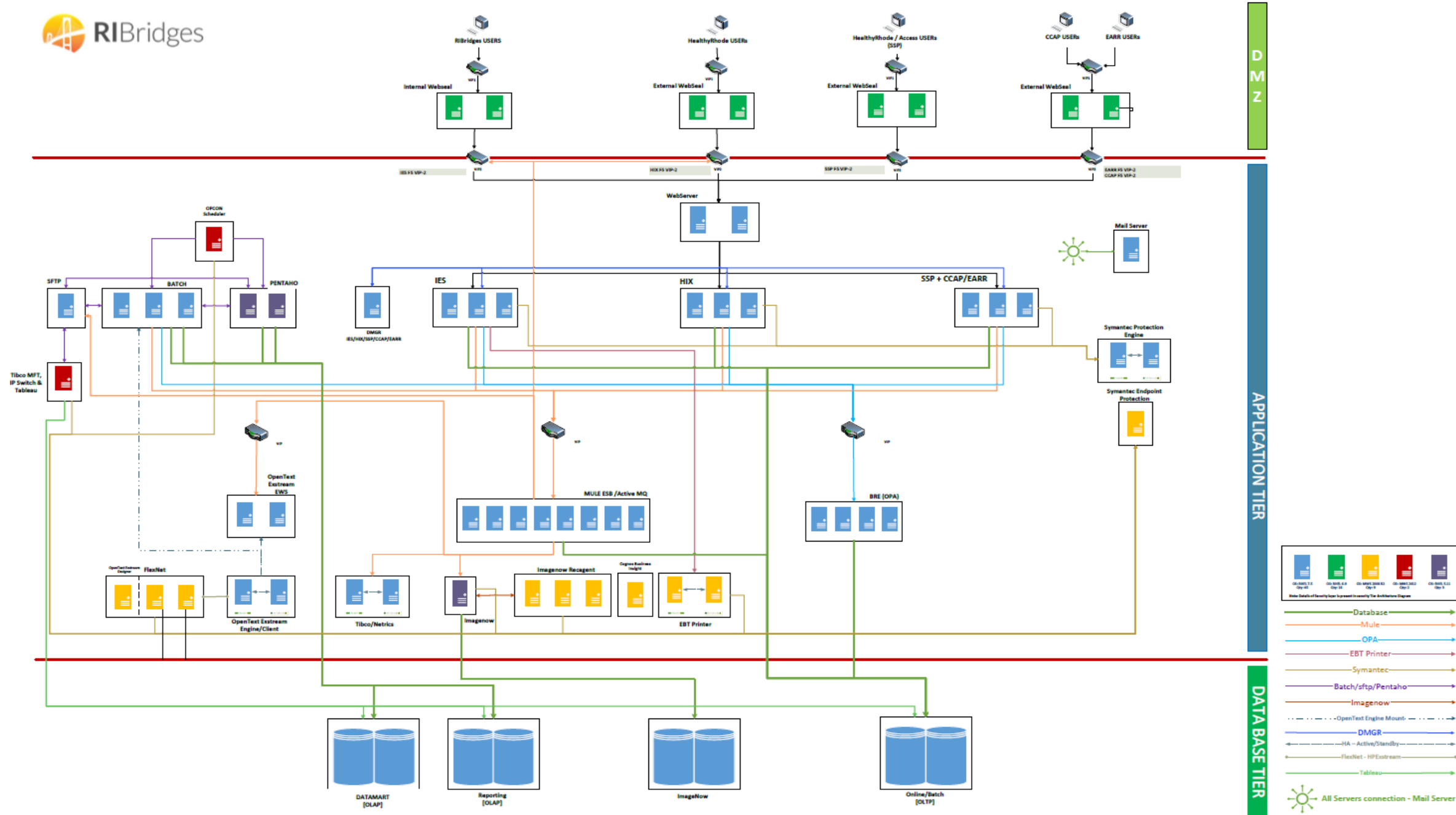
RIBridges System Functional Architecture

CONFIDENTIAL DRAFT WORKING PAPER UNDER RI Gen. Laws § 38-2-2 (4)(K)



RIbridges System Physical Architecture

CONFIDENTIAL DRAFT WORKING PAPER UNDER RI Gen. Laws § 38-2-2 (4)(K)



DMZ

APPLICATION TIER

DATA BASE TIER

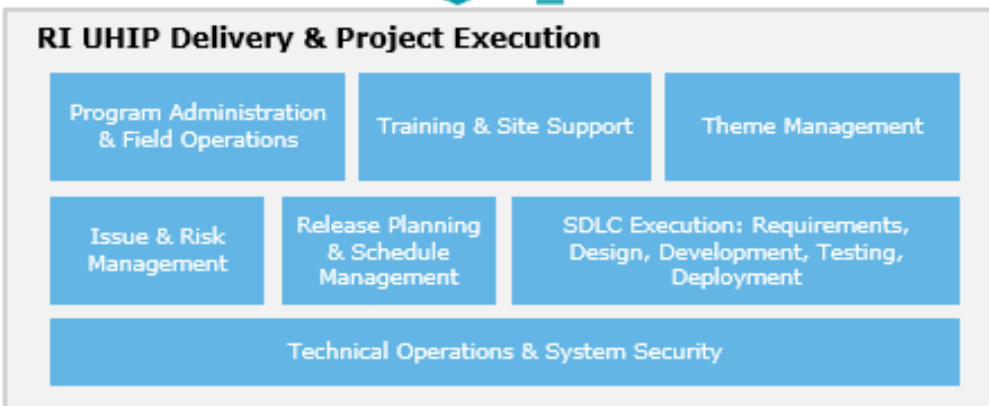
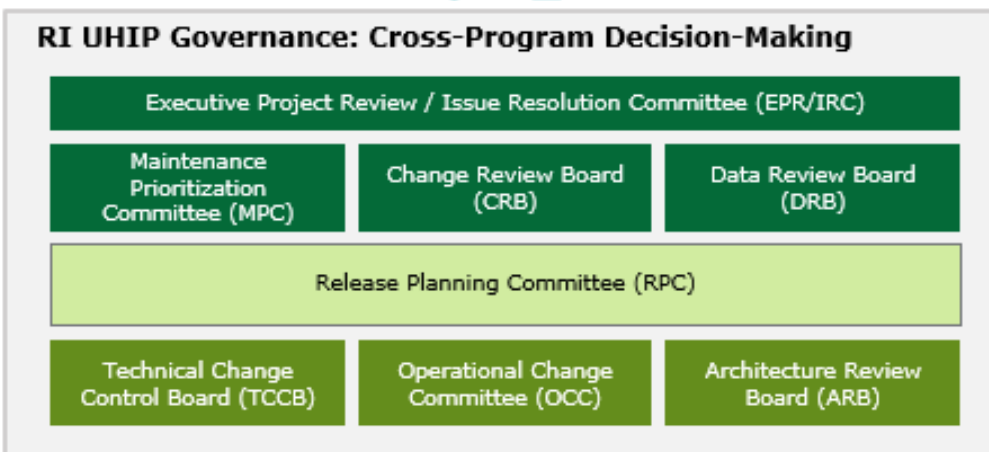
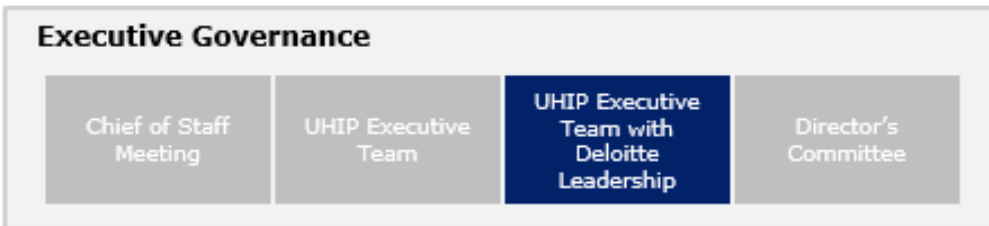


- Database
- Mule
- OPA
- EBT Printer
- Symantec
- Batch/sftp/Pentaho
- Imagenow
- OpenText Engine Mount
- DMGR
- HA - Active/Standby
- FlexNet - HP Extream
- Tableau



Appendix D:
RI Bridges Governance Model

RIBridges IT Governance Structure



Executive Review + Decision-Making: Sets the overall direction and guiding priorities, provides executive sponsorship of Program goals, makes escalated decisions that drive project execution in concert with State priorities

Executive Review + Decision-Making: Maintains an executive-level view for project status, risks, and issues; escalates to Executive Governance for decision-making

Analysis + Coordination: Performs analysis, finalizes inputs to support EPR and Executive-level decision-making

Configuration Control: Makes decisions regarding technical and system configuration; elevates/escalates issues and risks for resolution if needed

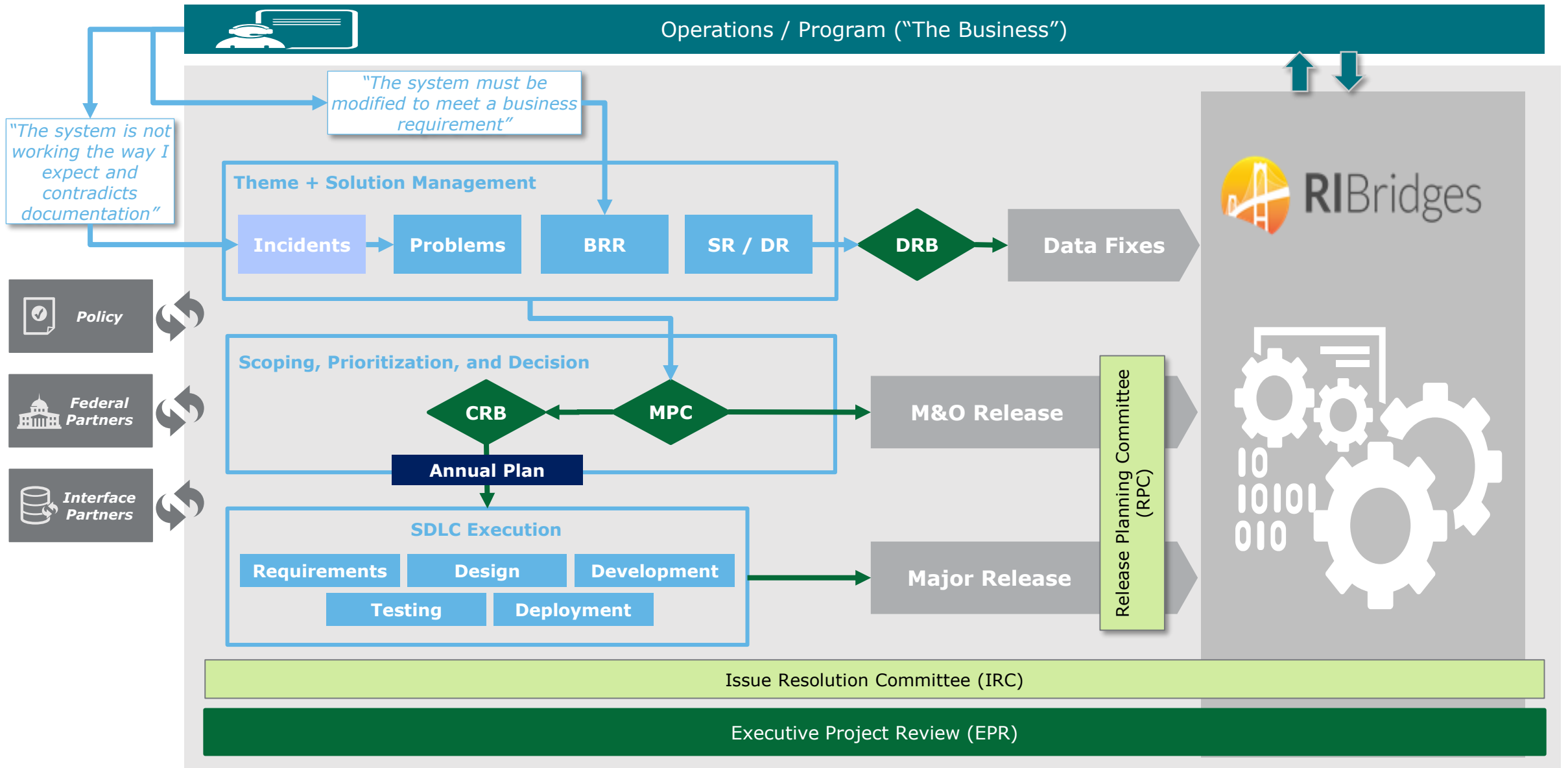
Program Administration and Project Execution: Joint State and Deloitte teams execute processes that yield inputs into governance analysis and decisions

The Deloitte Program Management Office (PMO) facilitates effective governance execution and cross-project integration

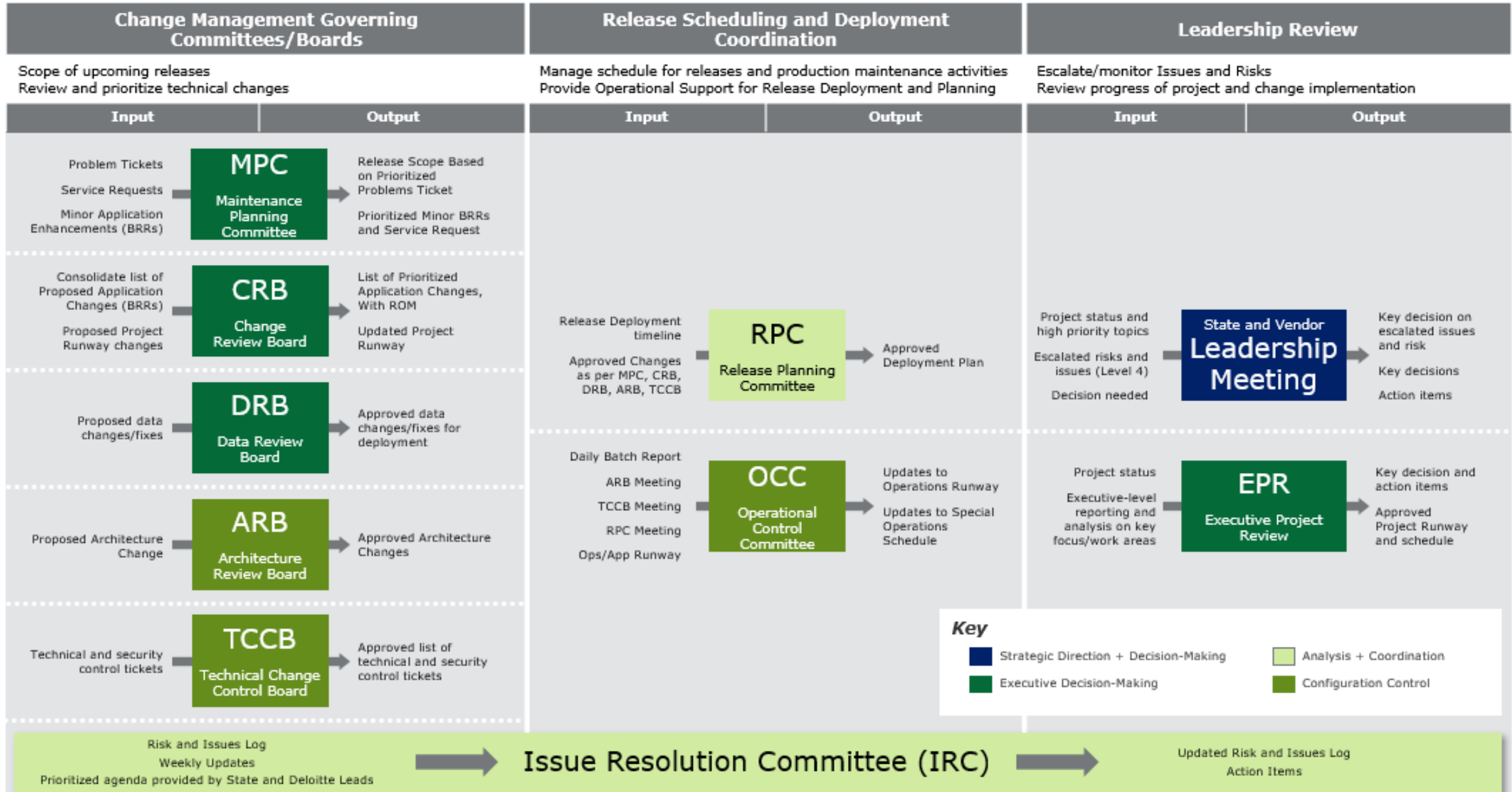
Executive Governance	
UHIP Executive Team with Deloitte Leadership	Serves as the top-level governing body, providing guidance on overall priorities and making key decisions
UHIP Governance: Cross-Program Decision-Making	
Executive Project Review (EPR) & Issue Resolution Committee (IRC)	Review and manage project status and any associated risks and issues, across both technical and operational project components. Measure and track progress to project goals and contract KPIs.
Maintenance Prioritization Committee (MPC)	Review and prioritize scope for inclusion in Production releases; scope items can include Problems, BRRs, SRs, and Operational Requests
Change Review Board (CRB)	Approve contract hours associated with activities related to system enhancements and service requests previously approved by MPC and other decision-making bodies
Data Review Board (DRB)	Primary purpose is to ensure proactive review, testing, and sign-off of significant data changes being made in production
Release Planning Committee (RPC)	Review and maintain the master technical release plan and schedule (i.e. the Project Runway); coordinate release logistics and deployment schedules; validate release readiness (technical and business) per checklists; assess proposed changes to the release plan to identify technical risks; escalate issues / conflicts related to the overall release plan; facilitate post-implementation reviews and identify improvement opportunities to the release process
Technical Change Control Board (TCCB)	Reviews and approves Technical and security changes in RI UHIP Production environment
Operational Change Committee (OCC)	Review and monitor capacity metrics, timing of major upgrades, DevOps and Infrastructure Operations, Security Operations, and Architecture Operations
Architecture Review Board (ARB)	Reviews and approves architectural changes related to upcoming system changes

RI Bridges: An IT-enabled solution to achieve business outcomes

Effective governance facilitates delivery, enhancement, and integration of the end-to-end RI Bridges solution into the State operations



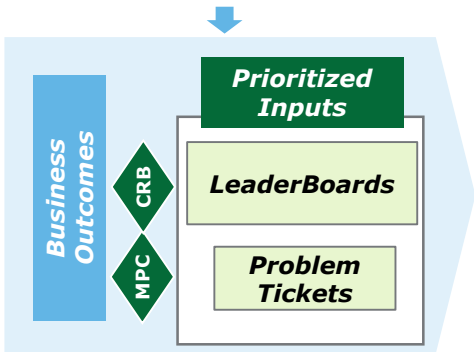
RIBridges IT Governance Meetings: Information Flow



Overview of the Annual Release Plan and Delivery Tracks

The Annual Release Plan will continue to advance our progress of maintaining compliance and addressing efficiency changes. The Release Plan will be comprised of four pathways into production:

Ongoing Theme Management & Command Center Triage



Short-Term "Patch" Releases

- **Scope:** Focus is to relieve or resolve benefit-blocking and contract-KPI-blocking issues, fix issues recently introduced, other executive prioritized operational outcomes (e.g., MMIS stabilization)
- **Frequency:** Monthly

Reporting/KPI Dashboard Releases

- **Scope:** Implements changes to federally mandated and other business reports and Tableau-based dashboards necessary for field operations, public reporting and productivity (e.g., workload and timeliness metrics)
- **Frequency:** Biweekly

Medium-Term or "Major" Releases

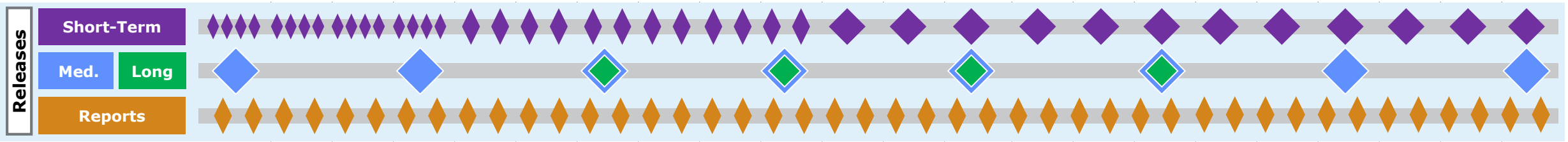
- **Scope:** Scope for each release is anchored on priority business outcomes as defined by the Annual Release Plan; focus is on delivering end-to-end solutions required to achieve each outcome
- **Frequency:** Quarterly

Long-Term Track

- **Scope:** Complex BRRs for which the SDLC requirements and design phase exceeds Medium-Term release scheduled timeframes (e.g., ex Parte); includes proof-of-concept phase to prove-out solution and ensure Executive approval of the end-to-end design
- **Frequency:** SDLC activities run in parallel with other release pathways, then merged into Major Release after successful proof-of-concept

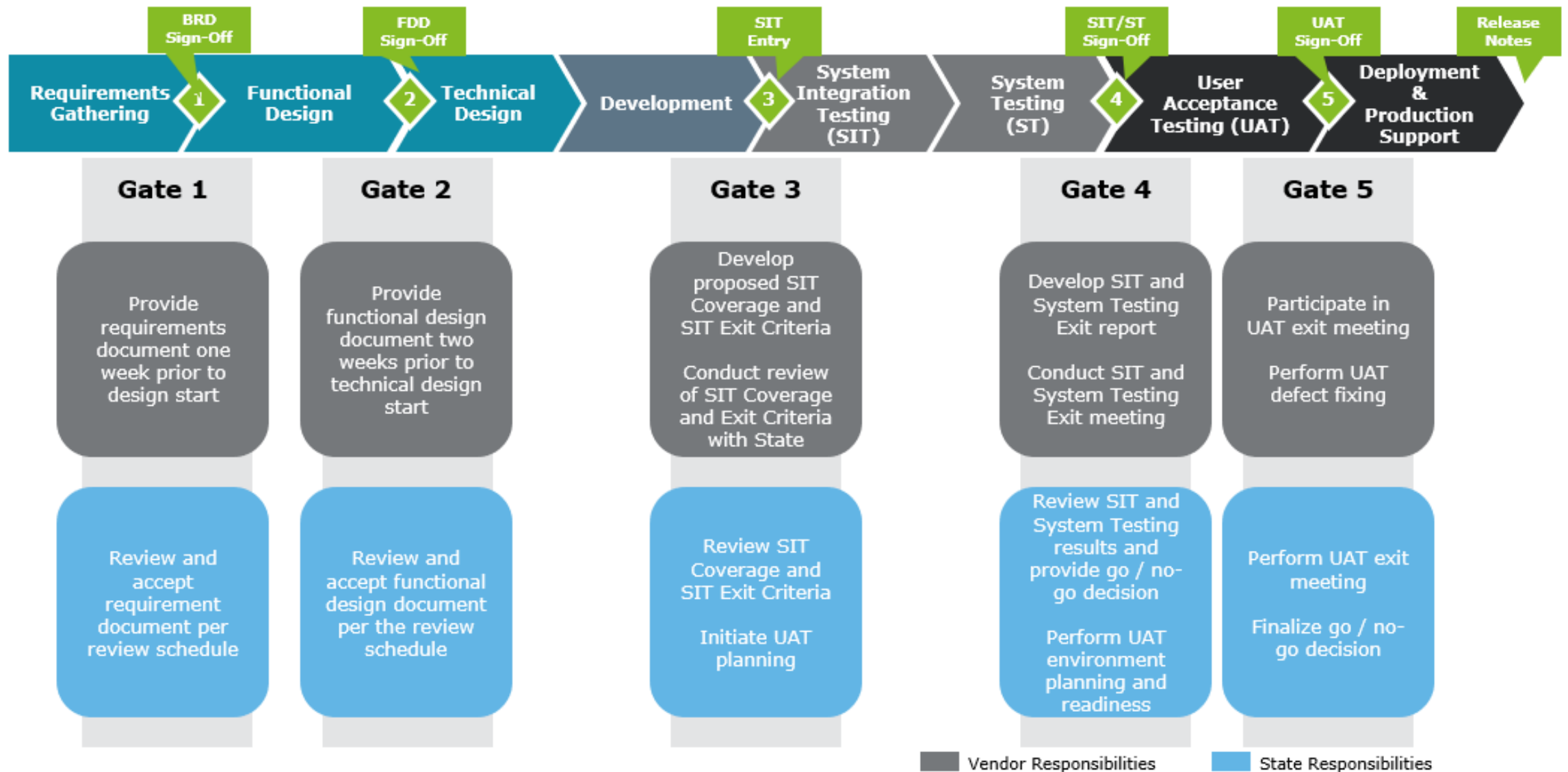
Business Priorities:

Secure Access to Benefits				Achieve Compliance												Maintain Compliance and Improve Efficiency					
2018				2019												2020					
SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN



Major Release SDLC Process

Below is the SDLC workflow for executing Major Releases with key review gates



Appendix E:
RI Bridges Annual Maintenance Activities

Annual Batch and Reference Table Maintenance Activities

Effective Date	Activity	Description	Impacts Batch/Reference Table/Both	Level of Approval Required	Agency/ Agencies Impacted
1/1	Annual Cost of Living Adjustment (COLA)	Receive annual updated SDX and BENDEX files from SSA to reflect changes in SSI and RSDI; run Mass update to reprocess eligibility on impacted population; generate BDNs	Both	Executive	DHS, EOHHS, HSRI
1/1	State Holiday Calendar	State Holiday calendar published by Human Resources	Reference Table	Agency	DHS, EOHHS, HSRI
1/1	SNAP QC Fiscal Year and Monthly Sampling	Rhode Island conducts monthly QC reviews of a statistical sample of households participating in the SNAP (active cases) and households for which participation was denied or terminated (negative cases)	Both	Agency	DHS
1/1	QHP Annual Income Threshold Limits	Income limits used to compute subsidized or non subsidized rates for QHP program	Reference Table	Agency	HSRI
1/1	FNS TOP Batches from FNS Calendar	FNS provides annual calendar for TOP (Tax Offset Program) batches processing to send/receive weekly & monthly files	Both	Agency	DHS
1/1	MAGI Income Threshold Limits	The figure used to determine eligibility for premium tax credits and other savings for Marketplace health insurance plans, Medicaid and the Children's Health Insurance Program (CHIP)	Reference Table	Agency	DHS, EOHHS
1/1	MPP Resource Limits	Update MPP Federal threshold limits	Reference Table	Executive	DHS, EOHHS
1/1	RIW Teen & Family Development Activities	Add/Remove TFD activities as required	Reference Table	Agency	DHS
1/1	DHS Processing Calendar	Financial Management/Policy approved dates for RIW, GPA, SNAP, CCAP and SSP Issuances, DHS Negative Action, MA Recert and 15 day Negative Action, CCAP Recert; RIW Federal Holidays for EARR; PEV & PR schedule from EOHHS	Reference Table	Agency	DHS, EOHHS
1/31	1099 for Child Care Providers	Generate file containing 1099 information for CCAP providers and deliver to Accounts and Control	Both	Agency	DHS
1/31	1095A Notices	IRS form sent to taxpayers who receive health coverage through HIX provider	Batch	Agency	HSRI

Annual Batch and Reference Table Maintenance Activities

Effective Date	Activity	Description	Impacts Batch/Reference Table/Both	Level of Approval Required	Agency/ Agencies Impacted
2/1	CCAP Minimum Wage Increase	Run Mass update on CCAP cases to reflect correctly determined eligibility; generate BDNs	Both	Agency	DHS
2/1	1095B Notices	IRS form sent to taxpayers who receive minimum essential health insurance coverage as defined by the Affordable Care Act	Batch	Agency	EOHHS
2/1	ACF TANF Annual File Submission	Under the final TANF rules, States must submit an annual report containing information on their TANF programs. The report would incorporate information on the State activities for the fiscal year ending in the prior quarter.	Batch	Agency	DHS
4/1	CCAP Federal Poverty Level (FPL) Increase	Run Mass update on CCAP cases applying the new limits to accurately determine eligibility; generate BDNs	Both	Executive	DHS
4/1	Medicaid/Medicare FPL - Required before Negative action for April	Run Mass update on Medicaid/Medicare cases applying the new FPL limits to accurately determine eligibility; generate BDNs	Both	Executive	DHS, EOHHS, HSRI
4/1	Long Term Care Minimum Monthly Maintenance Needs Allowance	Program to protect the assets of non institutionalized spouses allowing other spouse to collect Medicaid benefits	Both	Executive	DHS, EOHHS
6/1	RiteShare (RS) payment schedule	Rhode Island's Premium Assistance Program that provides help paying for an employer's health insurance plan. The State will pay all or part of the cost for employee health insurance coverage. Eligibility for Rite Share is based on income and family size	Reference Table	Agency	EOHHS
7/1	CCAP Resource Limit Update	Update CCAP resource limit based on State Regulations and policy	Reference Table	Agency	DHS
7/1	CCAP Provider Rate Increase	Periodic rate changes for providers who provide child care services for eligible CCAP households	Both	Agency	DHS
7/1	ABAWD Waiver Cities	State submits waiver request to FNS requesting certain cities/towns be exempt from ABAWD status for the following year; run Mass update on impacted population; generate BDNs	Both	Executive	DHS

Annual Batch and Reference Table Maintenance Activities

Effective Date	Activity	Description	Impacts Batch/Reference Table/Both	Level of Approval Required	Agency/ Agencies Impacted
8/2	Clothing Allowance	Supply issuance amount to school age children for clothing allowance	Batch	Agency	DHS
8/15	Rhode Island Department of Education (RIDE) Annual School Lunch Letters	Receive file from RIDE of school age enrolled children and compare to RIBridges; generate match and no match files to transfer to RIDE; generate school lunch letters (direct certification and traditional) to families	Batch	Agency	DHS
9/1	ABAWD Time Clock Cycle	Update ABAWD waiver effective date	Reference Table	Agency	DHS
10/1	Homeless Shelter Deduction	Apply FNS approved SNAP homeless shelter deduction; RIBridges will apply new amount to a case via interim or recert process	Reference Table	Agency	DHS
10/1	D-SNAP Eligibility Standard for FFY	Apply D-SNAP Standard so comparisons for Income Limit to HH size and benefit allotment will be accurate reducing worker caseload	Reference Table	Agency	DHS
10/1	SNAP Standard Change/Utility Allowance (FPL) - Required before Negative action for October	Run Mass update on SNAP cases applying the new FPL limits to accurately determine eligibility; generate BDNs	Both	Executive	DHS, EOHHS, HSRI
10/1	LTC Standard Utility Allowance	Annual change to SUA based on cost of fuel and utilities as calculated by the annual Consumer Price Index (CPI); impacted LTC patient share; run Mass update on active MA cases; generate BDNs	Both	Executive	DHS, EOHHS
10/6	Auto Renewal Process	Auto renew clients in similar health plans for the upcoming new year	Both	Executive	HSRI
11/1	Open Enrollment	Allow clients to enroll in health care programs for the upcoming new year	Both	Agency	HSRI
12/1	System Bi-Weekly Child Care Payment Calendar	DHS Financial Management approved CCAP Provider payment and attendance batch generation schedule	Reference Table	Agency	DHS
12/31	Year End Batch	Moves the status of the QHP enrollment cases to disenroll status for current policy year	Batch	Agency	HSRI
12/31	Income Swap Batches	Swaps/Sets HSRI programs individual's annual income for next year to current year	Batch	Agency	HSRI

Appendix F:
RI Bridges Functionality and Stakeholder Landscape

RI Bridges Stakeholder Landscape

M&O Vendor

Other Vendor

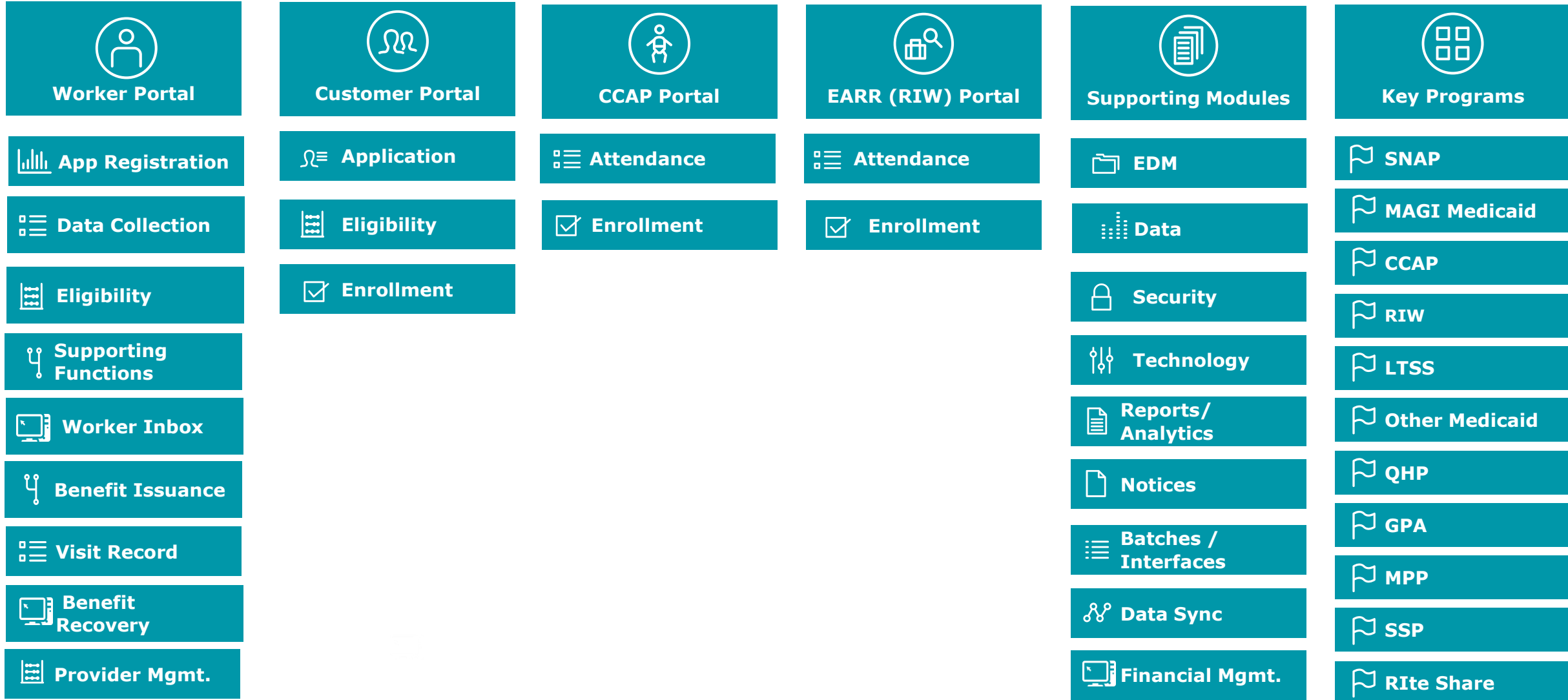
State, Federal, Other

RI Bridges Program Mgmt.	DHS	EOHHS	HSRI	DoIT
	PMO	Finance	IV&V	Federal Partners

RI Bridges System	Portals	Key Functionality	Supporting Modules	Key Programs
	Worker Portal	App Registration	EDM	SNAP
	Customer Portal	Data Collection	Data	MAGI Medicaid
	EARR Portal	Eligibility	Security	CCAP
	CCAP Portal	Supporting Functions	Technology	RIW
		Worker Inbox	Reports/Analytics	LTSS
		Benefit Issuance	Notices	Other Medicaid
		Benefit Recovery	Batches / Interfaces	QHP
		Enrollment	Data Sync	GPA
		Attendance	Financial Mgmt.	MPP
				SSP
				RIte Share

Supporting IT Groups
State Data Center
UAT Team
Trading Partners
MMIS Vendor
EBT Vendor
Federal Partners
30+ others

RI Bridges Functionality by Portal and Key Programs



Note: This is an illustrative view only. There are additional functionalities, modules, and programs.

Appendix G:
Hardware Software List

Found in the zip drive.

Appendix H:
Terms and Conditions (Master Services Agreement) (MSA))

Agreement Number:

AGREEMENT

Between the

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

DEPARTMENT OF HUMAN SERVICES

DEPARTMENT OF ADMINISTRATION –

HEALTHSOURCE RI,

and

[insert name of Contractor]

Name of Contractors: **Name of Contractor**

Title of Agreement: **ABC Agreement**

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

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

Performance Period:

MASTER SERVICE AGREEMENT

This agreement, hereinafter "Agreement", including attached ADDENDA, is hereby entered into this (DATE PRESENTED) _____ day of _____ 20____, by and through the **Executive Office of Health and Human Services, the Department of Human Services, the Department of Administration - Healthsource RI** (hereinafter referred to collectively as the "State" or the "Executive Office") and _____ (hereinafter referred to as the "Contractor" or, collectively with the State, the "Parties").

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

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

PAR. 1. GOVERNING LAW AND GENERAL TERMS AND CONDITIONS

The State's Purchase Laws (Chapter 37-2 of the Rhode Island General Laws) and Rhode Island Department of Administration, Division of Purchases, Procurement Rules, Regulations, and General Conditions of Purchase apply as the governing terms and conditions of this Agreement, which can be obtained at <https://rules.sos.ri.gov/regulations/part/220-30-00-13>. 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. 1.1 ORDER OF PRECEDENCE

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

In the event of a conflict between:

- (1) This Agreement and Addenda or other attachment to this Agreement, the terms of this Agreement shall prevail (to the extent not superseded by a duly executed amendment);
- (2) This Agreement and a Scope of Work, the terms of this Agreement shall prevail;
- (3) This Agreement and the Proposal, the terms of this Agreement shall prevail; and
- (4) This Agreement and the RFP, the terms of this Agreement shall prevail.

PAR. 2. PERFORMANCE

The Contractor shall perform all obligations, duties and the required scope of work, as set forth in this Agreement, the Request for Proposals (as applicable), the Proposal (as applicable) for the period of time listed in this Agreement, Exhibit(s) and/or Addenda that are attached hereto and are incorporated by reference herein, in a satisfactory manner to be determined at the sole and absolute discretion of the State, and in accordance with requirements of this Agreement. The Contractor shall perform in accordance with applicable State statutory and policy requirements as well as Federal statutory and policy requirements (as defined in 45 CFR § 75.100 *et. seq.* and 2 CFR §§ 200.416 - 417). More specifically, the **ADDENDUM I - SCOPE OF WORK** shall include performance measurement(s) 45 CFR § 75.301, monitoring and reporting program performance 45 CFR § 75.342, and performance must be in accordance with requirements for pass-through entities 45 CFR § 75.333 and in accordance with procurement standards contained in 7 CFR §277.14. The State shall have the right at any time, to review the work being performed as well as the place where such work is performed; and to that end, the State shall be given reasonable access to all activities related to this Agreement.

In accordance with 45 CFR § 75.352(d) the State will:

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

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

The State may request at any time additional monitoring, reporting, site visits, and audits in accordance with 45 CFR § 75.501, 45 CFR 155.1210, 2 CFR §§ 200.416 – 417, or if applicable “Yellow Book” audits (see Paragraph 24). All reports pertaining to 45 CFR § 75.517, shall be maintained by the Contractor. The Contractor must retain any documents pertaining to changes requested from the State or the Federal Government in accordance with 45 CFR § 75.361.

PAR. 3. TIME OF PERFORMANCE

The Contractor shall commence performance of this Agreement on the _____ day of _____ 20__ and shall complete performance no later than the _____ day of _____ 20__ (hereinafter the “Initial Term”), unless terminated prior to that day by other

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

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

PAR. 4. CONTRACT MANAGER – STATE

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

PAR. 5. PROJECT OFFICER – CONTRACTOR

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

PAR. 6. BUDGET

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

PAR. 7. METHOD OF PAYMENT AND REPORTS

The State will make payments to the Contractor in accordance with provisions of **ADDENDUM III - PAYMENTS AND REPORTS SCHEDULE** attached hereto and incorporated by reference herein. The State acknowledges and agrees that any increase in expenses due to delays by the State which extends the time of performance shall be subject to reimbursement of the costs associated with such delays. The Contractor will complete and forward narrative, fiscal, and all other reports per **ADDENDUM III - PAYMENTS AND REPORTS SCHEDULE**. The State has the right to offset any amount owed by Contractor to the State or the State under this Agreement or any other agreement against any amount owed by the State to the Contractor under this Agreement and may apply or set off any deposits, other sums,

securities and other property held by the State or the State against amount due from Contractor under this Agreement. The State is not obligated to make any payment under this Agreement if Contractor materially breaches this Agreement.

PAR. 8. TERMINATION AND/OR DEFAULT OF AGREEMENT

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

a) Default by Contractor

The State may, by not less than ten (10) 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. Fails to make progress as to materially endanger performance of the Agreement in accordance with its terms; or
3. Materially breaches any provision of this Agreement.

Termination, at the option of the State shall be effective unless the Contractor shall have corrected such failure(s) ten (10) days after the receipt by the Contractor of such written notice, unless otherwise determined by the State Purchasing Agent.

b) Termination for Convenience of the State

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

c) Termination for Occurrence of Contingency

The State may, in its sole discretion, at any time terminate this Agreement in whole or in part, in the event that funding is delayed, reduced or eliminated in the current or any future fiscal, by notice of such termination specifying the extent of termination and the effective date thereof (“Notice of Termination”).

d) Termination for Conflict of Interest

The State may terminate this Agreement, in whole or in part at the State’s sole discretion, by written notice to Contractor if it is found, after due notice and examination, that there is a violation by any of the Parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Agreement

is terminated as provided herein pursuant to a violation by Contractor, the State shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of a material breach of this Agreement by Contractor.

e) Termination for Contractor's Bankruptcy

In the event that Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets, or shall avail itself of, or become subject to, any proceeding under the federal Bankruptcy Act or any other statute of any State relating to insolvency or the protection of the rights of creditors, the State may, at its option, terminate this Agreement in whole or in part. In the event the State elects to terminate this Agreement under this Section 33, it shall do so by sending Notice of Termination. The date of termination shall be the close of business on the date specified in such notice to Contractor. In the event of the filing of a petition in bankruptcy by or against a principal Subcontractor, Contractor shall immediately advise the State.

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

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

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

1. Stop work under this Agreement on the date and to the extent specified in the notice of termination.

2. Take such action as may be necessary, or as the State's Contract Manager may reasonably direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the State has or may acquire an interest.

3. Terminate all orders to the extent that they relate to the performance of work terminated by the notice of termination.

4. Subject to the provisions of this paragraph, assign to the State in the manner and to the extent directed by the State's Contract Manager all of the rights, title, and interest of the Contractor under the orders so terminated, in which case the State shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders, however, notwithstanding this provision, the Contractor will not be obligated to assign any such rights, title or interest in the absence of payment therefore by the State.

5. With the approval or ratification of the State's Contract Manager, initiate settlement of all outstanding liabilities and all claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this contract. Prior to a final settlement of said outstanding liabilities and claims arising out of such termination, final written approval of the State's Contract Manager must be obtained.

6. Subject to the provisions of this Paragraph, transfer title, or if the Contractor does not have title, then transfer their rights to the State (to the extent that title has not already been transferred) and deliver in the manner, at reasonable times, and to the extent reasonably directed by the State's Contract Manager all files, processing systems, data manuals, or other documentation, in any form, that relate to all the work completed or in progress prior to the notice of termination.

7. Complete the performance of such part of the work as shall not have been terminated by the notice of termination. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.

8. Unless terminated by the State for default of the Contractor, the Contractor shall be entitled to reasonable account shut down expenses associated with such termination including the penalties associated with early termination of lease, software, hardware, and any other unamortized or incremental expenses accrued but not charged, excluding anticipated profits which shall not be reimbursed. The Contractor shall submit all identified shut down expenses associated with such termination incurred before and prior to the termination date. Any damages to the State shall offset any shutdown expenses to the State.

9. The Contractor acknowledges and agrees the services and/or deliverables provided under this Agreement are very important to the State and that upon

expiration or termination of the Agreement, must be continued without interruption whether by the State, the State, governmental agency or another private entity (“successor entity”). Prior to the end of the Termination and up to one hundred and twenty (120) 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 no additional cost if the Contractor caused the loss. Lost data shall be provided to the State in form acceptable to the State.

10. Upon expiration or termination of the Agreement and after any termination assistance period, the Contractor shall license to the State the right to use royalty-free any and all Contractor intellectual property necessary for the State to continue to operate the services without interruption or loss of quality whether or not Contractor generally makes such intellectual property commercially available. Such license shall include rights of use for any third party appointed by the State to deliver the services; except that neither the State nor any third party shall be licensed to use Contractor’s intellectual property for commercial purposes other than in the delivery of service to the State service recipients.

b) The State shall not be liable to the Contractor for loss of profits because of a stop work order issued under this clause.

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

d) The Contractor's liability to the State for any damages arising out of or related to this Agreement, regardless of the form of action that imposes liability, whether in contract, equity, negligence, intended conduct, tort or otherwise, and including any direct damages incurred by the State due to the intentional tortious actions of the Contractor in the performance or nonperformance of its obligations under this Agreement is not limited to the total fees paid by the State to the Contractor under this Agreement. Further, there

shall be no limitation of the Contractor's liability for disclosure of Confidential Information or intellectual property infringement. Neither party shall be liable for any amounts for loss of income, profit or savings or incidental, consequential, indirect, exemplary, severance pay, punitive, or special damages of any party, including third Parties arising out of or related to this Agreement; provided, however, that the foregoing shall not be deemed to limit in any way the provisions of **ADDENDUM XIII - LIQUIDATED DAMAGES** of this Agreement.

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

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

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

1) Assurances before Breach

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

Nothing in the language contained in "limitation of liability" article, "Contractor's liability for injury to person's or damage to property" article and "indemnification" article shall be construed to waive or limit the State or federal sovereign immunity or any other immunity from suit provided

by law including, but not limited to Rhode Island General Laws, Title 9 Chapter 31, "Governmental Tort Liability."

2) State's Options at Termination

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

i) Retain all or a portion of such hardware, equipment, software, and documentation as has been provided, obtaining clear title or rights to the same, and procure upon such terms and in such manner as the State's Contract Manager may deem appropriate, hardware, equipment, software, documentation, or services as are necessary to complete the project; or 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.

ii) 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.

3) Termination/Expiration Assistance

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

After the expiration of the Termination/Expiration Assistance Period, Contractor shall answer questions from the State regarding the Services on an “as needed” basis at Contractor’s then standard commercial billing rates.

Termination/Expiration Assistance will include the following:

- a) Within thirty (30) days after the commencement of Termination/Expiration Assistance, Contractor will provide a complete plan for turnover that enables a smooth transition of the Services to the State or a successor to Contractor (such plan, the “Turnover Plan”). The Turnover Plan will be provided to the State in both hardcopy and in an electronic format capable of being utilized by the State. Upon the State’s written approval of the Turnover Plan, Contractor will provide Termination/Expiration Assistance in accordance with such Turnover Plan. Provision of Termination/Expiration Assistance will not be complete until the State Project Manager agrees that all tasks and deliverables set forth in the Turnover Plan have been completed.
- b) Contractor will attend periodic review meetings called by the State, during which the Parties at a minimum will review Contractor’s performance of Termination/Expiration Assistance, including the completion of tasks and deliverables set forth in the Turnover Plan.
- c) Contractor will provide sufficient personnel with current knowledge of the Services to work with the appropriate staff of the State and, if applicable, the successor Contractor to perform the turnover tasks defined in the Turnover Plan. Contractor will cooperate with the State and any successor to Contractor in transitioning the functions performed by Contractor under this Agreement.
- d) Contractor will promptly cooperate and provide any information that is necessary to effectuate a smooth transfer of the Services performed and Deliverables delivered by Contractor under this Agreement to the State or a successor to Contractor, including as necessary for the State to prepare a request for proposal.
- e) Contractor shall identify and assist the State in procuring suitable functionally equivalent replacements for any shared hardware or software then used by Contractor in providing the Services and shall provide a listing and detailed written description of all support and development tools and methodologies used in performing the Services. Contractor will obtain any necessary rights and thereafter make available to the State or its designee, pursuant to reasonable terms and conditions, any third-party services then being utilized by Contractor in the performance of the Services including services being provided through subcontractors.

PAR. 10. MODIFICATION OF AGREEMENT

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

Special Projects are defined as additional services available to the State on a time and materials basis with the amounts not to exceed the amounts referenced on the Contractor’s RFP cost proposal or as negotiated by project or activity. The change order will specify the scope of the change and the expected completion date. Any change order shall be subject to the same terms and conditions of this Agreement unless otherwise specified in the change order and agreed upon by the Parties. The Parties will negotiate in good faith and in a timely manner all aspects of the proposed change order.

Availability of Funds

It is understood and agreed by the Parties hereto that all obligations of the State, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State and federal funds, and in no event shall the State be liable for any payments hereunder in excess of such available and appropriated funds. In the event that the amount of any available or appropriated funds provided by the State or federal sources for the purchase of services hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified amount of services to be purchased hereunder for any reason whatsoever, the State shall notify the Contractor of such reduction of funds available and the State shall be entitled to reduce its commitment hereunder as it deems necessary, but shall be obligated for payments due to the Contractor up to the time of such notice. Neither party shall be liable for any amounts for loss of income, profit or savings or incidental, consequential, indirect, exemplary, severance pay, punitive, or special damages of any party, including third Parties arising out of or related to this Agreement.

PAR. 11. BACKGROUND SCREENING AND SUBCONTRACTING

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

- (a) Contractor shall conduct commercially reasonable recruitment and security vetting procedures in relation to each such individual including, at a minimum, by verifying such individual’s identity and legal right to work in the United States based on documentation satisfying Form I-9 of the US State of Homeland Security (i.e. confirmation of identity and personal information, including social security verification). Contractor shall also perform a background investigation on each such individual which, at a minimum, consists of the following: (i) verification of current residence;

(ii) verification of previous five (5) years of employment history; (iii) verification of any specific academic, trade or professional qualifications or records that are required for the individual to perform his or her role; and (iv) criminal records checks, including at a minimum a Felony Including Misdemeanor (FIM) county-level search and a Felony & Misdemeanor (FAM) county and lower court-level search; provided, that in the event an individual experiences a break in service with Contractor subsequent to the foregoing investigation having been conducted, a new background investigation meeting the requirements set forth herein will be required.

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

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

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

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

The positions named by the Contractor and detailed in **ADDENDUM XVII – CORE STAFF POSITIONS**, which is incorporated by reference herein, will be considered core project

staff positions for this project. The Contractor will not alter the core project team or use an independent contractor, company or subcontractor to meet required deliverables without the prior written consent of the State's Contract Manager or other appointed designee(s) for which consent shall not be unreasonably withheld. Failure to comply with the provisions of this Paragraph could result in denial of reimbursement for such non- approved sub-contracts.

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

PAR. 12. REPRESENTATIONS AND WARRANTIES

Contractor warrants, represents and covenants that:

- (a) The services shall be performed with care, skill and in a professional manner in accordance with: (i) the best practices and professional standards recognized by the Contractor's profession for providers of services similar in scope, scale and geographic coverage to the services, (ii) the terms of this Agreement, (iii) the acceptance criteria, if any, and (iv) the additional State standards or policies set forth in the applicable Scope of Work, including the most stringent of all State policies, standards and procedures related to the services, including but not limited to those governing quality, change, and problem management, safety, data privacy and data security, business continuity and disaster recovery, retention of records, and pervasive and transaction controls;
- (b) During the warranty period, the services will conform in all material respects to the acceptance criteria;
- (c) The services shall be free from all liens and encumbrances and shall be provided in accordance with, and shall at all times comply with all applicable laws governing the services, including without limitation: (i) all applicable requirements regarding the privacy and handling of State's Confidential Information, (ii) all equal opportunity, anti-discrimination and wage and hour Laws (and, to the extent applicable, the equal employment opportunity and affirmative action requirements set forth in 41 C.F.R. Part 60-1.4(a) (women and minorities), 41 C.F.R. Part 60-250.5(a) and Part 60-300.5(a) (covered veterans), and 41 C.F.R. Part 60-741.5(a) (individuals with disabilities), and the employee notice requirements set forth in 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference herein), and (iii) any other Laws specifically referenced in a Scope of Work;

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

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

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

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

(h) All documentation provided hereunder substantially explains the use and operation of all material features and functions of the services;

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

(j) Reserved;

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

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

any third-party warranty shall relieve Contractor of its obligations to provide the services pursuant to the requirements set forth in this Agreement.

PAR. 13. CONTRACTOR'S LIABILITY/INDEMNIFICATION

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

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

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

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

PAR. 14. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

By signing this Agreement, the Contractor agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794); Americans with Disabilities Act of 1990 (42 USC 12101 et. seq.); Title IX of the Education Amendments of 1972 (20 USC 1681 et. seq.); The Food Stamp Act, and the Age Discrimination Act of 1975, The United States State of Health and Human Services Regulations found in 45 CFR, Parts 80 and 84; the United States State of Education Implementing regulations (34 CFR, Parts 104 and 106; and the United States State of Agriculture, Food and Nutrition Services (7 CFR § 272.6), which prohibit discrimination on the basis of race, color, national origin (limited English proficiency persons), age, sex, disability, religion, political beliefs, in acceptance for or provision of services, employment, or treatment in educational or other programs or activities, or as any of the Acts are amended from time to time.

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

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

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

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

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

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

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

PAR. 15. ASSIGNABILITY

The Contractor shall not assign any interest in this Agreement (whether by assignment or novation) without the prior written consent of the State's Division of Purchases.

PAR. 16. PARTNERSHIP

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

PAR. 17. INTEREST OF CONTRACTOR

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

PAR. 18. FEDERAL FUNDING PROVISIONS

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

States are required to collect information from contractors for awards greater than \$25,000 as described in **ADDENDUM III – 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 subcontractor 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's invoices or compliance with this Agreement (in accordance with 45 CFR § 75.361 and 45 CFR § 155.1210). If such records are maintained outside of the State of Rhode Island, such records shall be made accessible by the Contractor at a Rhode Island location. Additionally, if any litigation, claim, or audit commences before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken in accordance with 45 CFR § 75.386. If audit findings have not been resolved at the end of the ten (10) years, the records shall be retained for an additional three (3) years after the resolution of the audit findings are made or as otherwise required by law.

The Contractor and its subcontractors, if subcontractors are permitted within the scope of this Agreement, 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.

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 thousand dollars (\$5000.00) or an aggregate of ten thousand dollars (\$10,000) 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

23.1. Definitions

The following definitions shall apply:

4) “Breach” as defined pursuant to HIPAA guidelines as well as those found in the Health Information Technology for Economic and Clinical Health Act (HITECH) means an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of Protected Health Information (PHI) in violation of HIPAA privacy rules that compromise PHI security or privacy. Additionally, a Breach or suspected Breach means an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PII or SI.

5) “Incident” is defined by OMB Memorandum M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information (January 3, 2017), as an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2)

constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

6) “Confidential Information” means information that Contractor receives or has access to under this Agreement, including but not limited to; Personally Identifiable Information (PII); Sensitive Information (SI); PHI; Return Information; other information (including electronically stored information) or 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; any other records, reports, opinions, information, and statements required to be kept confidential by State or federal law or regulation, or rule of court; any statistical, personal, technical and other data and information relating to the State’s data; or other such data protected by State and federal laws, regulations.

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

8) “Protected Health Information” or “PHI” means individually identifiable information relating to the past, present, or future health status of an individual that is created, collected, or transmitted, or maintained by a HIPAA-covered entity in relation to the provision of healthcare, payment for healthcare services, or use in healthcare operations. Health information such as diagnoses, treatment information, medical test results, and prescription information are considered protected health information under HIPAA, as are national identification numbers and demographic information such as birth dates, gender, ethnicity, and contact and emergency contact information. PHI relates to physical records, while ePHI is any PHI that is created, stored, transmitted, or received electronically. PHI does not include information contained in educational and employment records, that includes health information maintained by a HIPAA covered entity in its capacity as an employer.

9) “Return Information” is defined under 26 USC § 6103(b)(2) and has the same meaning as “Federal Tax Information” or “FTI” as used in IRS Publication 1075.

10) “Sensitive Information” or “SI” means information that could be expected to have a serious, severe or catastrophic adverse effect on organizational operations, organizational assets, or individuals if the confidentiality, integrity, or availability is lost. 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).

23.2. General

The Contractor shall take security measures to protect against the improper use, loss, access of and disclosure of any Confidential Information it may receive or have access to under this Agreement as required by this Agreement, the RFP and proposal, or which becomes available to the Contractor in carrying out this Agreement and the RFP and the proposal and agrees to comply with State requirements for safeguarding Confidential Information. All such information shall be held in strict confidence and protected by the Contractor from unauthorized use and disclosure utilizing same or more effective procedural requirements as are applicable to the State.

23.3. Privacy and Security Safeguards and Obligations

For all Confidential Information under this Agreement, the Contractor must comply with the following privacy and security requirements and obligations:

- a. Ensure that its employees, contractors, and agents implement the appropriate administrative, physical and technical safeguards to protect Confidential Information received by Contractor under this Agreement from loss, theft or inadvertent disclosure.
 - i. **Administrative Safeguards.** Contractor will advise all users who will have access to the Confidential Information of its confidential nature, the safeguards required to protect the Confidential Information, and the civil and criminal sanctions for noncompliance contained in applicable Federal laws.
 - ii. **Physical Security/Storage:** Contractor will store the Confidential Information in an area that is physically and technologically secure from access by unauthorized persons during duty hours, as well as non-duty hours or when not in use (e.g., door locks, card keys, biometric identifiers, etc.). Only authorized personnel will transport the Confidential Information. Contractor will establish appropriate safeguards for such Confidential Information, as determined by a risk-based assessment of the circumstances involved.

iii. Technical Safeguards: Contractor agrees that the Confidential Information exchanged under this Agreement will be processed under the immediate supervision and control of authorized personnel to protect the confidentiality of the Confidential Information in such a way that unauthorized persons cannot retrieve any such Confidential Information by means of computer, remote terminal, or other means. Contractor personnel must enter personal identification information when accessing Confidential Information on the State's systems. Contractor will strictly limit authorization to those electronic Confidential Information areas necessary for authorized persons to perform his or her official duties.

iv. Understand that they are responsible for safeguarding this information at all times, regardless of whether or not the Contractor employee, subcontractor, or agent is at his or her regular duty station.

v. Ensure that laptops and other electronic devices/media containing Confidential Information that constitutes PII are encrypted and/or password protected.

vi. Send E-mails containing Confidential Information that constitutes PII only if encrypted and being sent to and received by email addresses of persons authorized to receive such information. In the case of FTI, Contractor employees, subcontractors, and agents must comply with Internal Revenue Service ("IRS") Publication 1075's rules and restrictions on emailing return information.

vii. Restrict access to the Confidential Information only to those authorized Contractor employees, subcontractors, and agents who need such Confidential Information to perform their official duties in connection with purposes identified in this Agreement; such restrictions shall include, at a minimum, role-based access that limits access to those individuals who need it to perform their official duties in connection with the uses of Confidential Information authorized in this Agreement ("authorized users"). Contractor shall not use or access Confidential Data for independent projects unrelated to the purposes identified in this Agreement. Further, the Contractor shall advise all users who will have access to the Confidential Information provided under this Agreement of the confidential nature of the Confidential Information, the safeguards required to protect the Confidential Information, and the civil and criminal sanctions for noncompliance contained in the applicable Federal laws. The Contractor shall require its contractors, agents, and all employees of such contractors or agents with authorized access to the Confidential Information disclosed under this Agreement, to comply with the terms and conditions set forth in this Agreement, and not to duplicate, disseminate, or disclose such Confidential Information unless authorized under this Agreement.

viii. For receipt of FTI, the Contractor agrees to maintain all return information sourced from the IRS in accordance with IRC section 6103(p)(4) and comply with the safeguards requirements set forth in Publication 1075, "Tax Information Security Guidelines for Federal, State and Local Agencies", which is the IRS published guidance for security guidelines and other safeguards for protecting return information pursuant to 26 CFR § 301.6103(p)(4)-1. In addition, the Contractor shall:

- (1) Establish a central point of control for all requests for and receipt of Return Information and maintain a log to account for all subsequent disseminations and products made with/from that information, and movement of the information until destroyed, in accordance with Publication 1075.
- (2) Establish procedures for secure storage of return information consistently maintaining two barriers of protection to prevent unauthorized access to the information, including when in transit, in accordance with Publication 1075.
- (3) Consistently label return information obtained under this Agreement to make it clearly identifiable and to restrict access by unauthorized individuals. Any duplication or transcription of return information creates new records which must also be properly accounted for and safeguarded. Return information should not be commingled with other records unless the entire file is safeguarded in the same manner as required for return information and the FTI within is clearly labeled in accordance with Publication 1075.
- (4) Restrict access to return information solely to officers, employees, agents, and subcontractors of the Contractor whose duties require access for the purposes of carrying out this Agreement. Prior to access, the Contractor must evaluate which personnel require such access on a need-to-know basis. Authorized individuals may only access return information to the extent necessary to perform services related to this Agreement, in accordance with Publication 1075.
- (5) Prior to initial access to FTI and annually thereafter, the Contractor will ensure that employees, officers agents, and subcontractors that will have access to return information receive awareness training regarding the confidentiality restrictions applicable to the return information and certify acknowledgement in writing that they are informed of the criminal penalties and civil liability provided by sections 7213, 7213A, and 7431 of the Internal Revenue Code for any willful disclosure or inspection of return information that is not authorized by the Internal Revenue Code, in accordance with Publication 1075.

- (6) Contractor must ensure information systems processing return information are compliant with Section 3544(a)(1)(A)(ii) of the Federal Information Security Management Act of 2002 (FISMA).

23.4. Ownership of Confidential Information

The Contractor expressly agrees and acknowledges that Confidential Information provided to and/or transferred 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 Confidential Information 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.

23.5. Compliance with Applicable Laws, Regulations, Policies and Standards

The Contractor agrees to abide by all applicable, current and as amended Federal and State laws, regulations, policies, guidance and standards governing the confidentiality of information to which it may have access to under this Agreement, including to but not limited to the Business Associate requirements of HIPAA (WWW.HHS.GOV/OCR/HIPAA) and 45 CFR § 155.260. 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.

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*; Identity Theft Protection Act of 2015, R.I. Gen. Laws Chapter 11-49.3 and HIPAA and its implementing regulations. The Contractor acknowledges that failure to comply with the provisions of this Paragraph 23 will result in the termination of this Agreement.

In connection with all PII that Contractor receives or has access to under this Agreement, the Contractor must comply with Minimum Acceptable Risk Standards for Exchanges (MARS-E), version 2.0 dated November 15, 2015 which includes the following suite of documents: Volume I: Harmonized Security and Privacy Framework; Volume II: Minimum Acceptable Risk Standards for Exchanges; Volume III: Catalog of Minimum Acceptable Risk Security and Privacy Controls for Exchanges; and Volume IV: ACA Administering Entity System Security Plan.

Notwithstanding any other requirement set out in this Agreement, the Contractor acknowledges and agrees that the HITECH Act and its implementing regulations impose requirements with respect to privacy, security and Breach notification and contemplates that such requirements shall be implemented by regulations to be adopted by the U.S. State of Health and Human Services. The HITECH requirements, regulations and provisions are hereby

incorporated by reference into this Agreement as if set forth in this Agreement in their entirety. Notwithstanding anything to the contrary or any provision that may be more restrictive within this Agreement, all requirements and provisions of HITECH, and its implementing regulations currently in effect and promulgated and/or implemented after the date of this Agreement, are automatically effective and incorporated herein. Where this Agreement requires stricter guidelines, the stricter guidelines must be adhered to.

23.6. Breach/Incident Reporting

The Contractor shall notify the State and the State's designated security officer by telephone plus e-mail upon the discovery of any Incident, Breach of security of PHI, PII or SI or suspected Incident, Breach of security of PHI, PII or SI (where the use or disclosure is not provided for and permitted by this Agreement) within one (1) hour of discovering the suspected or confirmed Incident or Breach. The Contractor shall, within twenty- four (24) hours, notify the State and the State's designated security officer of any suspected Breach of unauthorized electronic access, disclosure or Breach of Confidential Information or any successful Breach of unauthorized electronic access, disclosure or Breach of Confidential Information. 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 or confirmed Incident or Breach 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 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 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.

23.7. Other

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

The Contractor agrees that no findings, listing, or information derived from information obtained through performance of this Agreement may be released or publicly disclosed in any form for any purpose if such findings, listing, or information contains any combination of data elements that might allow an individual to determine a beneficiary's identification without first

obtaining written authorization from the State's Contract Manager. Examples of such data elements include, but are not limited to geographic indicators, age, sex, diagnosis, procedure, date of birth, or admission/discharge date(s). The Contractor agrees further that the State shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from the State's files identify or would, with reasonable effort, permit one to identify an individual, or to deduce the identifying of an individual to a reasonable degree of certainty. The Contractor agrees that the conditions set forth herein apply to any materials presented or submitted review and/or publication that contain individual identifying elements in the information obtained, as stated above, unless such information is presented in the aggregate. Under no circumstance, shall the Contractor publicly disclose or present or submit any materials for review and/or publication that contains an individual's social security number, in part or in whole. The Contractor is hereby notified that all initial data received from DHS is considered confidential by the State.

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

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

The Contractor shall not be required under the provisions of this Paragraph 23 to keep confidential any Confidential Information or information, which is or becomes legitimately publicly available or is rightfully obtained from third Parties under no obligation of confidentiality.

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

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

PAR. 24. AUDIT

In the case wherein the amount identified in **PAR. 6. - BUDGET** is at least twenty- five thousand dollars (\$25,000) in any year, at no additional cost for the State, the Contractor shall prepare an annual financial statement of the Contractor or the Contractor's parent, where applicable, within nine (9) months of the end of the Contractor's fiscal year. The financial

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

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

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

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

Pursuant to 45 CFR § 75.501 "for-profit" entities shall conduct a "Yellow Book" audit annually by an 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. For the avoidance of any doubt, the Yellow Book audit is in addition to any other audits required by this Agreement.

The Contractor agrees that the State or its designated representative will be given access to any part of the system, including cost records of contractors and subcontractors, which pertains to work under this Agreement to inventory and/or inspect the system. Access shall be made available to the State or its authorized representatives, including federal funding agencies at intervals as are deemed necessary in order to determine whether the conditions for approval are being met and to determine the efficiency, economy and effectiveness of the system. Failure to provide full access to all parts of the system may result in suspension and/or termination of the Agreement. (7 CFR § 277.18 (k)).

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

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

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

PAR. 25. SEVERABILITY

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

PAR. 26. ON-SITE INSPECTION

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

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

PAR. 27. DRUG-FREE WORKPLACE POLICY

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

Furthermore, the Contractor agrees to submit to the State any report or forms which may from time-to-time be required to determine the Contractor's compliance with this policy. The Contractor acknowledges that a violation of the Drug-Free Workplace Policy may, at the State's option, result in termination of this Agreement.

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

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

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

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

PAR. 30. CHIEF PURCHASING OFFICER

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

PAR. 31. OWNERSHIP

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

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

In accordance with the requirements contained in 45 CFR § 95.617 and 7 CFR § 277.18 (1)(1), the Contractor hereby grants the State a perpetual, royalty-free, worldwide, non-exclusive license to use any Contractor pre-existing intellectual property related to the services, including Developed Software, whenever such Contractor intellectual property may be introduced.

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

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

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

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

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

3. The State will reasonably cooperate in the defense and in any related settlement negotiations.

Should the deliverables or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. intellectual property rights, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the deliverables or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such deliverables or software by the State shall be prevented by injunction, the Contractor shall take back such deliverables or software and make every reasonable effort to assist the State in procuring substitute deliverables or software. If, in the sole opinion of the State, the return of such infringing deliverables or software makes the retention of other deliverables or software acquired from the Contractor under this Agreement impractical, the State shall then have the option of terminating such agreements, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such deliverables or software and refund any sums the State has paid the Contractor less any reasonable amount for use or damage.

The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

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

DEVELOPED SOFTWARE. All software that is developed by the Contractor and delivered by the Contractor to the State under this Agreement and paid for by the State ("Developed Software") is and shall remain the property of the State. For a period of ninety (90) days following acceptance of any Developed Software in accordance with the approval procedures adopted by the Parties, the Contractor warrants that each item of developed software will conform in all material respects to the written technical specifications agreed to by the Parties in accordance with the software development methodologies adopted by the Parties and set forth in the procedures manual. As soon as reasonably practicable after discovery by State or Contractor of a failure of the Developed Software to so conform (a "**non- conformance**"), State or Contractor, as applicable, will deliver to the other a statement and supporting documentation

describing in reasonable detail the alleged nonconformance. If Contractor confirms that there is a non-conformance, then Contractor will use commercially reasonable efforts to correct such non-conformance. The methods and techniques for correcting non-conformances will be at the sole discretion of the State. If, after undertaking commercially reasonable efforts to remedy a breach by Contractor of the foregoing warranty, Contractor, in the exercise of its reasonable business judgment, determines that any repair, adjustment, modification or replacement is not feasible, or in the event that the developed software subsequent to all repairs, adjustments, modifications and replacements continues to fail to meet the foregoing warranty, the State will return the developed software to Contractor, and Contractor will credit to the State an amount equal to the charges actually paid by the State to the Contractor for the developed software that has failed to meet the foregoing warranty.

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 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 declaring a Force Majeure Event shall immediately give notice to the other Parties and shall include in said notice its best efforts to avoid such failure or delay in performance, efforts to minimize the impact thereof and a description of its probable effect and duration. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended and such action may be undertaken to serve the best interests of the State.

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

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR § 200, Subpart F, Appendix II).

PAR. 34. DISPUTES

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

If the State's Contract Manager and the Contractor's Project Officer are unable to resolve the dispute, either party may request that the dispute be escalated for resolution to the Director of the Department of Administration or his or her designee, the Contractor's President or his or her designee and a mutually agreed upon third party shall attempt to resolve the issue. If the issue is not resolved, the Parties shall proceed pursuant to R.I. General Laws § 37-2-46 and applicable State Procurement Regulations (1.5).

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

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

PAR. 35. GOVERNING LAW

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

PAR. 36. WAIVER AND ESTOPPEL

Nothing in this Agreement shall be considered waived by any party, unless the party claiming the waiver receives the waiver in writing. No breach of this Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision shall not constitute a waiver of any other. A failure of any party to enforce at any time any provisions(s) of this Agreement, or to exercise any option which is herein provided, shall in no way be construed as a waiver of such provision of this Agreement. No consent, or excuse by either party, express or implied, shall constitute a subsequent consent, waiver or excuse.

PAR. 37. INSURANCE

Throughout the term of the Agreement, the Contractor and any subcontractor shall procure and maintain, at its own cost and expense, insurance as required in the Request for Proposals.

PAR. 38. WORK REVIEWS

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

PAR. 39. BUSINESS CONTINUITY PLAN

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

PAR. 40. NOTICES

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

PAR. 41. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument. Execution may be affected by delivery of facsimiles of signature pages and the Parties will follow such delivery by prompt delivery of originals of such pages.

PAR. 42. AMENDMENTS

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

PAR. 43. SURVIVAL

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

PAR. 44. PUBLICITY

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

PAR. 45. ADDITIONAL APPROVALS

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

PAR. 46. FEDERAL TAX INFORMATION

Performance: In performance of this Agreement, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the Contractor or the Contractor's employees.
- (2) The Contractor and the Contractor's employees with access to or who use Federal Tax Information (FTI) must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(5) The Contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the State or its designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, subject to prior approval from the State, and will provide the State or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.

(8) No work involving Federal Tax Information furnished under this Agreement will be subcontracted without prior written approval of the IRS.

(9) The Contractor will maintain a list of employees with authorized access. Such list will be provided to the State and, upon request, to the IRS.

(10) The State will have the right to void the Agreement if the Contractor fails to provide the safeguards described above.

Criminal/Civil Sanctions:

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return

information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR § 301.6103(n)-1.

(3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to the State's records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a Contractor access to FTI must be preceded by certifying that each individual understands the State's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the State's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure to IRS Publication 1075). The training provided before the initial certification and annually thereafter must also cover the Incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10 of IRS Publication 1075) For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

Inspection: The IRS and the State, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or

automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

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

STATE OF RHODE ISLAND:

[CONTRACTOR]

WOMAZETTA JONES
SECRETARY
EXECUTIVE OFFICE OF HEALTH AND
HUMAN SERVICES

BY:
TITLE:

DATE

DATE

COURTNEY HAWKINS
DIRECTOR
DEPARTMENT OF HUMAN SERVICES

DATE

DIRECTOR
HEALTHSOURCE RI –
DEPARTMENT OF ADMINISTRATION

DATE

ADDENDA

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

- ADDENDUM I** - REQUEST FOR PROPOSAL AND/OR SCOPE OF WORK
- ADDENDUM II** - BUDGET
- ADDENDUM III** - PAYMENTS AND REPORTS SCHEDULE
- ADDENDUM IV** - FISCAL ASSURANCES
- ADDENDUM V** - NOTICE TO EXECUTIVE OF HUMAN SERVICES' SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
- ADDENDUM VI** - NOTICE TO DEPARTMENT OF HUMAN SERVICES' SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973
- ADDENDUM VII** - DRUG-FREE WORKPLACE POLICY
- ADDENDUM VIII** - DRUGFREE 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

<u>ADDENDUM XVI</u> -	BID PROPOSAL
<u>ADDENDUM XVII</u> -	CORE STAFF POSITIONS
<u>ADDENDUM XVIII</u> -	FEDERAL SUBAWARD REPORTING
<u>ADDENDUM XIX</u> -	BUSINESS ASSOCIATE AGREEMENT
<u>ADDENDUM XX</u> -	INFORMATION SECURITY REQUIREMENTS

ADDENDUM I

REQUEST FOR PROPOSAL / SCOPE OF WORK

ADDENDUM II

BUDGET

ADDENDUM III

PAYMENTS AND REPORTS SCHEDULE

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 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards. Where applicable:
 - Subpart A - Acronyms and Definitions (75.1-75.2)
 - Subpart B – General Provisions (75.100 – 75.113)
 - Subpart C – Pre-Federal Award Requirements and Contents of Federal Awards (75.200– 200.218)
 - Subpart D – Post Federal Award (75.300 – 75.391)
 - Subpart E – Cost Principles (75.400 – 75.477)
 - Subpart F – Audit Requirements (75.500 – 75.521)
 - All Subsequent Addenda
8. If the Contractor expends Federal awards during the Contractor's particular fiscal year of \$750,000 or more, then 45 CFR § 75.500 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 _____. The Contractor must review applicable Federal Statutes,

regulations, terms and conditions of the Federal Award in accordance with 45 CFR § 75.100 et seq. (a)(2).

ADDENDUM V

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

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

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

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

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

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

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

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

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

THE REGULATIONS ADDRESS THE FOLLOWING TOPICS:

SECTION:

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

ADDENDUM VI

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

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

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

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

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

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

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

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

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

SUBPART A - GENERAL PROVISIONS

SECTION:

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

SUBPART B - EMPLOYMENT PRACTICES SECTION:

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

SUBPART C - ACCESSIBILITY SECTION:

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

SUBPART F - HEALTH, WELFARE, AND SOCIAL SERVICES SECTION:

- 84.51 APPLICATION OF THIS SUBPART
- 84.52 HEALTH, WELFARE, AND OTHER SOCIAL SERVICES
- 84.53 DRUG AND ALCOHOL ADDICTS
- 84.54 EDUCATION AND INSTITUTIONALIZED PERSONS
- 84.55 PROCEDURES RELATING TO HEALTH CARE FOR HANDICAPPED INFANTS
- 84.56 - 84.60 (RESERVED)

ADDENDUM VII

DRUG-FREE WORKPLACE POLICY

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

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

ADDENDUM VIII

DRUG-FREE WORKPLACE POLICY CONTRACTOR CERTIFICATE OF COMPLIANCE

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

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

SIGNATURE:

TITLE:

DATE:

ADDENDUM IX

SUBCONTRACTOR COMPLIANCE

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

PAR. 13. CONTRACTOR’S LIABILITY/INDEMNIFICATION

PAR. 14. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

PAR. 18. FEDERAL FUNDING PROVISIONS

SIGNATURE:

TITLE:

DATE:

ADDENDUM X

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

SIGNATURE:

TITLE:

DATE:

ADDENDUM XI

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

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

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the State's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or explanation shall disqualify such person from participation in this transaction.

2. The certification in this clause is a material representation of fact upon which reliance was placed when the State determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the State. The State may terminate this transaction for cause or default.

3. The prospective primary participant shall provide immediate written notice to the State if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549 and 12689.

5. A contract award will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

6. 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.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled certification regarding debarment, suspension, ineligibility and voluntary exclusion - lower tier covered transactions, provided by the State, without

modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. 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).

9. 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.

10. 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.

ADDENDUM XII

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local 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 XIII), 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.

ADDENDUM XIV

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

2. The Contractor shall, in all solicitations or advertising for employees placed by or on behalf of the contractor relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability.

3. The Contractor shall inform the contracting State's equal employment opportunity coordinator of any discrimination complaints brought to an external regulatory body (RI Ethics Commission, RI State of Administration, US DHHS Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

4. The Contractor shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

5. Contractors and subcontractors with agreements in excess of \$50,000 shall also pursue in good faith affirmative action programs.

6. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ADDENDUM XV

BYRD ANTI-LOBBYING AMENDMENT

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

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

The Contractor must certify compliance with all terms of the Byrd Anti-Lobbying Amendment (31 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

ADDENDUM XVII

CORE STAFF POSITIONS

State's Project Officer:

ADDENDUM XVIII

FEDERAL SUBAWARD REPORTING FFATA FORM

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

Directions:

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

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

IMPORTANT ITEMS TO NOTE ABOUT NEW REQUIREMENT

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

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

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

Rev. 06-2014

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

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

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

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

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

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

Sub-Awardee Certification

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

Signature

Title of Signatory

Date

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

ADDENDUM XIX

BUSINESS ASSOCIATE AGREEMENT ADDENDUM

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

1. Definitions:

A. Generally:

(1) Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 160.103, 164.103, and 164.304, 134.402, 164.410, 164.501 and 164.502.

(2) The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA, the Privacy and Security Rules and the HITECH Act: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific:

(1) "Addendum" means this Business Associate Agreement Addendum.

(2) "Agreement" means the contractual Agreement by and between the State of Rhode Island, (EOHHS/BHDDH/DHS/DOH/DCYF/DEA/DVA(PICK AS APPROPRIATE)) and Business Associate, awarded pursuant to State of

Rhode Island's Purchasing Law (Chapter 37-2 of the Rhode Island General Laws) and Rhode Island Department of Administration, Division of Purchases, Purchasing Rules, Regulations, and General Conditions of Purchasing.

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

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

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

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

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

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

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

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

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

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

M. "Security Rule" means the Standards for the security of Electronic Protected Health Information found at 45 CFR Parts 160 and 162, and Part 164, Subparts A and C. The application of Security provisions Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations shall apply to Business Associate of Covered Entity in the same manner that such sections apply to the Covered Entity.

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

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

2. Obligations and Activities of Business Associate.

A. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as required by Law, provided such use or disclosure would also be permissible by law by Covered Entity.

B. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. Business Associate agrees to implement Administrative Safeguards, Physical Safeguards and Technical Safeguards ("Safeguards") that reasonably and appropriately protect the confidentiality, integrity and availability of PHI as required by the "Security Rule."

C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

D. Business Associate agrees to report to Covered Entity by telephone call plus e-mail, web form, or fax the discovery of any use or disclosure of the PHI not provided for by this Agreement, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware, within one (1) hour and in no case later than forty-eight (48) hours of the breach and/or Security Incident.

E. Business Associate agrees to ensure that any agent, including a subcontractor or Contractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information through a contractual arrangement that complies with 45 C.F.R. § 164.314.

F. Business Associate agrees to provide paper or electronic access, at the request of Covered Entity and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. If the Individual requests an electronic copy of the information, Business Associate must provide Covered Entity with the information requested in the electronic form and format requested by the Individual and/or Covered Entity if it is readily producible in such form and format; or, if not, in a readable electronic form and format as requested by Covered Entity.

G. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity. If Business Associate receives a request for amendment to PHI directly from an Individual, Business Associate shall notify Covered Entity upon receipt of such request.

H. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for the purposes of the Secretary determining compliance with the Privacy Rule and Security Rule.

I. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.

J. Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures for PHI in accordance with 45 §C.F.R. 164.528.

K. If Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information (as defined in 45 C.F.R. § 164.402) for Covered Entity, it shall, following the discovery of a breach of such information, notify Covered Entity by telephone call plus e-mail, web form, or fax upon the discovery of any breach of within one (1) hour and in no case later than forty-eight (48) hours after discovery of the breach and/or Security Incident. Such notice shall include: a) the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have

been accessed, acquired or disclosed during such breach; b) a brief description of what happened, including the date of the breach and discovery of the breach; c) a description of the type of Unsecured PHI that was involved in the breach; d) a description of the investigation into the breach, mitigation of harm to the individuals and protection against further breaches; e) the results of any and all investigation performed by Business Associate related to the breach; and f) contact information of the most knowledgeable individual for Covered Entity to contact relating to the breach and its investigation into the breach.

L. To the extent the Business Associate is carrying out an obligation of the Covered Entity's under the Privacy Rule, the Business Associate must comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligation.

M. Business Associate agrees that it will not receive remuneration directly or indirectly in exchange for PHI without authorization unless an exception under 45 C.F.R. §164.502(a)(5)(ii)(B)(2) applies.

N. Business Associate agrees that it will not receive remuneration for certain communications that fall within the exceptions to the definition of Marketing under 45 C.F.R. §164.501, unless permitted by 45 C.F.R. §164.508(a)(3)(A)-(B).

O. If applicable, Business Associate agrees that it will not use or disclose genetic information for underwriting purposes, as that term is defined in 45 C.F.R. § 164.502.

P. Business Associate hereby agrees to comply with state laws and rules and regulations applicable to PHI and personal information of individuals' information it receives from Covered Entity during the term of the Agreement.

i. Business Associate agrees to: (a) implement and maintain appropriate physical, technical and administrative security measures for the protection of personal information as required by any state law and rules and regulations; including, but not limited to: (i) encrypting all transmitted records and files containing personal information that will travel across public networks, and encryption of all data containing personal information to be transmitted wirelessly; (ii) prohibiting the transfer of personal information to any portable device unless such transfer has been approved in advance; and (iii) encrypting any personal information to be transferred to a portable device; and (b) implement and maintain a Written Information Security Program as required by any state law as applicable.

ii. The safeguards set forth in this Agreement shall apply equally to PHI, confidential and "personal information." Personal information means an individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that

relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "personal information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

3. Permitted Uses and Disclosures by Business Associate.

a. Except as otherwise limited to this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Service Arrangement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity required by 45 C.F.R. §164.514(d).

b. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

c. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

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

e. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).

4. Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. Permissible Requests by Covered Entity

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

6. Term and Termination.

a. The term of this Agreement shall begin as of the effective date of the Service Arrangement and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Section.

b. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Service Arrangement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.

ii. Immediately terminate this Agreement and the Service arrangement if Business Associate has breached a material term of this Agreement and cure is not possible.

c. Except as provided in paragraph (d) of this Section, upon any termination or expiration of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall ensure that its subcontractors or Contractors return or destroy any of Covered Entity's PHI received from Business Associate.

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

7. Miscellaneous

a. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

b. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the Privacy and Security Rules and HITECH.

c. The respective rights and obligations of Business Associate under Section 6 (c) and (d) of this Agreement shall survive the termination of this Agreement.

d. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA and HITECH.

e. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

f. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person other than Covered Entity, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

g. Modification of the terms of this Agreement shall not be effective or binding upon the Parties unless and until such modification is committed to writing and executed by the Parties hereto.

h. This Agreement shall be binding upon the Parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.

i. Should any provision of this Agreement be found unenforceable, it shall be deemed severable and the balance of the Agreement shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.

j. This Agreement and the rights and obligations of the Parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the State of Rhode Island, including all matters of construction, validity and performance.

k. All notices and communications required or permitted to be given hereunder shall be sent by certified or regular mail, addressed to the other part as its respective address as shown on the signature page, or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.

l. This Agreement, including such portions as are incorporated by reference herein, constitutes the entire agreement by, between and among the Parties, and such Parties acknowledge by their signature hereto that they do not rely upon any representations or undertakings by any person or party, past or future, not expressly set forth in writing herein.

m. Business Associate shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Business Associate and its employees, agents, representatives or subcontractors against any and all claims or claims for damages arising under this Business Associate Agreement and such insurance coverage shall apply to all services provided by Business Associate or its agents or subcontractors pursuant to this Business Associate Agreement. Business Associate shall indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs and other expenses (including but not limited to, reasonable attorneys' fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to prevent or remedy possible identity theft, financial harm, reputational harm, or any other claims of harm related to a breach) incurred as a result of, or arising directly or indirectly out of or in connection with any acts or omissions of Business Associate, its employees, agents, representatives or subcontractors, under this Business Associate Agreement, including, but not limited to, negligent or intentional acts or omissions. This provision shall survive termination of this Agreement.

8. Acknowledgment

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

SIGNATURES ON NEXT PAGE

Acknowledged and agreed to by:

STATE OF RHODE ISLAND:

INSERT AGENCY NAME:

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

AUTHORIZED AGENT
TITLE:

Printed Name

Printed Name

Date

Date

ADDENDUM XX

INFORMATION SECURITY REQUIREMENTS

1. Contractor must have a mature Information Security (“IS”) program that is consistent with an industry recognized framework, such as ISO 27001, COBIT, NIST, etc. When applicable, Contractor will comply with the PCI DSS standards. Confidential Information should be handled and processed by Contractor in accordance with the applicable information security framework(s), in addition to any other requirements specifically set forth in the Agreement. Key security controls that the State expects to exist as part of a mature IS program include, but are not limited to the following:

- a. Contractor shall maintain an IS office or function, with staff designated to maintain Contractor’s IS program and to perform IS risk management.
- b. Contractor’s IS policies and standards must be reviewed and assessed for relevance on a periodic but regular basis and updated as appropriate.
- c. All Contractor personnel or contract resources with access to sensitive data supplied by or in support of the State are expected to have removable media controls in place to guard against lost or stolen devices. Types of removable media include but are not limited to: CD/DVD, USB flash drives, smart phones, portable hard drives, and solid-state drives (i.e., electronic media with no mechanic parts).
- d. Contractor will follow industry standards, including those pertaining to encryption, when transmitting or transporting the Confidential Information.
- e. Contractor will use hard drive encryption on all laptops on which the Confidential Information is stored and/or accessed by Contractor personnel. Contractor shall utilize commercially reasonable encryption methods in accordance with industry best practices.
- f. Contractor is expected to have secure application development practices deployed to ensure that all software written by or on behalf of Contractor and utilized by the State will have been assessed for vulnerabilities using a combination of manual and automated methods prior to delivery to the State. Vulnerabilities will be corrected before being released into production. At a minimum, all critical and high-level risks as defined by OWASP Top 10 and SANS Top 20 are expected to have been addressed prior to being used in production for use by or on behalf of the State. In circumstances where vulnerabilities cannot be remedied prior to being transitioned into production, Contractor will collaborate with the State to determine a mutually agreeable remediation schedule.
- g. Contractor is expected to have a mature change management program. Contractor will perform risk assessments after any major infrastructure or application change that may affect systems or services supporting the State. Risk assessments are not limited to vulnerability and/or application penetration testing. For example, risk assessments may also include a threat assessment after major network architecture changes. An infrastructure change must be carefully reviewed and understood to determine whether any unanticipated risks have emerged. Risks categorized as critical, high or medium should not be permitted into production. In circumstances where risks cannot be addressed prior to an infrastructure change being transitioned into production, Contractor will collaborate with the State to determine a mutually agreeable remediation schedule.

h. For applications hosted on behalf of the State, Contractor is expected to implement either “two factor authentication” or have the capability to configure the password complexity and configuration of authentication to meet the State’ policy requirements.

i. Contractor is expected to perform periodic (at least annually) user access and entitlement reviews of all application and privileged accounts on systems and infrastructure that support the State organization.

2. Contractor shall complete and return to the State within thirty (30) calendar days of receipt, a Third-Party Assurance (TPA) Questionnaire. The TPA Questionnaire will be furnished by the State and/or a State representative during the term of this Agreement. Control deficiencies identified as a result of this effort will be corrected or otherwise mitigated. Contractor and the State representatives will collaborate in good faith to address identified control deficiencies within a reasonable schedule.

3. Contractor will permit the State staff and/or its authorized representatives to conduct annual site visits of Contractor’s facilities. The State will provide Contractor reasonable notice of at least ten (10) business days prior to the visit. The site visits will validate that Contractor’s security program meets environmental and IS program control expectations. The expectations of the on-site visit include a tour of Contractor’s facilities, including data center, meetings with security, risk and technical professionals, review of documentation, policies, procedures, and other evidence of a mature IS control environment. Control deficiencies identified as a result of this effort will be corrected or otherwise mitigated. Contractor and the State representatives will collaborate in good faith to address identified control deficiencies within a reasonable schedule.

4. Contractor shall maintain access and usage logs consistent with industry standards, which shall be made available for inspection if required for regulatory purposes or as a result of a security Incident that impacts the State.

5. Contractor is expected to have a third-party assurance program to validate the IS control environment of its third-party Contractors/service providers (both domestic and foreign-based) and ensure they have a comparable IS program to protect the Confidential Information in accordance with the expectations outlined in this Agreement.

6. The State must agree in writing via a Change Control Document or similar instrument to any change of country location from where Services are being provided in order to validate that the State’s IS control expectations are being met. Contractor must allow the State a one hundred eighty (180) day time frame to assess the risk and perform an on-site visit (if necessary) to validate the maturity of the control environment of the new location as well as any country specific risks introduced by the location change.

7. All internet-facing systems servicing the State or its customers or employees (or their respective customers or employees) must be protected in a layered (defense in depth) network security architecture, including but not limited to the use of current virus definitions, firewalls, DMZs, IDS/IPS sensors, and malware detection and follow a repeatable patching

process. Network diagrams of internet-facing systems or high-level diagrams supporting the State are expected to be made available upon request.

8. Contractor must ensure that all the Confidential Information which is no longer required by Contractor to perform its obligations or exercise its rights under this Agreement is securely erased or destroyed in such a manner that such Confidential Information is rendered unrecoverable. As part of such requirement, any data processing equipment which is surplus to Contractor's requirements and which has held the Confidential Information (e.g. USB flash drives, external hard drives, computer and laptop hard drives, photocopy machines, or solid-state drives (i.e., electronic media with no mechanic parts)) must only be re-used or disposed of following the secure erasure or destruction of all such Confidential Information, and where this occurs, it must be evidenced in writing.

9. On a monthly basis, Contractor or its authorized representatives must perform vulnerability scans of any externally-facing system (application and/or infrastructure) that supports the State, its Affiliates, customers or employees (a "**System**"). Alternatively, if the Contractor is unable to perform the required monthly vulnerability scans it must permit the State and/or its authorized representatives to perform such scans. If the scans are performed by Contractor or its authorized representatives, the State will be provided with an executive summary of all findings. In either scenario, both Parties will collaborate and mutually agree on the remediation schedule to address vulnerabilities in a reasonable period of time.

10. On an annual basis, and immediately following any major System changes, Contractor must perform an application penetration test on all affected Systems in accordance with industry best practices. Contractor is expected to provide the State with the full, original, and unaltered initial test results as well as the validation test reports for each affected System. These should be the most recent reports available and include details regarding scope, methodology, and confirmation that the Systems were included in the testing. Vulnerabilities identified as part of a penetration test, must be remediated per the following schedule:

Critical Vulnerabilities: 5 business days

High Risk Vulnerabilities: 10 business days

Medium Risk Vulnerabilities: 30 calendar days

Low Risk Vulnerabilities: 60 calendar days

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

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

State's Financial Officer:

Contractor's Project Officer:

Contractor's Financial Officer:

Contractor Parties

Sub-Awardee Certification

Appendix I:
Performance Management



Appendix I
Performance Management

Request for Proposal
RI Bridges M&O Services

Issued on: [Issue Date]
By: State of Rhode Island (“State”)

Responded on: [Response Date]
By: [Vendor] (“Vendor”)

Document Revision: V.01

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1. Definitions

Severity	Definition
1 (Fatal)	<p>The production system is down, or mission critical functionality is inoperable. Users are unable to reasonably perform their normal functions. The situation is considered an emergency.</p> <p><i>Examples: portal outage, network outage, critical system component outage (eligibility, worker inbox)</i></p>
2 (Serious)	<p>The system is usable but severely limited. Significant impact to application functionality, data, or performance which is resulting in a high number of users being unable to perform their normal functions or is resulting in a high number of customer benefits being blocked/incorrect. There is either no workaround or it is cumbersome to business operations.</p> <p><i>Examples: scanning outage, connectivity to critical interface (e.g. FIS, MMIS) is down, notice generation not working, eligibility determination blocker or data issue resulting in large impact, external verification source unavailable</i></p>
3 (Moderate)	<p>Moderate impact to application functionality, data, or performance resulting in multiple users being impacted in their normal function or resulting in a high number of customer benefits being blocked/incorrect. For application functionality issues, a readily apparent and State approved workaround exists. For performance issues, the degradation is minor and is not rendering the normal functions of the system unusable or causing a significant disruption to users.</p> <p><i>Examples: incorrect benefit calculation for limited/very specific scenario (a small subset of a program), incorrect screen validation requiring workaround, incorrect notice fragment for limited/specific scenario</i></p>
4 (Minor)	<p>Minor loss of application functionality resulting in limited or no impact to users being able to perform their normal function. A workaround is not required as a result of the limited impact.</p> <p><i>Examples: typo with no material impact, display alignment issue</i></p>

As noted in the SLA specification table below, incident severity levels will be determined in good faith, but the final decision is with the State.

2. Business Hours

- 8:00 AM ET to 7:00 PM ET seven days per week, excluding planned downtime.

3. Measurement Period and Earn Back

- Measurement Period is monthly, except as otherwise stated.

SLA penalties will be earned back if the SLA is met for the three (3) consecutive months following the month in which the SLA was not met except as listed in the “notes” column of the SLA table below.

4. Table of SLAs, Key Measure, and KPIS

- The tables in this section list and define SLAs, Key Measures, and KPIS. Vendors may suggest additions or edits to these items in order to further strengthen the governance of the program. For the purposes of this RFP, SLAs, Key Measures, and KPIS are defined and categorized as follows:
- SLA: Describes the expected Information Technology (IT) service specification, service level targets, and penalties if any targets are missed
- Key Measures: Describes the expected IT service specification and service level targets. However, there are no penalties if any targets are missed
- Key Performance Indicators (KPI): Describes a business operations metric specification and service level that measures the efficiency and effectiveness of the vendor’s performance over time to achieve the State’s business outcomes.

SLA	KEY MEASURE	KPI
1. Production System Availability	1. Adherence to Release Schedule and Scope	1. DHS SNAP and Cash Benefits Timeliness
2. Incident Resolution Time	2. Accuracy of Rough Order of Magnitude (ROM) Estimates	2. Medical Benefits Timeliness
3. Business Continuity & Disaster Recovery (BC&DR)	3. Staffing Attrition Rate	3. SNAP and Cash Benefit Accuracy
4. "Time to Market" for problem tickets	4. Production Infrastructure Utilization Rates	4. Medical Benefits Accuracy-1
5. Application Performance	5. Level of Test Automation	5. Medical Benefits Accuracy-2
6. Recon Discrepancies - HSRI and MMIS	6. Incident Inflow Volume	6. QHP Eligibility and Enrollment Accuracy
7. Defects Detected in User Acceptance Testing	7. Problem Ticket Backlog	7. Worker Portal Application Processing
8. Security SLA – Defect Injection, Controls, Patching, and Exploits	8. Root Cause Analysis Delivered On-Time	8. Self-Service Portal Application Processing
9. Batch Jobs Success Rate	9. Incident Response Time (Severities 1 and 2)	9. Client Notice Accuracy and Timeliness
10. Interface Success Rate		

SERVICE LEVEL AGREEMENTS (SLA)

SLA	Title	Specification	Service Level	Penalty	Notes
1.	Production System Availability	<ul style="list-style-type: none"> The system must be available and operational 24 hours/day, 7 days a week, excluding planned downtime 	<ul style="list-style-type: none"> 99.9% during Business Hours and 98.0% during non-Business Hours over the course of a calendar month. 	<ul style="list-style-type: none"> \$20,000 per hour for any period beyond the service level and less than 8 hours \$50,000 per hour for any period beyond 8 hours 	<ul style="list-style-type: none"> The definition for purposes of this SLA does not change that maintenance activities <u>not requiring system downtime</u> begin at 7:00 PM ET This SLA also applies to the failover and disaster recovery environments when they are used for production Planned downtime will be agreed upon prior to each month in which the SLA is calculated. “System Availability” is defined as having, at a minimum, all 4 portals up and accessible. In other words, there should be no unresolved Severity 1 incidents. Earn back for this SLA (#1) does not follow the standard 3-month rule but is instead at the discretion of the State.
2.	Incident Resolution Time	<ul style="list-style-type: none"> Severity 1 Incidents: Resolve the incident within 4 hours 	<ul style="list-style-type: none"> Severity 1: 100% 	<ul style="list-style-type: none"> Severity 1 Incidents: \$15,000 for each incident beyond the service level and \$25,000 if not resolved within 8 hours 	<ul style="list-style-type: none"> Incident severity levels will be determined in good faith but the final decision is with the State. Earn back for this SLA (#2), if missed due to a Severity 1

		<ul style="list-style-type: none"> • Severity 2 Incidents: Resolve the incident or deploy an acceptable workaround within 8 hours 	<ul style="list-style-type: none"> • Severity 2: 98% 	<ul style="list-style-type: none"> • Severity 2 Incidents: \$5,000 for each incident beyond the service level 	<p>incident, does not follow the standard 3-month rule but is instead at the discretion of the State.</p>
		<ul style="list-style-type: none"> • Severity 3 Incidents: Resolve the incident or deploy an acceptable workaround within 5 business days 	<ul style="list-style-type: none"> • Severity 3: 95% 	<ul style="list-style-type: none"> • Severity 3 Incidents: \$2,000 for each incident beyond the service level. 	
		<ul style="list-style-type: none"> • Severity 4 Incidents: Resolve the incident or deploy an acceptable workaround within 20 business days 	<ul style="list-style-type: none"> • Severity 4: 90% 	<ul style="list-style-type: none"> • Severity 4 Incidents: \$500 for each incident beyond the service level. 	

<p>3. Business Continuity and Disaster Recovery (BC & DR)</p>	<ul style="list-style-type: none"> • Backup: Recovery: Backup Recovery, using the most recent backup copies (or a mutually agreed version) must be able to start within one (1) hour and complete within (8) hours of the determination a recovery is necessary, excluding periods of planned downtime • Disaster Recovery & Fail Over: Recovery Point Objective (RPO) is 15 Minutes and Recovery Time Objective (RTO) is 24 hours. Failover and fallback processes must be executed if the primary production configuration is unavailable • Failback: Failback should occur from the Disaster Recovery site to the Production site within 24 hours and at a mutually agreed upon date and time 	<ul style="list-style-type: none"> • Backup Recovery: 100% • Disaster Recovery Fail Over: 100% • Failback: 100% 	<ul style="list-style-type: none"> • Backup & Recovery: \$25,000 for each occurrence • Disaster Recovery & Fail Over: \$100,000 per day beyond the specification • Failback: \$50,000 for each attempt after 2 unsuccessful attempts 	<ul style="list-style-type: none"> • Backup Recovery: <ol style="list-style-type: none"> 1. Scope: All production and non-production databases, file systems, and any other critical system data required for a fully functional system restoration. Backup and Recovery Backups must be executed daily (incremental) and weekly (full) at a minimum 2. Measure: Recovery start time will be measured by the time the request is made and when the initial steps of recovery begin • The Measurement Period is monthly for both Backup Recovery as well as Disaster Recovery & Fail Over and reporting is quarterly for both. Note that reporting should specifically include would-be RPO times even if cutover to DR does not occur. • Disaster Recovery refers to major disruptions to the production environment. Plans, procedures, and infrastructure need to be established to recover from a major disaster and resume daily operations
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<p>4. "Time to Market" for problem tickets</p>	<ul style="list-style-type: none"> • Severity 1 & 2 Problem: For each Problem the vendor must: <ol style="list-style-type: none"> 1. Provide a Root Cause Analysis (RCA) within one (1) week, and 2. Deploy a fix within one (2) weeks of the RCA 	<ul style="list-style-type: none"> • Severity 1 & 2 Problems: 98% 	<ul style="list-style-type: none"> • Severity 1 & 2 Problems: \$10,000 for each problem beyond the service level 	<ul style="list-style-type: none"> • The Root Cause Analysis (RCA) provided must include a full and detailed explanation of the source and impact of the problem from both technical, business, and process perspective. For example, indication that a system issue was caused by a broken business rule is insufficient. Instead, the RCA must indicate when, how and why the business rule became broken. Additionally, where appropriate, the RCA must include forward looking corrective actions and process improvements.
	<ul style="list-style-type: none"> • Severity 3 & 4 Problems: For each Problem the vendor must: <ol style="list-style-type: none"> 1. Provide a Root Cause Analysis (RCA) within two (2) weeks, and 2. Deploy a fix within 	<ul style="list-style-type: none"> • Severity 3 & 4 Problems: 95% 	<ul style="list-style-type: none"> • Severity 3 & 4 Problems: \$5,000 for each problem beyond the service level 	

		<p>3 months</p>			
<p>5.</p>	<p>Application Performance</p>	<ul style="list-style-type: none"> • Online Application and Batch Performance: Online application response time should not degrade overall or for a specific business function. Batch run times should not degrade. 	<ul style="list-style-type: none"> • Online Application and Batch Performance: 100% 	<ul style="list-style-type: none"> • Online Application and Batch Performance: \$10,000 	<ul style="list-style-type: none"> • Identification of business functions (for online transactions) and baseline performance levels (for both online and batch) will be measured during vendor transition phase • Current business functions for the purposes of online transaction performance measurement are as follows: <ul style="list-style-type: none"> ○ Application Registration ○ Data Collection ○ Eligibility ○ Homepage/Login/Logout ○ Household Details ○ MCI Search ○ Provider ○ Worker Inbox ○ Visit Record (Lobby) search • Measurement of online application transaction performance will occur during business hours and is reported on monthly

					<ul style="list-style-type: none"> • Measurement of batch run times will take volume into consideration • Vendor responsibility for response time begins at the network demarcation back to and including the interface servers within HIX/IES System. Application and network response time for those components not under the direct control of Vendor and/or its Subcontractors are outside of Vendor responsibilities.
<p>6. Recon Discrepancies - HSRI and MMIS</p>		<ul style="list-style-type: none"> • The total number of discrepant records for HSRI shall not exceed the threshold below (measured at the end of each month): <ol style="list-style-type: none"> 1. By January 31st each year: 2,500 2. By April 30th each year: 1,250 3. By July 30th each year: 750 • The total number of discrepant records with MMIS shall not exceed the baseline amount (average recorded during the transition period). • Fewer than 20% of 	<ul style="list-style-type: none"> • 100% 	<ul style="list-style-type: none"> • \$10,000 	<ul style="list-style-type: none"> • Discrepant records are defined as those where the information in RIBridges does not match that which is available in downstream systems. In the case of HSRI, this included the financial management system as well as all carrier systems. In the case of MMIS, this is just for the MMIS system • Discrepant records that are not due to HSRI Bridges System Deficiencies (e.g., carrier system issues, data issues caused by a worker) are not counted in this SLA measurement

		discrepant records shall be older than 30 days and fewer than 5% of discrepant records shall be older than 60 days.			
7.	Defects Detected in User Acceptance Testing	<ul style="list-style-type: none"> The UAT defect detection rate should not exceed the service level. The defect detection rate (X) is calculated as the number of valid defects identified during UAT & regression (A) divided by the number of UAT test cases (B) + UAT regression test cases (C) executed for that release. $X = A / (B + C)$ 	<ul style="list-style-type: none"> Severity 1: less than 1% defect detection rate Severity 2 & 3: less than 2% defect detection rate 	<ul style="list-style-type: none"> Severity 1: \$5,000 for each valid defect beyond the service level Severity 2 & 3: \$1,000 for each valid defect beyond the service level 	<ul style="list-style-type: none"> Earn back for this SLA (#7) will be considered after 3 subsequent consecutive application releases (not months) of a similar nature (e.g. patch release are to be compared with patch releases) in which the SLA has been met for all severities (1, 2, & 3). Valid defects are defined as those having been identified in JIRA as having a cause of coding issue, environment issue or code merge issue
8.	Security SLA – Defect Injection, Controls, Patching, and Exploits	<ul style="list-style-type: none"> Security Defect Injection: All security defects must be identified in pre-release scanning and corrected prior to deployment. For the purpose of this SLA, security defect injection refers to security defects discovered by scanning/validation in production and prior to a breach or exploit. 	<ul style="list-style-type: none"> Security Defect Injection: 100% (0 introduced high/moderate defects) 	<ul style="list-style-type: none"> Security Defect Injection: High - \$10,000 Moderate - \$2,000 	<ul style="list-style-type: none"> The definition of high and moderate security defects will be based on defense in depth and mitigating controls and will be mutually agreed upon during the transition period Security control deficiencies will be calculated on a rolling 12-month basis (for each level) as the number of unmitigated & uncorrected deficiencies identified in the POAM divided by the total number of deficiencies identified

	<ul style="list-style-type: none"> • MARS-E2 Security Control Deficiencies: MARS-E2 security control deficiencies must be mitigated or corrected within the CMS defined timelines: High - 90 days Moderate - 180 days Low - 365 days 	<ul style="list-style-type: none"> • MARS-E2 Security Control Deficiencies: High - 95% Moderate – 90% Low – 80% 	<ul style="list-style-type: none"> • MARS-E2 Security Control Deficiencies: For each deficiency beyond the service level High - \$5,000 Moderate - \$2,000 Low - \$500 	<ul style="list-style-type: none"> • High risk patching service levels will be calculated on a rolling 12-month as (for each level) the total number of CVEs patched after the target timeframe divided by the total number CVEs patched. • In addition to these SLAs, all costs and penalties (e.g. CMS), malware (including ransomware), and services for breached clients will be paid by the vendor. • In addition to this SLA, security exploits and breaches are covered by the terms and conditions of the Agreement.
<ul style="list-style-type: none"> • High Risk Patching: Common Vulnerabilities & Exposures (CVEs) that impact RIBridges will be patched within the following timeframes: High CVEs - 7 days Moderate CVEs - 15 days Low CVEs - 30 days 	<ul style="list-style-type: none"> • High Risk Patching: High – 100% Moderate – 90% Low – 80% 	<ul style="list-style-type: none"> • High Risk Patching: For each CVE that misses the service level High - \$5,000 Moderate - \$2,000 		
<ul style="list-style-type: none"> • Security Exploits/Breach: For any security breach the vendor must: 1. Follow the State Incident Response Plan 	<ul style="list-style-type: none"> • Security Exploits: No breaches 	<ul style="list-style-type: none"> • Security Exploits: Cause: 1. \$20,000 Approved patching schedule not followed 		

		<p>through system restoration</p> <p>2. Provide Root Cause Analysis</p>		<p>2. \$10,000 Undetected non legacy insecure code</p> <p>3. \$5,000 Known security defect with past due correction date</p>	
9.	Batch Jobs Success Rate	<ul style="list-style-type: none"> All production batch jobs must be executed on schedule and complete with the transaction success rate defined in the service level. 	<ul style="list-style-type: none"> Critical Batch Jobs: 99% success rate Important Batch Jobs: 95% success rate Normal Batch Jobs: 90% success rate 	<ul style="list-style-type: none"> Critical Batch Jobs: \$2,500 per job that misses the service level Important Batch Jobs: \$1,000 per job that misses the service level Normal Batch Jobs: \$500 per job that misses the service level 	<ul style="list-style-type: none"> The complete list of production batch jobs included daily, monthly, and other frequency batch jobs and can be found in Appendix M Designation of batch jobs as critical, important, and normal will be completed during the transition period based on mutually agreed upon business criticality
10	Interface Success Rate	<ul style="list-style-type: none"> All production interfaces must be executed as needed (e.g. real time web service, batch/file based, on-demand) and with the attempt success rate defined in the service level. 	<ul style="list-style-type: none"> Critical Interface: 99% success rate Important Interface: 95% success rate Normal Interface: 90% success rate 	<ul style="list-style-type: none"> Critical Interface: \$5,000 per interface that misses the service level over the course of the measurement period (month) Important 	<ul style="list-style-type: none"> The complete list of interfaces is inclusive of both internal (between subsystems, e.g. image retrieval or scanning) and external (with other systems, e.g. DSH, mail, EBT, MMIS) interfaces and can be found in Appendix B Designation of interfaces as critical, important, and normal will be completed

				<p>Interface: \$2,500 per interface that misses the service level over the course of the measurement period (month)</p> <ul style="list-style-type: none"> • Normal Interface: \$1,000 per interface that misses the service level over the course of the measurement period (month) 	<p>during the transition period based on mutually agreed upon business criticality. In addition, definitions and measurement method will be defined during the transition period.</p>
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KEY MEASURES

Key	Title	Specification	Service Level	Penalty	Notes
1.	Incident Response Time	<ul style="list-style-type: none"> • Severity 1 Incidents: Provide an initial response and perform incident triage within 15 minutes; communication triage findings to the State within 30 minutes • Severity 2 Incidents: Provide an initial response and perform incident triage within 1 hour; communicate triage findings to the State within 2 hours • Severity 3 & 4 Incidents: Provide initial response and perform incident triage within 2 days; document triage results in JIRA 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • For each month, the vendor should report on the % of incidents within each severity level that met and did not meet the target response time
2.	Adherence to Release Schedule and Scope	<ul style="list-style-type: none"> • The vendor must adhere to release scope and schedule as determined by governance processes. <ol style="list-style-type: none"> 1. All planned releases should receive a “go” decision 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • Scope items will be considered delivered (BRRs/PTs) assuming they are "UAT Passed" at the time of the production deployment. IN other words, they are not deferred, and they are not being delivered into production in a UAT failed status

		<p>2. The percentage of problem tickets that are deferred (removed or cancelled after development starts) or delivered to production in a UAT failed status (partial fix or not working) should be less than 2%</p> <p>3. The number of BRRs tickets that are deferred (removed after development starts) or delivered to production in a UAT failed status (partial fix or not working) should be 0%</p>			
<p>3.</p>	<p>Accuracy of Rough Order of Magnitude (ROM) Estimates</p>	<ul style="list-style-type: none"> The accuracy of ROM estimates will be determined by comparing ROMs to the actual hours reported and calculating the variance which should not exceed 10% 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> All ROM estimates will be created using a standard ROM estimation tool Actual hours will be reported by the Vendor at least monthly The accuracy of ROMs for completed work for the month will be reported by comparing the actual hours to the estimated hours

4.	Staffing Attrition Rate	<ul style="list-style-type: none"> The staff attrition rate shall be less than 3% The staffing attrition rate (X) will be calculated as (A) the number “Attrition Staff” divided by (B) the average number of vendor personnel over the course of the measurement period. 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> The “Staffing Attrition Rate” will be reported on monthly but will be measured on a rolling 12-month basis. Measurement of this rate will begin only after the transition period “Attrition Staff” includes staff in each of the following situations: (a) such individual’s employment or engagement with vendor was terminated; or (b) such individual was allocated or assigned, in whole or in part, to perform services for another client/account, unless such allocation or assignment is approved in advance by the State
5.	Production Infrastructure Utilization Rates	<ul style="list-style-type: none"> Mean Peak System CPU utilization of less than 80% over 24-hour period Mean Disk utilization of less than 80% over 24-hour period Mean hung threads and zombie process less than 5 over 24-hour period Mean Network: Utilization of less than 70% over 24-hour period 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> N/A 	

6.	Level of Test Automation	<ul style="list-style-type: none"> The level of test case automation, measured in terms of test coverage and test case count, shall increase by 10% each quarter until 90% coverage is reached 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> Test case “coverage” measurement metrics will be agreed upon during the transition period but will be based on the application functions and programs as defined in Appendix F
7.	Incident Inflow Volume	<ul style="list-style-type: none"> The weekly incident inflow volume should not exceed the target range during any measurement period 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> Incident inflow should be measured and reported on a weekly basis, but this key measure will be evaluated on a monthly basis. The target range will be defined as the average incident inflow during the transition period plus or minus 10% (e.g. if the average inflow is 100 per week, the defined range is 90 to 110). The parties will mutually agree to update the target range if the target has been met consistently for a period of 6 months
8.	Problem Ticket Backlog	<ul style="list-style-type: none"> The average number of open problem tickets should not increase over the baseline during any consecutive 3-month period 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> For the purposes of this key measure, problem tickets are inclusive of code defects and data defects The problem ticket baseline will be defined as the average number of open problem tickets recorded during the 3 months prior to the transition period

<p>9.</p>	<p>Root Cause Analysis Delivered On-Time</p>	<ul style="list-style-type: none"> • Root Cause Analysis (RCA) for all Severity 1 & 2 problem tickets shall be completed within one (1) week • Root Cause Analysis (RCA) for all Severity 3 & 4 problem tickets shall be completed within two (2) weeks 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • The timeliness of RCAs delivered on time will be reported on a monthly basis • Reporting should include the number of problem tickets that were created in the month and the number of tickets that exceeded the RCA target • The report should also include the number of days the target was exceeded by • For any tickets where the RCA is pending, the report should include the aging of each ticket. • The Root Cause Analysis (RCA) provided must include a full and detailed explanation of the source and impact of the problem from both technical, business, and process perspective. For example, indication that a system issue was caused by a broken business rule is insufficient. Instead, the RCA must indicate when, how and why the business rule became broken. Additionally, where appropriate, the RCA must include forward looking corrective actions and process improvements.
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KEY PERFORMANCE INDICATOR (KPI)

KPI	Title	Specification	Service Level	Penalty	Notes
1.	DHS SNAP and Cash Benefits Timeliness	<ul style="list-style-type: none"> The scheduled issuance cycles (e.g., daily, monthly, biweekly) must be complete within 24 hours of the scheduled run time. In addition, the transaction processing error rate must be less than 5% in order for the run cycle to be considered completed successfully. 	<ul style="list-style-type: none"> KPI Target <= 2: The number of run cycles that exceed the 24 hour target or the 5% transaction error rate must be less than or equal to 2 for the KPI to be considered met for the month. 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> The DHS SNAP and Cash Benefits Timeliness KPI will be reported on a monthly basis and will include: <ol style="list-style-type: none"> The SNAP Daily Batch, the SNAP Monthly Batch, The RIW Daily Batch and the RIW Bi-weekly Batch If the KPI target is not met in any given month, the Vendor shall provide a Root Cause Analysis and a corrective action plan.
2.	Medical Benefits Timeliness	<ul style="list-style-type: none"> The scheduled MMIS interface daily cycles must be complete within 24 hours of the regularly scheduled run time. In addition, the transaction processing error rate must be less than 5% in order for the run cycle to be considered completed successfully 	<ul style="list-style-type: none"> KPI Target <= 2: The number of run cycles that exceed the 24-hour target or the 5% transaction error rate must be less than or equal to 2 for the KPI to be considered met for the month 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> The Medical Benefits Timeliness KPI will be reported on a monthly basis and will include: <ol style="list-style-type: none"> The run cycles that completed within 24 hours The run cycles that completed with a 95% transaction success rate The run cycles that exceeded 24 hours or had more

					<p>than 5% transaction errors.</p> <ul style="list-style-type: none"> • If the KPI target is not met in any given month, the Vendor shall provide a Root Cause Analysis and a corrective action plan
3. SNAP and Cash Benefit Accuracy	<ul style="list-style-type: none"> • In conducting the State’s regular monthly QC activities, the State will use the system QC functionality to pull a sample of SNAP and RIW cases for the purposes of reviewing the benefit accuracy. 	<ul style="list-style-type: none"> • KPI Target 5%: The formula for this KPI will be the number of cases which fail (the QC process due to system issues / number of cases QCed). This KPI will be met when fewer than 5% of the QCed cases fail due to system issues. 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • The SNAP and RIW Benefit Accuracy KPI will be reported on a monthly basis. • If the KPI target is not met in any given month, the Vendor shall provide a Root Cause Analysis and a corrective action plan 	
4. Medical Benefit Determination Accuracy	<ul style="list-style-type: none"> • In conducting the State’s regular PERM audit activities and MEQC process, the State will use the system PERM audit and MEQC functionality to review a sample of Medicaid cases for the purposes of reviewing the benefit accuracy. 	<ul style="list-style-type: none"> • KPI Target 5%: The formula for this KPI will be the number of cases which fail (the PERM audit process or MEQC process due to system issues / number 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • The Medicaid Benefit Accuracy KPI will be reported on a monthly basis. • If the KPI target is not met in any given month, the Vendor shall provide a Root Cause Analysis and a corrective action plan 	

			<p>of cases PERM audited or MEQC'd). This KPI will be met when fewer than 5% of the PERM audited and MEQC'd cases fail due to system issues.</p>		
<p>5. Medical Benefits Transaction Accuracy</p>		<p>The Vendor will measure the accuracy for medical benefits for all current and future MMIS transactions. The current MMIS transactions are as follows: Demographics (1A), new eligibility (1B), retroactive eligibility (2B), nursing home (1E, 3E, 4E), patient share (1F, 3F, 4F), waiver (1G, 3G, 4G), Medicare (C), merge (I) Premiums (N), RiteShare (T), and Plan Selection (M).</p>	<ul style="list-style-type: none"> • Critical MMIS Transaction: 99% success rate • Important MMIS Transaction: 95% success rate • Normal MMIS Transaction: 90% success rate 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • The Medical Benefits Accuracy KPI will be reported on a monthly basis • Designation of transactions as critical, important, and normal will be completed during the transition period based on mutually agreed upon business criticality. In addition, definitions and measurement method will be defined during the transition period. • In the event that a new transaction type is added to the RIBridges-MMIS interface, it will be subject to this KPI and its categorization as critical, important, or normal will be mutually agreed upon at that time. • If the KPI target is not met in any given month, the Vendor shall provide a Root Cause

					Analysis and a corrective action plan.
6.	QHP Eligibility and Enrollment Accuracy	<ul style="list-style-type: none"> The Vendor will at a minimum every other month use a sample size between 300-1,000 QHP cases for purposes of reviewing eligibility and enrollment accuracy. The review will be limited to the accuracy of the eligibility begin and end dates, plan status, CSR calculation, APTC calculation, Eligibility Determination and Premium calculation using data within the worker portal for the then-current enrollment year. 	<ul style="list-style-type: none"> KPI Target 97%: The formula for this KPI will be the number of cases with accurate eligibility and enrollment / number of cases sampled. This KPI will be met when 97% of the reviewed cases are accurate for the monthly sample 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> The Medical Benefits Accuracy KPI will be reported on a monthly basis If the KPI target is not met in any given month, the Vendor shall provide a Root Cause Analysis and a corrective action plan.
7.	Worker Portal Eligibility Processing	<ul style="list-style-type: none"> The Vendor will measure eligibility processing as the count of online eligibility determinations during the month (due to intake, renewals, change, or other activity). The total Incidents for Blocking Defects is equal to the number of 	<ul style="list-style-type: none"> KPI Target 98%: The KPI will be measured using the following formula: Total number of online eligibility determinations / 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> The Worker Portal Eligibility Processing KPI will be reported on a monthly basis If the KPI target is not met in any given month, the Vendor shall provide a Root Cause Analysis and a

		<p>applications blocked by a software or data issue within the applications selected during the month.</p>	<p>(Total number of online eligibility determinations + Total Incidents for blocking defects). This KPI will be met when 98% of online eligibility determinations are made without a blocking incident.</p>		<p>corrective action plan</p> <ul style="list-style-type: none"> Note that eligibility transaction performance is measured in KPI #5 and is expected to not degrade.
<p>8. Customer Portal Application Processing</p>		<ul style="list-style-type: none"> The Vendor will monitor applications processed through the Customer Portal on a monthly basis. Total Customer Portal Applications equals the count of applications initiated and submitted through the Customer Portal. Total blocked customer portal applications is equal to the number of customer portal applications blocked by a software issue (includes incidents plus backend system errors) during the defined time period. Abandonment rate is measured as the percentage of applications that are 	<ul style="list-style-type: none"> KPI Target (A) 98% processing: The KPI will be measured using the following formula: $KPI = \frac{\text{Total Customer Portal Applications Completed}}{\text{Total Customer Portal Intake Applications Completed} + \text{Customer Portal Applications Blocked}}$ KPI Target (B) Abandonment Rate Degradation: The KPI will be 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> The Customer Portal Application Processing KPI will be reported on a monthly basis If the KPI target is not met in any given month, the Vendor shall provide a Root Cause Analysis and a corrective action plan

		<p>initiated on the customer portal but are not submitted.</p>	<p>measured on all customer portal applications and will be measured on a monthly basis. The KPI will be met if the abandonment rate does not degrade.</p>		
<p>9.</p>	<p>Client Notice Timeliness</p>	<ul style="list-style-type: none"> The Vendor will perform QC on notices to validate timeliness. If the notice is late, it shall be counted as a “miss”. A notice that is “on hold” or late due to the State’s pending QC review will not be counted as late. 	<ul style="list-style-type: none"> KPI Target 98%: The KPI will be measured as an average for each notice defined as follows: Timeliness Success Metric: Number of notices that are determined to be late / Total number of notices expected to be generated in the time period 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> The Client Notice Timeliness KPI will be reported on a monthly basis The sample size must be at least 100 notices across specific types of notices including but not limited to: <ol style="list-style-type: none"> Benefits Decision Notice (Adverse Action) Benefits Decision Notice Medicaid Termination 6-Month Interim NOMI Appointment Notice Age-Out Notice SSI ex Parte Notice QHP Disenrollment Notice If the KPI target is not met in any given month, the Vendor

					shall provide a Root Cause Analysis and a corrective action plan
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5. Notes

- The vendor may require coordination and collaboration with other Third Parties for the achievement of the Service Levels and Key Performance Indicators.
- The vendor shall provide a Single Point of Contact (SPOC) for the prompt resolution of all incidents pertaining to the achievement of the Service Levels and Key Performance Indicators.

Appendix J:
RI Bridges System Metrics

IV&V Historical Assessment

For the first time since go-live, IV&V reported the overall RI Bridges project health as “green” in their August 2019 assessment. All remaining “yellow” health indicators transitioned to “green” in September 2019. The latest assessment reported in May 2020 continues to reflect “green” across all health indicators.

Original Project Health Indicators	March 2017	March 2018	March 2019		Revised Project Health Indicators ²	May 2020
Overall Project Health	Red	Yellow	Yellow	Revised Indicators in April 2019	Overall Project Health	Green
Quality	Red	Red	Yellow		Business Outcomes	Green
System & Acceptance Testing	Red	Red	Green		System Health	Green
Schedule	Red	Yellow	Green		Scope & Schedule Management	Green
Scope/Change Management	Red	Yellow	Yellow			
Risk/Issue Management	Red	Yellow	Green		Program Management	Green
Communication	Red	Green	Green			
Project Management	Red	Green	Green			
Security	Red	Yellow	Green		Security	Green
Technical/Architectural	<i>Not Assessed</i>	Yellow ¹	Yellow		Technical/Architectural	Green

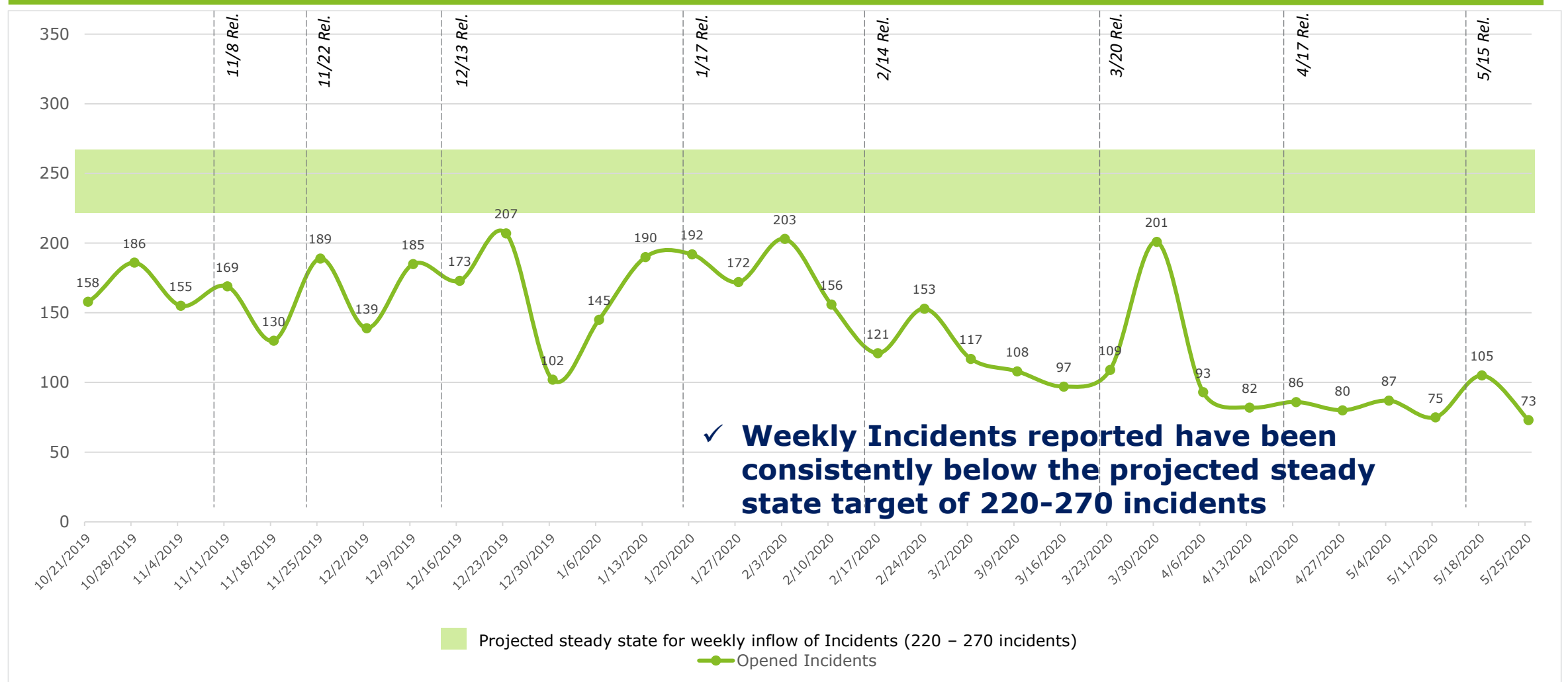
¹Technical/Architectural became an indicator in April 2018.

²Project Health Indicators were revised in April 2019.

Progress to Steady State

As of May 25, 2020 (7:00 AM EST)

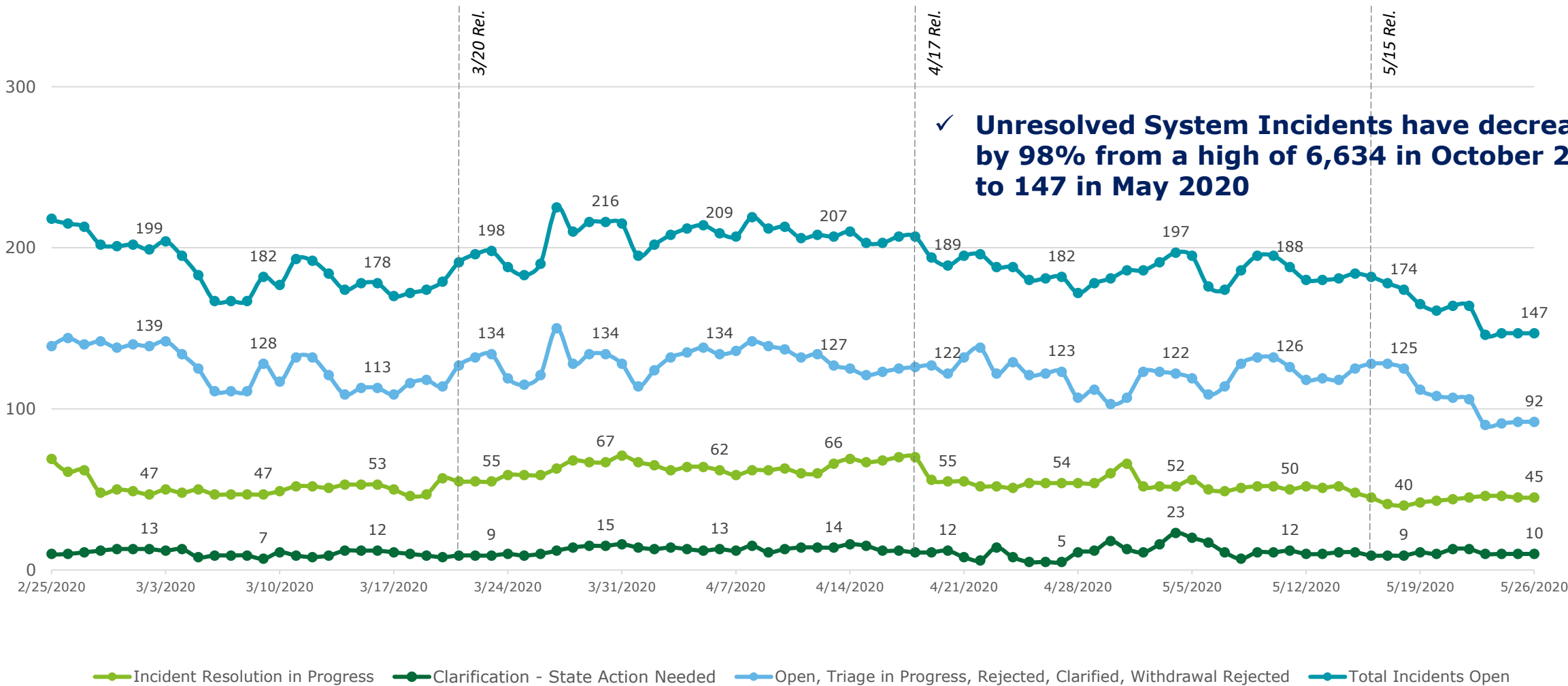
Incidents Opened in JIRA Week over Week



RI Bridges Technical Metrics – JIRA Incident Backlog Trend

As of May 26, 2020 (7:00 AM EST)

JIRA Incident Backlog* Breakdown Day over Day

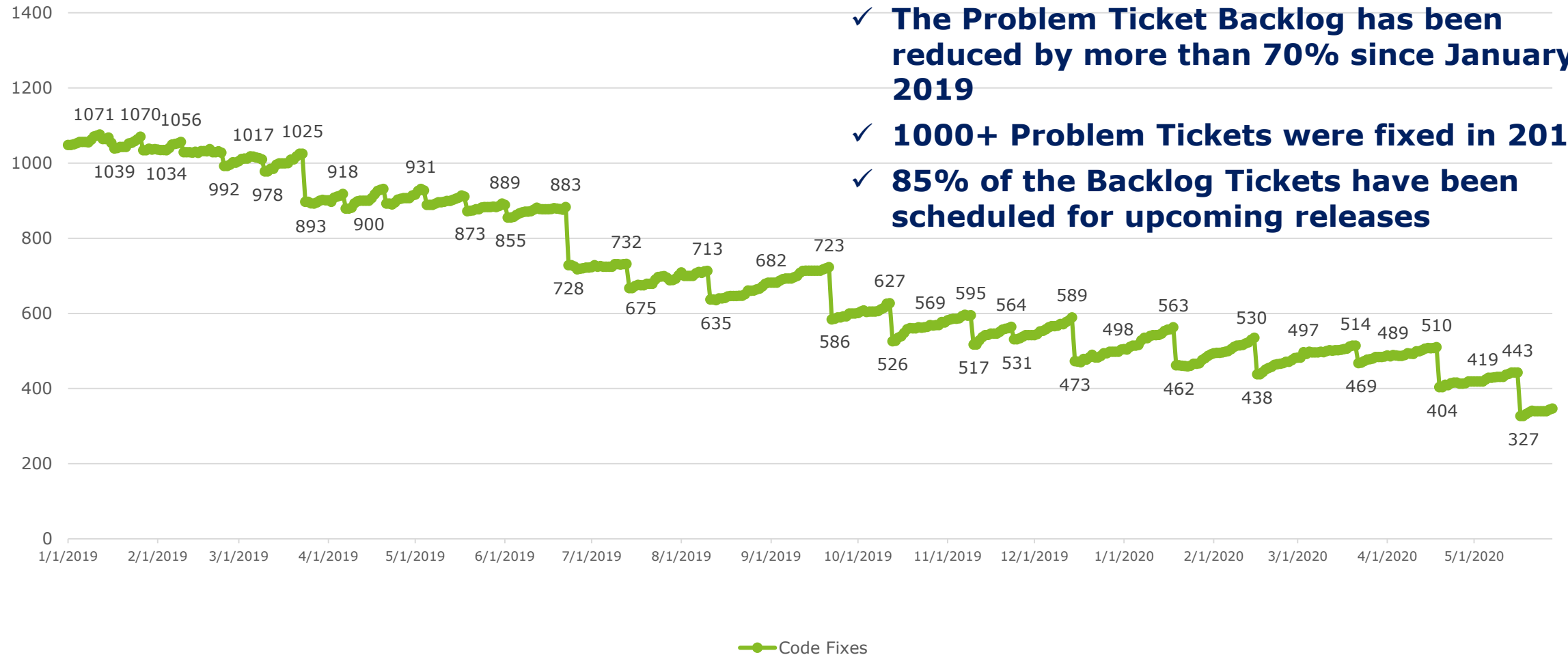


*Does not include Tickets in Resolved status; Resolved tickets are pending verification by State

RIbridges Technical Metrics – Problem Ticket Backlog

As of May 28, 2020 (7:00 AM EST)

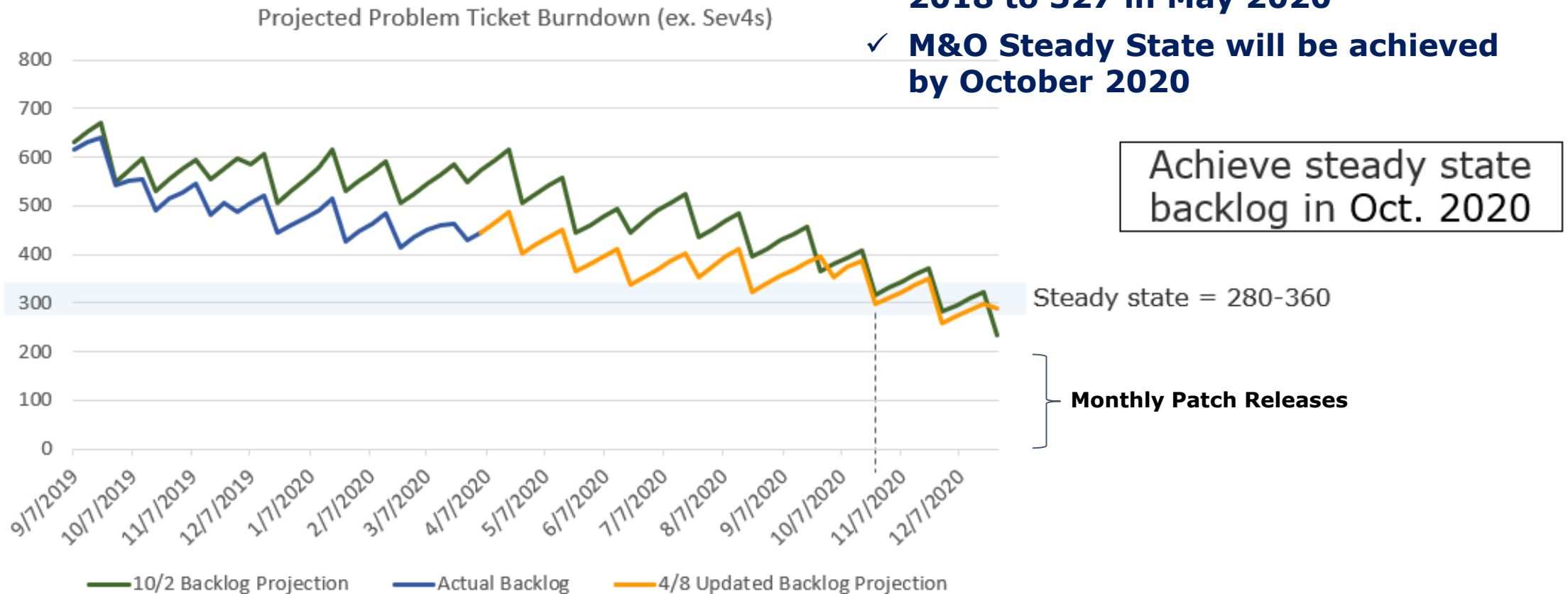
JIRA Problem Backlog Breakdown Day over Day



Problem Ticket Backlog Burndown Rate

Projected defect burndown rate will achieve steady state backlog (280-360) by October 2020

- ✓ **Monthly Patch Releases have reduced the Problem Ticket Backlog from a high of 1,387 in September 2018 to 327 in May 2020**
- ✓ **M&O Steady State will be achieved by October 2020**



KPI Dashboard Summary Month of April 2020

Status Key: ● On-Track ● In Progress ● Off-Track ● Complete ● Not Started ● On Hold Draft: For review and discussion purposes only

Key Performance Indicator	State Approval Status	KPI Status	Next Steps/Actions	Comments
KPI 1: Disburse benefits in a timely, accurate manner				
• <i>KPI 1a: DHS SNAP and Cash Benefits Timeliness</i>	8. Contract KPI Measurement	Met	Obtain Monthly Measurement Approval	Met in April 2020. *March KPI was recalculated after analyzing the FDD, which resulted in the KPI being met. There remains an open defect for which a validator will be proposed at MPC for the August release.
• <i>KPI 1b: Medical Benefits Timeliness</i>	8. Contract KPI Measurement	Met	Obtain Monthly Measurement Approval	Met in April 2020
• <i>KPI 1c: SNAP and Cash Benefit Accuracy</i>	7. Begin KPI Measurement	In Progress	Obtain Monthly Measurement Approval	SNAP met in January 2020. April SNAP currently under review. December 2019 RIW did not meet KPI. March RIW currently under review.
• <i>KPI 1d: Medical Benefits Accuracy (1/2)</i>	8. Contract KPI Measurement	Met	Obtain Monthly Measurement Approval	Met in April 2020
• <i>KPI 1e: Medical Benefits Accuracy (2/2)</i>	8. Contract KPI Measurement	Met	Obtain Monthly Measurement Approval	Met in April 2020. Duplicate terminations transactions were not counted.
• <i>KPI 1f: QHP Eligibility and Enrollment Accuracy</i>	8. Contract KPI Measurement	Met	Obtain Monthly Measurement Approval	Met in April 2020
KPI 2: Users can process applications without interruption by system deficiencies				
• <i>KPI 2a: Worker Portal Application Processing</i>	8. Contract KPI Measurement	Met	Obtain Monthly Measurement Approval	Met in April 2020
• <i>KPI 2b: Self Service Portal Application Processing</i>	8. Contract KPI Measurement	Met	Obtain Monthly Measurement Approval	Met in April 2020
KPI 3: Generate and issue accurate client notices on time				
• <i>KPI 3: Client Notice Accuracy and Timeliness</i>	8. Contract KPI Measurement	Met	Obtain Monthly Measurement Approval	Timeliness KPI met in April 2020
KPI 4: Legal and regulatory requirements in Attachment C are satisfied				
• <i>KPI 4: Legal and Regulatory Requirements in Attachment C are satisfied</i>	8. Contract KPI Measurement	Met		Achieved in November 2018

Appendix K:
FMS System Description



Appendix K
Financial Management System (FMS) Description

Request for Proposal
RI Bridges M&O Services

Issued on: [Issue Date]
By: State of Rhode Island (“State”)

Responded on: [Response Date]
By: [Vendor] (“Vendor”)

Document Revision: V.01

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1. Background and Definitions

The Financial Management Solution provided by the Vendor must deliver the Financial Management Services described in this Appendix. As of the issuance date of the RFP, the Financial Management solution is provided by NFP Health. The high-level FMS system requirements/functionality are as follows and the full system explanation can be found in the sections that follow:

- System must receive 999, 820 and 834 transactions from the RI Bridges system
- System must create a monthly premium invoice for each subscriber including fees, previous balances, and balances overdue, among other details
- System must create and send notices to customers to inform them of late payments, or intent to term.
- System must receive premium payments via cash, credit card, electronic bank payments and checks
- Bill Pay retail network must be supported
- System must be able to process terms and cancellations for the Individual Market and send appropriate transactions via 834 to RIBridges
- System must support reoccurring payment capability
- Operate a call center to accept inbound phone calls from State team, or State's contractors, in order to help resolve complex billing issues and provide access to FMS information that the team may not have access to.
- System must calculate the user fees due for Exchange operations, based on a formula determined by the State, for individual enrollment and for general usage
- Vendor must provide reporting to support individual market Exchange operations, including but not limited to the Combined Refund Report, Escheatment Report, Reoccurring Payment Report, Late Payment Report, Reconciliation and Discrepancy Reports, etc.
- Vendor must support necessary research and investigation into system issues impacting customer billing and enrollment in conjunction with the IES vendor and the Exchange. Ad hoc fixes and changes may be required in response to urgent customer scenarios.
- Vendor must provide resources and reporting to support daily, weekly and monthly account reconciliation with the State's IES and Carriers.

The following terms have the meanings set forth below:

- "Member/Enrollee" means each life that is part of the policy.
- "Policy Holder" means primary policy holder that is named as the primary contact with the RI Bridges Exchange.
- "Individual Market" means the Exchange market focused on individuals and families that are enrolled in the Individual health insurance exchange.

- “Membership Period” means the duration from when the Member’s benefit period commences to when their coverage is no longer active on the Exchange.

2. Business and Functional Requirements

A. Advance Premium Tax Credits (APTC) and Cost Sharing Reductions (CSR) Extraction

- System must provide a daily 999 transaction error report for all the 820s and 834s submitted
- System must provide daily extracts that include enrollment status, tax credits, CSR amounts and monthly premiums.
- System must initiate reconciliation with the RI Bridges system for enrollment status, tax credits, CSRs, premium amounts, payments made and demographic information, including but not limited to name, and address and email address.

B. Advance Payments of APTC and CSR Reporting and Verification

- System must receive premium payment history reports from Issuers and provide the reports to CMS
- System must verify the individual tax credit and cost sharing reduction amounts reported between CMS and the issuers

C. Terms and Cancellations

- System must be able to process terms and cancellations for the Individual Market and send appropriate transactions via 834 to the RI Bridges system

D. Individual Market Premium Collection

- System must determine the monthly premium contribution based on Individual Market enrollment information
- Premium payments via cash, credit card and checks to Bill Pay retail network must be supported
 - HSRI has a Trust that enables the Vendor to verify State deposits and payments via ACH, lockbox, and the retail payment account (Bill Pay), to make sure all State transactions are properly recorded by the RI Bridges system and credited appropriately to the Trust.
- Online ACH payments and auto-payments must be supported; click wrap for same are required in order to allow State to document to bank that a customer has authorized the payment
- One-time payments that are processed in real time using electronic payments will be visible through the Exchange Portal. Additionally, if email address is provided, an email notification must be sent when payments are processed.
- Terms for ACH and check payments must prevent customer from seeking double remuneration (refund, ACH return)
- Payments and invoices must be able to be segregated at the enrollment policy-year level (that is, the State will have the option to have the debt from one year not carry over to the following year)
- The system must be able to pro-rate premiums and tax credits arising from mid-month activity

- Retroactive adjustments to invoices should be supported through an Admin Dashboard for the State, through an 834 transaction, or manually
- The system must create a monthly premium invoice for Individual Market enrollees.
 - Invoice must include appropriate bar code technology to support Bill Pay retail network option
 - Invoice must be comprehensible at an 8th grade level, including invoices with retroactive adjustments
 - Transaction history viewable from the State dashboard must be comprehensible at the eighth-grade level
- System must allow for the ability for Admin users to resend invoices or generate ad hoc invoices through the Admin Dashboard
- Invoices must be sent out with an option of Spanish, Portuguese, or English
- Invoices must be viewable through both the system's Worker and State portals with an option of Spanish, Portuguese, or English
- Vendor will send the invoices to Individual Market enrollees. Invoices will be mailed, or notices will be emailed (to inform about new Invoice), based on preference to Individual Market enrollee on a monthly basis in accordance with invoicing cycle defined by Exchange.
 - Please note that variable direct costs related to postage, mailing of invoices, statements, other state-required notices, and dunning letters will be treated as passthrough costs (passed through to the State). Any returned mail postage fees for addresses which were incorrect due to a Vendor error should be deducted from the passthrough cost.
- Vendor is responsible for processing premium payments received and tracking payments in the appropriate systems
 - Please note that variable direct costs related to fees associated with the use of automated checking, and debit card payments will be treated as passthrough costs (passed through to the State). Any incorrect billing errors determined to be the cause of the Vendor should be deducted from the passthrough cost.
- Vendor will be required to work with the Exchange to ensure correct address is used for enrollees in the Individual Market

E. Individual Premium Discrepancy Resolution

- System must monitor for unpaid Individual Market enrollee premiums and notify enrollees of payment discrepancies (either unpaid amounts or incorrect payment amounts)
- System must proactively work to identify payment discrepancies. Based on the resolution, the system must either update the enrollee account (for an invoice discrepancy), or the enrollee may remit the premium payment (for a payment discrepancy).
- Vendor is responsible for creating notices for late and unpaid premiums to send to Individual Market enrollees as needed (for example, Late premium Payment notice, to be followed by Intent to Term notice if needed)
- Vendor is responsible for creating notifications of discrepancies to send to Individual Market enrollees. Any changes in premium or tax credits resulting from such discrepancies are to be included in the next invoice run from when the discrepancy was identified and resolved.
 - Notices will be sent out with an option of Spanish, Portuguese, or English

- All notices must be viewable in the Notices tab of the State's online account
- Vendor FMS call center must accept inbound phone calls from Individual Market enrollees to support individual premium discrepancy resolution.
- Vendor is responsible for tracking outstanding billing issues and for updating the system when issues have been resolved
- Vendor will send notices out when there are outstanding billing issues, and the system will track such notices
- System shall create a monthly write off process for Individual Market enrollees who fail to make a payment; who are not enrolled; and who have an outstanding balance

F. Issuer Invoice/Payment Discrepancy Resolution

- System must allow issuers to identify issues with invoice or payment discrepancies in the Individual Market Premium Aggregation as well as the User Fee processes. Based on the resolution, the system will update Exchange records with updated information to resolve the payment or invoice discrepancy.
- System must also report updated information to CMS as needed
- System will create subscriber level reports of invoices and payments for Policy Holders, for individuals to allow issuers to identify discrepancies; which Vendor staff can resolve as it relates to payment information.
- Vendor will work with the State Contact Center for non-payment related issues as needed
- Vendor will work with Issuers to address payment discrepancies
- The reports identified in sub item (a), above, will include standard EDI formats such as the HIX Standard 820 remittance and the 834 enrollment files, and will be usable in the RI Bridges configuration of the Financial Management solution
- Vendor is responsible for creating notifications of discrepancies to send to issuers as needed
- Vendor will create discrepancy reports for issuers on the Exchange
- Vendor is responsible for tracking outstanding billing issues and for updating the system when issues have been resolved

G. Risk Adjustment Calculation

- System must gather and report individual plan data and enrollee data to the risk adjustment entity for the purpose of risk adjustment

H. Risk Corridors

- System must provide individual data to CMS for risk corridors

I. Plan Assessment for State Exchange Operations

- System must calculate the user fees due for Exchange operations, based on a formula determined by the State, for individual enrollment and for general usage
- The system must invoice issuers for the user fee amounts associated Individual enrollment and receive and process payments. NOTE: This process will not be utilized if the Exchange elects to deduct user fees from premium as outlined in item 'Individual Aggregated Premium Payments to Issuers and User Fee Collection' below

- System must calculate user fees, in accordance with specifications to be defined by the State. Vendor must send invoices for those fees and process payments

J. Individual Market Aggregated Premium Payments to Issuers and User Fee Collection

- System must calculate and remit payments to issuers for the premiums associated with individual enrollees. Depending upon the payment model chosen by the State, deducting the individual user fees due for Exchange operations
- Vendor FMS system shall remit payments to issuers, less Exchange fees. The remittance will be accompanied by subscriber level reporting in standard formats such as the EDI HIX Standard 820 remittance format.

K. Reinsurance Contribution Verification

- System must extract and summarize Exchange enrollee and premium data and provide the data to the Reinsurance Entity

L. Exchange Internal Accounting System

- Vendor must provide a robust (and current versioned) internal accounting system to track all payments made and received by the Exchange (for example, QuickBooks). A minimum of five licenses are required for Exchange staff use and the Vendor must provide maintenance and on-site trouble shooting support. The internal accounting system must have the capacity to:
 - Track and report on user fees received by the Exchange to support Exchange operations;
 - Create the Exchange Annual Financial report as required for CMS and other state entities;
 - Create regular and ad-hoc financial reporting on an as-needed basis to govern and monitor the Exchange financial health;
 - Allow for adequate internal controls for monitoring and prevention of fraud, waste and abuse. Controls must be in place to address at least the following areas and any additional requirements will be determined through mutual agreement between the Parties:
 - Segregation of Duties for sensitive transactions for NFP Health users
 - Segregation of Duties where developers do not have access to production environment for NFP Health users;
 - Strong password requirements to safeguard access for NFP Health Users;
 - Unique Account Sign on for NFP Health Users;
 - Periodic review of staff access at NFP Health;
 - Report on repeated use of same credit card; and,
 - Report on Individual Policy Holders that are out of State.
- Vendor must provide sufficient staff to perform timely research on “suspense” items to ensure they are properly classified and credited to State accounts and relayed to the State for approval

M. Reporting

- Vendor must provide reporting on FMS activity to State as requested.

- Reporting may include, but is not limited to:
 - Reoccurring Payment Data
 - Combined Refund Reports
 - Discrepancy Reports
 - Suspense Account Data
 - Escheatment Data
 - Stop Payment Reports
 - Individual Level Insufficient Funds Data
 - Grace Period Data

N. Escheatment

- Identify accounts where enrollment activity on the account last occurred more than three years in the past and send a notice to those account holders
- Create a report once a year that can be used by the State for purposes of escheatment to Treasury

O. Approval Workflow for Issuer Payment

- Enable RI Bridges to monitor transaction history, and then approve payment release from the UHIP Bank Account to Issuers

P. Access to Information

- In order to provide the State with access to basic Member information, that information must be interfaced from the Financial Management solution to the RI Bridges Exchange solution on a nightly basis.

Appendix L:
Non-Disclosure Agreement (NDA) Response Form

LIMITED USE, CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT – UHIP OFFEROR

This Confidentiality and Nondisclosure Agreement (“Agreement”) is entered into for the benefit of the State of Rhode Island (“State”), by and through Division of Purchases and the Division of Enterprise Technology Strategy and Service (a.k.a. DoIT), and _____ (“Offeror”) (collectively hereinafter “Parties”).

The Parties acknowledge that certain confidential and/or sensitive information and/or material may be disclosed to the Offeror during the request for proposal (“RFP”) process for UHIP Maintenance and Operations (“UHIP M&O”) for the State of Rhode Island, in order to assist the Offeror in formulating a proposal. The State will release this “Confidential Information,” as defined below, to the Offeror for the limited purpose of assisting the Offeror in formulating a proposal and pursuant to the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the above premises and the promises contained herein, the Offeror agrees as follows:

1. Whenever used in this Agreement, the term “Confidential Information” shall mean (i) records and/or information exempt from disclosure to the public or other unauthorized persons under either the Rhode Island General Laws or federal statutes or regulations; or (ii) records or information in any medium related the UHIP M&O RFP; or (iii) any other records or information which the State has identified to the Offeror in writing as confidential at the time Confidential Information is released to the Offeror or within thirty (30) days after such release; or (iv) records or information that would ordinarily be reasonably considered confidential or proprietary in the light of the circumstances surrounding its release to the Offeror. Confidential Information may take the form of, but is not limited to, code, plans, calculations, charts, concepts, know-how, inventions, licensed technology, design sheets, design data, diagrams, system design, materials, hardware, manuals, drawings, processes, schematics, specifications, instructions, explanations, research, test procedures and results, equipment, identity and descriptions of components or materials used, any and all personal and/or confidential information pertaining to personnel. Confidential Information may be in tangible or intangible form. The State’s failure to expressly identify Confidential Information as such shall not in any way lessen or negate the Offeror’s obligation to keep such information confidential in accordance with this Agreement.

2. Notwithstanding the foregoing, the term Confidential Information shall not be construed to include records or information that (i) is or becomes readily available in public records or documents, not as a result of a disclosure in breach of this Agreement by the Offeror, its Affiliate(s) or other entity or persons acting on behalf of the Offeror, or (ii) is disclosed pursuant to applicable Rhode Island law and/or federal law, judicial action or government regulations.

3. The Parties acknowledge that the Confidential Information is confidential and proprietary information and that its protection is essential to ensure Confidential Information is not improperly disclosed. The express purpose of this Agreement is to enable State to disclose the Confidential Information to the Offeror for the limited purpose of: 1) allowing the Offeror to formulate a proposal, while still maintaining rights in and control over the Confidential Information in conformance with such mandate; 2) to preserve confidentiality of the Confidential Information; and, 3) and to prevent its unauthorized disclosure.

4. The Offeror shall not use the Confidential Information for any other purpose other than stated herein. The Offeror shall not improperly disclose Confidential Information in violation of this Agreement. It is understood that this Agreement does not grant the Offeror an express or implied license or an option on a license, or any other rights to or interests in the Confidential Information.

5. The Offeror shall require its employees, officers, independent contractors, and subcontractors, agents and any other entities acting on its behalf (collectively "Affiliates") to agree to the terms stated herein and:

(a) Copy, reproduce or use Confidential Information only for the purpose described herein and not for any other purpose unless specifically authorized to do so in writing by the State; and

(b) Not permit any other person to use or disclose the Confidential Information for any purpose other than those expressly authorized by this Agreement; and

(c) Disclose such Confidential Information only with written approval of the State and only to those of its Affiliates who require knowledge of the same for the purpose described in herein; provided such Affiliates are obligated to maintain the confidentiality of the Confidential Information and otherwise comply with the terms of this Agreement; and

(d) Implement physical, electronic and managerial safeguards to prevent unauthorized access to or use of Confidential Information, including without limitation, providing Affiliates a copy of the terms of this Agreement and any other non-disclosure agreement the State may provide for said Affiliates' signature. Such restrictions will be at least as stringent as those applied by the Offeror to its own most valuable confidential and proprietary information.

6. In the event that the Offeror becomes aware of a breach of this Agreement by its employees, agents or Affiliates, the Offeror shall notify the State by the next business day.

7. The acts or omissions of the Offeror's Affiliates with respect to the Confidential Information shall be deemed to be acts or omissions of the Offeror.

8. The Offeror will not remove, obscure or alter any confidentiality or trade secret notation from the Confidential Information without the State's prior written authorization.

9. Confidential Information will remain the exclusive property of the State, unless as otherwise provided for in any agreement and/or the contract between the State and Offeror; upon completion of the review and limited use of the Confidential Information, or whenever requested by the State, the Offeror shall promptly destroy or return to the State all Confidential Information and all copies thereof, including summaries, reports or notes based thereon, unless otherwise expressly authorized otherwise by the State in writing.

10. The Offeror agrees that the breach of the terms of this Agreement would cause irreparable damage to the State. Therefore, the Offeror agrees that if it should breach its obligations hereunder, Offeror will defend, indemnify, and hold the State harmless from actual damages from losses that result from its breach, including attorneys' fees. Also, the State has the express right to seek an order to restrain the Offeror from breaching this Agreement. If the State does seek such an order, the Offeror agrees at this time to waive any claim or defense that the State has an adequate remedy at law or in damages. The State shall have the right to commence any and all legal action, whether in law and/or in equity that the State

determines is necessary and required pursuant to this Agreement, to include but is not necessarily limited to, any alleged violation of this Agreement by the Offeror and/or Affiliates and recover any and all actual damages. Moreover, the State shall have the right to immediately suspend and/or debar the Offeror for any breach of this Agreement. Any such suspension shall not be for a term of less than three (3) months or for more than two (2) years.

11. This Agreement is in addition to and does not supersede any requirements set forth in any agreement currently in effect between the Parties. The Agreement may be modified only by a writing signed by the Parties. This Agreement will be construed and enforced in all respects in accordance with the laws of the State of Rhode Island, without reference to its conflict of law principles. The Parties consent to the exclusive jurisdiction of the Superior Court of the State of Rhode Island and exclusive venue in Providence County, Providence, Rhode Island.

12. The duty to protect and preserve the Confidential Information in accordance with this Agreement shall remain in perpetuity.

Signed,

[NAME OF OFFEROR]

Signature

Print or Type Name

Title

Date

Appendix M:
Production Batch Jobs

Found in the zip drive.

Appendix N:
RI Bridges Glossary RFP

Found in the zip drive.

Appendix O:
Insurance Requirements

Appendix O General Condition of Purchase, General Insurance Requirements-Addendum A, Schedule A3 Information Technology (as amended)

The insurance requirements for this specific procurement are as follows:

#	Item	Insurance Amount Requirements
1	Commercial General Liability	\$4M per Occurrence \$8M General aggregate \$8M Products/Comp/Ops Aggregate
2	Automobile Liability	\$1M
3	Workers' Compensation and Employers' Liability	Employers' Liability with minimum limits of \$500,000, \$500,000 disease or policy limit and \$500,000 each employee or minimum amount necessary for Contract Party.
4	Technology Errors and Omissions	\$50M per Occurrence \$100M Aggregate
5	Information Technology/Cyber Privacy	\$75M

Exhibit 1:
Cost Proposal Pricing Response Form
Found in the zip drive.

Contract Terms and Conditions

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Terms and Conditions

BID STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS BID

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

Mandatory Pre-Bid Conference

Any vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory pre-bid conference. The representative must register at the pre-bid conference and disclose the identity of the vendor whom he/she represents. Because attendance at the pre-bid conference is mandatory, a vendor's failure to attend and register at the pre-bid conference shall result in disqualification of the vendor's bid proposal as non-responsive to the solicitation.

PURCHASE AGREEMENT BID

BIDDING (a) A single price shall be quoted for each item against which a proposal is submitted. This price will be the maximum in effect during the agreement period. Any price decline at the manufacturer's level shall be reflected in a reduction of the agreement price to the State. (b) Quantities, if any, are estimated only. The agreement shall cover the actual quantities ordering during the period. Deliveries will be billed at the single, firm, awarded unit price quoted regardless of the quantities ordered. (c) Bid price is net F.O.B. destination and shall include inside delivery at no extra cost. (d) Bids for single items and/or a small percentage of total items listed, may, at the State's sole option, be rejected as being non-responsive to the intent of this request. **ORDERING** (a) The User Agency(s) will submit individual orders for the various items and various quantities as may be required during the agreement period. (b) Exception - Regardless of any agreement resulting from this bid, the State reserves the right to solicit prices separately for any extra large requirements for delivery to specific destinations.

Mailing Address for Bid Proposals issued by the State of Rhode Island, Division of Purchases:

All Bid Proposals must be submitted to the following address:

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

RIVIP INFO - BID SUBMISSION REQUIREMENTS

It is the vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form should be attached to the front of the offer. Each bid proposal must be submitted in a separate sealed envelope with the bidder's name and address and the specific "Solicitation Number," "Solicitation Title," and the "Bid Proposal Submission Deadline" marked in the upper left-hand corner of the envelope.

The bid proposal must be delivered (via mail, messenger service, or personal delivery) to the Division of Purchases and date-stamped/receipted by the date and time specified for the bid proposal submission deadline. Bidders should mail bid proposals sufficiently in advance of the bid proposal submission deadline to ensure timely delivery to the Division of Purchases or, when delivering a bid proposal in person or by messenger, should allow additional time for parking and clearance through security checkpoints. Bid proposals must be addressed to:

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

Bid proposals that are not received by the Division of Purchases by the bid proposal submission deadline for whatever reason will be deemed late and will not be considered. The submission time will be determined by the time clock in the Division of Purchases. Postmarks will not be considered proof of timely submission.

Bid proposals in electronic format are not accepted at this time.

At the bid proposal submission deadline, bid proposals will be opened and read aloud in public.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

GENERAL CONDITIONS – ADDENDUM A

GENERAL INSURANCE REQUIREMENTS

Unless otherwise specified in the solicitation or procurement, the following Insurance Requirements shall apply. These Insurance Requirements establish minimum types and limits of insurance coverage for many contract situations entered into by State. It is possible that certain contract exposures are not addressed. Risk management and insurance questions regarding any Contract to be entered into by State, including any that may be deemed “high-risk procurement” (*i.e.*, either by amount of the procurement or solicitation and/or Contract Party’s scope of services) should be reviewed with State Risk Management personnel at (401) 222-6200.

Schedule A1: General Requirements

Schedule A2: Professional Services

Schedule A3: Information Technology

Schedule A1 – General Requirements

Definitions

“State:” *The State of Rhode Island and its branches, departments, agencies, offices, commissions, any using entity authorized by R.I. Gen. Laws § 37-2-1, et seq., to participate in a procurement or solicitation and any other party directed by the State and the officers, directors, officials, agents, employees, independent contractors and volunteers of any of them.*

“Contract Party:” *Any person, organization or entity that is a Contract Party with State in which the Contract Party (i.e., vendor) provides services or products to State. Contract Party shall also include as insured persons Contract Party’s officers, directors, officials, agents, employees, subcontractors, independent contractors, volunteers and any other entity or person for which the Contract Party is legally responsible. For purposes of this document, Contract Party does not include any branches, departments, agencies, offices, or commissions of the State that may contract with any other State branches, departments, agencies, offices, or commissions.*

Required Insurance

Contract Party shall procure **Required Insurance** as defined herein:

- a. At the sole cost and expense of Contract Party.
- b. Obtain and maintain such **Required Insurance** in full force and effect during the entire term of the Contract until all obligations of Contract Party have been discharged, including any warranty periods or extended reporting periods, against claims that may arise out of, are alleged to arise out of, directly or indirectly, in whole or in part, from or in connection with the Contract and/or result from the performance of the Contract.
- c. Any deductible, self-insured retention, or form of self-insurance under the policies shall be the sole responsibility of the Contract Party and shall be disclosed to and acceptable to the State authorized personnel.
- d. Any required liability insurance policy that is to insure any form of products liability and/or completed operations exposure created by Contract Party must provide extended coverage as follows:
 1. When required liability insurance policy uses “Occurrence” coverage trigger (including that known as “Reported Occurrence”):
 - a. Policy issued by same insurer for Contract Party as of effective date of Contract between State and Contract Party or by comparable insurer providing renewal insurance policy of 1-same coverage terms and conditions of prior expired policy or 2-coverage at least equal to that required by Contract.
 - b. Such coverage must be provided for a period of not less than five (5) years after the later of:
 - i. when the Contract has ended; or
 - ii. when products or services have been put to intended use; or
 - iii. when hardware, software, buildings, other physical structures or repairs have been put to intended use.
 - c. Such required insurance can be provided by annual insurance policies or by single runoff policy commonly referred to as “discontinued products or operations.”
 2. When required liability insurance policy uses any form of “claims-first made trigger:”
 - a. Policy issued by same insurer for Contract Party as of effective date of Contract between State and Contract Party or by comparable insurer providing renewal insurance policy of 1-same coverage terms and conditions

- of prior expired policy or 2-coverage at least equal to that required by Contract.
- b. Provide coverage with a retroactive date on or before the effective date of the Contract or at the beginning of Contract work.
- c. Such coverage must be provided for a period of not less than five (5) years after the later of:
 - i. when the Contract has ended; or
 - ii. when products or services have been put to intended use; or
 - iii. when hardware, software, buildings, other physical structures or repairs have been put to intended use.
- d. Such required insurance can be provided by annual insurance policies or by single runoff policy commonly referred to as “discontinued products or operations.”
- e. If “claims-first made” liability insurance policy is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract date, the Contract Party must purchase extended reporting coverage for a minimum of five (5) years after completion of work.
- f. **Required Insurance** limits to be provided by single insurance policy or through “follow form primary” layered excess insurance policies to obtain overall required limit(s).
- g. Contract Party’s subcontractors to maintain same insurance.
- h. Any insurance obtained by Contract Party that includes an “insured vs. insured” exclusion must be revised to exclude State as Additional Insured.
- i. State Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional more extensive coverage for any individual requirement and can modify types of insurance and revise limits required of Contract Party at any time during the term of this Contract.

Required Insurance:

1. Commercial General Liability Insurance. Commercial General Liability Insurance (“CGL”) based on Insurance Services Office (“ISO”) most recent version of Commercial General Liability policy form CG00 01, or its equivalent:
 - a. Covering bodily injury (including death), broad form property damage, personal and advertising injury, independent contractors, products and completed operations and contractual liability.
 - b. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence, \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate.
 - c. The general aggregate must be on a “per project” or “per location” basis.
 - d. Shall include waiver of subrogation in favor of State.
 - e. Include State as additional insured on a primary and non-contributory basis.
 - f. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insured¹ on a primary and non-contributory basis and a waiver of subrogation in favor of State. All endorsements shall be subject to review and approval by the authorized State personnel.
2. Automobile Liability Insurance. Automobile Liability Insurance based on ISO most recent version of Business Automobile Policy (“BAP”) CA 00 01, or its equivalent:
 - a. Covering bodily injury and property damage for any vehicles used in conjunction with the performance of this Contract including owned, non-owned, and hired vehicles.

¹Any time Contract Party is responsible for construction of any kind the additional insured status for State shall include additional Insured-products/completed operations in addition to additional insured-premises/operations.

- b. If a Contract Party does not own any vehicle at any time during the duration of this Contract then the Contract Party can seek hired and non-owned automobile coverage as provided by BAP or by hired non-owned automobile coverage endorsement to CGL.
 - c. At a minimum Contract Party must maintain hired and non-owned automobile coverage for the full duration of this Contract.
 - d. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence.
 - e. Shall include waiver of subrogation in favor of State.
 - f. Include State as additional insured on a primary and non-contributory basis.
 - g. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds on a primary and non-contributory basis and a waiver of subrogation in favor of State. All endorsements shall be subject to review and approval by the authorized State personnel.
3. Workers' Compensation and Employers' Liability.
- a. Statutory coverage as required by the workers' compensation laws of the State of Rhode Island, plus any applicable state law other than State of Rhode Island if employee(s) state of hire is other than State of Rhode Island or employee(s) work related to the Contract is not in the State of Rhode Island.
 - b. Policy form based on NCCI or its equivalent.
 - c. Employers' Liability with minimum limits of \$100,000 each accident, \$100,000 disease or policy limit and \$100,000 each employee or minimum amount necessary for umbrella/excess liability policy of Contract Party.
 - d. A Contract Party neither eligible for, nor entitled to, Worker's Compensation who is an independent Contract Party under Rhode Island law must comply with the statutory procedure precluding an independent Contract Party from bringing a workers' compensation claim against the State.
 - e. Policy to include waiver of subrogation in favor of State.
 - f. The Contract Party shall submit a copy of any policy endorsement or blanket endorsement evidencing the waiver of subrogation in favor of the State. All endorsements shall be subject to review and approval by the State authorized personnel.

Crime insurance, as applicable to the procurement or solicitation:

4. Crime Insurance. Crime Insurance to cover dishonest acts of Contract Party that result in a loss of any State property, including funds or securities of any kind, plus any other entity or person's property, including funds or securities of any kind, entrusted to the State that is in the custody or control of the Contract Party. The policy shall:
- a. Include insuring agreements for employee dishonesty, forgery/alteration, theft of money and securities, robbery and safe burglary, money order and counterfeit currency, computer crime and funds transfer fraud.
 - b. Include an endorsement for "Client's Property" using ISO form CR04010813 or the equivalent;
 - c. Have minimum combined limits of not less than \$500,000 per occurrence; however, in no instance shall the combined limits be less than fifty per cent (50%) of the value of the Contract or based on the amount of funds that may be diverted, whichever is greater.
 - d. Name State as loss payee based on ISO CR20141010 or the equivalent.
 - e. Not contain a condition requiring an arrest.
 - f. When Contract Party has custody of State funds in excess of \$250,000 then Contract Party must have crime coverage commonly referred to as Social Engineering Fraud

("SEF") in an amount equal to Computer Crime limit and/or Fraudulent Funds Transfer limit.

All Required Insurance shall be:

1. Placed with insurers:
 - a. Authorized to do business in Rhode Island and, when admitted insurers are not possible, then use of non-admitted insurers will be allowed to the extent acceptable to State.
 - b. Rated "A-," class X or better by A.M. Best Company, Inc.
 - c. Any insurer with a lesser financial rating must be approved by the authorized State personnel.
2. The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary.
3. As evidence of the insurance required by this Contract, the Contract Party shall furnish to State Certificates of Insurance, including confirmation of all required policy endorsements including, but not limited to, additional insured endorsements:
 - a. In form acceptable to the State to the Department of Administration, Division of Purchases prior to a Division of Purchases award. Failure to comply with this provision may result in rejection of the bid offer.
 - b. All certificates of insurance, whenever issued, shall include the requirement of the insurer for thirty (30) days advance written notice of cancellation or non-renewal of any insurance policy to Department of Administration, Division of Purchases Attn: Purchasing Agent, One Capitol Hill, Providence, RI 02908. Contract Party shall also immediately notify the State if the Required Insurance is cancelled, non-renewed, potential exhaustion of policy limits or otherwise changed.
 - c. Certificates of Insurance and required endorsements shall thereafter be submitted annually or earlier upon expiration and renewal of any of the policies.
 - d. All Certificates of Insurance and to the extent possible endorsements shall reference the State procurement number.
 - e. State retains the right to demand a certified copy of any **Required Insurance** policy, Certificate of Insurance or endorsement.
4. The Contract Party shall be responsible to obtain and maintain insurance on any real or personal property owned, leased or used by State that is in the care, custody or control of Contract Party. All property insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the State.
5. No warranty is made that the coverages and limits listed herein are adequate to cover and/or protect the interests of the Contract Party for the Contract Party's operations. These are solely minimums to protect the interest of State.
6. State shall be indemnified and held harmless as required by the Contract and to the full extent of any coverage actually secured by the Contract Party in excess of the minimum requirements set forth above.
7. The Contract Party shall use at its own risk and insure at its own cost any of its owned, leased or used real or personal property. All such insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the State.
8. The Contract Party shall comply with any other insurance requirements including, but not limited to, additional coverages or limits contained in the procurement or solicitation.

9. Failure to comply with these Insurance Requirements is a material breach entitling the State to terminate or suspend the Contract immediately.
10. These Insurance Requirements shall survive expiration or termination of the Contract.

Schedule A2 – Professional Services

Definitions

“Professional Services:” *A type of liability insurance designed to protect traditional professionals (e.g., accountants, attorneys) and quasi-professionals (e.g., real estate brokers, consultants) against liability incurred as a result of errors and omissions made in performing their professional services to State. Although there are a few exceptions (e.g., physicians, architects, and engineers), most professional liability policies only cover economic or financial losses suffered by State as opposed to bodily injury (BI) and property damage (PD) claims. This is because the latter two types of loss are typically covered under commercial general liability (CGL) policies. The vast majority of professional liability policies are written with claims-made coverage triggers. In addition, professional liability policies contain what are known as “shrinking limits,” meaning that unlike CGL policies (where defense costs are paid in addition to policy limits), the insurer’s payment of defense costs reduces available policy limits. Accordingly, when attempting to determine appropriate policy limits, insureds [State] must consider the fact that because defense costs are often a high proportion of any claim settlement or judgment, they must usually purchase additional limits. The most common exclusions in professional liability policy forms are for BI, PD, and intentional/dishonest acts.²*

“State:” *The State of Rhode Island and its branches, departments, agencies, offices, commissions, any using entity authorized by R.I. Gen. Laws § 37-2-1, et seq., to participate in a procurement or solicitation and any other party directed by the State and the officers, directors, officials, agents, employees, independent contractors and volunteers of any of them.*

“Contract Party:” *Any person, organization or entity that is a Contract Party with State in which the Contract Party (i.e., vendor) provides services or products to State.” Contract Party shall also include as insured persons Contract Party’s officers, directors, officials, agents, employees, subcontractors, independent contractors, volunteers and any other entity or person for which the Contract Party is legally responsible. For purposes of this document “Contract Party” does not include any branches, departments, agencies, offices, or commissions of the State that may contract with any other State departments, agencies, offices, commissions.*

Required Insurance

Contract Party shall procure **Required Insurance** as defined herein:

- a. At the sole cost and expense of Contract Party.
- b. Obtain and maintain such **Required Insurance** in full force and effect during the entire term of the Contract until all obligations of Contract Party have been discharged, including any warranty periods or extended reporting periods, against claims that may arise out of, are alleged to arise out of, directly or indirectly, in whole or in part, from or in connection with the Contract and/or result from the performance of the Contract.
- c. Any deductible, self-insured retention, or form of self-insurance under the policies shall be the sole responsibility of the Contract Party and shall be disclosed to and acceptable to the State authorized personnel.
- d. Any required liability insurance policy that is to insure any form of products liability and/or completed operations exposure created by Contract Party must provide extended coverage as follows:
 1. When required liability insurance policy uses “Occurrence” coverage trigger (including that known as “Reported Occurrence”):

²Definition based on one used by International Risk Management Institute:
<https://www.irmi.com/term/insurance-definitions/professional-liability>.

- a. Policy issued by same insurer for Contract Party as of effective date of Contract between State and Contract Party or by comparable insurer providing renewal insurance policy of 1-same coverage terms and conditions of prior expired policy or 2-coverage at least equal to that required by Contract.
- b. Such coverage must be provided for a period of not less than five (5) years after the later of:
 - i. when the Contract has ended; or
 - ii. when products or services have been put to intended use; or
 - iii. when hardware, software, buildings, other physical structures or repairs have been put to intended use.
- c. Such required insurance can be provided by annual insurance policies or by single runoff policy commonly referred to as “discontinued products or operations.”
- 2. When required liability insurance policy uses any form of “claims-first made trigger:”
 - a. Policy issued by same insurer for Contract Party as of effective date of Contract between State and Contract Party or by comparable insurer providing renewal insurance policy of 1-same coverage terms and conditions of prior expired policy or 2-coverage at least equal to that required by Contract.
 - b. Provide coverage with a retroactive date on or before the effective date of the Contract or at the beginning of Contract work.
 - c. Such coverage must be provided for a period of not less than five (5) years after the later of:
 - i. when the Contract has ended; or
 - ii. when products or services have been put to intended use; or
 - iii. when hardware, software, buildings, other physical structures or repairs have been put to intended use.
 - d. Such required insurance can be provided by annual insurance policies or by single runoff policy commonly referred to as “discontinued products or operations.”
- e. If “claims-first made” liability insurance policy is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract date, the Contract Party must purchase extended reporting coverage for a minimum of five (5) years after completion of work.
- f. **Required Insurance** limits to be provided by single insurance policy or through “follow form primary” layered excess insurance policies to obtain overall required limit(s).
- g. Contract Party’s subcontractors to maintain same insurance.
- h. Any insurance obtained by Contract Party that includes an “insured vs. insured” exclusion must be revised to exclude State as Additional Insured.
- i. State Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional more extensive coverage for any individual requirement and can modify types of insurance and revise limits required of Contract Party at any time during the term of this Contract.

Required Insurance:

1. Commercial General Liability Insurance. Commercial General Liability Insurance (“CGL”) based on Insurance Services Office (“ISO”) most recent version of Commercial General Liability policy form CG00 01, or its equivalent:
 - a. Covering bodily injury (including death), broad form property damage, personal and advertising injury, independent contractors, products and completed operations and contractual liability.

- b. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence, \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate.
 - c. The general aggregate must be on a “per project” or “per location” basis.
 - d. Shall include waiver of subrogation in favor of State.
 - e. Include State as additional insureds on a primary and non-contributory basis.
 - f. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds³ on a primary and non-contributory basis and a waiver of subrogation in favor of the State. All endorsements shall be subject to review and approval by the authorized State personnel.
2. Automobile Liability Insurance. Automobile Liability Insurance based on ISO most recent version of Business Automobile Policy (“BAP”) CA 00 01, or its equivalent:
- a. Covering bodily injury and property damage for any vehicles used in conjunction with the performance of this Contract including owned, non-owned, and hired vehicles.
 - b. If a Contract Party does not own any vehicle at any time during the duration of this Contract then the Contract Party can seek hired and non-owned automobile coverage as provided by BAP or by hired non-owned automobile coverage endorsement to CGL.
 - c. At a minimum Contract Party must maintain hired and non-owned automobile coverage for the full duration of this Contract.
 - d. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence.
 - e. Shall include waiver of subrogation in favor of State.
 - f. Include State as additional insureds on a primary and non-contributory basis.
 - g. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds on a primary and non-contributory basis and a waiver of subrogation in favor of the State. All endorsements shall be subject to review and approval by the authorized State personnel
3. Workers’ Compensation and Employers’ Liability.
- a. Statutory coverage as required by the workers’ compensation laws of the State of Rhode Island, plus any applicable state law other than State of Rhode Island if employee(s) state of hire is other than State of Rhode Island or employee(s) work related to the Contract is not in the State of Rhode Island.
 - b. Policy form based on NCCI or its equivalent.
 - c. Employers’ Liability with minimum limits of \$100,000 each accident, \$100,000 disease or policy limit and \$100,000 each employee or minimum amount necessary umbrella/excess liability of Contract Party.
 - d. A Contract Party neither eligible for, nor entitled to, Worker’s Compensation who is an independent Contract Party under Rhode Island law must comply with the statutory procedure precluding an independent Contract Party from bringing a workers’ compensation claim against the State.
 - e. Policy to include waiver of subrogation in favor of State.
 - f. The Contract Party shall submit a copy of any policy endorsement or blanket endorsement evidencing the waiver of subrogation in favor of the State. All endorsements shall be subject to review and approval by the State authorized personnel.

³ Any time Contract Party is responsible for construction of any kind the additional status for State shall include additional Insured-products/completed operations in addition to additional insured-premises/operations.

4. Professional Liability Insurance.⁴

- a. Covering any damages to State caused by any error, omission, wrongful act, or breach of Contract in performance of Contract Party's professional services to State.
- b. Combined single limit per occurrence shall not be less than \$2,000,000 and include an annual aggregate of not less than \$2,000,000.
- c. Shall include waiver of subrogation in favor of State to extent coverage to Contract Party is not impaired.
- d. If Contract Party is providing services to State where Contract Party has access to paper and/or e-data privacy/confidential information then go to Schedule A3 and ensure appropriate cyber/privacy insurance is contained in Contract Party's Professional Liability Insurance. If cyber/privacy insurance is not contained in Contract Party's Professional Liability Insurance then refer to Schedule A3 Required Insurance Number 5 and add this coverage in addition to Professional Liability Insurance.

Crime Insurance, Environmental/Pollution Liability Insurance, and Working with Children, Elderly or Disabled Persons as applicable to the procurement or solicitation:

5. Crime Insurance. Crime Insurance to cover dishonest acts of Contract Party that result in a loss of any State property, including funds or securities of any kind, plus any other entity or person's property, including funds or securities of any kind, entrusted to the State that is in the custody or control of the Contract Party. The policy shall:

- a. Include insuring agreements for employee dishonesty, forgery/alteration, theft of money and securities, robbery and safe burglary, money order and counterfeit currency, computer crime and funds transfer fraud.
- b. Include an endorsement for "Client's Property" using ISO form CR04010813 or the equivalent.
- c. Have minimum combined limits of not less than \$500,000 per occurrence; however, in no instance shall the combined limits be less than fifty per cent (50%) of the value of the Contract or based on the amount of funds that may be diverted, whichever is greater.
- d. Name State as loss payee based on ISO CR20141010 or the equivalent.
- e. Not contain a condition requiring an arrest.
- f. When Contract Party has custody of State funds in excess of \$250,000 then Contract Party must have crime coverage commonly referred to as Social Engineering Fraud ("SEF") in an amount equal to Computer Crime limit and/or Fraudulent Funds Transfer limit.

5. Environmental/Pollution Liability Insurance when past, present or future hazard is possible. Environmental/Pollution Liability Insurance coverage for bodily injury, property damage and resulting loss of use and environmental damages resulting from sudden accidental (and/or gradual if appropriate) pollution and related cleanup costs arising out of the work or services to be performed under the Contract:

- a. If coverage is on a "claims-first made" basis then 1-any retroactive date will precede the effective date of the Contract, and 2- remain in-force for the later period of five years after Contract has ended and/or work by Contract Party has been put to its intended use.
- b. Per occurrence limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The policy shall include defense including costs, charges and expenses

⁴Medical malpractice insurance whether for an individual practitioner such as MD, OD or DMD, hospital or nurses, is considered a subset of Professional Liability insurance. When medical malpractice insurance may be required consult with State Risk Management.

- incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- c. Policy to include State as additional insured for work performed by Contract Party for State to the extent coverage is not subject to an insured versus insured exclusion. Additional insured status for State to be on a primary and non-contributory basis.
- d. Shall include waiver of subrogation in favor of State.
- e. Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds on a primary and non-contributory basis and a waiver of subrogation in favor of the State. All endorsements shall be subject to review and approval by the authorized State personnel.

For environmental engineering and consultant services, the environmental liability insurance may be included with errors and omissions insurance and coverage if on a claims-made basis and will remain in effect for the period of the Contract with a minimum extended reporting period of five (5) years.

6. Working with Children, Elderly or Disabled Persons-Physical Abuse and Molestation Liability Insurance. Physical Abuse and Molestation Insurance covering damages arising out of: actual or threatened physical abuses; mental injury; sexual molestation; negligent hiring, employment, or supervision; negligent investigation or reporting to proper authorities; and, retention of any person for whom the Contract Party is responsible:
 - a. Coverage shall be written in an amount not less than \$1,000,000 per occurrence.
 - b. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage.
 - c. When policy uses any form of "claims-first made trigger:"
 - i. Remain in-force for a period of five (5) years after the Contract has ended;
 - ii. Provide coverage with a retroactive date on or before the Effective Date of the Contract or at the beginning of Contract work; and,
 - iii. If coverage is cancelled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the Contract date, the Contract Party must purchase extended reporting coverage for a minimum of five (5) years after completion of work.
 - d. Shall include waiver of subrogation in favor of State.
 - e. Policy to include State as additional insured for work performed by Contract Party for State to the extent that coverage is not subject to an insured versus insured exclusion. Additional insured status for State to be on a primary and non-contributory basis.
 - f. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds on a primary and non-contributory basis and a waiver of subrogation. All endorsements shall be subject to review and approval by the authorized State personnel.

All Required Insurance shall be:

1. Placed with insurers:
 - a. Authorized to do business in Rhode Island.
 - b. Rated "A-," class X or better by A.M. Best Company, Inc.
 - c. Any insurer with a lesser financial rating must be approved by the authorized State personnel.
2. The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary.

3. As evidence of the insurance required by this Contract, the Contract Party shall furnish to State Certificates of Insurance, including confirmation of all required policy endorsements including, but not limited to, additional insured endorsements:
 - a. In form acceptable to the State to the Department of Administration, Division of Purchases prior to a Division of Purchases award. Failure to comply with this provision may result in rejection of the bid offer.
 - b. All certificates of insurance, whenever issued, shall include the requirement of the insurer for thirty (30) days advance written notice of cancellation or non-renewal of any insurance policy to Department of Administration, Division of Purchases Attn: Purchasing Agent, One Capitol Hill, Providence, RI 02908. Contract Party shall also immediately notify the State if the Required Insurance is cancelled, non-renewed, potential exhaustion of policy limits or otherwise changed.
 - c. Certificates of Insurance and required endorsements shall thereafter be submitted annually or earlier upon expiration and renewal of any of the policies.
 - d. All Certificates of Insurance and to the extent possible endorsements shall reference the State procurement number.
 - e. State retains the right to demand a certified copy of any **Required Insurance** policy. Certificate of Insurance or endorsement.
4. The Contract Party shall be responsible to obtain and maintain insurance on any real or personal property owned, leased or used by State that is in the care, custody or control of Contract Party. All property insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the State.
5. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contract Party for the Contract Party's operations. These are solely minimums that have been established to protect the interest of the State.
6. State shall be indemnified and held harmless as required by the Contract and to the full extent of any coverage actually secured by the Contract Party in excess of the minimum requirements set forth above.
7. The Contract Party shall use at its own risk and insure at its own cost any of its owned, leased or used real or personal property. All such insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the State.
8. The Contract Party shall comply with any other insurance requirements including, but not limited to, additional coverages or limits contained in the procurement or solicitation.
9. Failure to comply with these Insurance Requirements is a material breach entitling the State to terminate or suspend the Contract immediately.
10. These Insurance Requirements shall survive expiration or termination of the Contract.

Schedule A3 – Information Technology and/or Cyber/Privacy

Definitions

“Information Technology” A type of insurance designed to cover providers of technology *services* or *products*. For example, data storage companies and website designers provide *technology services*, while computer software and computer manufacturers offer *technology products*.⁵

Technology E&O (“Tech E & O”) policies cover both liability and property loss exposures. Major liability insuring agreements include losses resulting from: (1) technology services, (2) technology products, (3) media content, and (4) network security breaches. Key property insuring agreements provide coverage for extortion threats, crisis management expense, and business interruption.

Tech E&O insurance is often confused with cyber and privacy insurance. In contrast to Tech E&O coverage, cyber and privacy insurance is intended to protect *consumers* of technology products and services. Nevertheless, cyber and privacy insurance policies do offer a number of the same insuring agreements as Tech E&O policies.

Cyber/Privacy: A type of insurance designed to cover consumers of technology services or products. More specifically, the policies are intended to cover a variety of both liability and property losses that may result when a business engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network.⁶ Note this coverage is not only for an electronic breach, but also for paper data breaches.

Most notably, but not exclusively, cyber and privacy policies cover liability for a data breach in third party personal information, such as Social Security numbers, credit card numbers, Protected Health Information as defined in HIPAA and its implementing regulations, Personal Information as defined in HIPAA and its implementing regulations and Personal Information as defined in R.I. Gen. Laws § 11-49.3-1, *et seq.*, as amended, or as otherwise defined in the Contract (“Confidential Information”) is exposed or stolen by a hacker or other criminal who has gained access to Contract Party’s electronic network. The policies cover a variety of expenses associated with both electronic and paper data breaches including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft.

In addition, the policies cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

Cyber and privacy insurance is often confused with Tech E&O insurance. In contrast to cyber and privacy insurance, Tech E&O coverage is intended to protect providers of technology products and services, such as computer software and hardware manufacturers, website designers, and firms that store data on an off-site basis. Nevertheless, Tech E&O insurance policies do contain a number of the same insuring agreements as cyber and privacy policies.

“State:” *The State of Rhode Island and its branches, departments, agencies, offices, commissions, any using entity authorized by R.I. Gen. Laws § 37-2-1, et seq. to participate in a procurement and any other party directed by the State and the officers, directors, officials, agents, employees, independent contractors and volunteers of any of them.*

⁵<https://www.irmi.com/term/insurance-definitions/technology-errors-and-omissions-insurance>.

⁶<https://www.irmi.com/term/insurance-definitions/cyber-and-privacy-insurance>.

“Contract Party:” Any person, organization or entity that is a Contract Party with State in which the Contract Party (i.e., vendor) provides services or products to State. Contract Party shall also include as insured persons Contract Party’s officers, directors, officials, agents, employees, subcontractors, independent contractors, volunteers and any other entity or person for which the Contract Party is legally responsible. For purposes of this document “Contract Party” does not include any branches, departments, agencies, offices, or commissions of the State that may contract with any other State branches, departments, agencies, offices, commissions.

Required Insurance

Contract Party shall procure **Required Insurance** as defined herein:

- a. At the sole cost and expense of Contract Party.
- b. Obtain and maintain such **Required Insurance** in full force and effect during the entire term of the Contract until all obligations of Contract Party have been discharged, including any warranty periods or extended reporting periods, against claims that may arise out of, are alleged to arise out of, directly or indirectly, in whole or in part, from or in connection with the Contract and/or result from the performance of the Contract.
- c. Any deductible, self-insured retention, or form of self-insurance under the policies shall be the sole responsibility of the Contract Party and shall be disclosed to and acceptable to the State authorized personnel.
- d. Any required liability insurance policy that is to insure any form of products liability and/or completed operations exposure created by Contract Party must provide extended coverage as follows:
 1. When required liability insurance policy uses “Occurrence” coverage trigger (Including that known as “Reported Occurrence”):
 - a. Policy issued by same insurer for Contract Party as of effective date of Contract between State and Contract Party or by comparable insurer providing renewal insurance policy of 1-same coverage terms and conditions of prior expired policy or 2-coverage at least equal to that required by Contract.
 - b. Such coverage must be provided for a period of not less than five (5) years after the later of:
 - i. when the Contract has ended; or
 - ii. when products or services have been put to intended use; or
 - iii. when hardware, software, buildings, other physical structures or repairs have been put to intended use.
 - c. Such required insurance can be provided by annual insurance policies or by single runoff policy commonly referred to as “discontinued products or operations.”
 2. When required liability insurance policy uses any form of “claims-first made trigger:”
 - a. Policy issued by same insurer for Contract Party as of effective date of Contract between State and Contract Party or by comparable insurer providing renewal insurance policy of 1-same coverage terms and conditions of prior expired policy or 2-coverage at least equal to that required by Contract.
 - b. Provide coverage with a retroactive date on or before the effective date of the Contract or at the beginning of Contract work.
 - c. Such coverage must be provided for a period of not less than five (5) years after the later of:
 - i. when the Contract has ended; or
 - ii. when products or services have been put to intended use; or

- iii. when hardware, software, buildings, other physical structures or repairs have been put to intended use.
 - d. Such required insurance can be provided by annual insurance policies or by single runoff policy commonly referred to as “discontinued products or operations.”
- e. If “claims-first made” liability insurance policy is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract date, the Contract Party must purchase extended reporting coverage for a minimum of five (5) years after completion of work.
- f. **Required Insurance** limits to be provided by single insurance policy or through “follow form primary” layered excess insurance policies to obtain overall required limit(s).
- g. Contract Party’s subcontractors to maintain same insurance.
- h. Any insurance obtained by Contract Party that includes an “insured vs. insured” exclusion must be revised to exclude State as Additional Insured.
- i. State Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional more extensive coverage for any individual requirement and can modify types of insurance and revise limits required of Contract Party at any time during the term of this Contract.

Required Insurance:

1. Commercial General Liability Insurance. Commercial General Liability Insurance (“CGL”) based on Insurance Services Office (“ISO”) most recent version of Commercial General Liability policy form CG00 01, or its equivalent:
 - a. Covering bodily injury (including death), broad form property damage, personal and advertising injury, independent contractors, products and completed operations and contractual liability.
 - b. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence, \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate.
 - d. The general aggregate must be on a “per project” or “per location” basis.
 - e. Shall include waiver of subrogation in favor of State.
 - f. Include State as additional insureds on a primary and non-contributory basis.
 - g. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds on a primary and non-contributory basis and a waiver of subrogation in favor of the State⁷. All endorsements shall be subject to review and approval by the authorized State personnel.
2. Automobile Liability Insurance. Automobile Liability Insurance based on ISO most recent version of Business Automobile Policy (“BAP”) CA 00 01, or its equivalent:
 - a. Covering bodily injury and property damage for any vehicles used in conjunction with the performance of this Contract including owned, non-owned, and hired vehicles.
 - b. If a Contract Party does not own any vehicle at any time during the duration of this Contract then the Contract Party can seek hired and non-owned automobile coverage as provided by BAP or by hired non-owned automobile coverage endorsement to CGL.
 - c. At a minimum Contract Party must maintain hired and non-owned automobile coverage for the full duration of this Contract.

⁷ Any time Contract Party is responsible for construction of any kind the additional status for State shall include additional Insured-products/completed operations in addition to additional insured-premises/operations.

- d. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence.
 - e. Shall include waiver of subrogation in favor of State.
 - f. Include State as additional insureds on a primary and non-contributory basis.
 - g. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds on a primary and non-contributory basis and a waiver of subrogation in favor of the State. All endorsements shall be subject to review and approval by the authorized State personnel
3. Workers' Compensation and Employers' Liability.
- a. Statutory coverage as required by the workers' compensation laws of the State of Rhode Island, plus any applicable state law other than State of Rhode Island if employee(s) state of hire is other than State of Rhode Island or employee(s) work related to the Contract is not in the State of Rhode Island.
 - b. Policy form based on NCCI or its equivalent.
 - c. Employers' Liability with minimum limits of \$100,000 each accident, \$100,000 disease or policy limit and \$100,000 each employee or minimum amount necessary for Contract Party.
 - d. A Contract Party neither eligible for, nor entitled to, Worker's Compensation who is an independent Contract Party under Rhode Island law must comply with the statutory procedure precluding an independent Contract Party from bringing a workers' compensation claim against the State.
 - e. Policy to include waiver of subrogation in favor of State.
 - f. The Contract Party shall submit a copy of any policy endorsement or blanket endorsement evidencing the waiver of subrogation in favor of the State. All endorsements shall be subject to review and approval by the State authorized personnel.

If Contract Party's technology, hardware, software or professional services to State **does not provide Contract Party access to Confidential Information** as defined in Number 5(a) below:

4. Technology Errors and Omissions Coverage. Technology Errors and Omissions Insurance covering any damages caused by any error, omission, wrongful act or breach of Contract by Contract Party. Coverage to include, but not be limited to: product failure, security failure, professional liability, intellectual property infringement and personal injury if limited or uninsured under commercial general liability insurance. Combined single limit per occurrence shall not be less than \$5,000,000. Annual aggregate shall not be less than \$5,000,000.

If Contract Party's technology, hardware, software, or professional services to State **does provide Contract Party with access to Confidential Information** as defined in Number 5(a) below:

5. Information Technology/Cyber Privacy. Errors and Omission Insurance covering damages to Insured Parties caused by any error, omission, wrongful act or breach of Contract in performance of contracted professional services by Contractor.
- a. Such insurance to have minimum limits of \$5,000,000 per occurrence and \$5,000,000 annual aggregate. If Contract Party provides: a) key back office services Contract Party shall have a minimum limit of \$10,000,000 per occurrence and \$10,000,000 annual aggregate; b) if Contract Party has access to Protected Health Information as defined in HIPAA and its implementing regulations, Personal Information as defined in in R.I. Gen. Laws § 11-49.3-1, *et seq.*, or as otherwise defined in the Contract (together Confidential Information"), Contract Party shall have as a minimum the per occurrence,

per annual aggregate, the total rounded product of projected number of persons data multiplied by \$25 per person breach response expense per occurrence; but no less than \$5,000,000 per occurrence, per annual aggregate; or, c) if the Contract Party provides or has access to mission critical services, network architecture and/or the totality of confidential data \$20,000,000 per occurrence and in the annual aggregate.

- b. Such insurance to include insuring agreements as identified below either as modules in master policy or as separate insurance policies.

Information Technology

Minimum coverage for Contract Party is liability insuring agreements for loss resulting from: (1) technology services, (2) technology products, (3) media content, (4) network security breaches and breach expenses incurred by State.

Cyber/Privacy Insurance

Coverage for Contract Party to include:

- i. Regulatory liability;
 - ii. Information security and privacy, regardless of the media involved;
 - iii. Network interruption and/or business interruption;
 - iv. Digital asset loss of State;
 - v. Event breach costs including but not limited to crisis management (such as forensic investigation, legal fees), public relations, notification costs, call center operation costs, credit file monitoring and identity theft insurance;
 - vi. Placing and lifting of security freezes;
 - vii. Cyber extortion;
 - viii. Online media liability (i.e. including but not limited to website content);
 - ix. Costs to defend, including but limited attorney fees and settle; and,
 - x. Fines and penalties when insurable under appropriate state or federal law.
- c. Coverage to include but not be limited to damage by Contract Party to States' records (whether e-data or other) product failure, security failure, privacy failure of e-data records, privacy failure of other than e-data records, intellectual property infringement, and personal injury as customarily insured by this type of insurance policy.

Crime Insurance as applicable to the procurement or solicitation:

- 6. Crime Insurance. Crime Insurance to cover dishonest acts of Contract Party that result in a loss of any State property, including funds or securities of any kind, plus any other entity or person's property, including funds or securities of any kind, entrusted to the State that is in the custody or control of the Contract Party. The policy shall:
 - a. Include insuring agreements for employee dishonesty, forgery/alteration, theft of money and securities, robbery and safe burglary, money order and counterfeit currency, computer crime and funds transfer fraud.
 - b. Include an endorsement for "Client's Property" using ISO form CR04010813 or the equivalent.
 - c. Have minimum combined limits of not less than \$500,000 per occurrence; however, in no instance shall the combined limits be less than fifty per cent (50%) of the value of the Contract or based on the amount of funds that may be diverted, whichever is greater.
 - d. Name the State as loss payee based on ISO CR20141010 or the equivalent.
 - e. Not contain a condition requiring an arrest.
 - f. When Contract Party has custody of State funds in excess of \$250,000 then Contract Party must have crime coverage commonly referred to as Social Engineering Fraud

("SEF") in an amount equal to Computer Crime limit and/or Fraudulent Funds Transfer limit.

All Required Insurance shall be:

1. Placed with insurers:
 - a. Authorized to do business in Rhode Island.
 - b. Rated "A-," class X or better by A.M. Best Company, Inc.
 - c. Any insurer with a lesser financial rating must be approved by the authorized State personnel.
2. The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary.
3. As evidence of the insurance required by this Contract, the Contract Party shall furnish to State Certificates of Insurance, including confirmation of all required policy endorsements including, but not limited to, additional insured endorsements:
 - a. In form acceptable to the State to the Department of Administration, Division of Purchases prior to a Division of Purchases award. Failure to comply with this provision may result in rejection of the bid offer.
 - b. All certificates of insurance, whenever issued, shall include the requirement of the insurer for thirty (30) days advance written notice of cancellation or non-renewal of any insurance policy to Department of Administration, Division of Purchases Attn: Purchasing Agent, One Capitol Hill, Providence, RI 02908. Contract Party shall also immediately notify the State if the Required Insurance is cancelled, non-renewed, potential exhaustion of policy limits or otherwise changed.
 - c. Certificates of Insurance and required endorsements shall thereafter be submitted annually or earlier upon expiration and renewal of any of the policies.
 - d. All Certificates of Insurance and to the extent possible endorsements shall reference the State procurement number.
 - e. State retains the right to demand a certified copy of any **Required Insurance** policy, Certificate of Insurance or endorsement.
4. The Contract Party shall be responsible to obtain and maintain insurance on any real or personal property owned, leased or used by State that is in the care, custody or control of Contract Party. All property insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the State.
5. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contract Party for the Contract Party's operations. These are solely minimums that have been established to protect the interest of the State.
3. State shall be indemnified and held harmless as required by the Contract and to the full extent of any coverage actually secured by the Contract Party in excess of the minimum requirements set forth above.
4. The Contract Party shall use at its own risk and insure at its own cost any of its owned, leased or used real or personal property. All such insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the State.
8. The Contract Party shall comply with any other insurance requirements including, but not limited to, additional coverages or limits contained in the procurement or solicitation.
9. Failure to comply with these Insurance Requirements is a material breach entitling the State to terminate or suspend the Contract immediately.

10. These Insurance Requirements shall survive expiration or termination of the Contract.