## Additional Information Regarding Vendors Performing Work in Replacement of State Employees

This document contains copies of purchase order contracts obtained by OMB by which a nongovernmental person or entity agrees with any department, commission, board, council, agency, or public corporation to provide services, valued at one hundred fifty thousand dollars (\$150,000) or more, which are substantially similar to and in replacement of work normally performed by an employee of the department, commission, board, council, agency or public corporation. For additional supporting contract documents, you may submit a public records request to the Department of Administration in accordance with the Rhode Island Access to Public Records Act ("APRA"), R.I. Gen. Laws § 38-2-1 et seq. APRA forms, procedures and other information for the Department of Administration are available at http://www.admin.ri.gov/publicrecords/index.php.

Fiscal Year: FY21

**Agency: Executive Office Of Health And Human Services** 

**Vendor Name: AUTOMATED HEALTH SYSTEMS INC** 

**Total Amount Paid to Vendor for Services:** \$10,878,865.75

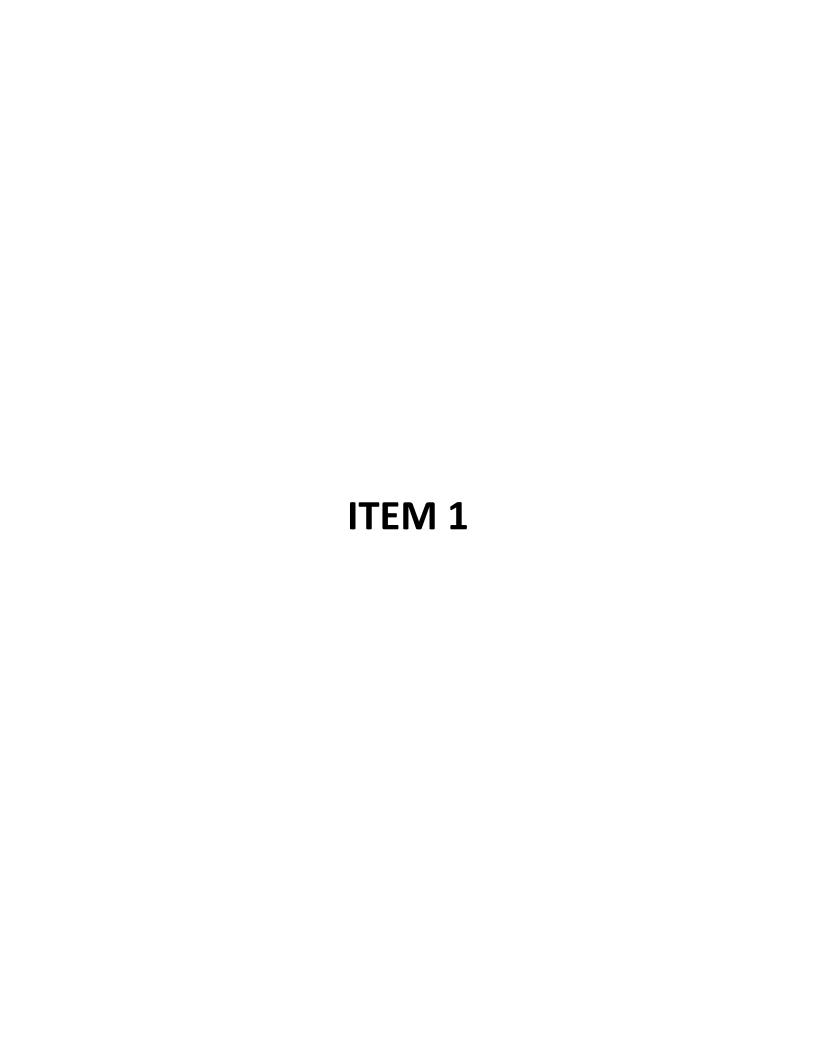
**Summary of Services Rendered to Agency:** 

Identifying Code		e Service Type D		Amount	Notes
PO	3453419	Information Technology Services:		\$ 315,192.00	
		General			
PO	3453419	Information Technology: System		\$ 10,563,673.75	
		Support			

Note: Some of the above payments may have been made under the terms of a master price agreement (MPA). MPAs are solicited as requests for proposals or requests for quotes and may have cap limits for pricing and cap limits for project cost. MPAs provide agencies with access to qualified vendors, expedited process, and opportunities for mini-bids. Such purchases are made directly under the MPA and do not require a separate and unique contract. All MPAs are public and can be viewed at http://www.purchasing.ri.gov/MPA/MPASearch.aspx.

#### **Contents:**

Item Number	Docu	ıment ID	Description	Notes
Item 1	РО	3453419	Purchase Order contract	



## **Notice of Blanket Purchase Agreement**



State Of Rhode Island Department of Administration Division of Purchases One Capitol Hill Providence, RI 02908-5860

V	
E	AUTOMATED HEALTH SYSTEMS INC
N	9370 MCKNIGHT RD STE 300
D	PITTSBURGH, PA 15237-5953
O	United States
R	

S H I P T O	EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES 74 WEST ROAD CRANSTON, RI 02920 United States
----------------------------	---

APA-15995 RI EOHHS HSRI CONTACT CENTER - EOHHS/HSRI		
Award Number	3453419	
Revision Number	17	
Effective Period	10-FEB-2016 -	
	31-MAR-2022	
Approved PO Date	24-DEC-2020	
Vendor Number	49132-iSupplier	

	+OTTTED
Type of Requisition	*OTHER
Requisition Number	1434202
Change Order	EOHHS20028MRN142
Requisition Number	
Solicitation Number	7549937
Freight	Paid
Payment Terms	NET 30
Buyer	Lennon, Nina
	-
Requester Name	Paolissi, Alice
Work Telephone	401-574-8593

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's General Conditions of Purchase which are incorporated herein by reference contain specific contract terms applicable to this Purchase Order. See: https://rules.sos.ri.gov/regulations/part/220-30-00-13

CHANGE TO PO #3453419 DATED 12/21/2020 AGENCY DOC ID# EOHHS20028MRN142

CURRENT CONTRACT VALUE: \$82,076,198.94 INCREASED CONTROL VALUE: \$117,070.00 REVISED CONTRACT VALUE: \$82,193,268.94

CHANGED BUYER

FROM: DAWN VITTORIOSO

TO: NINA LENNON

## **INVOICE TO**

IMMEDIATE VENDOR ACTION REQUIRED:

Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at :

http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative\_09-01-2020.pdf

## REGISTRATION REQUIREMENTS

IMMEDIATE VENDOR ACTION REQUIRED:

ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at :

https://www.ridop.ri.gov/osp/osp-vendor-registration.php

STATE PURCHASING AGENT

Nancy D McIntiro

## INCREASED CONTRACT PER ATTACHED AMENDMENT #13 DATED 12/18/2020

THE STATE OF RHODE ISLAND'S GENERAL CONDITIONS OF PURCHASE. https://rules.sos.ri.gov/regulations/part/220-30-00-13

AGENCY CONTACT: MICHELLE NICOTERO 401-462-6850

Reference Documents: 3453419 AD#13.pdf

Line	Description	Unit	Unit Price (USD)
1	APA-15995 FY16-17 EOHHS HSRI CONTACT CENTER STAFF	Each	1
1	RECRUITMENT, TRAINING, IT DEVELOPMENT - NOT TO	Lacii	1
	EXCEED \$1,238,291.00		
1.1	APA-15995 FY17-18 EOHHS HSRI CONTACT CENTER STAFF	Each	1
1.1	RECRUITMENT, TRAINING, IT DEVELOPMENT - NOT TO	Laci	-
	EXCEED \$1,238,291.00		
1.2	APA-15995 FY18-19 EOHHS HSRI CONTACT CENTER STAFF	Each	1
1.2	RECRUITMENT, TRAINING, IT DEVELOPMENT - NOT TO	zuen	_
	EXCEED \$1,238,291.00		
1.3	APA-15995 EOHHS HSRI CONTACT CENTER STAFF	Each	1
	RECRUITMENT, TRAINING, IT DEVELOPMENT - NOT TO		_
	EXCEED \$1,238,291.00		
1.4	APA-15995 FY 20 EOHHS HSRI CONTACT CENTER STAFF	Each	1
	RECRUITMENT, TRAINING, IT DEVELOPMENT - NOT TO		
	EXCEED \$1,238,291.00		
2	APA-15995 FY16-17 EOHHS HSRI CONTACT CENTER	Each	1
	PERSONNEL - NOT TO EXCEED \$7,407,710.00		
2.1	APA-15995 FY17-18 EOHHS HSRI CONTACT CENTER	Each	1
	PERSONNEL - NOT TO EXCEED \$7,407,710.00		
2.2	APA-15995 FY18-19 EOHHS HSRI CONTACT CENTER	Each	1
	PERSONNEL - NOT TO EXCEED \$7,407,710.00		
2.3	APA-15995 EOHHS HSRI CONTACT CENTER PERSONNEL - NOT	Each	1
	TO EXCEED \$7,407,710.00		
2.4	APA-15995 FY 20EOHHS HSRI CONTACT CENTER PERSONNEL -	Each	1
	NOT TO EXCEED \$7,407,710.00		
3	APA-15995 FY16-17 EOHHS HSRI CONTACT CENTER IT AND	Each	1
	TELECOMMUNICATIONS - NOT TO EXCEED \$1,873,960.00		
3.1	APA-15995 FY17-18 EOHHS HSRI CONTACT CENTER IT AND	Each	1
	TELECOMMUNICATIONS - NOT TO EXCEED \$1,873,960.00		
3.2	APA-15995 FY18-19 EOHHS HSRI CONTACT CENTER IT AND	Each	1

## **INVOICE TO**

IMMEDIATE VENDOR ACTION REQUIRED:

Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at:

http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative\_09-01-2020.pdf

## REGISTRATION REQUIREMENTS

IMMEDIATE VENDOR ACTION REQUIRED:

ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at :

https://www.ridop.ri.gov/osp/osp-vendor-registration.php

# STATE PURCHASING AGENT

3.3			(USD)
2 2			
22	TELECOMMUNICATIONS - NOT TO EXCEED \$1,873,960.00		
3.3	APA-15995 EOHHS HSRI CONTACT CENTER IT AND	Each	1
	TELECOMMUNICATIONS - NOT TO EXCEED \$1,873,960.00		
3.4	APA-15995 FY 20 EOHHS HSRI CONTACT CENTER IT AND	Each	1
	TELECOMMUNICATIONS - NOT TO EXCEED \$1,873,960.00		
4	APA-15995 FY16-17 EOHHS HSRI CONTACT CENTER	Each	1
4.4	FACILITIES AND OCCUPANCY - NOT TO EXCEED \$914,160.00		
4.1	APA-15995 FY17-18 EOHHS HSRI CONTACT CENTER	Each	1
	FACILITIES AND OCCUPANCY - NOT TO EXCEED \$914,160.00		
4.2	APA-15995 FY18-19 EOHHS HSRI CONTACT CENTER	Each	1
	FACILITIES AND OCCUPANCY - NOT TO EXCEED \$914,160.00		
4.3	APA-15995 EOHHS HSRI CONTACT CENTER FACILITIES AND	Each	1
	OCCUPANCY - NOT TO EXCEED \$914,160.00		
4.4	APA-15995 FY 20 EOHHS HSRI CONTACT CENTER FACILITIES	Each	1
	AND OCCUPANCY - NOT TO EXCEED \$914,160.00		
5	APA-15995 FY16-17 EOHHS HSRI CONTACT CENTER OTHER	Each	1
	(OFFICE SUPPLIES, STAFF TRAINING MATERIALS, POSTAGE,		
	AUDIT INSURANCE, PRINTING/COPYING AND OTHER MISC.		
- 1	DIRECT COSTS) - NOT TO EXCEED \$1,054,660.00		
5.1	APA-15995 FY17-18 EOHHS HSRI CONTACT CENTER OTHER	Each	1
	(OFFICE SUPPLIES, STAFF TRAINING MATERIALS, POSTAGE,		
	AUDIT INSURANCE, PRINTING/COPYING AND OTHER MISC.		
<i>5</i> 2	DIRECT COSTS) - NOT TO EXCEED \$1,054,660.00		1
5.2	APA-15995 FY18-19 EOHHS HSRI CONTACT CENTER OTHER	Each	1
	(OFFICE SUPPLIES, STAFF TRAINING MATERIALS, POSTAGE,		
	AUDIT INSURANCE, PRINTING/COPYING AND OTHER MISC.		
5.3	DIRECT COSTS) - NOT TO EXCEED \$1,054,660.00  APA-15995 EOHHS HSRI CONTACT CENTER OTHER (OFFICE	Each	1
5.5	SUPPLIES, STAFF TRAINING MATERIALS, POSTAGE, AUDIT	Each	1
	INSURANCE, PRINTING/COPYING AND OTHER MISC. DIRECT		
	COSTS) - NOT TO EXCEED \$1,054,660.00		
5.4	APA-15995 FY 20 EOHHS HSRI CONTACT CENTER OTHER	Each	1
<b>3.4</b>	(OFFICE SUPPLIES, STAFF TRAINING MATERIALS, POSTAGE,	Each	1
	AUDIT INSURANCE, PRINTING/COPYING AND OTHER MISC.		
	DIRECT COSTS) - NOT TO EXCEED \$1,054,660.00		
6	APA-15995 FY16-17 EOHHS HSRI CONTACT CENTER (100%	Each	1
U	EOHHS WORK) PERSONNEL - NOT TO EXCEED \$334,463.70	Lacii	1
6.1	APA-15995 FY17-18 EOHHS HSRI CONTACT CENTER (100%	Each	1
0.1	EOHHS WORK) PERSONNEL - NOT TO EXCEED \$334,463.70	Latii	1
6.2	APA-15995 FY18-19 EOHHS HSRI CONTACT CENTER (100%	Each	1
U.2	EOHHS WORK) PERSONNEL - NOT TO EXCEED \$334,463.70	LaCII	1
6.3	APA-15995 EOHHS HSRI CONTACT CENTER (100% EOHHS	Each	1

## **INVOICE TO**

IMMEDIATE VENDOR ACTION REQUIRED:

Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at:

 $http://controller.admin.ri.gov/documents/Communications/Vendor\%20Information/Paperless\%20Invoicing\%20Initiative\_09-01-2020.pdf$ 

## REGISTRATION REQUIREMENTS

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https://www.ridop.ri.gov/osp/osp-vendor-registration.php

# STATE PURCHASING AGENT

Line	Description	Unit	Unit Price (USD)
	WORK) PERSONNEL - NOT TO EXCEED \$334,463.70		
6.4	APA-15995 FY 20 EOHHS HSRI CONTACT CENTER (100% EOHHS WORK) PERSONNEL - NOT TO EXCEED \$334,463.70	Each	1
7	APA-15995 FY16-17 EOHHS HSRI CONTACT CENTER (100%	To all	1
/	· · · · · · · · · · · · · · · · · · ·	Each	1
	EOHHS WORK) IT AND TELECOMMUNICATION - NOT TO EXCEED \$25,000.05		
7.1	APA-15995 FY17-18 EOHHS HSRI CONTACT CENTER (100%	Each	1
/.1	EOHHS WORK) IT AND TELECOMMUNICATION - NOT TO	Each	1
	EXCEED \$25,000.05		
7.2	APA-15995 FY18-19 EOHHS HSRI CONTACT CENTER (100%	Each	1
1.2	EOHHS WORK) IT AND TELECOMMUNICATION - NOT TO	Lacii	1
	EXCEED \$25,000.05		
7.3	APA-15995 EOHHS HSRI CONTACT CENTER (100% EOHHS	Each	1
,	WORK) IT AND TELECOMMUNICATION - NOT TO EXCEED	Lucii	_
	\$25,000.05		
7.4	APA-15995 FY20 EOHHS HSRI CONTACT CENTER (100% EOHHS	Each	1
	WORK) IT AND TELECOMMUNICATION - NOT TO EXCEED		
	\$25,000.05		
8	APA-15995 FY16-17 EOHHS HSRI CONTACT CENTER (100%	Each	1
	EOHHS WORK) OTHER - NOT TO EXCEED \$4,727.40		
8.1	APA-15995 FY17-18 EOHHS HSRI CONTACT CENTER (100%	Each	1
	EOHHS WORK) OTHER - NOT TO EXCEED \$4,727.40		
8.2	APA-15995 FY19 EOHHS HSRI CONTACT CENTER (100% EOHHS	Each	1
	WORK) OTHER - NOT TO EXCEED \$4,727.40		
8.3	APA-15995 EOHHS HSRI CONTACT CENTER (100% EOHHS	Each	1
	WORK) OTHER - NOT TO EXCEED \$4,727.40		
8.4	APA-15995 FY 20 EOHHS HSRI CONTACT CENTER (100% EOHHS	Each	1
	WORK) OTHER - NOT TO EXCEED \$4,727.40		
9	APA-15995 FY16-17 SUB-NFP CUSTOMER SERVICE - NOT TO	Each	1
0.1	EXCEED \$362,742.84		
9.1	APA-15995 FY17-18 SUB-NFP CUSTOMER SERVICE - NOT TO	Each	1
9.2	EXCEED \$362,742.84  APA-15995 FY18-19 SUB-NFP CUSTOMER SERVICE - NOT TO	TZI-	1
9.2	EXCEED \$362,742.84	Each	1
9.3	APA-15995 SUB-NFP CUSTOMER SERVICE - NOT TO EXCEED	Each	1
9.3	\$362,742.84	Lacii	1
9.4	APA-15995 FY 20 SUB-NFP CUSTOMER SERVICE - NOT TO	Each	1
·· <b>T</b>	EXCEED \$362,742.84	Lati	1
10	APA-15995 FY16-17 SUB-NFP ADMINISTRATIVE FEE 25% - NOT	Each	1
	TO EXCEED \$90,685.71	Dati	•
10.1	APA-15995 FY17-18 SUB-NFP ADMINISTRATIVE FEE 25% - NOT	Each	1
	TO EXCEED \$90.685.71		

## **INVOICE TO**

IMMEDIATE VENDOR ACTION REQUIRED:

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## STATE PURCHASING AGENT

Line	Description	Unit	Unit Price (USD)
10.2	APA-15995 FY18-19 SUB-NFP ADMINISTRATIVE FEE 25% - NOT	Each	1
10.2	TO EXCEED \$90,685.71		1
10.3	APA-15995 SUB-NFP ADMINISTRATIVE FEE 25% - NOT TO	Each	1
10.4	EXCEED \$90,685.71  APA-15995 FY 20 SUB-NFP ADMINISTRATIVE FEE 25% - NOT TO	Each	1
10.4	EXCEED \$90,685.71	Lacii	1
11	APA-15995 FY16-17 MEDICAID VERIFICATION BACK LOG - NTE	Each	1
11	\$2,470,466.00	Euch	1
11.1	APA-15995 FY17-18 MEDICAID VERIFICATION BACK LOG - NTE	Each	1
	\$2,470,466.00		
11.2	APA-15995 FY18-19 MEDICAID VERIFICATION BACK LOG - NTE	Each	1
	\$2,470,466.00		
11.3	APA-15995 MEDICAID VERIFICATION BACK LOG - NTE	Each	1
	\$2,470,466.00		
11.4	APA-15995 FY 20 MEDICAID VERIFICATION BACK LOG - NTE	Each	1
	\$2,470,466.00		
12	APA-15995 FY17-18 MEDICAID OPEN ENROLLMENT - NTE	Each	1
	\$32,616.00		
12.1	APA-15995 FY18-19 MEDICAID OPEN ENROLLMENT - NTE	Each	1
	\$32,616.00		
12.2	APA-15995 MEDICAID OPEN ENROLLMENT - NTE \$32,616.00	Each	1
12.3	APA-15995 FY 20 MEDICAID OPEN ENROLLMENT - NTE	Each	1
12	\$32,616.00		
13	APA-15995 FY17-18 UAT - NTE \$129,384.87	Each	1
13.1	APA-15995 FY18-19 UAT - NTE \$129,384.87	Each	1
13.2	APA-15995 UAT - NTE \$129,384.87	Each	1
13.3	APA-15995 FY20 UAT - NTE \$129,384.87	Each	1
14	APA-15995 FY18-19 CA #7 DHS HUMAN TRIAGE - NTE \$341,016.00	Each	1
14.1	APA-15995 CA #7 DHS HUMAN TRIAGE - NTE \$341,016.00	Each	1
14.2	APA-15995 FY20 CA #7 DHS HUMAN TRIAGE - NTE \$341,016.00	Each	1
15	APA-15995 FY20 RHO TRANSITION CALL CENTER SERVICES-	Each	1
	NOT TO EXCEED \$1,026,713.22		

## **INVOICE TO**

IMMEDIATE VENDOR ACTION REQUIRED:

Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at :

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## REGISTRATION REQUIREMENTS

IMMEDIATE VENDOR ACTION REQUIRED:

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https://www.ridop.ri.gov/osp/osp-vendor-registration.php

# STATE PURCHASING AGENT

## **Contract Terms and Conditions**

## **Table of Contents**

Terms and Conditions	
PURCHASE ORDER STANDARD TERMS AND CONDITIONS	
TERMS AND CONDITIONS FOR THIS PURCHASE ORDER	
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BLANKET PAYMENT	
EQUAL OPPORTUNITY COMPLIANCE	
PURCHASE AGREEMENT AWARD	
CAMPAIGN FINANCE COMPLIANCE	
TERMS AND CONDITIONS OF PRICING AGREEMENT	

#### **Terms and Conditions**

#### PURCHASE ORDER STANDARD TERMS AND CONDITIONS

#### TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

## 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.

#### AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

## **BLANKET PAYMENT**

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

#### **EQUAL OPPORTUNITY COMPLIANCE**

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

#### PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing

activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

#### **CAMPAIGN FINANCE COMPLIANCE**

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at: https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx

#### ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at <a href="https://www.purchasing.ri.gov">www.purchasing.ri.gov</a>.

## **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.

### TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

#### ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**<u>DELIVERY</u>** If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

**INVOICING** All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

<u>PAYMENT</u> - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

Page 9 of 9

# AMENDMENT #13 TO AGREEMENT BETWEEN STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS HEALTHSOURCE RI EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES AND

This Amendment #13 ("Amendment") to the Health Insurance Contact Center Management and Support Services Agreement, RFP Number 7549937, as amended (the "Agreement"), is made and entered into on the 1<sup>st</sup> day of September, 2020 ("Effective Date") by and between the State of Rhode Island and Providence Plantations acting by and through HealthSource RI and the Executive Office of Health and

AUTOMATED HEALTH SYSTEMS, INC.

WHEREAS, at the request of the State, Contractor ceased performing stage 1 human triage for the DHS Call Center on April 15, 2019.

Human Services (collectively "the State") and Automated Health Systems, Inc. ("Contractor" or "AHS").

WHEREAS, at the request of the State, Contractor began performing stage 1 human triage for the DHS Call Center again on June 1, 2020.

WHEREAS, Contractor wishes to continue performing stage 1 human triage for the DHS Call Center through December 31, 2020.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PAR. 6. BUDGET. This Amendment #13 increases the contract control value to \$82,193,268.94.

This Amendment #13 contract control value increase is \$117,070.00. Such amount shall be paid as set forth in Attachment A, which is attached hereto and incorporated herein.

- 2. ADDENDUM I STATEMENT OF WORK. Contractor shall continue to perform Stage 1 human triage for the DHS Call Center, as set forth in section 2.2.24(d) (added by Amendment #11) between September 1, 2020 and December 31, 2020. The State may terminate the Stage 1 human triage services at any time upon 30 days' advance written notice to Contractor.
- 3. MISCELLANEOUS TERMS AND CONDITIONS. Except as otherwise amended herein, the State and Contractor agree that the Agreement, as previously amended, is hereby affirmed and continues in full force and effect. All reference to the "Agreement" shall be deemed to be references to the Agreement as amended by this Amendment. In the event of any inconsistency between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.
- 4. **DEFINITIONS.** Except as otherwise defined herein or as capitalized in ordinary usage, all capitalized terms used herein shall have the same meaning as set forth for such terms in the Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and this Amendment made legally binding upon the issuance of a valid Change Order by the State of Rhode Island as follows:

Benjamin  Shaffer  Distally signed by Benjamin Shaffer Dist. cn=Benjamin Shaffer, o=EOHHS, ou=Ri Medicaid, mail-benjamin.shaffer@ohhs.rl.gov, c=US Date: 2020.12.21 14:32:15-05'00'  Benjamin Shaffer Medicaid Director Executive Office of Health and Human Services	Lindsay M. Lang Director HealthSource RI
Date	<u>12/18/2020</u> Date
Name: Joseph P. Com III  Title: CFO  Automated Health Systems, Inc.  12/7/20  Date	

Attachment A (added by Amendment #13)

\$117,070.00	\$29,267.50	\$29,267.50	\$29,267.50	\$29,267.50			Total	
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\$0.00							KHO Transition Call Center Services	3
\$117,070.00	\$29,267.50	\$29,267.50	\$29,267.50	\$29,267.50	12/31/20	03/110/60	Dris minan mage	14
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\$0.00							TIAT	13
30.00							Medicaid Open Enrollment	12
00.00							Medicaid Verfication Backlog	11
00.00							Sub-NFP-Administrative Fee	10
00.00							Sub-NFP-Customer	6
00.00						-	Other ICI	&
90.00							IT and Telecommunications ICI	7
00.00							Personnel ICI	9
\$0.00							Other Costs	5
90.00							Facilities	4
90.00							Telecommunications	3
00 06							Personnel	2
							Recruite/Train/IT Devel	-
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Total Amend 13	Dec-20	Nov-20	0 et-20	Sep-20	End Date	Start Date	Project Key Milestones	

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