Notice of Blanket Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

CONNEXTIONS INC
3600 ECOMMERCE PL
ORLANDO, FL 32808

United States

RHODE ISLAND HEALTH INSURANCE CONTACT CENTER

Award Number 3330644

Effective Period: 21-JUN-13 - 31-DEC-15

SHIP TO				INVOICE
GOV ADMINISTRATIVE SERVICES STATE HOUSE, ROOM 119 82 SMITH ST PROVIDENCE,RI 02903 United States	**Date:** 26-JUN-13 **Buyer:** D Francis **Shipping:** Paid **Terms:** NET 30 **Vendor #** 43852			DOA CONTROLLER ONE CAPITOL HILL, 4TH FLOOR SMITH ST PROVIDENCE,RI 02908 United States

Department	Type of Requisition	Bid Number	Requisition Number
ED		7461348 ~~N/A~~	1308320

Line	Item	Item Description	Unit	Unit Price
		6/21/13 - 12/31/15 WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE-YEAR EXTENSIONS TO BE EXERCISED AT THE OPTION OF THE STATE. RHODE ISLAND HEALTH INSURANCE CONTACT CENTER IN ACCORDANCE WITH THE PROVISIONS OF RFP #7461348 AND THE ATTACHED AGREEMENT BETWEEN RHODE ISLAND HEALTH BENEFITS EXCHANGE IN THE OFFICE OF THE GOVERNOR LINCOLN CHAFEE ("EXCHANGE") - IN COLLABORATION WITH THE OFFICE OF THE HEALTH INSURANCE COMMISSIONER (OHIC), EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES (EOHHS), AND THE DEPARTMENT OF HUMAN SERVICES (DHS) AND CONNEXTIONS, INC. (THE AGREEMENT) WHICH, IN CONFLICT, ARE SUBSERVIENT TO THE STATE'S GENERAL CONDITIONS OF PURCHASE. NOT TO EXCEED - $23,966,866.00		
1		APA-12644 - 6/21/13-12/31/15 - MILESTONE 1 COMPLETION 10/1/13 PERSONNEL COSTS	Each	1
2		APA-12644 - 6/21/13-12/31/15 - MILESTONE 1 COMPLETION 10/1/13 OPERATING COSTS	Each	1
3		APA-12644 - 6/21/13-12/31/15 - MILESTONE 1 COMPLETION 10/1/13 ADM. AND MGT. COSTS	Each	1
4		APA-12644 - 6/21/13-12/31/15 - MILESTONE 2 COMPLETION 1/1/14 PERSONNEL COSTS	Each	1
5		APA-12644 - 6/21/13-12/31/15 - MILESTONE 2 COMPLETION 1/1/14 OPERATING COSTS	Each	1

STATE PURCHASING AGENT

Lorraine A. Hynes

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PURCHASES

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82 SMITH ST
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Date: 26-JUN-13
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Shipping: Paid
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INVOICE
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SMITH ST
PROVIDENCE,RI 02908
United States

Department	Type of Requisition	Bid Number	Requisition Number
ED		7461348 N/A	1308320

Line	Item	Item Description	Unit	Unit Price
6		APA-12644 - 6/21/13-12/31/15 - MILESTONE 2 COMPLETION 1/1/14 ADM. AND MGT. COSTS	Each	1
7		APA-12644 - 6/21/13-12/31/15 - SPECIALIST - ENGLISH	Hour	34.3
8		APA-12644 - 6/21/13-12/31/15 - SPECIALIST - SPANISH	Hour	38.5
9		APA-12644 - 6/21/13-12/31/15 - OVERTIME SPECIALIST - ENGLISH	Hour	52.5
10		APA-12644 - 6/21/13-12/31/15 - OVERTIME SPECIALIST - SPANISH	Hour	57.75
11		APA-12644 - 6/21/13-12/31/15 - SUPERVISOR	Hour	40.25
12		APA-12644 - 6/21/13-12/31/15 - TEAM LEAD RATE	Hour	40.25
13		APA-12644 - 6/21/13-12/31/15 - SPECIALIZED B2B SHOP STAFF	Hour	35
14		APA-12644 - 6/21/13-12/31/15 - PRODUCTION NEW HIRE TRAINING RATE	Hour	35
15		APA-12644 - 6/21/13-12/31/15 - PRODUCTION TRAINING RATE	Hour	35
16		APA-12644 - 6/21/13-12/31/15 - TRAINING STAFF RATE	Hour	34.3
17		APA-12644 - 6/21/13-12/31/15 - QUALITY ASSURANCE STAFF PRODUCTION	Hour	40.25
18		APA-12644 - 6/21/13-12/31/15 - WFM ANALYST STAFF PRODUCTION	Hour	40.25
19		APA-12644 - 6/21/13-12/31/15 - OPTIONAL SPECIALIZED SME	Hour	35
20		APA-12644 - 6/21/13-12/31/15 - PER MINUTE	Each	1
21		APA-12644 - 6/21/13-12/31/15 - CALL RECORDING	Each	1
22		APA-12644 - 6/21/13-12/31/15 - OUTBOUND DIALER	Each	1
23		APA-12644 - 6/21/13-12/31/15 - LANGUAGE LINE	Each	1
24		APA-12644 - 6/21/13-12/31/15 - 50 OR FEWER NAMED USERS	Each	1
25		APA-12644 - 6/21/13-12/31/15 - 51 TO 100 NAMED USERS	Each	1
26		APA-12644 - 6/21/13-12/31/15 - 101-300 NAMED USERS	Each	1
27		APA-12644 - 6/21/13-12/31/15 - 301-500 NAMED USERS	Each	1

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Award Number 3330644

Effective Period: 21-JUN-13 - 31-DEC-15

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GOV ADMINISTRATIVE SERVICES STATE HOUSE, ROOM 119 82 SMITH ST PROVIDENCE,RI 02903 United States	**Date:** 26-JUN-13 **Buyer:** D.Francis **Shipping:** Paid **Terms:** NET 30 **Vendor #** 43852			DOA CONTROLLER ONE CAPITOL HILL, 4TH FLOOR SMITH ST PROVIDENCE,RI 02908 United States	

Department	Type of Requisition	Bid Number	Requisition Number
ED		~~7461348~~ NA	1308320

Line	Item	Item Description	Unit	Unit Price
28		APA-12644 - 6/21/13-12/31/15 - 501-PLUS NAMED USERS	Each	1
29		APA-12644 - 6/21/13-12/31/15 - ENTERPRISE - 750 USERS	Each	1
30		APA-12644 - 6/21/13-12/31/15 - VICE PRESIDENT	Hour	250
31		APA-12644 - 6/21/13-12/31/15 - DIRECTOR	Hour	225
32		APA-12644 - 6/21/13-12/31/15 - PROJECT MANAGER	Hour	150
33		APA-12644 - 6/21/13-12/31/15 - CONSULTANT	Hour	125
34		APA-12644 - 6/21/13-12/31/15 - ANALYST	Hour	100
35		APA-12644 - 6/21/13-12/31/15 - QA	Hour	125
36		APA-12644 - 6/21/13-12/31/15 - QA MANAGER	Hour	150
37		APA-12644 - 6/21/13-12/31/15 - TRAINING DEVELOPER	Hour	65
38		APA-12644 - 6/21/13-12/31/15 - MULTIMEDIA TRAINING DEVELOPER	Hour	95
39		APA-12644 - 6/21/13-12/31/15 - TRAVEL	Each	1
40		APA-12644 - 6/21/13-12/31/15 - THIRD PARTY CONSULTING	Hour	155
41		APA-12644 - 6/21/13-12/31/15 - 0-9999 CONTACTS PER MONTH	Each	1
42		APA-12644 - 6/21/13-12/31/15 - 10,000-19,999 CALLS PER MONTH	Each	1
43		APA-12644 - 6/21/13-12/31/15 - 20,000-29,999 CONTACTS PER MONTH	Each	1
44		APA-12644 - 6/21/13-12/31/15 - 30,000-39,999 CONTACTS PER MONTH	Each	1
45		APA-12644 - 6/21/13-12/31/15 - 40,001-50,000 CONTACTS PER MONTH	Each	1
46		APA-12644 - 6/21/13-12/31/15 - 50,001 + CONTACTS PER MONTH AGENCY CONTACT: LORI MELLO - (401) 462-9517	Each	1

STATE PURCHASING AGENT

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PURCHASES

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RHODE ISLAND HEALTH INSURANCE
CONTACT CENTER

Award Number 3330644

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Department	Type of Requisition	Bid Number	Requisition Number
ED		~~NA~~ 7461348	1308320

Line	Item	Item Description	Unit	Unit Price
		SUPPLIER CONTACT: LESLIE PECCI - (407) 926-2400 FAX # (407) 926-2402		

STATE PURCHASING AGENT

Lorraine A. Hynes

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PURCHASES

CONTRACT TERMS AND CONDITIONS BLANKET PO #3330644

PAAWD

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.

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.

CAMPAIGN INCLUDING ARRA SUPPLEMENTAL TERMS & CONDITIONS

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF $5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

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 www.purchasing.ri.gov."

TERMS

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.

DELIVERY 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.

PAYMENT - 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. \

P1

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

P6
THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

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.

INSURANCE2

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 "BILL 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.

AGREEMENT

Between the

THE STATE OF RHODE ISLAND, by and through the DIVISION OF THE RHODE ISLAND HEALTH BENEFITS EXCHANGE IN THE OFFICE OF THE GOVERNOR LINCOLN CHAFEE, the EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES, the OFFICE OF THE HEALTH INSURANCE COMMISSIONER, and the DEPARTMENT OF ADMINISTRATION

and

CONNEXTIONS, INC

Title of Agreement:	Rhode Island's Health Insurance Contact Center Agreement
Basis for Agreement:	RFP # 7461348
Agreement Award:	$23,966,866.00
Performance Period:	From Contract EFFECTIVE DATE through December 31, 2015 with (2) one-year option periods.

TABLE OF CONTENTS

Page

1. CONTRACT, ORDER OF PRECEDENCE 7
1.1 AGREEMENT DOCUMENTS 7
1.2 ORDER OF PRECEDENCE 8
2. TERM OF CONTRACT AND RENEWAL 8
2.1 TERM 8
2.2 EXTENSIONS 8
3. CONTRACT REQUIREMENTS; SCOPE; MILESTONES. 9
3.1 OPERATIONAL, TECHNICAL AND ADMINISTRATIVE REQUIREMENTS 9
3.2 SCOPE OF CONTRACT 9
3.3 MILESTONES 9
4.2 OPERATIONAL MILESTONES AND MILESTONE DEADLINES 9
4.2.1 Test Key Functionality of the Contact Center *9*
4.2.2 Go-Live of Contact Center *9*
4.2.3 Full Functionality of Contact Center *10*
4. OPERATIONAL REQUIREMENTS 10
4.1 OPERATIONAL REQUIREMENTS 10
5. TECHNICAL REQUIREMENTS 10
5.1 TECHNICAL REQUIREMENTS 10
6. ADMINISTRATIVE REQUIREMENTS 10
6.1 ADMINISTRATIVE REQUIREMENTS 11
7. REMEDIES FOR FAILURE TO MEET MILESTONES AND MILESTONE DEADLINES 11
8. PAYMENTS AND INVOICING 11
8.1 START-UP COST PAYMENT; PAYMENT DATES 12
8.2 START-UP PAYMENT HOLDBACK 12
8.3 COST PER CONTACT PAYMENTS 12
8.4 INVOICES 12
8.5 OTHER COSTS AND EXPENSES 13
8.6 ADVANCE PAYMENTS PROHIBITED 14
8.7 OVERPAYMENTS TO CONTRACTOR 14
8.8 CREDITS 14
9. FUNDING CONTINGENCY 14
10. SERVICE LEVEL AGREEMENTS 15
10.1 SERVICE LEVELS GENERALLY 15
10.2 SERVICE LEVELS 15
10.3 SLA CREDITS 15
10.4 MONTHLY REPORTING 16
10.5 CORRECTIVE ACTION 16

10.6 PERIODIC REVIEWS 16
10.7 EXCUSED PERFORMANCE 16
11. TRAINING 17
12. CONTRACTOR PROVIDED SOFTWARE 17
13. REPORTS AND MEETINGS 17
13.1 IMPLEMENTATION PROJECT PLAN 18
13.1.1 Updated Project Plan 18
13.2 OTHER MEETINGS 18
13.3 MONTHLY MEETINGS AND REPORTS 19
13.4 OTHER REPORTS 19
14. STAFFING 19
14.1 PROJECT STAFF 19
14.2 VENDOR CALL CENTER DIRECTOR/MANAGER 19
14.3 KEY STAFF 20
14.4 REASSIGNMENT/REPLACEMENT OF CONTRACTOR PERSONNEL 20
14.5 SUPERVISION AND CONDUCT OF PROJECT STAFF 21
14.6 COMPLIANCE WITH STATE AND FEDERAL LAWS AND REGULATIONS 22
14.7 PROBITY INVESTIGATIONS BY THE STATE 22
14.8 BACKGROUND CHECKS 22
14.9 SUBSTANCE ABUSE POLICIES FOR PROJECT STAFF 22
14.10 WRITTEN COMPLIANCE REQUIREMENT 22
14.11 STATE PROJECT MANAGER 23
15. RECORDKEEPING; AUDITS 23
15.1 RECORDKEEPING 23
15.2 INSPECTION OF RECORDS 23
15.3 SUBCONTRACTS 24
15.4 EXAMINATION AND AUDIT 25
15.5 OPERATIONS AUDITS 25
15.6 FINANCIAL AUDITS 25
15.7 AUDIT RESULTS 25
15.7.1 Results of Operations Audits 26
15.7.2 Results of Financial Audits 26
15.7.3 Audit Follow-Up 26
15.8 GOVERNMENTAL AUDITS OF THE STATE 26
15.9 CONTRACTOR INTERNAL AUDIT 27
15.10 CONTRACTOR RESPONSE TO EXTERNAL AUDITS 27
15.11 AUDIT COSTS 27
16. STATE PROPERTY 27
16.1 OWNERSHIP 27
16.2 USE OF PROPERTY 27

16.3 SURRENDER OF PROPERTY 27

17. SERVICES 27
17.1 *[CONTINUITY OF SERVICES]* 27
17.2 FORCE MAJEURE EVENTS 27
17.2.1 Contractor 28
17.2.2 State 28
17.2.3 Duration and Notification 28
17.2.4 Disaster Recovery Execution 28
17.4 QUALITY ASSURANCE 29

18. WARRANTIES 29
18.1 NON-INFRINGEMENT 29
18.2 INTERFACE 29

CHANGE ORDERS 29
19.1 WHEN CHANGE ORDERS ARE PERMITTED 30
19.2 TIMING 30
19.3 AGREEMENT 30

20. SUBCONTRACTORS 30
20.1 USE OF SUBCONTRACTORS 30
20.2 SUBCONTRACTS 31
20.3 PROBITY INVESTIGATION OF SUBCONTRACTORS 31
20.4 RESPONSIBILITY FOR SUBCONTRACTORS 31
20.5 NO STATE RESPONSIBILITY 32
20.6 ASSIGNABILITY OF SUBCONTRACTS 32
20.7 REMOVAL/REPLACEMENT OF SUBCONTRACTORS 32

21. DATA PROTECTION, SECURITY AND CONFIDENTIALITY 32
21.1 HIPAA COMPLIANCE 32
21.2 OWNERSHIP OF DATA 33
21.3 SECURITY 33
21.3.2 Safeguarding Procedures 34
21.3.2 Reconstruction Procedures 34
21.3.3 Corrections 34
21.3.4 Data Access 34
21.3.5 Advice on Best Practices 35
21.4 CONFIDENTIALITY 35
21.4 Confidentiality Obligations 36
21.5 SUBJECT TO STATE LAW 36
21.6 EXCLUSIONS 36
21.7 LEGALLY REQUIRED DISCLOSURES 36
21.8 NOTIFICATION AND MITIGATION 36
21.9 RETURN/DESTRUCTION OF CONFIDENTIAL INFORMATION 37
21.10 INJUNCTIVE RELIEF 37

21.11 REPORTING UNAUTHORIZED DISCLOSURES 37
21.12 INDEMNIFICATION 38
21.13 NONDISCLOSURE OF OTHER STATE INFORMATION 38
21.14 FEDERAL REGULATIONS 38
21.15 IDENTIFICATION OF EFFICIENCIES 39
21.16 SURVIVAL 39

22. INDEMNIFICATION 39
22.1 CONTRACTOR GENERAL INDEMNIFICATION 39
23.2 LIMITATION ON NON-DIRECT DAMAGES 41
22.2 CONTRACTOR INFRINGEMENT INDEMNIFICATION 42

23. STATE'S LIMITATION OF LIABILITY 44
23.1 CAP ON STATE LIABILITY FOR DIRECT DAMAGES 44
23.2 LIMITATION ON NON-DIRECT DAMAGES 44

24. INSURANCE AND RISK OF LOSS 44
24.1 REQUIRED INSURANCE COVERAGES 44
24.2 NO IMPLIED LIMITATION 44
24.3 RISK OF LOSS 45
24.3.1 General. *45*
24.3.2 Waiver *45*

25. ADDITIONAL RIGHTS AND REMEDIES 45
25.1 WITHHOLDING PAYMENTS 45
25.2 SLAS 46
25.3 RIGHT TO INSPECT 46
25.4 SUSPENSION DUE TO BREACH 46
25.5 SUSPENSION FOR CONVENIENCE 46
25.6 STOP WORK ORDER 47
CORRECTION OR REMOVAL 48

26. REPRESENTATIONS, ADDITIONAL WARRANTIES AND COVENANTS 48
26.1 CONTRACTOR'S POWER AND AUTHORITY 48
26.2 PERFORMANCE OF THE SERVICES 48
26.3 EFFICIENCY AND COST EFFECTIVENESS 48
26.4 COMPLIANCE WITH STATUTES AND REGULATIONS 49
26.5 FINANCIAL CONDITION AND ACCURACY OF FINANCIAL INFORMATION. CONTRACTOR 49
26.6 NO LITIGATION 49
26.7 INFORMATION FURNISHED TO THE STATE 49
6.8 COVENANT REGARDING MALICIOUS CODE 50
26.9 COVENANT AGAINST GRATUITIES 50

27. FISCAL ASSURANCES 51

28. TERMINATION OF CONTRACT 52
28.1 TERMINATION FOR UNAVAILABILITY OF FUNDS 52

28.2 TERMINATION FOR DEFAULT 52
28.3 TERMINATION FOR CONVENIENCE OF THE STATE 52
28.4 TERMINATION FOR CONFLICT OF INTEREST 52
28.5 TERMINATION FOR CONTRACTOR'S BANKRUPTCY 52
28.2 TERMINATION FOR DEFAULT 53
29. TERMINATION PROCEDURE 53
30. END OF CONTRACT CONVERSION 54
31. GENERAL CONDITIONS 55
31.1 LEGAL AND REGULATORY COMPLIANCE 55
31.3 ANTITRUST VIOLATIONS 56
31.4 ASSIGNMENT. CONTRACTOR ASSIGNMENT 56
31.5 ATTORNEYS' FEES AND COSTS ..... ERROR! BOOKMARK NOT DEFINED.
31.6 AUTHORITY 56
31.7 AUTHORIZATION 57
31.8 COVENANT AGAINST CONTINGENT FEES 57
31.9 COOPERATION OF PARTIES 57
31.10 CONFLICT OF INTEREST 57
31.11 CERTIFICATIONS RELATED TO LOBBYING 57
31.12 DEBARMENT AND SUSPENSION 58
31.13 DISPUTE RESOLUTION 58
31.14 COST OF LITIGATION 59
31.15 EMPLOYMENT OF STATE EMPLOYEES 59
31.16 CONSTRUCTION 59
31.16.1 Captions and References 59
31.16.2 Plurality 60
31.16.3 Persons 60
31.16.4 References to Contractor 60
31.16.5 References to Statutes 60
31.16.6 Interpolation 61
31.16.7 Accounting and Financial Terms 61
31.16.8 Imputation of Knowledge to the State 61
31.16.9 Knowledge Deemed Held by Contractor 61
31.16.10 Statutory Rights 61
31.16.11 Neither Party Considered Drafter 61
31.17 DUE DILIGENCE COMPLETE 61
31.18 INDEPENDENT CONTRACTOR 62
31.19 NEWS RELEASES 62
31.20 CONTRACT MODIFICATION 62
31.21 WAIVER OF RIGHTS 62
31.22 NOTICE OF DELAY 62
31.23 NOTICES 63

31.24 REMEDIES 64
31.25 SEVERABILITY 64
31.26 SURVIVAL 64
31.27 THIRD PARTY BENEFICIARIES 65
31.28 WAIVER 65
31.29 APPLICABLE LAW 65
31.30 COMPLETE INTEGRATION 65

Appendix A: Definitions.....67
Appendix B: Drug Free Workplace Policy.....72
Appendix C: Subcontractor Compliance.....74
Appendix D: Certification Regarding Environmental Tobacco Smoke.....75
Appendix E: Certification Regarding Debarment, Suspension and Other Responsibility Matters Primary Covered Transactions.....76
Appendix F: Business Associate Agreement Addendum.....78
Appendix G: Statement of Work.....90

Exhibit A: Forecasting Process.....122
Exhibit B: Fees/Rates.....124
Exhibit C: Technology.....130
Exhibit D: Metrics.....131
Exhibit E: Reporting.....134
Exhibit F: Conflict of Interest.....141
Exhibit G: Security.....162

AGREEMENT

This Agreement (this "Agreement') is entered into as of the 21st day of June 2013, by and between the STATE OF RHODE ISLAND, by and through the DIVISION OF THE RHODE ISLAND HEALTH BENEFITS EXCHANGE IN THE OFFICE OF THE GOVERNOR LINCOLN CHAFEE (the "RIHBE"), the EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES (the "EOHHS"), the OFFICE OF THE HEALTH INSURANCE COMMISSIONER, (the "OHIC"), and the DEPARTMENT OF ADMINISTRATION collectively referred to as the "State" and Connextions, Inc. (the "Contractor").

RECITALS

The State of Rhode Island, Division of Purchases (the "Division") issued Request for Proposals #7461348 dated March 20, 2013 ("the RFP"), on behalf of the Division of the Rhode Island Health Benefits Exchange in the Office of the Governor Lincoln Chafee – in collaboration with the Office of Health Insurance Commissioner and the Executive Office of Health and Human Services to engage a contractor to establish a contact center (the "Contact Center") in accordance with the Affordable Care Act ("ACA"), which requires Rhode Island to provide consumers with a toll free hotline to assist with health care coverage inquires in connection with Rhode Island's Unified Health Infrastructure Project ('UHIP"), the integrated technology system that supports the Rhode Island Health Benefits Exchange (the "Exchange"), and Medicaid programs that will be ready for open enrollment in October 2013;

Contractor submitted a proposal in response to the RFP dated April 22, 2013 (the "Proposal");

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

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

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

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

1. CONTRACT, ORDER OF PRECEDENCE.

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

- The State's Procurement Regulations;
- The State's General Conditions of Purchase (except for Section 29 thereof, which shall be deemed deleted);
- This Agreement (including documents attached to this Agreement);
- The RFP, incorporated herein by reference; and
- The Proposal, including the official correspondence directly relating to the formal question and answer process set forth by the State as submitted by Contractor on May 8, 2013 and May 21, 2013, incorporated herein by reference.

1.2 Order of Precedence.

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

(a) The State's Procurement Regulations;

(b) The State's General Conditions of Purchase (except for Section 29 thereof, which shall be deemed deleted, and except for Section 31 thereof, which shall be superseded by the insurance provisions in Section 25 of this Agreement, and except as otherwise superseded by the terms and conditions of this Agreement in accordance with the express provisions of the State's General Conditions of Purchase);

(c) this Agreement (including documents attached to this Agreement);

(d) the RFP; and

(e) the Proposal.

2. TERM OF CONTRACT AND RENEWAL.

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

2.2 Extensions. This Agreement may be extended, at the sole discretion of the State, for two (2) additional extension periods, each of one (1) year in duration. The State shall give written notice of the exercise of its right to

extend at least ninety (90) days prior to the expiration of the then current term. Any such extension shall be upon all of the same terms and conditions of this Agreement, as applicable, unless otherwise agreed in writing by the State in its sole discretion.

3. CONTRACT REQUIREMENTS; SCOPE; MILESTONES.

3.1 Operational, Technical and Administrative Requirements. Contractor shall meet each of the operational, technical and administrative requirements set forth in Section 3 of the RFP and Appendix C to the RFP.

3.2 Scope of Contract. The UHIP technology will be implemented in two phases, as defined in the RFP: Phase 1, which will be launched by October 1, 2013 and Phase 2, which will be launched by December 31, 2013. Contractor's services under this Agreement shall be limited to providing services in Phase 1. In the event the State requests the Contractor to provide service for Phase 2, the Contractor shall respond promptly to any such request and the State and the Contractor shall mutually agree to the terms and conditions for the provision of services in such Phase 2. The Contractor shall provide no services for Phase 2 unless and until it receives a change order from the Division of Purchases.

3.3 Milestones. Time is of the essence in Contractor's performance of its obligations under this Agreement. Contractor must complete performance in timely manner and achieve all milestones set forth in this Agreement (the "Milestones") in accordance with applicable deadlines and subject to acceptance by the State, which shall not be unreasonably withheld. Contractor's accomplishment of all Milestones in accordance with the requirements of this Agreement and by the applicable deadlines is critical to the State's ability to accomplish its missions, including its ability to meet federally mandated Exchange implementation deadlines and to secure Federal funding. Contractor hereby agrees to meet the Milestones set forth in Section 3.4 by the stated respective definitive deadlines.

3.4 Milestones and Milestone Deadlines.

3.4.1 Test Key Functionality of the Contact Center. From September 1 through September 30, 2013, Contractor shall test the key functionality of the Contact Center with a pilot group of customers. Key functionality shall be defined in mutual agreement between Contractor and the State within 45 days of the contract execution.

3.4.2 Go-Live of Contact Center. Contractor shall ensure the Contact Center functionality is operational out of offices located in Rhode Island no later than **OCTOBER 1, 2013**.

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

4. OPERATIONAL REQUIREMENTS:

4.1 **Operational Requirements.** The Operational Requirements consist of requirements set forth under Task 1: Contact Center Operations in Section 3 – Scope of Work of the RFP and the following Operational Requirements set forth in Appendix C to the RFP:

4.1.1 **General** – GEN-1 through GEN-19;

4.1.2 **Core Business Functions** – BUS-1 through BUS-16;

4.1.3 **Performance Management** – SLA-1 through SLA-2

4.1.4 **Quality Assurance Program** – QA-1;

4.1.5 **Staffing, Work Environment, and Facilities** – STAFF-1 through STAFF-10; and

4.1.6 **Training** – TRA-1 through TRA-5.

5. TECHNICAL REQUIREMENTS.

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

5.1.1 **Technical Requirements** – TECH 1 through TECH-16;

6. ADMINISTRATIVE REQUIREMENTS.

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

6.1.1 **State Permission to Share Information Processing** – PERM 1;

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

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

6.1.4 **Logical Security** – SEC 1 through SEC 3; and

6.1.5 **Other** – PROC 1 through PROC 5.

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

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

7.1.2 Liquidated Damages of $7,500 per day;

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

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

8. **PAYMENTS AND INVOICING.**

8.1 **Start-Up Cost Payment; Payment Dates.** Except as otherwise provided herein, the State shall pay the Contractor $2,095,653.53 (the "Start-Up Payment"), which is the amount set forth in the Proposal for Contractor's start-up costs. The Start-Up Payment shall be paid in installments upon satisfactory completion of the following payment events (each a "Payment Event"):

8.1.1 Payment Event 1: Subject to the "Holdback" described in Section 8.2 below, 80% of the Start-Up Payment will be paid to Contractor upon completion of Milestone One in Section 3.4.2.

8.1.2 Payment Event 2: Subject to the "Holdback" described in Section 8.2 below, 20% of the Start-Up Payment will be paid to Contractor upon completion of Milestone Two in Section 3.4.3;

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

9. **Operational Payments.** The Parties agree and understand that Time and Materials rates will be used for the Services unless or until the State exercises its right to convert to Cost-Per-Contact pricing pursuant to Section 9.2 of this Agreement ("Initial T&M Phase"). During the Initial T&M phase, the State will have flexibility to adjust the scope of work and make changes to procedures (like warm transfers) where the cost associated with such changes can be billed to the State under the Time and Materials rates, in accordance with the Change Control Process described in Section 20.5 of Appendix G. Changes in the scope of work and procedures which cannot be billed through Time and Materials rates must be mutually agreed by the Parties. Rolling projections will determine staffing models, in accordance with Appendix G and Exhibit A thereof.

9.1 **Invoices.** Subject to Section 8.2, Contractor shall submit detailed and correct invoices for the Start-Up Payment installments no later than 10 days following the completion of each Payment Event. In addition, Contractor shall submit detailed and correct monthly invoices to the State for all non Start-Up Payments no later than ten (10) days following the end of each month. Within sixty (60) days after the State's receipt of a correct and undisputed invoice, the State shall pay Contractor the amount due as set forth on such invoice. The invoice(s) and data underlying each invoice shall be delivered to the State electronically (if requested by the State) in a format compatible with the State's accounting systems. All invoices submitted shall be subject

to the approval of the State Project Manager or his or her designee. Invoices must be in a format acceptable to the State, and include the following information:

(a) This Agreement Number;

(b) The fully loaded hourly rates or the number of the contacts for which payment is sought, as set forth in this Agreement;

(c) Total amount due, less any SLA Credits owed the State; and

(d) A report in form satisfactory to the State supporting the number hours billed or the number of Calls for which payment is sought.

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

Invoices shall be sent to a State-designated representative.

The State shall notify Contractor of any charges in dispute and the parties shall mutually agree to resolve such disputes within thirty (30) days of STATE's notification. Invoice disputes will be made in good faith. Disputes regarding invoices will be made in writing no later than sixty (60) days after STATE receives the invoice which contains the disputed item. A dispute on a portion of an invoice shall not alter STATE's responsibility to remit payment for the balance of the invoice in accordance with this section.

9.2 Cost Per Contact

As of June 14, 2014, the State will have the option to convert a portion of the Fees contemplated hereunder to cost-per-contact ("CPC") model in lieu of the Time and Materials methodology. If it wishes to exercise this option, the State must notify Contractor prior to May 1, 2014 of its intention. The scoping, dimensions, and pricing used in a CPC model will be mutually agreed in writing by the Parties via an amendment to this Agreement and change order as applicable. The Parties agree and understand that a switch to CPC will have a material effect on the Statement of Work.

a. At a minimum, the State's ability to convert to CPC will be based on the CPC pricing in the Statement of Work and Proposal, based on an average handle time of 15 min and average utilization of 70%.
b. The effect of CPC on Metrics, SLOs, KPIs, and SLAs will be set forth in such amendment to this Agreement and change order as applicable.

9.3 Other Costs and Expenses.

9.3.1 Except for the Start-Up Payment, Time and Materials Payments, Cost Per Contact Payments, and payments of Fees set forth in the Statement of Work (including amendments thereto and change orders/work orders thereunder), the State shall have no liability to Contractor for any payments or reimbursement, including any costs associated with transportation, delivery, drayage, postage, express delivery service, packing, cartage, insurance, license fees, permits, out of pocket expenses, salaries, benefits, employment taxes, travel, entertainment, lodging, meals, insurance, or bonds.

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

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

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

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

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

9.7 **Maximum Contract Amount.** The maximum the State is authorized or obligated to pay Contractor during the initial 2-year term of this Agreement is $23,966,866.00. Should it ever appear that the accumulated sum of invoices may exceed that amount during such term, and in any case once the accumulated total of invoices exceeds $15,000,000, the State and Contractor shall immediately take all steps necessary to ensure that the maximum contract amount is not reached, and to plan for contingencies in case it is.

10. FUNDING CONTINGENCY.

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

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

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

11. SERVICE LEVEL AGREEMENTS.

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

11.2 **Service Levels.** During the Term, Contractor shall perform the Services so as to meet or exceed the Service Level Agreements ("SLAs") contained in Appendix G to this Agreement, which identify the performance levels expected by the State. Service Levels are identified within each SLA and are to be measured and reported each month by Contractor. To the extent the Parties have established a Service Level for a specific Service, the obligations described in Section 11.1 (Service Levels Generally) shall not be construed to alter, expand, diminish or supersede such Service Levels. Contractor shall be responsible for meeting or exceeding the applicable Service Levels even where doing so is dependent on the provision of Services by Subcontractors.

11.3 **SLA Credits.** Contractor recognizes that the State is paying Contractor to deliver the Services at specified Service Levels, and to the extent that Contractor fails to deliver the Services at such specified Service Levels, then, in addition to other rights or remedies available to the State, Contractor shall pay or provide credits to the State for such failures specified in Appendix G. The Parties agree that the SLA Credits reflect the diminished value of the Services as a result of any Contractor failure to provide the Services in

accordance with the Service Levels, and accordingly do not constitute nor shall be construed or interpreted as penalties. For the avoidance of doubt, Contractor shall not be required to pay or provide credits an SLA Credit amount where the failure to meet the applicable Service Level was excused pursuant to Section 11.7 (Excused Performance).

11.4 Monthly Reporting. Contractor shall monitor performance against the State-specified SLAs, and develop operations reports to demonstrate compliance with applicable SLAs. Contractor shall submit a monthly performance report card on all SLAs in a form to be agreed to by the State, regarding the prior month's performance, no later than the 10th of the month, with out-of-bounds metrics visually highlighted in the report. Contractor may include additional information regarding SLA compliance in its report. Contractor shall make available to the State upon request all reports or data used in the determination of SLA compliance and calculation of SLAs.

11.5 Corrective Action. When a SLA is not met, Contractor shall provide the State with a written detailed corrective action report which describes: the missed SLA, a full description of the issue, the cause of the problem, risks related to the issue, the resolution, including any failed solution implemented prior to resolution, and the proposed corrective action going forward to avoid missing the SLA in the future. Upon receipt of the report, the State may request a meeting to further discuss issues. Contractor shall implement proposed corrective action only upon approval of State.

11.6 Periodic Reviews. The State and Contractor will review all SLAs annually to determine if revisions are needed. Similar reviews will be held upon the implementation of a change that impacts existing SLAs, or at the request of the State.

11.7 Excused Performance. The State's failure to perform any of its obligations or responsibilities under this Agreement shall not be deemed to be grounds for termination of this Agreement by Contractor. This previous sentence shall not apply to State's failure to render payments as set forth in this Agreement or State's failure to perform any other material obligations of State specifically set forth in this Agreement. Contractor's failure to perform its obligations or responsibilities under this Agreement (including meeting or exceeding applicable Service Levels) shall be excused if and only to the extent such Contractor non-performance is expressly excused under this Agreement or caused by or attributable to: (a) the fault of the State, (b) a Force Majeure Event or (c) any act or omission by any Third Party not under the control of or under agreement with Contractor. Subsection (a) and (c) of the preceding sentence shall only be applicable if: (a) Contractor notifies the State in writing as soon as is reasonable (under the circumstances) of such action or failure to act or perform and Contractor's consequent inability to perform under such circumstances; (b) where applicable, Contractor provides the State with every reasonable opportunity to correct such action or failure to act or perform and thereby avoid such Contractor non-performance; and (c)

Contractor uses best efforts to perform notwithstanding the State's action or failure to act or perform.

12. TRAINING.

12.1 Contractor shall submit to the State a comprehensive training program ("Contractor's Training Program"), which upon being approved by the State, shall be utilized by the Contractor in connection with the training of its employees. Contractor's Training Program shall include training on various topics, including but not limited to the following topics: protocol for protecting personally identifiable and other sensitive customer information, and the information set forth in Section 2 – Scope of Work, Tasks 1 and 2 of the RFP. No changes shall be made to the Contractor's Training Program without the prior written approval of the State.

12.2 Contractor and Contractor's trainers shall be required to participate in training sessions conducted and/or scheduled by the State or the UHIP Vendor, at such times as determined by the State or the UHIP Vendor.

12.3 Contractor shall provide training sessions to its employees as requested by the State or the UHIP Vendor.

12.4 Training may also include additional training as requested by the State from time to time, as set forth in Appendix G.

13. CONTRACTOR PROVIDED SOFTWARE.

13.1 Contractor shall provide the following technology in order to provide Services under this Agreement: customer relationship management (CRM); automatic call distributor (ACD); workforce management system; interactive voice response (IVR); live chat; fax, email, SMS text, TTY, auto dialing customer satisfaction inquiries and knowledge management tools.

13.2 The items listed in this section, and any Software provided by Contractor, shall remain Contractor Intellectual Property and shall be considered the Confidential Information of Contractor.

13.3 No rights, title, or interest in any Software or any items provided to the State by Contractor under this Agreement shall pass, transfer, or transmit to the State under this Agreement unless specifically set forth herein.

13.4 Licenses to Software or any of the items enumerated in this Section 13 shall be set forth in the Statement of Work.

14. REPORTS AND MEETINGS.

14.1 Implementation Project Plan. The Project Plan shall be comprised of Contractor's Project Plan in the Proposal, as revised by Contractor with the prior written approval of the State, to reflect Project changes since

Contractor's initial Proposal submission. The Project Plan shall provide detailed information, including:

(a) all Project activities to be performed for each task to be completed by Contractor, the significant components and subcomponents of each such activity or task and a complete Schedule for completion of each such activity or task, including the dates by which each such activity or task is to be completed;

(b) all Project activities to be performed for each Milestone and Payment Event to be completed by Contractor, any increments and sub-increments of each Milestone and Payment Event and a complete Schedule for completion of each Milestone and Payment Event, including the dates by which each Milestone and Payment Event, increment or sub-increment will be achieved;

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

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

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

14.3 Monthly Meetings and Reports. Contractor Director/Manager may be required to attend monthly meetings. No later than five (5) days in advance

of these meetings, Contractor Director/Manager will submit to the State Project Manager a status Report that includes the following:

(a) Overall status of the Project; and

(e) Each month's Services and performance against SLAs.

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

15. STAFFING.

15.1 Project Staff. Contractor shall staff the Project in accordance with the requirements of the RFP (See Task 1: Contract Center Operations under Section 3 – Scope of Work of the RFP (Staffing and Work Environment). All work will be performed only by the specific individuals identified by Contractor and approved by the State, as applicable. Contractor shall not use any individual to perform work under this Agreement without the prior written consent of the State. Any breach of this Section 15 shall constitute a material default by Contractor, in the State's sole discretion.

15.2 Vendor Call Center Director/Manager.

(a) Contractor shall assign the Vendor Call Center Director/Manager (the "Project Director/Manager") identified in the Proposal.

(b) The Project Director/Manager shall be fully qualified to perform the tasks required of that position under this Agreement.

(c) The Project Director/Manager shall devote his or her best efforts on the Project, and shall have his or her primary office located at the Contact Center.

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

15.3 Key Staff. Key Staff shall consist of the individuals identified in Appendix G. All Key Staff shall be assigned to perform the Services on such basis (e.g., full time assignment or otherwise) as needed to ensure that the Services required hereunder are provided in an efficient and timely manner and in accordance with this Agreement. No re-deployment of any Key Staff may be made by Contractor without prior written consent of the State, which shall not be unreasonably withheld or delayed. The Contractor agrees to supply the initial Key Staff proposed for the duration proposed in Section 6.11.5 of

Appendix G. Unless reassigned using the process set out in Section 15.4 of this Agreement, those Key Staff who replace the initial Key Staff in accordance with Appendix G shall serve throughout the life of this Agreement other than for just cause. Just cause is defined as death, resignation, termination or military recall.

15.4 Reassignment/Replacement of Contractor Personnel.

(a) During the Term, the State reserves the right to require Contractor to reassign or otherwise remove from the Project any Key Staff who are found to be performing in an incompetent or unprofessional manner by the State, using its reasonable discretion. Upon being notified in writing by the State Project Director that an individual Project Staff member is unacceptable, Contractor shall immediately remove that individual from any assignments related to this Agreement, and follow the replacement process described herein.

(b) No reassignment of any Key Staff may be made without prior written consent of the State, which shall not be unreasonably withheld or delayed, except for just cause. "Just cause" is defined as death, resignation, termination of employment, or military recall.

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

(d) In the event of any replacement of the Contractor Manager/Director or Key Staff, if circumstances permit, Contractor shall provide for an appropriate transition (overlap) period for the new individual and use best efforts to minimize any disruption such replacement may cause in the performance of Contractor's obligations under this Agreement.

(e) Contractor may be liable, at the State's discretion, for all costs associated with any unplanned turnover of Project Staff, including, but not limited to, briefing and training any such new personnel.

15.5 Supervision and Conduct of Project Staff. Contractor shall be responsible for the performance of all Project Staff assigned to provide Services under

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

15.6 Compliance with State and Federal Laws and Regulations. In performing the services under this Agreement, Contractor, Project Staff and each Subcontractor, and its Project Staff shall comply with all applicable State and federal laws and regulations. Contractor shall be responsible for the distribution of applicable State and federal laws and regulations to Project Staff to the extent necessary and appropriate.

(a) Contractor shall comply with the requirements of Title VI of The Civil Rights Act Of 1964 (42 USC 2000D et seq.); Section 504 of The Rehabilitation Act of 1973, as amended (29 USC 794); Title IX of The Education Amendments of 1972 (20 USC 1681 et seq.); the United States Department of Health And Human Services Regulations found at 45 CFR, Parts 80 and 84; and the United States Department of Education Implementing Regulations (34 CFR, Parts 104 and 106); which prohibit discrimination on the basis of race, color, national origin, handicap, or sex, in acceptance for or provision of services, employment, or treatment in educational or other programs or activities. Contractor acknowledges receipt of Appendix B: Notice To Department Of Human Services Service Providers of Their Responsibilities Under Title VI of The Civil Rights Act of 1964 or the RFP, and Appendix C: Notice To Department of Human Services Service Providers of Their Responsibilities Under Section 504 of The Rehabilitation Act Of 1973, incorporated herein by reference and made part of this

Agreement. Contractor shall comply with all other provisions applicable to law, including The Americans with Disabilities Act of 1990, as amended; The Governor's Executive Order No. 96-14, which prohibits discrimination on the basis of race, sex, age, national origin, sexual orientation, or disability; The Governor's Executive Order No. 95-11 relating to sexual harassment, and requirements of DHS for Safeguarding of Client Information.

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

15.8 **Background Checks.** All of vendor's employees, contractors and agents must obtain, at no cost to the State, a nationwide NCIC III (or triple iii) criminal background check, prior to commencing work if they shall have access to State or other's confidential or personal information as a result of this contract. The vendor shall review the results of these checks and provide certification to the CISO that the vendor has completed the background checks and its employees, agents and independent contractors have successfully passed this background check requirement. A department or agency may impose more restrictive conditions before allowing vendor access to certain data. The State reserves the right to refuse any individual permission to work on State premises. Contractor shall ensure that Project Staff are authorized to work in any jurisdiction in which they are assigned to perform Services and are not otherwise disqualified from performing the Services under applicable State and federal laws and regulations. All Project Staff shall be subject to security clearances as required by the State in its sole discretion.

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

15.10 **Written Compliance Requirement.** Contractor shall require and cause all Project Staff assigned to work on this Project, to sign a written agreement, in a form reasonably satisfactory to the State, in which such person(s) agrees to comply with (i) applicable State and federal laws and regulations and (ii) the confidentiality and security provisions of this Agreement.

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

16. RECORDKEEPING; AUDITS.

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

16.1.1 All Records less than 90 days old, including training records shall be in a format satisfactory to the State and readily retrievable within three (3) business days for review at the request of the State, the federal government, and State's internal and external auditors, regulators and other representatives, including customers, clients, vendors, licensees and other Third Parties to the extent the State is legally or contractually obligated to submit to audits by such entities (all such Parties and entities, the "Permitted Auditors"). Records older than 90 days will be procured by Contractor within ten (10) days of the State's request for same. Should records older than ninety (90) days be requested for delivery in less than ten (10) days ("expedited Record Delivery"), Contractor will invoice the State for the fees paid by Contractor to third parties for such Expedited Record Delivery, not to exceed the standard rate paid by Contractor to such third party under Contractor's agreement with such third party. As of the Effective Date of this Agreement, the charge for Expedited Record Delivery is $400.00 per expedited record. When an audit is in progress or audit findings are unresolved, records shall be kept for a period of five (5) years or until all issues are finally resolved, whichever is later.

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

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

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

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

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

16.4.1 The State and the Permitted Auditors shall have the right to conduct audits of Contractor and its Subcontractors, provided that such Permitted Auditors have agreed in writing to be bound by the confidentiality terms that are substantially similar to those in this Agreement.

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

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

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

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

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

16.4.7 The State (and the Permitted Auditors) shall not audit Contractor more than two (2) times per year. The foregoing limitation on the

number of audits shall not apply: (i) if additional audits are required by applicable State and federal laws and regulations; (ii) if additional audits are required as a result of Contractor's non-compliance with this Agreement; or (iii) to audits by the federal government.

16.5 Operations Audits. The State and the Permitted Auditors shall have the right to conduct any reasonable type of operations audit to verify that the performance of the Services are in compliance with this Agreement. Such audit shall, as determined by the State and the Permitted Auditors: (a) verify the integrity of the Data in Contractor's possession or under its control; (b) examine the systems that process, store, support and transmit that data; (c) examine the internal controls (e.g., IT, finance and accounting, procurement, organizational controls, input/output controls, system modification controls, processing controls, system design controls and access controls) and the security, disaster recovery, business continuity and back-up practices and procedures; (d) examine Contractor's performance of the Services, including but not limited to audits of call quality and responsiveness; (e) verify Contractor's reported performance against the applicable SLAs; (f) examine Contractor's measurement, monitoring and management tools; and (g) enable the State to meet applicable legal, regulatory and contractual requirements (including those associated with the ACA and the Sarbanes-Oxley Act of 2002 and the implementing regulations promulgated by the United States Securities and Exchange Commission and Public Company Accounting Oversight Board), in each case to the extent applicable to the Services.

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

16.7 Audit Results.

16.7.1 Results of Operations Audits. If an operations audit reveals that Contractor is not in compliance with any applicable State and federal laws and regulations or this Agreement, Contractor shall be responsible for and liable for, at Contractor's sole cost and expense, promptly taking any and all actions necessary to comply with such

applicable State and federal laws and regulations or this Agreement. In addition, Contractor shall promptly reimburse the State for any damages, fees, fines or penalties assessed against or incurred by the State as a result thereof.

16.7.2 Results of Financial Audits. If a financial audit reveals an overcharge by Contractor, Contractor shall promptly pay to the State the amount of such overcharge, together with interest from the date of Contractor's receipt of such overcharge at the same rate of interest under applicable State law. In addition, if any such audit reveals an overcharge of more than five percent (5%) of the audited payments in any payment category, Contractor shall promptly reimburse the State for the actual cost of such audit (including all fees of any Permitted Auditors) and any damages, fees, fines or penalties assessed against or incurred by the State as a result thereof.

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

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

16.9 Contractor Internal Audit. If Contractor determines as a result of its own internal audit that it has: (a) overcharged the State, then Contractor shall (i) promptly pay to the State the amount of such overcharge, plus in any invoice for an amount which is more than 5% over an amount which would have been properly invoiced Contractor shall pay interest from the date of Contractor's receipt of such overcharge at the same rate of interest under applicable law, and (ii) investigate why such overcharge occurred and identify in writing to the State what actions Contractor is taking to ensure that such overcharge shall not occur again; and/or (b) failed to perform a task, activity or process in compliance with the applicable State and federal laws and regulations, regulation, State Policy(ies) or term of this Agreement,

then Contractor shall (i) investigate why such failure occurred and identify in writing to the State what actions Contractor is taking to ensure that such failure shall not occur again, and (ii) work with the State to identify the portion of the Services that may have been impacted and the State personnel affected by such failure.

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

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

17. STATE PROPERTY.

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

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

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

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

18.1 ***Continuity of Services. Contractor shall maintain and adhere to the approved disaster recovery and business continuity plans to be delivered during Start-up in accordance with Appendix G.***

18.2 Force Majeure Events.

18.2.1 Contractor. Contractor shall not be liable or responsible for delays or excess costs to the State for Contractor's failures in performance if the

delays, excess costs, or failure in performance results from a Force Majeure Event.

18.2.2 State. The State shall not be liable or responsible for delays or excess costs to the Contractor for failures in performance if the failure in performance results from a Force Majeure Event..

18.2.3 A Force Majeure Event shall include but not be limited to acts of God, the public enemy, strikes (other than those of a Party's own employees), lockouts (other than those of a Party's own employees), riots, acts of war, epidemics, acts of the federal government, fire, power failures, nuclear accidents, earthquakes, or other disasters, whether or not similar to the foregoing.

18.2.4 Duration and Notification. If the Party claiming the benefit of the Force Majeure Event (the "Non-Performing Party") is not at fault due to a Force Majeure Event, the Non-Performing Party shall be excused from performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use all commercially reasonable efforts to recommence performance or observance whenever and to whatever extent reasonably possible without delay. Any Party so prevented, hindered or delayed in its further performance shall, as quickly as practicable under the circumstances, notify the Party to whom performance is due by telephone (and use commercially reasonable efforts to confirm in writing within one (1) day of the inception of such delay) and describe at a reasonable level of detail the circumstances of the Force Majeure Event, the steps being taken to address such Force Majeure Event and the expected duration of such Force Majeure Event. The occurrence of a Force Majeure Event shall not relieve Contractor of its obligation to implement Continuity Plans, except to the extent such Force Majeure Event prevents such implementation.

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

18.3 Quality Assurance.

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

18.3.2 Contractor will keep records evidencing inspections and their results, and will make these records available to the State during the Term. Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of

Contractor's quality assurance system or other similar business practices related to performance of this Agreement.

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

18.3.4 Contractor and its Subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.

19. WARRANTIES.

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

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

20. CHANGE ORDERS.

20.1 When Change Orders are Permitted. The State may permit changes in the scope of Services, time of performance or approved budget of Contractor to be performed hereunder. Such changes are subject to the mutual written agreement of the State and Contractor, and shall be in the form of numerically consecutive amendments to this Agreement, excluding "Special Projects." Special Projects are defined as additional services available to the State on a time and materials or per diem basis as negotiated by project or activity. These activities, which are anticipated to be in support of State

health care initiatives, may include enhanced professional services, clinical expertise, technical support to eliminate State backlogs, outreach efforts, etc. The Parties understand that these may include funding from State-only programs and grants. The Change Order will specify the scope of the change and the expected completion date. Any Change Order shall be subject to the same terms and conditions of this Agreement, unless otherwise specified in the Change Order and agreed upon by the Parties. The Parties will negotiate in good faith and in a timely manner all aspects of the proposed Change Order. The Contractor shall not perform any work outside the scope of this Agreement prior to the receipt of an authorized Change Order from the Division of Purchases.

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

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

21. SUBCONTRACTORS.

21.1 **Use of Subcontractors.** Contractor may, subject to the terms of this Section 21, use Subcontractors. All Subcontractors, and Subcontracts, shall be subject to the prior written approval of the State. Contractor is solely responsible for all work performed under this Agreement and shall assume prime contractor responsibility for all Services, Deliverables and other obligations required of Contractor under this Agreement. The State will consider Contractor to be the sole point of contact with regard to all contractual matters.

21.2 **Subcontracts.** Contractor shall include in its Subcontracts a provision that the Services to be provided by the Subcontractor are for the benefit of the State as well as flow-down provisions, terms and conditions that are consistent in all material respects with the provisions of this Agreement to the extent applicable, including those provisions relating to termination provisions (Contractor shall be solely responsible for any obligations that arise under or with respect to such Subcontracts), personnel requirements,

the State's Intellectual Property, the State's audit rights, privacy and data safeguards, confidentiality, representations and warranties, certifications (including the Standard Certifications), indemnification obligations and insurance. Without limiting the foregoing, Contractor shall require all of its Subcontractors to carry insurance of the types set forth in this Agreement at levels customary and appropriate for the types and volumes of services being provided by the Subcontractors. Contractor shall provide the State with access to all Subcontracts and other documents relating to the Subcontractors' performance of the Services and amounts charged to the State under this Agreement as reasonably necessary to satisfy the State's internal control requirements. All Subcontractor employees, agents and consultants assigned to perform work under this Agreement and at the site may be subject to security clearance at the sole discretion of the State.

21.3 **Probity Investigation of Subcontractors.** Contractor hereby acknowledges and agrees that the State shall have the right to conduct probity investigations of any Subcontractor prior to and during the term of its Subcontract with Contractor. Contractor shall be responsible for notifying Subcontractors of the possibility of such probity investigations.

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

21.5 **No State Responsibility.** The State shall not be responsible to pay any Subcontractor any amount due under its respective Subcontracts arising out of indemnity claims for which Contractor is responsible. No Subcontractor shall have any right against the State for labor, services, materials or Equipment furnished for the Services. Contractor acknowledges that its indemnity obligations to its Subcontractors under this Section 21 shall include all claims for payment or damages by any Subcontractor who furnishes or claims to have furnished any labor, services, materials or Equipment in connection with the Services, except to the extent its Subcontract has been assigned to the State as contemplated hereunder. Notwithstanding the foregoing, in the State's sole discretion, it can elect to pay Subcontractors directly if the Contractor fails to so pay the

Subcontractor, in which event the State may deduct any such payments made to Subcontractors from the amount the State owes the Contractor.

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

21.7 **Removal/Replacement of Subcontractors.** The State shall have the right to require Contractor to replace a Subcontractor for any reason, including, but not limited to: (a) material non-performance of the applicable Services performed by such Subcontractor in the State's reasonable determination that is not cured within a reasonable amount of time; (b) engagement by such Subcontractor in illegal activity or material violation of State and federal laws and regulations that is not cured within a reasonable amount of time, or (c) material violation of this Agreement attributable to such Subcontractor that is not cured within a reasonable amount of time. Upon any occurrence of any of the preceding events, the State shall promptly notify the Contractor of such occurrence in writing, and, if required by the State, Contractor shall replace such Subcontractor (at no penalties, fees or damages to the State) with another Subcontractor as soon as reasonably possible after receipt of such notice from the State, and such replacement Subcontractor shall be subject to the prior written approval of the State and subject to all requirements applicable to Subcontractor(s) under this Agreement. At all times, notwithstanding the removal of the Subcontractor, Contractor shall continue to perform all of its obligations under this Agreement in compliance with all of the terms and conditions of this Agreement.

22. DATA PROTECTION, SECURITY AND CONFIDENTIALITY

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

22.2 **Ownership of Data.** The Data is and shall remain the property of the State. Contractor shall promptly deliver the Data (or the portion of such the Data specified by the State) to the State in the format and on the media determined by the State: (a) at any time upon reasonable notice and at the State's reasonable request; and (b) at the end of the Term (except Records, which shall be retained by Contractor for the Record Retention Period, unless otherwise agreed in writing by the State). Thereafter, Contractor shall return or destroy (and with respect to Project Staff, shall ensure the return or

destruction of), as requested and directed by the State, all copies of Data in the possession of or under the control of Contractor or Project Staff as soon as possible, but in no event later than thirty (30) business days, and shall upon the State's written request, deliver to the State written certification of such return or destruction signed by an authorized representative of Contractor or the applicable Project Staff. Contractor shall not withhold any of the Data as a means of resolving any dispute. The Data shall not be utilized by Contractor for any purpose other than the performance of Services under this Agreement and Contractor shall at all times comply with any applicable State and federal laws and regulations as may be amended from time to time. The Data shall not be sold, assigned, leased, encumbered, commercially exploited or otherwise provided to Third Parties by or on behalf of Contractor or any Project Staff without the State approval. Contractor shall promptly notify the State in writing if it believes that the Data has been used in a manner inconsistent with the foregoing.

22.3 Security.

22.3.1 Safeguarding Procedures. As required by the security provisions of Exhibit G of Appendix G Contractor shall establish and maintain physical, environmental, safety and facility procedures, data security procedures and other safeguards against the destruction, loss, unauthorized access or alteration of the data in the possession and/or control of Contractor or Project Staff ("Data") which are: (a) no less rigorous than those maintained by the State prior to the Effective Date; (b) no less rigorous than those maintained by the State for its own information of a similar nature or for other customers of Contractor with respect to information of a similar nature; and (c) adequate to meet the requirements of the State's privacy, security and records retention policies and applicable State and federal laws and regulations, including HIPAA and the ACA. With respect to the Data in Contractor's possession or direct or indirect control, Contractor shall provide the State with downloads of the Data in Contractor's possession, as requested by the State, to enable the State to maintain backup security or backup copies of the Data. Contractor shall remove all the Data from any media taken out of service and shall destroy or securely erase such media in accordance with applicable industry standards. No media on which the Data is stored may be used or re-used to store data of any other customer of Contractor or to deliver data to a Third Party, including another Contractor customer, unless securely erased. In the event Contractor discovers or is notified of a breach or potential breach of security relating to the Data in Contractor's possession or direct or indirect control, Contractor shall: (i) expeditiously notify the State in writing of such breach or potential breach in sufficient time to allow the State to comply with any applicable notification or other State and federal laws and regulations; (ii) investigate such breach or potential breach and perform a Root Cause Analysis thereon and provide such root

cause analysis report to the State; (iii) remediate the effects of such breach or potential breach of security, provided that the State, its Third Parties or its Affiliates are not the direct cause of the breach or potential breach; (iv) provide the State with such assurances as the State shall request that such breach or potential breach shall not recur, provided that the State, its Third Parties or its Affiliates are not the direct cause of the breach or potential breach; (v) provide periodic updates of any investigations to the State; and (vi) cooperate with the State with respect to any investigation by the State.

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

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

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

22.3.5 Advice on Best Practices. Contractor and the State shall discuss, as appropriate at applicable meetings, data security practices,

procedures and safeguards in effect for other Contractor customers, subject to Contractor's confidentiality obligations, where such practices, procedures and safeguards are of a higher standard than those contemplated under this Agreement.

22.4 Confidentiality.

22.4.1 Confidentiality Obligations.

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

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

Party) to promptly provide the other Party's Confidential Information (including copies thereof) to the other Party if requested to do so.

22.5 **Subject to State Law.** Notwithstanding the above, Contractor acknowledges that the State is subject to R.I.G.L. 38-2-2 and that this Agreement shall be a public record as defined in R.I.G.L. 38-2-2. Any specific information that is claimed by Contractor to be Confidential Information must be clearly identified as such by Contractor with a citation to specific statutory exemptions under R.I.G.L. 38-2-2. To the extent consistent with R.I.G.L. 38-2-2, the State shall maintain the confidentiality of all such information marked confidential or proprietary by the Contractor.

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

22.7 **Legally Required Disclosures.** The Receiving Party may disclose the Confidential Information of the Disclosing Party to the extent disclosure is based on the good faith written opinion of the Receiving Party's legal counsel that disclosure is required by applicable State and federal laws and regulations; provided, however, that the Receiving Party shall give advance notice of such requested disclosure and a legal opinion to the Disclosing Party prior to any such disclosure and shall use commercially reasonable efforts to obtain a protective order or otherwise protect the confidentiality of the Disclosing Party's Confidential Information. Notwithstanding the foregoing, the Disclosing Party reserves the right to obtain a protective order or otherwise protect the confidentiality of such Confidential Information. For purposes of this, the Parties' in-house counsel or law department may act as their respective legal counsel.

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

22.9 **Return/Destruction of Confidential Information.** Upon the expiration or termination of the Term, and at any other time upon written request by the

Disclosing Party, the Receiving Party shall return to the Disclosing Party all applicable Confidential Information (including all documentation in any medium to the extent it contains, refers to, or relates to the Confidential Information) of the Disclosing Party then in its possession or control, in whatever form, or, in the case of a written request by the Disclosing Party, the Confidential Information specified in such request as then in the Receiving Party's possession or control, in whatever form, in any case within thirty (30) days (except Records, which shall be retained by Contractor for the Record Retention Period unless and to the extent Contractor is directed by the State to deliver such Records to the State prior to the expiration of such Record Retention Period). In addition, unless the Disclosing Party otherwise consents in writing, the Receiving Party also shall deliver to the Disclosing Party or, if requested by the Disclosing Party, shall delete or destroy, any copies, duplicates, summaries, abstracts or other representations of any such Confidential Information or any part thereof, in whatever form, then in the possession or control of the Receiving Party. Notwithstanding the foregoing: (a) Contractor may retain a reasonable number copies of documentation and data, excluding the Data, for archival purposes or warranty support; provided, however, that any subsequent disclosure of such archived data shall comply with this Section 22; and (b) the State may retain copies of Contractor Confidential Information to the extent required by applicable State and federal laws and regulations, to the extent otherwise permitted under this Agreement and for legal archival purposes; provided, however, that any subsequent disclosure of such archived data shall comply with this Section 22. Each Party shall deliver to the other Party written certification of its compliance with this Section 22 signed by an authorized representative of such Party.

22.10 Injunctive Relief. If the Receiving Party or anyone acting on its behalf or operating under its control, publishes, transmits, releases, discloses or uses any Confidential Information of the Disclosing Party in violation of this Section 22, or if the Disclosing Party anticipates that the Receiving Party may violate or continue to violate any restriction set forth in this Section 22, then the Disclosing Party shall have the right to have the provisions of this Section 22 specifically enforced by any court having equity jurisdiction, without being required to post bond or other security and without having to prove the inadequacy of available remedies at law, it being acknowledged and agreed that any such violation shall cause irreparable injury to the Disclosing Party and that monetary damages shall not provide an adequate remedy.

22.11 Reporting Unauthorized Disclosures. Contractor will immediately report to the State any and all unauthorized disclosures or uses of the State's Confidential Information of which it or its Staff is aware or has knowledge. Contractor acknowledges that any publication or disclosure of the State's Confidential Information to others may cause immediate and irreparable harm to the State. If Contractor should publish or disclose such Confidential Information to others without authorization, the State shall immediately be

entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period.

22.12 Indemnification. Contractor shall indemnify and hold harmless the State Indemnitees from all damages, costs, liabilities, and expenses (including without limitation reasonable attorneys' fees) caused by or arising from Contractor's failure to adequately protect the State's Confidential Information including any violation of applicable provisions of HIPAA or the ACA. The foregoing shall include reasonable expenses paid by State to mitigate actual caused by or arising from Contractor's failure to adequately protect the State's Confidential Information including any violation of applicable provisions of HIPAA or the ACA. As a condition to the foregoing indemnity obligations, the State shall provide Contractor with prompt notice of any claim of which the State is aware and for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with Contractor in connection with any such claim. Contractor shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing.

22.13 Nondisclosure of Other State Information. The use or disclosure by Contractor of any State or State information not necessary for, or directly connected with, the performance of Contractor's responsibility with respect to Services is prohibited, except upon the express written consent of the State.

22.14 Federal Regulations. This Agreement is in support of the State's implementation of the Patient Protection and Affordable Care Act of 2010, and is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. This Agreement is subject to, and incorporates by reference, 45 CFR 74.36 and 45 CFR 92.34 governing rights to intangible property. Intangible property includes but is not limited to: computer software; patents, inventions, formulae, processes, designs, patterns, trade secrets, or know-how; copyrights and literary, musical, or artistic compositions; trademarks, trade names, or brand names; franchises, licenses, or contracts; methods, programs, systems, procedures, campaigns, surveys, studies, forecasts, estimates, customer lists, or technical data; and other similar items. The Contractor may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under this Agreement. The Contractor must deliver all intangible property, including but not limited to, intellectual property, to the State in a manner that ensures the Centers for Medicare & Medicaid Services, an agency of the Department of Health and Human Services, obtains a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. Federal purposes include the purpose of administering states exchanges under the Affordable Care Act of 2010. The Contractor is further subject to applicable

regulations governing patents and inventions, including those issued by the Department of Commerce at 37 CFR Part 401.

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

22.16 Survival. The provisions of this Section 22 shall remain in effect following the termination or expiration of this Agreement.

23. INDEMNIFICATION.

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

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

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

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

23.1.4 Any aspect of the employment of Project Staff (including transferred Project Staff solely with respect to Losses accruing on or after their applicable employment dates with Contractor), or the termination of

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

23.1.5 Any improper disclosure, misuse or theft of Data by Contractor or its Subcontractors, including any violation of HIPAA or breach of the Business Associate Agreement;

23.1.6 For any personally identifiable information ("PII")or PHI (as defined in HIPAA) that becomes accessed by a third party when such access occurs while the information is under the care, custody, or control of the Contractor, the Contractor shall be responsible for any remediation needed as a result of the access and any damages arising therefrom in accordance with federal and state statutes and regulations;

23.1.7 Any introduction by Contractor or its Subcontractors of Malicious Code in the State's environment, network or systems, to the extent Losses caused by such introduction arise from acts, errors or omissions of Contractor or Project Staff;

23.1.8 Contractor's material breach of its obligations under Section 27.10 (Conflicts of Interest);

23.1.9 Contractor's breach of or failure to obtain, maintain or comply with any State or Federal governmental approvals required to be maintained by Contractor under this Agreement, or to assist the State, as required under this Agreement, with obtaining any applicable Federal or State governmental approvals, including certification of the Exchange.

23.1.10 Contractor's breach of or failure to obtain, maintain or comply with any Third Party consent or to comply with any Third Party consent;

23.1.11 Any failure by Contractor to pay applicable taxes, together with any interest and penalties, assessed or imposed against the State for which Contractor has responsibility or applicable State and federal laws and regulations; and

23.1.12 A Contractor or its Subcontractor asserting rights under this Agreement, or any entity to which Contractor assigned, transferred, pledged, hypothecated or otherwise encumbered its rights to receive payments from the State under this Agreement.

23.1.13 Such defense and payment will be conditional upon the following:

(a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time.

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

23.1.14 Contractor Limitation on Non-Direct Damages. THE CONTRACTOR SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY AND/OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR LOSS OF BUSINESS, LOST GOODWILL, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM IN WHICH ANY ACTION IS BROUGHT. THIS SECTION SHALL NOT APPLY TO CONTRACTOR'S LIABILITY UNDER ITS INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTIONS 22.12, 23.1, 23.2, OR ITS INDEMNIFICATION OBLIGATIONS SET OUT ELSEWHERE IN THIS AGREEMENT, OR TO DAMAGE CAUSED TO STATE BY INTENTIONAL ACTS ON THE PART OF THE CONTRACTOR OR CONTRACTOR'S EMPLOYEES.

23.1.15 Contractor Limitation on Direct Damages. THE CONTRACTOR SHALL NOT BE LIABLE FOR DIRECT DAMAGES TO

STATE ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING $2,000,000, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM IN WHICH ANY ACTION IS BROUGHT. THIS SECTION SHALL NOT APPLY TO CONTRACTOR LIABILITY UNDER ITS INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTIONS 22.12, 23.1, 23.2, OR ITS INDEMNIFICATION OBLIGATIONS SET OUT ELSEWHERE IN THIS AGREEMENT, OR TO DAMAGE CAUSED TO STATE BY INTENTIONAL ACTS ON THE PART OF THE CONTRACTOR OR CONTRACTOR'S EMPLOYEES.

23.2 Contractor Infringement Indemnification.

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

23.2.2 With respect to claims arising from computer hardware or Software manufactured by a Third Party and provided by Contractor as a reseller/licensor, Contractor will pass through to the State such indemnity rights as it receives from such Third Party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the Third Party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section 23. The provisions of the preceding sentence apply only to Third Party computer hardware or Software sold as a distinct unit and accepted by the State. Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section 23 will be conditional upon the following:

(a) The State will notify Contractor of any such claim in writing and Contractor shall the defense thereof within a reasonable time.

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

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

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

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

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

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

23.2.3 Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer Software in violation of copyright laws and other intellectual property rights. Contractor further certifies and warrants to the State that it has the legal title to any Software or has obtained the right from the legal owners to use and to license to use to the State.

24. STATE'S LIMITATION OF LIABILITY.

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

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

25. INSURANCE AND RISK OF LOSS.

25.1 Required Insurance Coverages. During the Term, at its sole expense, Contractor, and its Subcontractor, provide and maintain insurance required under the RFP, except that wherever the RFP refers to insurance required to have limits of no less than $1,000,000, those limits shall be increased to no less than $2,000,000. The fact that Contractor has obtained the insurance required in this Section 25 shall in no manner lessen nor otherwise affect Contractor's other obligations or liabilities set forth in this Agreement including its obligations to defend, indemnify and hold the State Indemnitees harmless in accordance with Sections 22.12, 23.1, 23.2, or its indemnification obligations set out elsewhere in this agreement. If Contractor retains any Subcontractors, Contractor shall require all such Subcontractors to carry the coverages that are commensurate with the Services being performed by each such Subcontractor.

25.2 No Implied Limitation. The obligation of Contractor and its Subcontractors to provide the insurance specified in this Agreement shall not limit in any

way any obligation or liability of Contractor provided elsewhere in this Agreement.

25.3 Risk of Loss.

25.3.1 General. Each Party shall be responsible for risk of loss of, and damage to, any Equipment or Software in its possession or control, and such Party shall be responsible for the cost of any necessary repair or replacement of such Equipment or Software due to an Event of Loss (defined below). Each Party shall promptly notify the other Party of any damage (except normal wear and tear), destruction, loss, theft or government taking of any item of the other Party's Equipment or Software ("Event of Loss") in its possession or control. For Events of Loss for which the State is responsible, such repair or replacement shall not be considered part of Contractor's Service obligations, but Contractor shall, if requested by the State, coordinate and oversee repair or replacement performed by a Third Party as an expense of the Stat.

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

26. ADDITIONAL RIGHTS AND REMEDIES.

26.1 Withholding Payments.

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

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

26.1.3 The State may withhold all or any such monies due and payable to Contractor as described in this Section 26, without penalty, to the extent amounts are in dispute or potential loss or liability exists and until such failure to perform is cured or otherwise adjudicated, or the potential loss or liability ceases.

26.2 SLAs. If the Contact Center fails to meet SLAs, for reasons not attributable to failure of the State's obligations under this Agreement, Contractor shall modify its operations at no additional cost to the State in order to provide a solution that complies with such SLAs.

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

26.4 Suspension Due to Breach. In the event the State reasonably determines that a material breach of Agreement has occurred in Contractor's compliance with the conditions of this Agreement or if the State has reason to believe that fraud, abuse, malfeasance, misfeasance or nonfeasance has occurred on the part of Contractor under this Agreement, and the situation is deemed by the State to merit corrective action, the following sequential suspension procedure may be implemented by the State:

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

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

26.4.3 The State will notify Contractor in writing in accordance with Section 33.22 as to the State's final disposition of the State's concerns.

26.4.4 Upon receipt of notice of final disposition by Contractor, the State reserves the right to suspend all, or part of, this Agreement, and to withhold further payments which are not due and payable under the terms of this Agreement on the date of suspension, or to prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action, if necessary, by Contractor or a decision by the State to terminate in accordance with Section 29.2 (Termination for Default).

26.5 Suspension for Convenience. The State may, at any time, by written stop work order to Contractor, require Contractor to stop all, or any part, of the work called for by this Agreement for a period up to ten (10) days after the

stop work order is delivered to Contractor, and for any further period to which the Parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. A stop work order will not be issued to Contractor without the provision of written notice to Contractor no less than thirty (30) days before the services hereunder are to be suspended by the stop work order. Within a period of ten (10) days after a stop work order is delivered to Contractor, or within any extension of that period to which the Parties shall have agreed, the State shall either:

26.5.1 Cancel the stop work order; or

26.5.2 Terminate the work covered by the stop work order as provided for in Section 29.3 (Termination for the Convenience of the State) of this Agreement.

26.6 Stop Work Order.

26.6.1 If a stop work order issued under this Section 26.6 is canceled or the period of the stop work order or any extension thereof expires, Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the fees under this Agreement, the applicable Payments due hereunder, or a combination of the foregoing, and this Agreement shall be modified, in writing, accordingly, if:

(a) The stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to the performance of any part of this Agreement; or

(b) Contractor's ability to fulfill its obligations hereunder is affected by the stop work order.

26.6.2 If a stop work order is not canceled and the work covered by the stop work order is terminated in accordance Section 29.3 (Termination for the Convenience of the State), the State shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.

26.6.3 The State shall not be liable to Contractor for loss of profits because of a stop work order issued under this Section 26.6.

26.6.4 Contractor shall not indemnify the State for costs or damages relating to labor or employment Claims brought against the State by third parties which arise out of a stop work order issued under this Section 26.6.

26.7 **Correction or Removal.** The State may correct such defects or nonconformities or cure any Contractor default under this Agreement without prejudice to any other remedy it may have if Contractor fails to correct Deficiencies as required in this Agreement or if Contractor otherwise defaults or fails to perform any provision of this Agreement within thirty (30) calendar days of receipt of notice from the State of such defaults or failures to perform.

27. REPRESENTATIONS, ADDITIONAL WARRANTIES AND COVENANTS

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

27.2 **Performance of the Services.** Contractor represents and warrants to the State that Contractor, directly and/or through its Subcontractors, has the skills, resources and expertise to provide and covenants that it shall perform all Services required under this Agreement in a professional manner, with high quality and in accordance with the standards of care and diligence and the level of skill, knowledge and judgment normally practiced by nationally recognized services firm in performing services of a similar nature. If this Agreement specifies a particular standard or criteria for performance, this warranty is not intended to and does not diminish that standard or criteria for performance. Without limiting the generality of the foregoing, Contractor represents and warrants to the State that all Services provided under this Agreement shall be provided in a timely, professional and workmanlike manner consistent with the industry standards of quality and integrity; provided, however, that where this Agreement specifies a particular standard or criteria for performance, including applicable SLAs, this warranty is not intended to and does not diminish that standard or criteria for performance.

27.3 **Efficiency and Cost Effectiveness.** Contractor covenants to the State that Contractor shall use best efforts to provide the Services in a cost-effective manner consistent with the required levels of quality and performance. Without limiting the generality of the foregoing, such actions shall include: (a) making adjustments in the timing of actions and the performance of non-critical functions (consistent with the State priorities and schedules for the Services and Contractor's obligation to meet the Milestones and SLAs); (b)

scheduling usage of State system resources to low utilization periods where practicable and in Contractor's control; and (c) efficiently using the processes and resources for which the State is charged hereunder, consistent with industry norms.

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

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

27.6 **No Litigation.** Contractor represents and warrants to the State that as of the Effective Date there is no pending or, to its knowledge, anticipated claim, suit or proceeding that involves Contractor that would materially and adversely affect Contractor's ability to perform its obligations under this Agreement. At all times during the Term, Contractor shall notify the State, within a reasonable period of time after Contractor's knowledge of any such claim, suit or proceeding initiated by or against Contractor that would materially adversely affect Contractor's ability to perform under this Agreement.

27.7 **Information Furnished to the State.** Contractor represents and warrants to the State that to the best of its knowledge after due inquiry: (a) the Proposal; (b) all written clarifying responses and other written information submitted by or on behalf of Contractor as part of the RFP process; (c) all pricing information and disclosures; and (d) all the information provided by Contractor made a part of this Agreement contains no untrue statement of a

material fact or omits any material fact necessary to make such information not misleading.

27.8 **Covenant Regarding Malicious Code.** Contractor shall cooperate with the State and shall take commercially reasonable actions to prevent the introduction and proliferation of Malicious Code into the State's networks, environments and/or systems (including all subcomponents thereof) or networks, environments and/or systems (including all subcomponents thereof) used by Contractor to provide the Services. Without limiting Contractor's other obligations under this Agreement, in the event Malicious Code is found in any Contractor Intellectual Property, Deliverables, Equipment, Software, networks, environments and/or systems (including all subcomponents thereof): (a) managed, supported and/or provided by Contractor hereunder; (b) used or accessed by Contractor to provide the Services; and/or (c) used or accessed by the State to receive the Services, then in any such case Contractor shall, at no additional cost or charge to the State, eliminate and reduce the effects of such Malicious Code and, if the Malicious Code causes a loss of Operational efficiency or loss of data, to mitigate such losses and restore such data with generally accepted data restoration techniques; provided that in the case of clauses (b) or (c), Contractor's obligations shall apply only if such Malicious Code was introduced by Contractor, Contractor's its Subcontractors.

27.9 **Covenant Against Gratuities.** Contractor represents and warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, its Subcontractors, or any of their agents or representatives, to any officer or employee of the State with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement. For breach or violation of this warranty, the State shall have the right to terminate this Agreement, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items or Services which Contractor is required to furnish under this Agreement shall be borne and paid for by Contractor. The rights and remedies of the State provided in this Section 26 are not be exclusive and are in addition to any other rights and remedies provided by law or in equity. For breach or violation of this Section 26, the State shall have the right to terminate this Agreement, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any Deliverables or Services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of the State provided in this Section 27 shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

27.10 **Conflicts of Interest.** In its proposal and subsequent documentation to State, attached hereto as Exhibit F of Appendix G, Contractor has made commitments regarding assurances to avoid actual or perceived conflicts of interest between Contractor's role as an unbiased provider of information and advice, as envisioned in the Services provided under this Agreement and,

other businesses and customers of Contractor and Contractor's Affiliates.. Any actions or inactions by Contractor or Contractor's staff which provide any advantage to any of Contractor's Affiliates shall be considered a material breach of this Agreement, whether or not such action or inaction is specifically discussed in Exhibit F of Appendix G. Contractor shall respond promptly to State's request for information regarding its conflict of interest protocols. Should the State have concerns about any actual or perceived conflict of interest, the State may require Contractor to promptly produce a new conflict of interest plan to alleviate such actual or perceived conflict. Such plan must be reviewed and approved by the State, acting reasonably, and shall be implemented by Contractor without undue delay following the State's approval.

28. Fiscal Assurances.

28.1 Contractor agrees to segregate all receipts and disbursements pertaining to this Agreement from recipients and disbursements from all other sources, whether by separate accounts or by utilizing a fiscal code system.

28.2 Contractor assures a system of adequate internal control will be implemented to ensure a separation of duties in all cash transactions.

28.3 Contractor assures the existence of an audit trail which includes: cancelled checks, voucher authorization, invoices, receiving reports and time distribution reports.

28.4 Contractor assures a separate subsidiary ledger of equipment and property will be maintained.

28.5 Contractor agrees any unexpended funds from this Agreement are to be returned to the State at the end of the time of performance unless the State gives written consent for their retention.

28.6 Contractor shall comply with the following:

28.6.1 OMB Circular A-21: Cost Principles for Educational Institutions

28.6.2 OMB Circular A-87: Cost Principles For State, Local and Indian Tribal Governments

28.6.3 OMB Circular A-102: Grants to and Cooperative Agreements with State and Local Governments

28.6.4 OMB Circular A-110: Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations

28.6.5 OMB Circular A-122: Cost Principles for Nonprofit Organizations

28.7 If Contractor expends Federal funds during the Contractor's fiscal year of $300,000 or more, then OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations shall apply.

28.8 This Agreement may be funded in part with Federal funds under CFDA 93.525 and 93.778.

29. **TERMINATION OF CONTRACT.** This Agreement may be terminated by the State as follows, at the State's sole discretion, for any reason listed herein; provided, however, that the State shall pay for Contractor's reasonable costs for work in progress and wind down costs, but not lost profits, only when termination is for the convenience of the State:

29.1 **Termination for Unavailability of Funds.** The State, in its sole discretion, may terminate this Agreement, in whole or in part, with sixty (60) days notice to the Contractor, in the event funding is delayed, reduced or eliminated in the current or any future fiscal year as described in Section 10 (Funding Contingency).

29.2 **Termination for Default.** If Contractor materially breaches this Agreement, then the State shall give Contractor written notice of such breach. Contractor shall correct the breach within thirty (30) days or as otherwise required by the State. If the breach is not corrected, the State shall follow the Dispute Resolution process outlined in Section 33.12 of this Agreement. If, after diligent efforts to resolve the breach following the cure period and the Dispute Resolution process, the parties fail to resolve the matter, this Agreement may then be terminated within 10 business days by written notice from the State to Contractor. The option to terminate shall be at the sole discretion of the State.

29.3 **Termination for Convenience of the State.** The State may terminate performance of work under this Agreement for its convenience, in whole or in part, from time to time, by notice of such termination specifying the extent of termination and the effective date thereof ("Notice of Termination"). Termination shall be effective as of the close of business on the date specified in the Notice of Termination, which shall be at least ninety (90) days from the date of receipt of the Notice of Termination by Contractor.

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

29.5 **Termination for Contractor's Bankruptcy.** In the event that Contractor shall cease conducting business in the normal course, become insolvent,

make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets, or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any State relating to insolvency or the protection of the rights of creditors, the State may, at its option, terminate this Agreement in whole or in part. In the event the State elects to terminate this Agreement under this Section 29, it shall do so by sending Notice of Termination. The date of termination shall be the close of business on the date specified in such notice to Contractor. In the event of the filing of a petition in bankruptcy by or against a principal Subcontractor, Contractor shall immediately advise the State.

29.6 Termination by EOHHS. The Executive Office of Health and Human Services (EOHHS), as an agency party to this Agreement, shall have the right to withdraw from this Agreement one year following the execution hereof. In order to effectuate such termination EOHHS must send written notice to the other State agencies party to this Agreement, and to Contractor, no less than 60 days in advance of the anniversary of execution hereof. Following withdrawal by EOHHS, this Agreement shall remain in full force and effect against the other parties.

30. Termination by Contractor

30.1 Termination for Default. If the State materially breaches this Agreement, the Contractor shall give State written notice of such breach. State shall correct the breach within thirty (30) days. For breaches for which the remedy is outside of the control of the agencies directly responsible for the implementation of the Services contemplated in this Agreement, the State shall correct the breach within ninety (90) days from its receipt of notice of same from Contractor. If the breach is not corrected, the Contractor shall follow the Dispute Resolution process outlined in Section 33.13 of this Agreement. If, after diligent efforts to resolve the breach after the notice period and the Dispute Resolution process, the parties have failed to resolve the breach, this Agreement may be terminated within ten (10) business days by written notice by the State in the sole discretion of the State.

31. Termination Procedure.

31.1 Upon termination of this Agreement, the State, in addition to any other rights provided in this Agreement, may require Contractor to deliver to the State any property, including Deliverables, for such part of this Agreement as has been terminated and for which Contractor has or will receive payment.

31.2 After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

31.2.1 stop work under this Agreement on the date, and to the extent specified, in the notice;

31.2.2 Place no further orders or subcontracts for materials, Services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated;

31.2.3 As soon as practicable, but in no event longer than 30 days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section 31;

31.2.4 Complete performance of such part of this Agreement as shall not have been terminated by the State;

31.2.5 Take such action as may be necessary, or as the State Project Manager may direct, for the protection and preservation of the property related to this Agreement which is in the possession of Contractor and in which State has an interest;

31.2.6 Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State Project Manager, any property which is required to be furnished to State and which has been Accepted or requested by the State; and

31.2.7 Provide written certification to the State that Contractor has surrendered to the State all said property.

31.3 At the State's option, termination for any reason listed herein may also be considered termination for convenience.

32. END OF CONTRACT CONVERSION.

32.1 The Parties understand and agree that the State (at the discretion of the State) shall designate a specified period near the end of the Term of this Agreement, whether for Agreement expiration or for Termination for Breach or Convenience, for conversion to the replacement services (the "Conversion Period"), provided however, the Conversion Period shall not exceed one hundred eighty (180) calendar days and shall not extend beyond the Term by more than sixty (60) days. The Contractor shall cooperate fully and in good faith with the State and the successor vendor in the conversion. Contractor shall remove, at its sole cost and expense, all Contractor-owned equipment and materials relating to this Agreement from each State location within fourteen (14) calendar days after notice is provided by the State or conversion to the new services, whichever comes first. Efforts of and services provided by Contractor during any Conversion Period shall be invoiced and paid at the time and materials rates set forth in this Agreement.

32.2 Except in the case where the Agreement has terminated for breach due to State non-payment to Contractor of undisputed invoices, Contractor shall cooperate fully with the State and the successor vendor throughout the Conversion Period. If such non-payment circumstances arise, Contractor's sole obligation after termination of this Agreement is to provide the State its Data and Documentation, as well as any Contractor obligations which are to survive termination or expiry of this Agreement. In all other circumstances of termination or expiration of this Agreement, Contractor shall continue to provide the services called for under this Agreement at a consistently high level without interruption during the Conversion Period and if the Conversion Period extends beyond the Term, then the State shall continue to pay the Contractor at the rates called for hereunder if and only to the extent that the Contractor is the principal entity providing contact center services. The Contractor shall support the successor vendor in connection with the conversion, including turning over files, Data, training materials, job control information, work procedures and other relevant information, until the successor vendor can provide services substantially similar to the Services at a consistently high level without interruption. Nothing hereunder shall require Contractor to turn over any Contractor trade secrets or other intellectual property to a successor contractor directly or through the State. The State will determine when Contractor transition services are not necessary; provided however, that the Conversion Period shall not extend more than sixty (60) days after the end of the Term.

32.3 Except in the case where the Agreement has terminated for breach due to State non-payment of agreed upon invoices to Contractor, throughout the Conversion Period, the Contractor shall provide sufficient experienced personnel, resources and facilities to assure that the services to be provided under this Agreement are maintained at a high level of proficiency. Efforts of and services provided by Contractor during any Conversion Period shall be invoiced and paid at the time and materials rates set forth in this Agreement. The State in its reasonable discretion may assess up to $7,500 per day as liquidated damages (and not as a penalty) for performance it deems unsatisfactory and non-compliant with this Section 32.

33. GENERAL CONDITIONS.

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

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

33.1.2 the Affordable Care Act;

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

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

33.1.5 the Business Associate Agreement;

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

33.1.7 any specific safety requirements contained in this Agreement or as required by applicable State or Federal Laws and Regulations. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Agreement in accordance with Section 29.2 (Termination for Default); and

33.1.8 all applicable State and Federal manuals, policies, procedures, directives, guidance and other requirements, including the State Medicaid State Medicaid Manual, with all related Action Transmittals (AT) and Information Memoranda (IM), as well as any modifications or changes thereto, and any changes to 42 CFR, 45 CFR, and 95 CFR as they refer to the use of Contractor's Services under this Agreement.

33.2 Antitrust Violations. Contractor recognizes that overcharges resulting from antitrust violations are in actual economic practice usually borne by the State. Therefore, Contractor hereby assigns to the State any and all claims for such overcharges as to goods and services purchased in connection with this Agreement, except as to overcharges not passed on to the State resulting from antitrust violations commencing after the date of the bid, quotation, or other event establishing the prices under this Agreement.

33.3 Assignment. Contractor Assignment. Contractor shall not sell, transfer, assign, or otherwise dispose of this Agreement or any portion thereof or of any right, title, or interest therein without written consent of the State. Any such purported assignment or transfer shall be void. If approved, any assignee shall be subject to all terms and conditions of this Agreement. No approval by the State of any assignment may be deemed to obligate the State beyond the provisions of this Agreement. This provision includes reassignment of this Agreement due to change in ownership of Contractor. The State shall at all times be entitled to assign or transfer its rights, duties, and/or obligations under this Agreement to another governmental agency in the State of Rhode Island upon giving prior written notice to Contractor.

33.4 Authority. Contractor shall have no authority to bind, obligate or commit the State by any representation or promise without the prior written approval of the State.

33.5 **Authorization.** Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any Losses arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any Third Party which might abridge any right of the State under this Agreement. Contractor further warrants that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement and to bind Contractor to each and every one of the terms, conditions and obligations set forth herein.

33.6 **Covenant Against Contingent Fees.** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or a bona fide established commercial or selling agency of Contractor. In the event of breach of this Section 33 by Contractor, the State shall have the right to either annul this Agreement without liability to the State, or, in the State's discretion, deduct from payments due to Contractor, or otherwise recover from Contractor, the full amount of such commission, percentage, brokerage, or contingent fee.

33.7 **Cooperation of Parties.** The Parties agree to fully cooperate with each other in connection with the performance of their respective obligations and covenants under this Agreement. Contractor shall provide all reasonable assistance to, and cooperation with, all other contractors of the State that are providing goods or services to or on behalf of the State relating to the Project or otherwise providing services to the State, including its agents and/or any contractor or contractors as may be engaged by the State to monitor, validate or verify Contractor's performance. Contractor shall be liable to the State for the actual additional costs incurred due to its failure to cooperate with other contractors of the State. If reasonably requested to facilitate such cooperation, Contractor and any other contractor of the State shall enter into written contract(s) that reasonably limit(s) their disclosure and use of each other's Confidential Information in the course of their performance of services for the State.

33.8 **Conflict of Interest.** Contractor certifies that its officers, members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance of any Services hereunder. Contractor further certifies that in the performance of this Agreement, Contractor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the State.

33.9 **Certifications Related to Lobbying.** Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the

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

33.10 Contractor shall also provide required disclosure information if Contractor participates in lobbying activities during the Term.

33.11 Debarment and Suspension. Contractor certifies to the State that it is not debarred, suspended, or otherwise excluded from or ineligible for, participation in Federal or state government contracts. Contractor certifies that it will not contract with a Subcontractor that is so debarred or suspended.

33.12 Dispute Resolution. This provision shall govern any dispute between the State and Contractor arising from or related to the subject matter of this Agreement that is not resolved by agreement between their respective personnel responsible for day-to-day administration and performance of this Agreement.

Prior to termination under Sections 29.2 or 30.1, but after the cure periods described thereunder, the party believing itself aggrieved (the "Invoking Party") will call for progressive management involvement in the dispute negotiation by giving immediate written notice to the other party.

The State and Contractor will use their best efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between their negotiators at the following successive management levels, each of which will have a period of allotted time as specified below in which to attempt to resolve the dispute:

Level	CONNEXTIONS	State	Timeframe
First Level	Project Director/ Manager	State Project Manager	5 business days
Second Level	Vice President	Assistant Director	5 business days
Third Level	SVP/Executive Sponsor	Director	5 business days

Should such dispute resolution and successive escalation procedures fail to resolve the dispute or claim of breach, the parties shall enter non-binding mediation within ten (10) days by a State named mediator free of conflicts of interest. Costs for the mediator will be shared equally between the parties other mediation costs will be borne by the individual parties incurring the cost. The mediation shall take place in Rhode Island. Where mediation has been unsuccessful as determined by the invoking party, the invoking party may effectuate termination of this Agreement in accordance with Sections 29.2 or 30.1.

33.13 Cost of Litigation. Other than a party's indemnification obligations as set forth herein, each Party shall bear its own costs for litigation arising out of this Agreement.

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

33.15 Construction

33.15.1 Captions and References. Captions, titles and headings to articles and sections of this Agreement are inserted for convenience of

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

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

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

33.15.4 **References to Contractor.** As used in this Agreement relating to the provision of Services hereunder, references to "Contractor" also shall apply to Subcontractors, and Project Staff in accordance with the following: (i) a reference to Contractor shall mean at all times that Contractor is responsible for ensuring and causing the compliance of Subcontractors, Affiliates of Contractor and Project Staff with the terms and conditions of this Agreement; (ii) with regard to complying with the terms and conditions of this Agreement, references to Contractor include Affiliates of Contractor and Subcontractors to the extent that such Affiliates of Contractor and/or Subcontractors are providing the Services; and (iii) with regard to complying with the terms and conditions of this Agreement, references to Contractor include the applicable Project Staff who are providing the Services. Notwithstanding the foregoing, under no circumstances shall Affiliates of Contractor, Subcontractors or Project Staff be eligible for or exercise, use or enjoy any rights or benefits of Contractor under the terms and conditions of this Agreement, unless otherwise explicitly stated in the applicable term or condition of this Agreement.

33.15.5 **References to Statutes.** Each reference to a statute or statutory provision includes any statute or statutory provision which amends, extends, consolidates or replaces the statute or statutory provision or which has been amended, extended, consolidated or replaced by the statute or statutory provision and includes any

orders, regulations, by-laws, ordinances, codes of practice or instruments made under the relevant statute.

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

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

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

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

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

33.15.11 **Neither Party Considered Drafter.** Despite the possibility that one Party may have prepared the initial draft of this Agreement or played the greater role in the preparation of subsequent drafts, the Parties agree that neither of them shall be deemed the drafter of this Agreement, and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one Party on the ground that such provision was drafted by the other Party.

33.16 **Due Diligence Complete.** Contractor hereby acknowledges and agrees that it has reviewed the State's requirements set forth in this Agreement, reviewed the States Policies and Rules, and has completed all due diligence it deems necessary to perform and manage the Services for the State in conformance with the terms of this Agreement. Contractor hereby acknowledges that Contractor has obtained, through the State or otherwise, all information and documents that Contractor deems necessary for

Contractor to negotiate the terms and conditions of this Agreement and to enter into and perform its obligations under this Agreement in accordance with its terms (collectively, the "Due Diligence Information"). Contractor shall not be relieved of any of its obligations under this Agreement nor shall the payments, Services or SLAs, or any other terms and conditions of this Agreement be adjusted, as a result of: (a) Contractor's failure to review the Due Diligence Information; (b) any inaccuracies, errors, or omissions contained in the Due Diligence Information; and/or (c) Contractor's failure to request any information or documents from the State.

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

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

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

33.20 Waiver of Rights. Any action or inaction by the State or the failure of the State on any occasion to enforce any right or provision of this Agreement, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

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

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

Contractor at:

Connextions, Inc.
Attention: President
3600 eCommerce Pl.
Orlando, FL 32808 407-926-2411 (phone)

To State at:

Rhode Island Health Benefits Exchange
Attn: Director Christine Ferguson
Office of the Governor
82 Smith Street
Providence, RI 02903

With separate copy to:

Rhode Island Health Benefits Exchange
Attn: Assistant Director Angela Sherwin
Office of the Governor
82 Smith Street
Providence, RI 02903

AND

Rhode Island Executive Office of Health and Human Services
Attn: Secretary Steven Costantino
Louis Pasteur Building
57 Howard Avenue
Cranston, RI 02920

With separate copy to:

Rhode Island Executive Office of Health and Human Services
Attn: General Counsel Jacqueline Kelley
Louis Pasteur Building
57 Howard Avenue
Cranston, RI 02920

AND

Rhode Island Department of Administration
Attn: Director Richard Licht
1 Capital Hill, 4th Floor
Providence, RI 02903

With separate copy to:

Rhode Island Department of Administration
Attn: Daniel Majcher,
1 Capital Hill, 4th Floor
Providence, RI 02903

AND

Rhode Island Office of the Health Insurance Commissioner
Attn: Christopher Koller
1511 Pontiac Ave, Bldg 69-1
Cranston, RI 02920

With separate copy to:

Rhode Island Office of the Health Insurance Commissioner
Attn: Linda Johnson, Operations Director
1511 Pontiac Ave, Bldg 69-1
Cranston, RI 02920

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

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

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

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

Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive. For the avoidance of doubt, the terms of Section 22.12 (Indemnification), Section 23 (Indemnification), Section 24 (State's Limitation of Liability), and Section 22 (Data Protection, Security and Confidentiality) shall survive the termination of this Agreement.

33.26 Third Party Beneficiaries. Except as otherwise specifically stated in this Agreement, the provisions of this Agreement are for the benefit of the Parties hereto and not for any other person.

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

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

33.29 Mediation. The Parties agree that they will not file any suit or seek any relief of any kind in court concerning any dispute that arises out of the Agreement or a breach thereof (other than a suit seeking injunctive relief with respect to intellectual property rights) until they have endeavored to resolve the dispute by non-binding mediation, and failure to mediate will be a ground for dismissal of any such litigation. Such non-binding mediation shall be entered into within ten (10) days of demand, and shall be conducted by a State-named mediator free of conflicts of interest. Costs for the mediator will be shared equally between the parties other mediation costs will be borne by the individual parties incurring the cost. The mediation shall take place in Rhode Island.

33.30 Complete Integration. Contractor acknowledges that it has read this Agreement and the attachments and documents incorporated herein, understands them and agrees to be bound by their terms and conditions. The terms and conditions of this Agreement are intended by the Parties as a final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior contemporaneous agreement unless such agreement is signed by both Parties. In the absence of such an agreement, this Agreement shall constitute the complete and exclusive statement of the terms and conditions, and no extrinsic evidence whatsoever may be introduced in any judicial proceeding, which may involve this Agreement. This Agreement may not be modified, except by mutual consent executed in writing by both Parties as described in Section 33.19 (Contract Modification).

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

THE EXECUTIVE OFFICE OF HEALTH & HUMAN SERVICES

By: _____

Printed Name: Steven M. Costantino

Title: Secretary

Date: June 24 2013

VENDOR: CONNEXTIONS, INC.

By: _____

Printed Name: Steven Auerbach

Title: President

Date: June 22 2013

THE OFFICE OF THE HEALTH INSURANCE COMMISSIONER

By: _____

Printed Name: Christopher F. Koller

Title: Commissioner

Date: June 24 2013

THE RHODE ISLAND HEALTH BENEFITS EXCHANGE

By: _____

Printed Name: Christine F. Ferguson

Title: Director

Date: June 22 2013

THE DEPARTMENT OF ADMINISTRATION

By: _____

Printed Name: Richard A. Licht

Title: Director

Date: June 24 2013

Appendix A

Definitions

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

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

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

"Business Associate Agreement Addendum": The business associate agreement addendum signed by Contractor and attached as Appendix F.

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

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

"Children's Health Insurance Program" or "CHIP": Rhode Island's Medicaid and Children's Health Insurance program.

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

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

"Confidential Information" means: Information of each party, regardless of its form, that is not subject to public disclosure under applicable State and federal laws and regulations, including, but not limited to, R.I.G.L. 38-2-2. In the case of the State, Confidential Information also shall include State Intellectual Property, the Data, attorney-

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

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

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

"Contractor Intellectual Property" means, collectively, the Intellectual Property and Documentation used in connection with the Services that was owned, acquired or developed by or on behalf of Contractor prior to the Effective Date. Notwithstanding anything to the contrary herein, the Software shall be considered Contractor Intellectual Property.

"Data" All records, files, recordings, forms, data and other information that was converted by Contractor for processing by the Software, any information collected in performance of this Agreement, and any Confidential Information obtained by the Contractor in its performance of this Agreement. Data shall not include the Software, nor any portions thereof.

"Days": Calendar days, unless otherwise indicated.

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

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

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

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

"Division": The Rhode Island Division of Purchases.

"Effective Date": The effective date of this Agreement is the date of issuance of a purchase order by the Division of Purchases.

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

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

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

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

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

"Intellectual Property Rights": Intellectual property rights enforceable, including without limitation rights in trade secrets, copyrights, and patents.

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

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

"Notice": A written document given by a party to the other in accordance with Section 33.23 (Notices).

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

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

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

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

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

"Project Director/Manager": The individual chosen by Contractor and approved by the State with management responsibilities for Contractor, as described in Section 15.2.

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

"Property": All State real and personal property.

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

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

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

"Record Retention Period": A period of 10 (ten) years following the creation of a record.

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

"Request for Proposals": The Request for Proposals #7461348for the Rhode Island Health Insurance Contact Center dated March 20, 2013, and any addenda thereto.

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

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

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

"SLA(s)": The service levels agreements contained in Appendix G.

"Software": An all-inclusive term which refers to any computer programs, routines, or subroutines supplied by Contractor or any portions thereof, including but not limited to source and object code.

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

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

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

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

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

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

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

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

"UHIP": Unified Health Infrastructure Project.

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

Appendix B

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 behavior, regardless of whether the employees 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:

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.

The term "controlled substance" means any drugs listed in 21 USC, Section 812 and other federal regulations. Generally, all illegal drugs and substance are included, such as marijuana, heroin, morphine, cocaine, codeine or opium additives, LSD, DMT, STP, amphetamines, methamphetamines, and barbiturates.

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.

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.

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.

The state encourages any employee with a drug abuse problem to seek assistance from the Rhode Island Employee Assistance Program (RIEAP). Your department personnel officer has more information on RIEAP.

The law requires all employees abide by this policy.

Contractor Certificate of Compliance

I, Connextions, 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 be limited to such drugs as marijuana, heroin, cocaine, PCP, and crack, and may also include legal drugs which may be prescribed by a licensed physician if they are abused), is prohibited on the State's premises or while conducting state business. I acknowledge that my employees must report for work in a fit condition to perform their duties.

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

Steven Barbuto

Authorized Agent/Signature Provider Date 06/22/13

Appendix C

Subcontractor Compliance

Subcontractor Compliance

I, Connextions, Inc, a contractor doing business with the State of Rhode Island, hereby certify that all approved subcontractors performing services under the terms of this agreement will have executed written contracts with this agency, and all contracts will be maintained on file and produced upon request. All contracts must contain language identical to the provisions of this agreement as follows:

Par. 23.1.1 Non-liability for Personal Injuries

Par. 15.6(a) Non-discrimination in Employment and Services

Appendix B - Drug-free Workplace Policy

Steven Averbach

Authorized Agent/Signature Provider Date 6/22/13

Appendix D

Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C – Environmental Tobacco Smoke, 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. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act. The applicant/grantee 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-grantees shall certify accordingly.

Steven Averbach
Authorized Agent/Signature Provider Date 06/22/13

Appendix E

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

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

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 department's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification of explanation shall disqualify such person from participation in this transaction.

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

The prospective primary participant shall provide immediate written notice to the Department 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. 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: 45 CFR Part 76.

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 Department. The prospective primary participant further agrees by submitting this proposal that it will include the clause title "Certification regarding debarment, suspension, ineligibility and voluntary exclusion – lower tier covered transactions, provided by DHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of 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).

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 a prudent person in the ordinary course of business dealings.

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 department may terminate this transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transaction

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

Have not within a three-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;

Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (B) of this certification; and

Have not within a three-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 statements in this certification, such prospective participant shall attach an explanation to this proposal.

Steven Auerbach Authorized Agent/Signature Provider Date 06/22/13

APPENDIX F

BUSINESS ASSOCIATE AGREEMENT ADDENDUM

Except as otherwise provided in this Business Associate Agreement Addendum, **CONNEXTIONS, INC.**, (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, by and through the Division of the Rhode Island Health Benefits Exchange in the Office of the Governor Lincoln Chaffee, the Executive Office of Health and Human Services, the Office of the Health Commissioner, and the Department of Administration, (hereinafter collectively 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, 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, Covered Entity 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" means generally to have 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" means generally to have 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 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, as required by Law or as permitted 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", including those safeguards required pursuant to 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314 and 164.316, in the same manner that those requirements apply to Covered Entity pursuant to 45 C.F.R. § 164.504.

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 any use or disclosure for 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.

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

F. Business Associate agrees to provide paper or electronic access, at the request of Covered Entity and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to

an Individual in order to meet the requirements under 45 C.F.R. § 164.524. If the Individual requests an electronic copy of the information, Business Associate must provide Covered Entity with the information requested in the electronic form and format requested by the Individual and/or Covered Entity if it is readily producible in such form and format; or, if not, in a readable electronic form and format as requested by Covered Entity.

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

H. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for the purposes of the Secretary determining Covered Entity's 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, promptly notify Covered Entity of such breach. Such notice shall include: a) the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired or disclosed during such breach; b) a brief description of what happened, including the date of the breach and discovery of the breach; c) a description of the type of Unsecured PHI that was involved in the breach; d) a description of the investigation into the breach, mitigation of harm to the individuals and protection against further breaches; e) the results of any and all investigation performed by Business Associate related to the breach; and f) contact information of the most

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

L. Business Associate agrees that it will not receive remuneration directly or indirectly in exchange for PHI without authorization unless an exception under 13405(d) of the HITECH Act applies.

M. 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 the HITECH Act.

N. 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.

O. 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; or

iii. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

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

d. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. 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.

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.

A. Notwithstanding any other requirement set out in this Addendum, the Contractor acknowledges and agrees that the HITECH Act and its 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 Covered Entity. The HITECH requirements, regulations and provisions are hereby incorporated by reference into this Addendum as if set forth in this Addendum in their entirety. Notwithstanding anything to the contrary or any provision that may be more restrictive within this Addendum, all requirements and provisions of HITECH, and its implementing regulations currently in effect and promulgated and/or implemented after the date of this Addendum, are automatically effective and incorporated herein. Where this Addendum requires stricter guidelines, the stricter guidelines must be adhered to.

B. 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.

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

THE EXECUTIVE OFFICE OF HEALTH & HUMAN SERVICES

By:

Printed Name: Steven M. Costantino

Title: Secretary

Date: June 24, 2013

VENDOR: CONNEXTIONS, INC.

By:

Printed Name: Steven Auerbach

Title: President

Date: June 24, 2013

THE OFFICE OF THE HEALTH INSURANCE COMMISSIONER

By:

Printed Name: Christopher F. Koller

Title: Commissioner

Date: June 24, 2013

THE RHODE ISLAND HEALTH BENEFITS EXCHANGE

By:

Printed Name: Christine F. Ferguson

Title: Director

Date: June 22, 2013

THE DEPARTMENT OF ADMINISTRATION

By:

Printed Name: Richard A. Licht

Title: Director

Date: June 24 2013

APPENDIX G

This Statement of Work ("SOW") serves as Attachment G to the Rhode Island's Health Insurance Contact Center Agreement dated June 21, 2013 (the "Agreement"). Both CNX and the STATE shall be referenced herein as a "Party" and collectively as the "Parties."

STATE hereby authorizes CNX to perform work under this SOW as set forth below.

This SOW represents the agreement of the parties, but the omission of any duty or obligation from this SOW shall not be deemed as an indication that such duty or obligation has been waived. To the extent this SOW is silent, the RFP and the Proposal shall be controlling in accordance with Section 1.2 of the Agreement.

SW1.0	General Objective and Program Description
1.1	**The Program** CNX shall handle inbound calls, make outbound calls, and engage in other contacts with Rhode Island Callers through its Consumer Contact Center ("CCC") in support of the Rhode Island Health Benefits Exchange ("RIHBE"), office of the Rhode Island Health Insurance Commissioner ("OHIC"), and the Executive Offices of Health and Human Services ("EOHHS") in a manner set forth herein and using technology and systems described herein (the "Program"). The foregoing shall be referred to as the "Services." RIHBE, OHIC, and EOHHS shall be known collectively herein as the STATE.

1.2	**CNX's Roles with Customers** CNX values the role we play with Customers. CNX recognizes that to provide a clear price, a "right fit" product and most importantly, peace of mind is essential. CNX will provide the STATE with a window on the world to how this rapidly growing element of consumer insurance distribution is evolving and being shaped. Market forces driving the compelling event include: First time buyers will have many questions about benefits, subsidies, and existing conditions, and therefore will need experienced health advocates to guide them through the decision process and help educate them on how to properly use their benefits. Significant options and confusion may flood the STATE and Customers will have new options between the STATE marketplace, private exchanges, and an array of Payers offering guaranteed issue products. The consumer needs a clear advocate in the STATE to discuss their options at a literacy level that they can truly understand and apply. Increased comfort with technology will empower many shoppers to compare solutions online. Self-service options will help handle the massive peaks that will occur as the open enrollment period (OEP) begins, and even more so in future years when the mandate penalty becomes a greater throttle to enroll.
1.3	CNX will personalize the consumer experience with empathetic individuals that understand and assist Rhode Islanders through the confusion they encounter brought on with the current health reform changes. CNX Specialists will make sure each Rhode Islander with whom CNX engages will understand their benefits and answer any questions they might have about their options. Enrolling the STATE Customers into insurance plans is just part of the opportunity that our partnership would face, CNX also will make certain that each newly insured individual or family understands how to use their coverage and start on the right path to making better healthcare decisions.
1.4	CNX will work closely with the STATE to drive as much proactive information as possible. This approach ends up driving better comprehension and understanding for Customers, and enables the STATE to control its consumer demand.
SW2.0	**Term of the Statement of Work**
2.1	**Effective Date**
2.1.1	This SOW shall have the same Effective Date as the Agreement.
2.2	**Duration**
2.2.1	The initial term of this SOW shall be as provided in Section 2.1 of the Agreement.
2.3	**Renewal**

2.2.2	This SOW may be extended in accordance with Section 2.2 of the Agreement.

SW3.0	Description of Services
3.1	**Overview**
3.1.1	For purposes of this SOW, all Specialist-level employees of CNX are collectively referred to herein as "Specialists". Tasks and efforts of Specialists will be specifically set forth herein, as applicable. The STATE has established that Specialists shall not be required to obtain a license under RI law.
3.1.2	For purposes of this SOW, prospects and Customers (as applicable to the Program) are collectively referred to herein as "Customers."
3.1.3	CNX shall provide dedicated brick-and-mortar Specialists to support Callers, as set forth in more detail hereinbelow.
3.1.4	Specialists shall be employees of CNX and only provide Services under this SOW while located within a CNX facility in Rhode Island mutually agreed upon between CNX and STATE and set forth hereinbelow. The Parties will create a limited list of pre-approved Work at Home Specialists to address a limited set of circumstances which will benefit both parties (such as but not limited to adverse weather conditions). Any Specialists performing their duties from a home location will be required to abide by the same rules and regulations, at a minimum, that apply to Specialists working from the Contact Centers.
3.1.5	The Parties shall mutually agree in writing upon the number of Specialists to be utilized on the Project pursuant to the forecasting process set forth in Exhibit A. The Parties agree that an initial number of Specialist FTEs for the "Go-Live" date for the CCC will be determined in accordance with the forecasting process set forth in Exhibit A no later than June 28, 2013. The number of Specialists which are reflected in an invoice shall not be reduced by STATE in a manner which exceeds reduction guidelines set forth in Exhibit B.
3.1.6	Specialists shall follow STATE-approved call guidelines to perform the Services set forth herein (as they exist), if such guidelines are provided to CNX in a timely fashion and prescribed for certain functions of the Program.
3.1.7	Handling the initial demand of confused and excited residents for October 1st will be the proposed first focus, but the journey only starts there. Once CNX has open

	enrollment complete, CNX will work collectively with the STATE to drive awareness of how to use the plans. It is CNX's experience that an effective on-boarding experience can drive more preventative care. CNX can work with the QHP carriers to accomplish this as well.
3.1.8	The Parties agree that within 45 days from Effective Date of this SOW the proposed project plan provided within the original CNX proposal will be updated to reflect all scope and agreements contained within this SOW.
3.1.9	CNX agrees to enter into a Memorandum of Understanding with any and all interested state agencies in order to demarcate the scope of services to be delivered hereunder and the proper coordination of services with those other agencies, or to abide by any such Memorandum of Understanding entered into between the agencies parties to this contract and their sister agencies.

4.0	**State Marketing and Outreach Plans**
4.1	**Overview**
4.1.1	Any marketing or outreach communications which are to be provided to Rhode Island Customers by the STATE or third parties on STATE's behalf will be provided to CNX no later than two (2) weeks before publication or distribution of such materials, including the first marketing plan. These documents may be provided in draft form as needed.

5.0	**Operations Requirements**
5.1	**Language of Work**
5.1.1	CNX will provide English, Spanish and Portuguese language Specialists. We have also built partnerships with language testing companies to ensure CNX has candidates that have a true competency in their non-English language and also test that their English skills would meet acceptable standards so that training and management could be accomplished effectively. CNX has a proven record of recruiting a queue of highly

	trained agents who are fluent in Spanish and Portuguese.
5.1.2	CNX assists callers who speak a language other than English, Spanish, and Portuguese through access to a Language Line. Language Line provides the ability to access more than 200 languages so that we can assist callers in any language they choose. Through Language Line CNX will conference in an interpreter who can communicate to the member in their language and relay the information we are providing to the consumer. The STATE has the right to request of CNX for CNX to use a STATE named Language Line vendor at the state's expense.
5.1.3	In addition, if a certain percentage of the population (determined by Rhode Island) that will be calling is of a specific nationality that speaks a language other than English, CNX will hire more staff that speaks this language. CNX will then adjust the IVR to communicate to the caller that by pressing a specific number on their telephone key pad they will be routed to someone who speaks their language.
5.1.4	The number of Specialists needed for Spanish and Portuguese fluency will be set forth in the initial forecast and will be mutually agreed upon both in the initial forecast and thereafter.
5.1.5	**Telecommunications Device for the Deaf** CNX's best practices for the TDD/TTY experience includes the 711 Relay Service. The TTY machines are ineffective and difficult to manage in a large contact center environment. CNX have found Chat to be a good option for this requirement as well. With Chat, however, comes the need for a more scripted environment to ensure compliance. With the 711 Relay, we find that the experience is more like an inbound call and the Specialist does not need to learn an additional capability. CNX also finds that this form of communication provides the least amount of error with a more positive outcome. In addition to being able to provide personalized service, the STATE's special needs Customers are able to use TTY or language line capabilities.
5.1.6	Additional languages shall be supported as mutually agreed upon in writing.
5.1.7	Volumes for each type of language support shall be communicated through the forecasting process set forth in Exhibit A and invoiced at the applicable rates as set forth in Exhibit B.
5.2	**Location of Work/Facility**
5.2.1	Project employees shall perform the Services out of CNX's facilities at 70 Royal Little Dr, Providence RI 02904 ("Facility"). This Facility is ready and can be quickly staffed to support the call volume. This Facility will have mutually agreed upon signage indicating the presence of the exchange in the Facility and will intimate the exchange's mission and key values.

5.3	**Changing Facilities**
5.3.1	Upon mutual written agreement, CNX may provide for overflow capacity for the Services to be provided under this SOW from an alternate CNX location in Colorado (or other CNX site, as mutually agreed upon by the Parties in writing) for overflow capacity.
5.3.2	The Parties agree that any Specialists over the 155 FTE capacity agreed upon by the Parties as of the Effective Date may have to be located at another CNX facility, in Colorado. As of the Effective Date, STATE approves such additional Specialists performing the Services from one of the CNX Colorado locations (or other CNX site, as mutually agreed upon by the Parties in writing).
5.3.3	In the event STATE requests that CNX to move the Services to be provided under this SOW to an alternate CNX site, and CNX agrees to do so, such agreement shall be set forth in an amendment to this SOW, and STATE shall be responsible for all direct costs incurred as a result of moving the Services to an alternate CNX location. The cost for services provided would not change in the event of the use of an alternate CNX site.
5.3.4	Expansion of the Services beyond the CNX sites and facilities stated herein will be mutually agreed upon by the Parties in a written amendment to this SOW
5.4	**State's Space in the Facility**
5.4.1	Included in the pricing contemplated for the Services provided hereunder is space within the Facility for employees of the STATE, to wit: Up to 19 cubicle stations, specific timing, and location within the RI facility to be mutually agreed upon; and One enclosed office, specific timing and location within the RI facility to be mutually agreed upon. Additional cubicle stations beyond the 19 indicated above which are needed by the State will be invoiced and paid at the rate of $530.00 per month per cubicle station, if CNX is able to make such additional cubicle stations available. Any additional offices requested by the State must be mutually agreed upon in writing.
5.4.2	Each cubicle station and office will have full access to phone and internet and will have a desk and chair. Any State employees located in any office or cubicle station will need to furnish any additional hardware, including but not limited to a laptop or desktop PC. The Parties will work to segregate and consolidate the cubicles for the 20 State employees. However, the State will need to respect the CNX compliance in the contact center itself.
5.5	**Storefront in the Facility**
5.5.1	CNX will invest, open, and operate a storefront in the Providence, RI Facility where residents can come in to speak with a qualified Specialist ("Storefront"). Such Storefront shall be easily seen and physically accessible to all Rhode Island citizens including reasonable access to mass transportation, parking, and handicap accessible.

5.5.2	The Storefront will be opened no later than October 1, 2013.
5.5.3	The Storefront hours will match the CCC Operating Hours hereinbelow.
5.6	**Operating Days and Hours**
5.6.1	CNX has priced both options as described in the RFP. CNX will operate 8am – 9pm M-Sat and 12pm-6pm on Sunday. The Parties will review these hours and days periodically based on call flow and volume and may amend these hours as mutually agreed in writing (email sufficient).
5.6.2	CNX shall provide holiday staffing with the following exceptions: Thanksgiving Day, Easter Day, Christmas Day, 4th of July, Memorial Day, VJ Day, Labor Day, New Year's Day. Holiday Services will be invoiced and provided at the Overtime rates stated in Exhibit B.
5.6.3	Staffing on Holidays may be adjusted by STATE as necessary based on business needs. STATE must communicate any such Holiday staffing changes at least two (2) weeks in advance of the upcoming Holiday, or as otherwise mutually agreed.
5.7	**Call Center "Go Live"**
5.7.1	The contact center services shall start no later than September 2nd, 2013 ("Go Live"). Notwithstanding this intention of the Parties for a September 2nd "Go Live," the contractually binding deadline to meet that Milestone in accordance with Section 3.4.2 shall be October 1, 2013.
5.7.2	This timing provides the Specialists time to field questions prior to open enrollment. This time for preparation will make for a much more effective fourth quarter, driving better contacts, satisfaction, and reduced handle times when it's needed most. On each touch point, CNX will collect the consumer's preferred method of receiving communications or "channel of choice". This will enable CNX to collectively share communications with them in their preferred channel which is almost always less expensive than the contacting the call center.
5.8	**Outgoing/Outbound Calls, Emails, Texts, and Other Communications.**
5.8.1	Utilizing the bConnected software, ASPECT ACD or other available technologies, the call center will have the ability to send outbound communications to the customers as desired. Outbound communication types are; physical mail, e-chat, phone, email, and Microsites. The consumer experience and desire will drive the workflow and the method of communication. Such outbound communications shall be subject to state and federal telemarketing rules. The Contact Center should have the capacity to place outgoing calls and send other outgoing communications including emails and texts. Such calls/communications may be needed, for example, to target enrollees needing to recertify, to contact appellants to resolve their eligibility appeal informally, to ask applicants for documents needed to verify information on the application, etc.

5.9	**Direct Calls and Emails to Specific Representatives or Supervisors**
5.9.1	Based on configuration of call routing, Specialists in the contact center will be able to answer calls and interact with the consumer/customer contact records in the bConnected software as well as any system provided by State necessary to meet the objectives of this SOW.
5.10	**Mail**
5.10.1	CNX will process all inbound physical mail and scan the letter into bConnected and UHIP. Enrollment applications will be processed as a priority. Mail will be processed daily in Contact Center. The Facility will be HIPAA compliant with HIPAA secure areas for shredding and locked areas for paper storage. CNX will process outbound physical mail only if generated by a customer contact. Misdirected mail will be delivered to a state representative to be forwarded to the appropriate party.
5.10.2	CNX will partner with Enterprise Printing & Products (EPP) for all outbound fulfillment, as needed, as part of the MBE support. EPP is located in the state of Rhode Island with a well-established plant at its East Providence Facility located within ten miles from Providence and forty miles from Boston. They will provide out bound printing, mailing and fulfillment services for the CCC. Enterprise Printing & Products (EPP) provides mailing services for the STATE and has experience in working with many healthcare payers and providers.
5.11	**Business Continuity and Disaster Recovery**
5.11.1	The Parties agree that CNX shall deliver a business continuity and disaster recovery plan no later than 9/1/13.
5.12	**Toll Free Number (TFN)**
5.12.1	CNX will work with the STATE during the process of setting up and ensure the state ownership of the TFN(s) assigned for the Rhode Islanders to dial into the contact center as designed. CNX will work with the STATE to establish TFN(s) based on branding criteria from the State.

6.0	**Staffing/Recruiting/Workforce/Management**
6.1	**Recruiting and Hiring**
6.1.1	CNX is an expert in health and consumer specific recruiting profiles and processes, which will enable CNX to quickly find the "right" consumer Specialists for the CCC. This will reduce upfront recruiting and training costs. CNX's experience and understanding of staffing requirements for "open season" will enable CNX to "right

	size" the CCC staffing based on seasonality.
6.1.2	The Parties agree that an initial number of Specialist FTEs for the "Go-Live" date for the CCC will be determined in accordance with the forecasting process set forth in Exhibit A no later than June 28, 2013 in accordance with 3.1.5 of this SOW.
6.1.3	CNX's structure seeks a balance of providing dedicated resources to drive the deep client knowledge that produces results and innovative solutions, while also enabling access to corporate wide resources to deliver scale and subject matter expertise.
6.1.4	All Specialists and Coaches are fully dedicated resources recruited and trained to meet the skill-set required to deliver the Services. While experienced Specialists within a client program may handle multiple program-specific business lines/call types, they will not work on any other client accounts – thus, they will be dedicated to STATE.
6.1.5	As mutually agreed in writing (email acceptable), dedicated supervisors, quality analysts, managers and trainers will be assigned to the Program as needed to ensure service and quality levels.
6.1.6	HR recruiting, training, corporate quality analytics, workforce management, licensing and compliance resources will have appropriate resources and will be engaged as needed.
6.1.7	CNX will assign an Executive Sponsor from its executive team (president, divisional EVP/SVP, managing director / client practice) and a Client Practice and Operations Leader referred to as "Account Manager". The Executive Sponsor's responsibility is to provide thought leadership, corporate focus and the needed resources to meet client requirements. Key Personnel roles and responsibilities are described in Figure 5 of the Proposal.
6.1.8	The local HR recruiting team at each CNX site has built relationships with key community partners to make sure that CNX is the employer of choice in our markets. Some of these partners include local colleges, back to work groups, Veterans organizations, Urban League, Habitat for Humanity, Work Reimagined (AARP), Hispanic and other Chambers of Commerce, Goodwill Industries, Economic Development Commissions, and churches.
6.1.9	Nothing is more important than the knowledgeable, empathetic Specialists who serve as our clients' brand ambassadors. Sophisticated skills assessment tools match agent skills to job requirements, reducing attrition and increasing overall quality. With CNX's online hiring platform CNX is able to match top-performing job profiles to each candidate's responses. This enables CNX to staff each of our accounts with superior people who will excel and provide our clients with optimal results. CNX excels in the ability to ramp up the large numbers of staff that are required to meet the seasonal demands of the healthcare industry. CNX consistently recruits and hire thousands of consumer engagement specialists during the government

	mandated open enrollment seasons by leveraging our corporate sourcing specialists, highly integrated software tools and local market HR recruiting expertise.
6.1.10	The key aspects of the CNX hiring plan include: • Identifying candidates in the marketplace • Screening candidates meeting our initial requirements for experience and competency • Performing a behavioral assessment to determine the right fit • Engaging our Operations partners in the on-site live interview • Assessing any other requirements through on-site testing programs (languages, computer navigation skills, etc.) • Completing the background check (including OIG and GSA exclusion testing) and drug tests • Finalizing the hiring process by completing the on boarding of the new hire – verify identification, explain and obtain their acknowledgement of CNX's policies and code of conduct
6.1.11	CNX will ensure that all employees engaged in the Program execute a Non Disclosure Agreement which emphasizes the CNX employee's obligations to protect PII, PHI, Health Information, and all other consumer data in a manner consistent with applicable state, federal, and local laws regulations and guidance.
6.2	**Hiring Standards**
6.2.1	CNX uses the Kronos Hiring solution as our primary system-based hiring tool. Kronos is a fully-automated sourcing, selection and hiring platform. This Web-based platform contains job applications with built-in targeted skills assessments. The Kronos tool allows CNX to process a high volume of applicants, and grade each candidate for identification of expected peak performance. It also tracks all relevant employee information including personal information as well as schedule preferences, work restrictions, and other information required for Equal Employment Opportunity Commission (EEOC) reporting purposes. These assessments are powered by program-specific, job-relevant selection science content. The Kronos solution allows CNX to pre-screen potential candidates based on a series of questions that determines the candidate's skill set, decision-making ability, preferred work environment and system navigation capabilities against a specific job profile and the profiles of top performing agents. It allows CNX to process a high volume of applicants, and grade each candidate for identification of expected peak performance. The Kronos Hiring system is integrated with the CNX Human Resources Information and Payroll system (Lawson) so that upon hire, all relevant information about the agent is transferred electronically to the Lawson system which also drives payroll.
6.2.2	CNX pre-screens all candidates through the Kronos application prior to the interview. The process reduces HR recruiting ramp time by targeting to the best candidates and provides real-life scenarios that allow CNX to better predict agent overall fit and

	operational performance during the HR recruiting process.
6.2.3	CNX's process for HR recruiting starts with identifying and sourcing qualified candidates. Our approach to finding the best candidates in the market is two pronged: CNX leverages a corporate based sourcing team to harvest as many candidates as possible from the large number of internet job and social media sites CNX staffs a local team in each of our operating locations to work with community organizations specific to that market and become experts on the best source for local candidates.
6.2.4	CNX will provide a designated HR representative that leads our Employee Engagement approach for the Program. CNX provides activities that educate, inform, engage and energize our employees so that they are more invested in CNX's core values and culture. Some examples of these activities include health fairs, holiday celebrations, high performers' recognition, art and writing contests, university and other educational institution presentations, blood drives, disaster relief fundraisers, community nonprofit fundraisers and holiday luncheons.
6.3	**Employee Profile**
	Behavioral based selection tools are integrated with the hiring solution platform to empower CNX to make scientifically-grounded decisions about the quality of our applicants. These assessments evaluate a candidate for qualities such as: Customer service experience – passion for service Empathy Listening skills Emotional resilience Ownership, accountability confidence Adaptability to change Flexibility Loyalty System navigational skills Problem solving Compliance knowledge and awareness Pace, tone, manner – ability to match the caller's education and understanding Call control Follow up skills – and understanding that what they do makes a difference in people's lives
6.4	**Employee Satisfaction**
	CNX shall engage a neutral third-party acceptable to the State to perform Quarterly Employee Surveys that measure the employees' satisfaction. Each site manager is responsible for the measurement, attestation and improvement of the scores on an annual basis.
6.5	**Staff Reward and Recognitions**
	Through CNX's Employee Engagement program, CNX offers the following types rewards and activities:

	• Employee of the Month • Employee Activities • Individual Client Awards and Themes • Program Performance Contests • Quarterly Employee Surveys
6.6	**Average Salary Rates**
	All Specialists are on a performance-based plan which includes a variable component. This helps CNX ensure that anyone working on behalf of one of our client's income is aligned with the goals of the program. For the STATE, performance will drive to on each conversation. Specialists are driven by metrics that include (but are not limited to) quality scores, schedule adherence, customer satisfaction and first call resolution. CNX may add issue resolution on the first call, etc. as we work together to define success. For base wages, across all Program employees we pay between $28k and $150k depending on the level of the individual and their unique responsibilities
6.7	**Turnover and Retention**
	CNX has a retention strategy that is based on continuous monitoring of employee job satisfaction. CNX utilizes weekly reports that identify employee attrition risks. Coaches compile a checklist that aids in the identification of all employees that present a risk due to behavior, training or environmental challenges. Each week the coach works with his/her manager to develop a mitigation plan to eliminate the employee risk. Retention risks and retention plans are reviewed continuously at the VP level for additional guidance and support. The CNX team utilizes a Workforce Model to determine overall staffing needs. These requirements take into consideration historical unplanned absent trends which are utilized in the long term forecast. When CNX develops business requirements for long term staffing, CNX will ensure that we have planned for enough staffing on a weekly basis to cover for any unplanned absences. As CNX creates interval level staffing plans and needs based on forecast, AHT, service level objective, and offline activities, CNX will apply shrinkage factors equivalent to our historical unplanned absence. The over/under staffing created once the unplanned absence is applied is utilized by the Workforce Operations team to determine any additional staffing which may be required to meet staffing requirements. In order to verify that CNX is planning ahead of our needs, we review short term staffing for the current week plus two additional future weeks. This

	allows the operations team time to make any staffing adjustments that are required, including shift alignments (or schedule changes), overtime, and time off. These requirements are discussed in weekly meetings with the operations team. A plan is created for addressing issues with under/over staff issues. The operations team then executes the plan to make the necessary changes to level staffing with workforce plans.
6.8	**Workforce**
6.8.1	Our understanding of healthcare direct-to-consumer marketing response, call arrival patterns, and average handle times allow CNX to use workforce planning to efficiently staff the contact center to meet service level requirements without the costs associated with "overstaffing."
6.8.2	Our approach will have contingencies in place for different call patterns, handle times, and have an optimal call flow as well as triage procedures in the event that call volume is higher than anticipated.
6.8.3	Forecasting Process See Exhibit A.
6.8.4	**Leveling by Knowledge Base** CNX categorizes Specialists who are a first level associate in handling customer inquiries, adept at system navigation and are trained to handle basic questions. CNX coaches are responsible for managing 15 – 18 Specialists to improve the quality of service and meet critical KPIs, Metrics, SLAs, and SLOs (collectively "Metrics") (as set out in Exhibit D). The Specialist requirements and job description of each skill level is provided in Attachment I of the Proposal.
6.8.5	**Scheduling and Forecasting Approach** CNX uses the NICE IEX workforce management (WFM) software http://www.nice.com/workforce-management as its solution (for forecasting, scheduling and intraday management). IEX Total View is used across all account and locations as our core WFM tool. On a four-week rolling basis, based CNX's receipt of forecasts provided by State as set out in Exhibit A, the CNX Workforce Forecasting Manager will use IEX software to create interval level call volume and AHT forecasts. The forecast used in IEX is based on up-to-date volume trending which results from analyst of current call volume and other outside factors including new marketing information, holiday factors, and any other outside factors which could impact call volume flow. Based on forecasts, as set out in Exhibit A of this SOW, CNX uses Workforce Capacity Models for business planning, and to model our required and planned staffing on a rolling weekly basis for 3- and 12-month periods.

6.9	**Specialists**
6.9.1	Specialists will primarily support the STATES's "No Wrong Door" service concept for consumers. Consumers should expect and will experience through our partnership, a high level of service, support and ease of use. All consumer interactions will be via a choice of user interaction/communication tools for learning, comparing, enrolling and, if eligible, access to tax credits for affordable choice. All consumers, regardless of the type of coverage they are seeking, will receive the same high quality service through our Consumer Contact Center (CCC), with particular emphasis on meeting the culturally appropriate needs of Rhode Islanders with disabilities, non-English speakers, and people with limited literacy from day one, including their communication via our email, text, and/or web-chat functionality.
6.9.2	Specialist responsibilities include receiving inbound calls from, and make outbound calls to, STATE of Rhode Island customers regarding the services and products provided by STATE and gather leads for enrollment seasons, as applicable and as such seasons change from time to time. Specialists will be using a combination of the UHIP and its bConnected CRM platform, neither of which have been designed in a manner that favors one QHP over another and as such Specialists are required to provide the services indicated in this SOW in a manner that does not favor one QHP over another. Using these systems, Specialists will have a complete picture can be presented to a Contact Center customer requesting assistance without and biases towards or against specific QHPs.
6.9.3	Because these employees are not licensed, Specialists are prohibited from "marketing" certain plans. Marketing is steering, or attempting to steer, an undecided potential enrollee towards a plan, or promoting a plan or a number of plans.
6.10	**Program Ratios**
6.10.1	One (1) Account Manager dedicated to this Project
6.10.2	One (1) Operations Manager per 100 Specialists
6.10.3	One (1) Team Leader or Supervisor per fifteen (15) Specialists
6.10.4	One (1) Quality Analyst per 40 Specialists
6.10.5	One (1) Workforce Analyst per 50 Specialists
6.11	**CNX Program Management**
6.11.1	CNX shall provide a single point of contact for all service issues.
6.11.2	CNX shall provide an escalation path for issue resolution in the event of a problem.
6.11.3	Ad-hoc or regularly scheduled meetings shall be conducted via conference call, webinar or other medium as agreed to by the parties.
6.11.4	CNX's trainers, supervisors, QAs, and team leaders assigned to this Project shall

	receive the new-hire training that is provided to the Specialists.
6.11.5	CNX will provide a team of Key Personnel that will be fully dedicated to the Program based on the program's size and complexity. The below identified persons will be the initial individuals filling the roles below until such time as CNX finds suitable replacements recruiting and/or hiring of said replacements shall either be in place within [30] days of the Effective Date of this SOW, or proactive recruitment and interviewing by both CNX and the STATE within 30 days of the Effective Date of this SOW. Such suitable replacements must be approved in advance by the State, and the persons identified below shall serve in those roles until such a State-approved replacement is in place and has worked with the initial Key Personnel in their role for a period no less than two weeks.
6.11.6	

Name	Role	Key Responsibilities
	Client Practice/ Account Manager	Serve as the lead day-to-day contact point for the Exchange Serve as a consultative resource to deliver thought leadership, performance accountability and process improvement insights.
	Call Center Director/ Manager	Responsible for recruiting, hiring and the performance of benefit advisors in support of the STATE. Lead the contact center operations management Assist support groups to establish call center procedures and work flow Manage issue resolution/escalation and planning
	Training Manager/Supervisor	Provide instruction on training development and delivery to various trainers and coaches as prescribed by University Director. Manage and coordinate the scheduling, utilization and maintenance of CNX University equipment, classrooms and other resources. Manage, lead and develop training staff members to ensure high quality training development, delivery and performance measurement.
	QA/QC Manager/Supervisor	Monitor daily call performance of floor agents in a call center environment. Support, consult, and advise the call center management team and associates to meet service level objective's, analyze trends and provide input on improving call center quality in regards to performance.

		Call Center Information Technology Manager/Supervisor	Responsible for the development, optimization and supervision of IT operations, including network services, telephony, desktop services, systems administration and reporting. Interfacing between the various IT departments to help resolve priority technical issues in a timely manner.

7.0	Project Management
7.1	**Project Management Plan**
7.1.1	CNX's methodology represents industry best practices and has been adapted and continually improved for more than 15 years of successful call center projects. It is based on the universally recognized Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK). Our methodology is a mature set of principles, skills, tools, and techniques that will be tailored to the STATE CSC project requirements and specific needs. CNX will provide an experienced program manager to manage projects through a Project Work Plan. The program manager will make certain that the timeline and requirements are met. The program manager will manage the project to the plan and keep the State informed of status, progress, deviations, and necessary revisions. Our detailed draft Project Work Plan is provided in Attachment J of the technical proposal.

8.0	Training Requirements
8.1	CNX has a robust Instructional Design team that consists primarily of Instructional Designers with healthcare sales and service experience that will provide insight and expertise into developing the curriculum. CNX has established a baseline of curricula that is used currently for our other contact centers. Sample curricula are provided in Attachment E of CNX's Proposal. CNX will work with the STATE to help design the right curriculum for the STATE.
8.2	**Leading The CNX Way (LTCW) training program**
8.2.1	As described in Section C.3.1.11of the Proposal, CNX's service staff is trained using our intensive Leading The CNX Way (LTCW) training program and performance management system which places emphasis on people development, dollar productive tasks, the approved CNX Communication Model, Action Planning and our foundational psychology known as the Paradigms of Success. LTCW represents CNX's core values which place a preference on leadership over management. (Figure 6 of the Proposal)
8.2.2	The program creates a high degree of accountability and provides a clear reporting structure that enables CNX to drive positive outcomes for both employees and service.

8.2.3	Also part of LTCW is a unique Coaching Calibration model where CNX has its coaches, Operations Managers, QAs and Directors gather twice a month to witness our coaches in role playing agent development scenarios based on actual agent calls. The coaches are critiqued on their ability to deliver actionable feedback, follow CNX's prescribed communication excellence model and create an agent development plan.
8.4	Key metrics utilized internally for staff evaluation are found in Exhibit D.
8.5	Training is a critical component of effective operations. As such, CNX shall work collaboratively with the STATE to ensure all Specialists and other staff are thoroughly trained on the necessary programs, systems, operational protocols and procedures provided to CNX by Rhode Island. CNX shall share any training curricula used in their Contact Center with the State, such as internal policies, procedures, quality and performance measures and customer service training. The training curricula should be (a) tailored to the STATE's program; (b) and shared with the STATE for input and approval; and (c) mutually agreed upon in writing (email sufficient). CNX and the State contemplate a Specialist training program that sufficiently prepares Specialists to perform the services in this SOW in a manner that achieves the Metrics and a high level of satisfaction for residents of the state and state employees servicing Medicaid the Health Benefits Exchange and Health Insurance oversight directly or indirectly, the scope of such training to be mutually agreed by the parties (email sufficient). Such training includes: • Health Care Reform 101 • Teach Agents the purpose, the law, and a greater understanding of PPACA; • Answer general information-gathering questions regarding Individual and SHOP markets; • Training Agents in the CNX Online Knowledge Based System; • Any questions with unknown answers are escalated to Team Leads, then updates are pushed the Online Knowledge Based System. • Technology • Usage of phones, computers, schedules • bConnected User Training • Learn, Apply, Repeat • Rhode Island UHIP Training – mutually developed between CNX and the State • Rhode Island Philosophy • No wrong door • Training on Qualified Health Plans • Soft skill training (people skills, empathy, effective listening, speech tone and speed)

	• Exceptional customer service • Treating all Rhode Islanders, regardless of gender, education or circumstances with the dignity they deserve
8.7	CNX will be given content from the STATE and CNX will turn consumer experiences into training documentation and use cases. Consumer experiences are recorded interactions that demonstrate call center excellence and improvement areas that will be used as part of a continual training process.
8.8	All training content developed specifically for the STATE program shall be solely owned by the State. The training materials which are not developed specifically for this Program shall be considered CNX's Confidential Information as such term is set forth in Section 22.4 of the Agreement.
8.9	The Parties agree that each Party grants the other Party a limited and nonexclusive license to use training material contemplated hereunder.
8.10	The training efforts set out herein are only to be presented to CNX's Specialists and management. Other trainees requested by State shall be engaged in a 'best efforts' basis by CNX in a number and capacity mutually agreed upon by the Parties in writing (email sufficient) at the training rate set forth in Exhibit B.
8.11	Any training content development efforts of CNX which occur at the request of the State which such efforts: (a) occur outside of the Start-up period; or (b) are not set forth or scoped specifically herein shall be invoiced and paid in accordance with the T&M rate table at the "SME Rate."
8.12	**Environment**
8.12.1	CNX shall maintain appropriate and conducive training space that is in compliance with the HIPAA privacy requirements.
8.13	**Materials**
8.13.1	Specific details and content for train-the-trainer and Specialist training which is created by the State shall be available at least two (2) weeks prior to any required CNX train-the-trainer sessions.
8.13.2	STATE shall supply such materials and documentation as CNX may need to develop its training curriculum and materials
8.13.3	STATE shall be responsible to provide adequate support to CNX during the development of STATE-specific training documentation.
8.13.4	CNX shall supply all of the training documentation in connection with the use of any CNX-provided systems.
8.13.5	CNX shall be responsible for the printing or reproduction of training documentation.
8.14	**Specialist New-Hire Training**

8.14.1	The parties shall perform training according to a mutually agreed upon written training schedule.
8.15	**Train-The-Trainer Training**
8.15.1	The parties will perform training according to a mutually agreed upon written training schedule.
8.15.2	New-hire training for CNX trainers supporting the Program shall consist of: • Four (4) weeks product training • One (1) week trainer prep time
8.15.3	Any changes to the duration of train-the-trainer ("T3") training or trainer prep time shall be mutually agreed upon between the parties in writing.
8.15.4	STATE shall provide an adequate number of initial state subject matter experts in Rhode Island to onboard CNX training staff.
8.15.5	From that point forward, unless otherwise mutually agreed in writing, CNX shall be responsible for conducting all training subject to mutually agreed upon training schedules and processes.

9.0	**Call Handling**
9.1	**Generally**
9.1.1	This will be a time when the Rhode Island contact center will be working to serve many audiences. CNX recommends having separate telephone numbers (TFNs) for each of the segments mentioned. Although CNX understands that Rhode Island wants their residents to have one number, Navigators and Brokers could each have one to report separately on volume and enable different IVR and routing strategies. CNX will supply the lines to facilitate these actions, as well as work with STATE on routing strategies for IVR and separate lines. With this in place, CNX can place priority routing to any of the constituent bases that are most valued – getting their call to the front of the queue or using skill based routing to send their call to a special group of agents that have been trained or excelled at handling unique inquiries. However, with bConnected, even if the caller reached a different person, our unique Computer Telephony Integration (CTI) and History tabs prevent wasteful time being spent on repeat information or on identifying who is calling once CNX have them in its database. If CNX needs to transfer a consumer to a different agent or a different State department, we will stay on the phone until the agent/department we are transferring to answers the call. This creates a better consumer experience, as CNX can explain the reason for the transfer and confirm that the consumer transfers gracefully. Details regarding the foregoing will be mutually agreed to in writing (email sufficient). Specific IVR and Transfer descriptions and workflows which are contemplated in the pricing delivered to the STATE in Cost Proposal shall be set out in the implementation plan.

9.2	Complaints and Appeals
9.2.1	CNX will work with Rhode Island Parent Information Network (RIPIN) to provide the continuation of the complaints and appeals services under this contract. A process and work flow shall be jointly designed by OHIC, RIPIN and Connextions to triage contacts to then be distributed to the STATE, OHIC and other public and private entities based on jurisdiction and program responsibility. Within 45 days from the Effective date of this SOW, CNX will work with STATE to determine the feasibility of leveraging existing STATE contracts to support the Complaints and Appeals processes as jointly designed by OHIC, RIPIN and Connextions. Should such leverage be mutually agreeable to the parties, the services identified in this Section 9.2.1 shall be deleted and replaced with appropriate language using the Change Control processes in Section 20.1 below. The State and CNX will work together in best efforts to ensure there is no break in service for complaints and appeals during the change control process. For STATE defined complaints and appeals determined to be the responsibility of the STATE, bConnected shall be used to initiate complaint or appeals process during the consumer interaction. From the time that the complaint is logged in the system, bConnected will track the required information and will report the time-to-completion for each case. The information regarding the consumer's complaint including the resolution or other details will be stored under the consumer's record and is available for electronic storage and submission to all relevant parties. Through CNX's reporting solution complement to bConnected, called LinkVision, CNX will customize all required reporting for all complaint or appeals including roll-ups and drill downs into information regarding customer information, complaint reasons, insurers, and other criteria for the State. For complaints and appeals determined not to be the responsibility of the STATE and under the jurisdiction of OHIC and/or other public or private organizations, RIPIN shall forward to the appropriate entity for processing as jointly designed by OHIC, RIPIN and Connextions. If the complaint is specific to a CCC employee, CNX will complete a full investigation of the complaint or appeal that is filed. This begins with a review of all customer touch points including notes in the consumer's record, listening to calls, an interview of the employee, and a full root cause analysis of any errors that the CCC employee may have made. This information will be transmitted to the State as needed and stored under the complaint record.

10.0	KPIs, Metrics, SLAs, and SLOs ("metrics")
10.1.1	All Metrics applicable to the Program are located in Exhibit D

11.0	Quality Monitoring Requirements
11.1	**Methodology**
11.1.1	For purposes of the SOW, Compliance Quality is referred to herein as "Quality".
11.1.2	The parties shall mutually agree upon the Quality call evaluation criteria and form to be used to determine CNX's monthly overall Quality score.
11.1.3	The criteria will be, but is not limited to: areas of customer service including technical skills, documentation, listening skills, resolution, verification process, first call resolution, overcoming objections, closing skills, bonding & rapport, consumer satisfaction and validation that complete and accurate information is provided.
11.2	**Primary Evaluations**
11.2.1	CNX QAs shall perform a minimum of one (1) enrollment evaluation per Specialist per week ("Primary Evaluation") using calls recorded by CNX for quality assurance monitoring.
11.2.2	As part of the evaluations, QAs complete a scorecard (A sample scorecard is provided in Attachment C of the Proposal) that has the various elements separated for tracking purposes. By maintaining this separation, it allows CNX to ensure the compliance elements and customer service elements are being reported accurately. The scorecard is based on a 200 point system and allows CNX to provide details to both the QA team and representatives on the specific standards CNX is targeting. QA evaluation results are provided to the representatives and coaches.
11.2.3	Coaches are responsible for enforcing all disciplinary guidelines for representatives where a compliance infraction has been identified, in accordance with CNX counseling and discipline policy.
11.2.4	Quality partners with Operations by providing feedback and completed scorecards for all agents monitored daily.
11.2.5	The CNX client QA team also has its own key performance indicators similar to that of the production representatives that they are required to maintain.
11.3	**Coach Evaluations**
11.3.1	Coaches will also monitor one call per agent per week as required for agent bi-weekly performance reviews. These observations are for agent development coaching and do not count towards client required QA monitoring evaluation amounts. Attachment C of the Proposal also provides the CNX Bi-weekly Performance Review and a Side by Side form.
11.3.2	The Coach will conduct one side-by-side monitoring per agent per week.
11.3.3	The QA team is also required to follow the timeframe guidelines set forth by the above

	mentioned processes and are responsible for completing the assigned number of audits based on the representatives assignment level (a maximum of 50 production representatives assigned to an individual analyst).
11.4	**STATE Calibrations**
11.4.1	CNX will work closely with the State of Rhode Island to establish calibration sessions whereby our quality analysts and coaches along with State business owners will select random calls for review and alignment on quality standards.
11.4.2	The audit of the calibration process shows CNX the variance in scoring between the State owners and our CNX QA.
11.5	**Performance Management Process**
11.5.1	Specialists are able to view their quality scores through the performance dashboard real-time. This line of sight allows Specialists to view exactly how they perform against their peers.
11.5.2	CNX is committed to a culture of performance that provides visibility to Specialist/team performance. All Specialists receive performance-based incentives as a component of overall compensation. Performance metrics drive ongoing coaching, QA, and training opportunities to improve or transition underperforming agents. The Desktop Specialist Dashboard, shown in Figure 4 of the Proposal, promotes a performance-based culture and enables Specialist access to personal performance as compared to team and State goals.
11.6	**Platform and Reporting**
11.6.1	CNX shall utilize a CNX-provided Aspect Quality Management ("AQM") call monitoring system.
11.6.2	CNX shall also use software and systems designed to record all Program calls.
11.7	**Call Recording and Storage**
11.7.1	CNX shall be responsible for recording, storage, and retrieval for a length of time in accordance 21.2 of the Agreement.

12.0	**Compliance and Ethics Requirements**
12.1	**Compliance and Ethics**

12.1.1	CNX shall comply with all laws, regulations, contractual obligations, the CNX Code of Conduct, and the CNX Compliance Plan attached to the Proposal as Attachment K.
12.2	**Selling Without Required License, Certification, and Appointment**
12.2.1	If the Services described herein necessitate licensure and appointment under applicable law, regulation, guidance, and requirement, in the mutual determination of CNX and the State, CNX shall ensure that such Specialists are properly licensed and appointed and such costs would be passed through to State with no mark up. Should CNX notify the State in writing that it believes that licensure is required, the State disagrees with such assessment, and CNX is later fined or otherwise penalized for failure to employ licensed agents, the State shall bear the responsibility for such fines or penalties.
12.2.2	Should such licensure be required, a Specialist requiring licensure and appointment shall not engaged in sales or marketing activities triggering such requirements without first obtaining necessary licenses and appointments.
12.2.3	CNX shall immediately and fully investigate any such incidences to ensure the validity of the report and underlying circumstances.
12.2.4	CNX shall immediately suspend any Specialist thought to be in violation of this policy from the STATE program pending investigation.
12.2.5	CNX shall immediately and permanently remove any Specialist found to have knowingly violated this policy from the STATE program.
12.2.6	CNX shall not rehire to the STATE program in any capacity any Specialist removed from the STATE program due to violation of company policy.
12.2.7	CNX shall report any such incidences to the authority in the state where the application was submitted and internally document the circumstances.

13.0	**Operational Practices and Continuous Improvement**
13.1	**Summary**
13.1.1	CNX shall apply performance management procedures that are consistent and successful in meeting operational and sales targets set between the Parties.
13.1.2	Program-wide corrective action and remediation plans shall be subject to STATE approval.
13.1.3	CNX shall work with STATE towards the continuous improvement of the Services. This includes, but is not limited to, the sharing of information such as metrics, best practices, training materials and other intellectual capital pertaining to the Services for the purposes of improving quality of Services provided.
13.1.4	CNX will institute an employee suggestion program

13.1.5	CNX shall host weekly scheduled calls with STATE, for issues identification, status updates, Metrics reviews, accomplishments, action items, other mutual concerns, etc. CNX shall deliver any information necessary to help facilitate the calls and/or discuss root causes and related actions.
13.1.6	CNX shall actively participate in STATE operational and quality governance processes to include working sessions and periodic management reviews as needed.
13.1.7	The Parties shall have quarterly business review meetings containing an in-depth discussion of operations, consumer experience, and recommended improvement opportunities;
13.1.8	CNX will create ad-hoc Consumer Engagement Specialist and Quality Analyst focus groups. Weekly or bi-weekly early in the engagement and less frequent over time.
13.1.9	CNX will issue and collect Quarterly employee surveys performed by a neutral third-party acceptable to the State
13.2	Continuous Improvement (including but not limited to the following): ▪ Weekly performance review calls and reports outlining accomplishments, action items, risks/opportunities, and performance results; ▪ Weekly calibration sessions where the Parties listen to and score calls against adherence and quality standards mutually agreed by the Parties; ▪ Quarterly business review meetings containing an in-depth discussion of operations, consumer experience, and recommended improvement opportunities; ▪ Ad-hoc Consumer Engagement Specialist and Quality Analyst focus groups. Weekly or bi-weekly early in the engagement and less frequent over time. ▪ Quarterly employee surveys; ▪ Employee suggestion program; and ▪ Reporting (as set forth elsewhere herein and below): ▪ Customer Experience KPI (e.g., first contact resolution, average time to resolution, caller escalations, etc.); ▪ Micro-site click-throughs, abandoned pages, etc.; ▪ IVR effectiveness; and ▪ Contact types by channel

14.0	**Reporting Requirements**
14.1	**General**
14.1.1	CNX shall provide the reports set forth in Exhibit E at the frequency stated therein.
14.1.2	Efforts of CNX towards reporting beyond those stated herein shall be invoiced and paid using the Professional Services Rate Card found in Exhibit B.
14.1.3	CNX shall deliver ad-hoc, on-demand Web-based reporting via LinkVision. CNX will

	provide a number of interval reports, some of which are standard, and others that are tailored to the State of Rhode Island or product offering as specifically set forth herein. LinkVision allows for the review and downloading of standard performance metrics as well as ad hoc customized reports, as set forth specifically herein. The State requires a minimum of10 LinkVision licenses during the Term of this SOW.
14.2	**Miscellaneous**
14.2.1	STATE shall, to the extent feasible and in accordance with applicable law, provide CNX with access to the original data from other systems used in the Program to facilitate ease in data manipulation.
14.2.2	The State shall have access to the systems described in this section to conduct ad-hoc reporting at any time.

15.0	**Technology**
15.1	STATE to provide Microsite short term and long term template designs and related data, updated on a quarterly basis images, copy etc. CNX to implement the design, maintain and support the Microsites.
15.2	**ACD**
15.2.1	CNX currently uses Avaya and Aspect ACD platforms, which have been deployed over 10 years. Multiple ACD instances are deployed in geographically diverse locations.
15.3	**STATE Provided Systems**
15.3.1	STATE, at its cost, shall provide CNX with access to the following systems and technology for use by CNX Specialists: (a) UHIP; (b)Perceptive ImageNow. The STATE will assess the need for CNX to access other STATE systems, such as InRhodes or MMIS, and determine if access is possible, and if so, if it should be agreed upon between the Parties within 45 days of the contract effective date.
15.3.2	STATE shall provide a general branded email address for CNX staff for responding to callers and plan information
15.3.3	During the T&M Period, STATE shall be responsible for the inbound and outbound telecom charges and communications links incurred in connection with the Project (as set forth in Exhibit B). CNX shall bear all costs associated with internet connectivity.
15.3.4	CNX will use its bConnected technology that will integrate into Rhode Island's UHIP core system. Using the bConnected data systems, workflow engines, and Microsites to drive a customized web experience allows the State to offer the target population a customized experience for each person. This also allows the State to increase the "stickiness" of the member by providing the cutting edge experience necessary to keep people returning to

	the STATE for their needs to be met. CNX's bConnected technology utilizes a single desktop interface that can be used for both voice interactions and multichannel interactions. Each interaction can be prioritized and queued to be deliver for interaction at the appropriate and relevant time.
15.3.5	State shall ensure that Specialists have access to support for STATE provided Systems, which includes but not limited to provisioning and de-provisioning of users IDs, troubleshooting technical issues , and outages. Hours of operation for UHIP support are Mon-Fri 7am-5pm and Sat 7am-2pm, with 24x7 on-call access. CNX shall provide its own internal IT support for printers, local area network, PCs and the like.
15.4	**CNX Provided System**
15.4.1	The CNX Provided CRM System (bConnected) shall be delivered as outlined in Exhibit C of this SOW.
15.4.2	Access to the CCC bConnected applications are available to any entity designated by the state during configuration based on number of licensed users. The benefit of a tool like bConnected is that it is a 100% browser- based application that can be used remotely with no additional hardware and no required software download via a working Internet connection. Current operating system support includes Windows XP/7/8 and Mac OS 10.x. Current browser support includes IE, Firefox, & Chrome.
15.4.3	CNX will ensure that Specialists have support for the bConnected system, which includes but not limited to provisioning and de-provisioning of users IDs, troubleshooting technical issues, and outages. Hours of operation mirror operating hours of CNX contact center.
15.4.4	CNX will provide the ability to capture an electronic signature via bConnected.
15.4.5	STATE license to Software: Subject to the restrictions set forth in the Use and License Restrictions and the terms, conditions, restrictions, and limitations of this SOW and the Agreement, CNX grants STATE during the Term of the Agreement (unless such License is terminated as otherwise allowed herein), a limited and nonexclusive, license, without the right to transfer, assign, or sublicense (unless otherwise specified herein) (i) to use and have Authorized Users use the Software in an application services provider environment and in a manner strictly consistent with the provisions of this SOW, the STATE Software Use, and the Agreement; and (ii) to use the Documentation solely in connection with the STATE Software Use ((i)-(ii) above being collectively known herein as the "Software License"). The Software License and CNX's efforts under this SOW concerning the Software will terminate upon (i) termination or expiration of the Agreement.

	Should STATE breach of any provision of the Agreement or this SOW, including but not limited to STATE'S obligations of payment or breach of the use covenants in Use and License Restrictions, CNX may take any action needed to protect its rights in the Software but shall not be able to terminate State's licenses granted hereunder without pursing dispute resolution methodologies set out in the Agreement. Failure by STATE to comply with any of (i)-(iii) immediately above will result in a suspension or termination of the Software License, as reasonably determined by CNX. Enhancements, modifications, or development efforts related to the Software shall be deemed Software and Services under this SOW, and subject to all of the restrictions found herein. STATE acknowledges that CNX will have no obligations during the term of this SOW with respect to the Software other than those explicitly set forth herein, and CNX will not be obligated to enter into any future agreement or proceed with any future transaction with STATE with respect to the Software unless contemplated explicitly herein.
15.4.6	State Sublicensing or Transfer of the License The State may sublicense the Software to any entity or individual directly providing services for the State regarding the Exchange. Should the State opt to sublicense in this allowed manner, the State shall be fully responsible for any use of the Software by the sublicensee which such use is in violation of this SOW.
15.4.7	DEFINITIONS – Sections 15.4.5 et seq. "Authorized User" means an employee, consultant, contractor or other agent of STATE or a third party authorized to access and use the Software on behalf of STATE. "Enhancements" shall mean any modifications, error corrections, functional enhancements, upgrades, updates, alterations, improvements, corrections, revisions, or other changes to the Software that may be provided or otherwise made available by CNX to all of its customers "STATE Software Use" STATE may use the Software only for internal business use of STATE or as specifically set out in this SOW (Section 15.4.6) (including installation, integration, modification and operational use) by Authorized Users which is in compliance with the provisions of this SOW and the Agreement. "Documentation" means user manuals and other use and instructional documents delivered to or prepared for STATE by CNX in connection with this SOW.
15.4.8	**USE and LICENSE RESTRICTIONS (License).** **NOTWITHSTANDING ANYTHING HEREIN OR IN ANY OTHER DOCUMENT**

BETWEEN THE PARTIES TO THE CONTRARY: (A) THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS SOW AND THE AGREEMENT; (B) THE FOLLOWING RESTRICTIONS WILL APPLY TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO THE SOFTWARE DOCUMENTATION; (C) THE RESTRICTIONS APPLY TO STATE AND ALL EMPLOYEES AND AFFILIATES OF STATE, AS WELL AS ANY PERSONS OR THIRD PARTIES ENGAGED BY CLIENT TO INTERACT WITH THE SOFTWARE IN ANY FASHION; and (D) EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, BREACHES AND VIOLATIONS OF THIS SECTION SHALL NOT BE SUBJECT TO ANY NOTICE REQUIREMENT OR CURE PERIOD. BREACH OF ANY ONE OF THESE RESTRICTIONS WILL ALLOW CNX TO TERMINATE ANY EXISTING LICENSE OF STATE TO THE SOFTWARE AND SHALL ALLOW CNX TO PURSUE ACTIONS SET FORTH IN THIS DOCUMENT AND ANY RELEVANT AGREEMENT FOR SUCH BREACH.

Restrictions:

(i) STATE may not reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code of the Software;

(ii) STATE shall not use the portions of the Software that are development tools for general software development purposes;

(iii) STATE shall not disclose in writing the results of any performance, functional or other evaluation or benchmarking of the Software to any third party, other than consultants and CNX working on STATE's behalf, without the prior written permission of CNX;

(iv) STATE shall use commercially reasonable efforts to restrict access to the Software and Documentation to Authorized Users and to prevent disclosure of images, or copies of any portion of the Software of Documentation to any third party;

(v) any export of the Software shall be subject to U.S. Export Control laws (CNX represents that the Software is classified under U.S. export control laws as **EAR99**);

(vi) STATE may not sublicense or use the Software for commercial time-sharing, rental, outsourcing, application or managed service provision, or service bureau use, or to train persons other than Authorized Users, unless previously agreed to in writing by CNX and any such attempted sublicense, transfer, or assignment by STATE in violation of this section shall be null and void. The provision of access to Authorized Users in exchange for a transaction fee received by STATE shall not constitute a breach of the foregoing restriction;

(vii) STATE shall not sell, re-sell, license, sublicense, publish, display, transfer *(whether by exchange, lease, rent, gift, loan, or otherwise)*, disseminate, assign, or in any way distribute the Software unless such use is set forth explicitly defined in or in

	accordance with "STATE Software Use" or as allowed in accordance with Section 15.4.6 of Appendix G. *(viii) STATE may not delete or in any manner alter any notices, disclaimers or other legends contained in the Software and Services or appearing on any screens, documents, reports, numeric results or other materials obtained by User through use of the Software and Services ("Notices");* *(ix) STATE may not use Connextions' name, trade names, logos, or other trademarks of Connextions, or any of its affiliates or licensors, whether in written, electronic, or other form, without Connextions' prior written consent;* *(x) STATE may* not use the Software in whole or in part, as part of an internet/intranet/extranet website or via other electronic communication distribution methods that facilitate access by an unlicensed third party; *(xi) STATE may not* provide access (directly or indirectly) to the Software via the web or internet application, or any filesharing method or system, except as expressly set forth herein; (xii) STATE may not attempt to access any systems, programs or data of CONNEXTIONS or any CONNEXTIONS party that are not licensed under this Agreement, or otherwise made available by CONNEXTIONS or a CONNEXTIONS party for public use; and (xiii) STATE may not modify or prepare derivative works from the Software and/or Services The Parties understand and agree that STATE breach of the restrictions contained in this section, subject to the cure period for breach of such restriction (if any) set forth in this Section, will lead to immediate and irreparable harm to CNX and damage for which money alone cannot fully compensate CNX. STATE therefore agrees that upon such breach or threatened breach of any obligation under this Section, CNX shall be entitled to seek a temporary restraining order, preliminary injunction, permanent injunction or other injunctive relief, without posting any bond or other security, compelling STATE to comply will any or all such provisions. This shall not be construed as an election of any remedy or as a waiver of any right available to CNX under this Agreement or the law, including without limitation the right to seek damages from STATE for a breach of any provision of this Agreement, nor shall this section be construed to limit the rights or remedies available under applicable law for any violation of any other provision of this Agreement.
15.5.4	CNX shall perform at its own expense an annual network perimeter penetration test on its local area network at the Facility, and a summary level report of the penetration test will be provided to State after the results of such test are received by CNX. To the extent that additional information concerning this test is required by State, CNX agrees to have further discussions with State concerning this test in a

	manner consistent with CNX's other clients. To the extent that any plan of action or corrective action plan is taken by CNX as a result of these tests, a summary report of such plan shall be provided to State. To the extent that CNX is hosting the instance of bConnected used for the Services provided under this Agreement at a location other than the Facility ("Co-located Hosting"), CNX shall ensure that such Co-Located Hosting facility is SSAE 16 compliant, and shall provide evidence of same to the State when the compliance review is performed following the State's execution of suitable non-disclosure agreements.
15.5.5	The details of any automatic connextions between UHIP and the CCC shall be determined and mutually agreed to by the Parties in writing.

16.0	**Rates and Expenses**
16.1	STATE shall pay CNX at the applicable rates set forth in Exhibit B.
16.2	**Overtime Rate**
16.2.1	Overtime shall be invoiced at the Overtime Rate and pre-approved by STATE in writing.
16.3	**Licensing Expenses**
16.3.1	CNX corporation, at its own expense, shall be licensed in accordance with state insurance laws.
16.3.2	For Specialists, If the Services described herein necessitate licensure and appointment under applicable law, regulation, guidance, and requirement, as determined jointly by CNX and the State, CNX shall ensure that such Specialists are properly licensed and appointed and such costs would be passed through to State with no mark up.

17.0	**Professional Services**
17.1	CNX and the State agree and understand that any Project-related services within the scope of the Agreement not explicitly contemplated herein or in the RFP or proposal response shall be invoiced and paid using the Professional Services Rate Card, in Exhibit B. Should any efforts requested of CNX need to be performed by CNX assets not listed in the Professional Services Rate Card in Exhibit B, those service shall be performed at a rate mutually agreed upon in writing.

18.0	Performance Credits and Incentives
18.1	All Performance Credits and Incentives are located in Exhibit D.

19.0	Data
19.1	All data collected and contacts will be proprietary data of and owned by the State. Access to the data systems or details captured in the software will be made available to the State's business group as desired, direct database access is also available at the request of the State group through the Professional Services team members assigned to manage the account post launch.

20.0	Additional Terms
20.1	**STATE Representations and Responsibilities**
20.1.1	In addition to other responsibilities as set forth herein, STATE will be responsible for:
20.1.1.1	Unless otherwise agreed to between the parties, and only to the extent that STATE dictates that CNX make calls to lists of individuals with whom the STATE does not have an existing business relationship (as such term is defined in applicable Federal and State law and regulations) through the Exchange, compliance with "do not call" regulations, provided that CNX shall be responsible for any compliance issues that result from CNX's failure to follow mutually agreed upon call lists, policies and procedures.
20.1.1.2	CNX will be given content from the STATE and CNX will turn consumer experiences into training documentation and use cases.
20.1.1.3	Specific details and content for train-the-trainer and Specialist training which is created by the State shall be available at least two (2) weeks prior to any required CNX train-the-trainer sessions.
20.1.1.4	STATE shall be responsible for providing sufficient input into the development and maintenance of STATE-specific training documentation.
20.1.1.5	STATE shall provide an adequate number of initial state subject matter experts in Rhode Island to onboard CNX training staff.
20.1.1.6	STATE shall provide documentation that enables CNX to create and perform Specialist training per Section 8.5 of this SOW.
20.1.1.7	For the purposes of this SOW and to the extent applicable to the provision of Services hereunder, STATE shall provide CNX with remote access to any other systems necessary for CNX to complete the Services stated herein; provided, however, that CNX's access to and use of any such systems shall be, in each case, mutually agreed upon by the parties and set forth in writing.

20.1.1.8	STATE to provide Microsite short term and long term template designs and related data, updated on a quarterly basis images, copy etc.
20.1.1.9	STATE to provide Train-the-Trainer on STATE systems and shall provide related training documentation for said systems.
20.3	**Publicity**
20.3.1	The Parties agree that the State will conduct a press conference prior to launch to assist with staffing of the program. Any other publicity efforts shall not occur without written mutual consent of the Parties.
20.4	**Conflict Of Interest**
20.4.1	Regarding these Services, CNX will be governed by the Conflict of Interest policy attached hereto as Exhibit F
20.5	**Change Control Process**
20.5.1	The Parties agree that within forty five (45) days from the Effective Date of this SOW they will discuss, scope, and price (as needed) any additional efforts which the STATE seeks from CNX solely related to Complaints and Appeals. Any decisions flowing from scoping shall be reflected herein via a mutually agreed upon Amendment to this SOW and change order as applicable.
20.5.2	Other changes to the scope or levels of effort described herein shall be subject to a process whereby CNX (a) scopes the level of effort needed to fulfill the change; (b) provides the level of effort along with estimated pricing to STATE; (c) the Parties agree on the level of effort and pricing regarding the change; (d) the level of effort and pricing are reflected in an amendment to this SOW or a change order which is signed by each Party. The estimated pricing for any changes during the T&M Period shall be in accordance with the rate card attached hereto as Exhibit B. During any CPC period, the cost of changes shall be based upon principles and rates established in Exhibit B and the Proposal.
20.5.3	Changes on pricing methodology (away from the Time and Materials Rates set out as of the Effective Date of this SOW) shall result in an amendment to this SOW and change order as applicable.
20.5.4	The Parties will establish an on-going process to addresses changes not significantly impacting the scope defined in this SOW that enables a cooperative and mutually beneficial process for making cost effective decisions relating to change control.

Exhibit A – Forecasting Process

Forecast Process:

a. **Six Month Forecast**: By the last day of the first full business week in each calendar month hereunder, STATE will provide CNX with a **non-binding** forecast of anticipated call volumes using the Connextions modeling tool for the next six (6) rolling calendar months from the date such forecast is provided ("6 Month Forecast").
    1. The Forecast and CNX's staffing to Forecast shall be performed by Line of Business ("LOB") grouping. LOB grouping shall be defined as any grouping of Vendor staffing assigned to take a particular type of call volumes.

b. **Three Month Forecast**: On a monthly basis, on or before the first business day of each calendar month, STATE shall provide Vendor with a three (3) month rolling forecast of anticipated call volumes ("3 Month Forecast") by LOB grouping.
    1. The 3 Month Forecast shall provide a forecast of the call volume forecasted for each of the successive three (3) months from the date such 3 Month Forecast is due.
    2. Each month's forecast within the 3 Month Forecast shall include the forecasted Call volumes broken down into monthly volume estimates. For example: On or before July 1, 2013 the forecast will contain August (Month A) September (Month B) and October (Month C) this will be called the "August Three Month Forecast."
        i. Naming conventions:
            1) A 3 Month Forecast shall be named using the first month within the forecast. For example, the 3 Month Forecast containing March, April and May forecasts shall be called the March 3 Month Forecast. Likewise, the October 3 Month Forecast shall contain the October, November and December forecasts.

            2) Within a 3 Month Forecast, the first month shall be called "Month A", the second month shall be called "Month B" and the third month shall be called "Month C". For example, in the March 3 Month Forecast, March, April and May shall be called Month A, Month B and Month C respectively.

            3) Month A and Month B of every 3 Month Forecast shall be a "Locked Forecast" for the purposes of calculating Uneven Forecast Events and High Volume Outlier Days (as those terms are defined below) for the month. For example, in the above

March Three Month Forecast, March and April forecasts are now a "Locked Forecast". In the same example, the May forecast is purely advisory.

ii. CNX will use the 3 Month Forecast to staff the Program in a manner that allows CNX to meet the expectations of the Parties set forth in this SOW.

iii. If there is decrease in volume of 15% or more as Month C becomes Month B, and CNX has in good faith already begun hiring additional Specialists (as evidenced by mailed "Offers of Employment"), STATE shall be responsible for the training costs (at the rates specified in the SOW) for the Specialists that are not actually needed due to such decrease.

iv. If State fails to provide a Locked Forecast in the manner set forth above, CNX will deem the Locked Forecast for a given month to be the Locked Forecast applicable from the preceding 3 Month Forecast.

1. In such situation, CNX shall notify STATE Vendor Management and other STATE key personnel identified in this SOW.

EXHIBIT B – Fees/Rates

The below shall be reevaluated by the Parties at the first anniversary of the Effective Date, and any changes will be mutually agreed to by the Parties in writing using an amendment to this Statement of Work.

Start-up costs for each milestone:

		Milestone 1	Milestone 2
	Proposed Date of Milestone	*10/1/13*	*1/1/14*
	Proposed Milestone	**Launch Contact Center as open enrollment begins.**	**Update Contact Center functionality as coverage becomes effective 1/1/14.**
Personnel Costs		**$184,883**	**$-**
	Salaries & Fringe	**$184,883**	**$**
Operating Costs		**$427,440**	**$101,788**
	Facility Costs	**Included in contact center cost**	**$**
	Customer Relationship Management (CRM)	**$320,000**	**$80,000**
	Other technology (including ACD, Workforce Management, IVR, Knowledge management, and any other technology proposed)	**$101,440**	**$20,288**
	Telephone & Communications	**Included in contact center cost**	**$**
	Office Supplies	**Included in contact center cost**	**$**
	Postage	**pass through**	**$**

	Printing & Copying	**pass through**	**$**
	Translation of Materials	**$6,000**	**$1,500**
	Data Security	**Included in contact center cost**	**$**
	Disaster Recovery Period	**Included in contact center cost**	**$**
Administration & Management Costs		**$984,431**	**$297,230**
	Training & Professional Development	**$766,080**	**$191,520**
	Recruiting & Hiring	**$65,100**	**$-**
	Project management	**$63,388**	**$15,847**
	Travel	**$89,863**	**$89,863**
Total Direct Costs		**$1,596,753**	**$399,018**
Estimated Profit		**$82,879**	**$17,004**
ESTIMATED TOTAL COST		**$1,679,632**	**$416,021**

Rates:

STATE shall pay CNX at the applicable U.S. rates set forth below for the Services rendered under this SOW:

Employee Category	*Rates*	*Billing Type*
Price per Specialist hour - English	***$ 34.30***	***Per Hour***
Price per Specialist hour - Spanish	***$ 38.50***	***Per Hour***
Overtime Price per hour - English	***$ 52.50***	***Per Hour***
Overtime Price per hour - Spanish	***$ 57.75***	***Per Hour***

Supervisor Rate	*$ 40.25*	*Per Hour*
Team Lead Rate	*$ 40.25*	*Per Hour*
Specialized B2B SHOP Staff	*$ 35.00*	*Per Hour*
Production New Hire training rate	*$ 35.00*	*Per Hour*
Production Training Rate	*$35.00*	*Per Hour*
Training Staff Rate	*$ 34.30*	*Per Hour*
Quality Assurance Staff Production	*$40.25*	*Per Hour*
WFM Analyst Staff Production	*$ 40.25*	*Per Hour*
Optional Specialized SME	*$ 35.00*	*Per Hour*
Per minute	*$ 0.04*	*Per Minute*
Call recording	*$ 78.00*	*Per User Per Month*
Outbound dialer	*$ 130.25*	*Per User Per Month*
Language Line	*$ 1.86*	*Per Minute*
bConnected User Fee-Non CNX Employees		
50 or fewer Named Users	*$ 71.50*	*Per User Per Month*
51 to 100 Named Users	*$ 68.25*	*Per User Per Month*
101-300 Named Users	*$ 65.00*	*Per User Per Month*
301-500 Named Users	*$ 61.75*	*Per User Per Month*
501 plus Named Users	*$ 58.50*	*Per User Per Month*
Enterprise- 750 users	*$ 400,000.00*	*Per Year*
Professional Services		
Vice President	*$ 250.00*	*Per Hour*
Director	*$ 225.00*	*Per Hour*
Project Manager	*$ 150.00*	*Per Hour*
Consultant	*$ 125.00*	*Per Hour*
Analyst	*$ 100.00*	*Per Hour*

QA	*$ 125.00*	*Per Hour*
QA Manager	*$ 150.00*	*Per Hour*
Training Developer	*$65.00*	*Per Hour*
Multimedia Training Developer	*$95.00*	*Per Hour*
Travel (all travel must receive prior written approval from the State)		
Travel	*$ 2,000.00*	*Per Person Per Week*
Third Party Consulting		
Third Party Consulting	*$ 155.00*	*Per Hour*
# of Contacts Each Month		
0-9999 contacts per month	*$ 28.56*	*Per Contact*
10,000 – 19,999 calls per month	*$ 25.99*	*Per Contact*
20,000 - 29,999 contacts per month	*$ 21.31*	*Per Contact*
30,000 - 39,999 contacts per month	*$ 17.48*	*Per Contact*
40,001-50,000- contacts per month	*$ 14.33*	*Per Contact*
50,001 + contacts per month	*$ 11.75*	*Per Contact*
# of Contacts Each Month	*Example of AHT is now 1035 (was 900)*	
0-9999 contacts per month	*$ 32.84*	*Per Contact*
10,000 – 19,999 calls per month	*$ 29.89*	*Per Contact*
20,000 - 29,999 contacts per month	*$ 24.51*	*Per Contact*
30,000 - 39,999 contacts per month	*$ 20.10*	*Per Contact*
40,001-50,000- contacts per month	*$ 16.48*	*Per Contact*
50,001 + contacts per month	*$ 13.51*	*Per Contact*
Change of AHT by 5% will result in a 5% increase in contact pricing		

* This the user fee for non-CNX bConnected users outside of the contact Center.

** Is used for efforts outside the scope of services discussed herein and for Professional Services efforts outside of the Start-Up phase of the Program, as described in the Agreement.

Specialist Ramp Down

STATE may ramp down in a single month a number of Specialists which shall not exceed 20% of the Specialists assigned to the Program during the previous month. Such measurement shall use the mean number of Specialists assigned to the Program during the measured month. Notwithstanding anything herein to the contrary, in no circumstance will the STATE attempt to ramp down more than 49 Specialists in any 60 day period during the Term of this SOW.

Telecom

If and as required, CNX will pay for telecommunications costs. Such costs may include redirected calls, line (T1) installation fees, and/or monthly fees for dedicated telecom facilities, if any, and hardware and software costs for the connection or maintenance of lines at CNX's Facility. During Start-up as well as during cost-per-contact payment periods, the cost of telecom is included in the price. There is a separate charge for telecom called "per minute" in the rate table above that accounts for telecom charges during the T&M period.
Should this Agreement expire or terminate for any reason, CNX will promptly and without charge transfer ownership of any and all telephone numbers that were used in the Services to the State by issuing a Document of Responsible Organization (Resp Org) to the carrier of State's choice.

Cost of Living Adjustment

CNX will adjust the rates provided in this Statement of Work based upon the adjustment, if any, of inflation that occurred during the twelve (12) months immediately preceding each anniversary of the Effective Date whichever will occur later and every 12 months thereafter. Such increase will be as determined by measuring the change during such period in the most currently available Employment Cost Index compared to the preceding year (or index from the preceding month of the index measurement period) for total compensation for private industry workers, by industry and occupational group, published by the Bureau of Labor Statistics, U.S. Department of Labor, Service Producing industry group, Services/Business Services occupational group (Price Index) compared to the one year prior Employment Cost Index. To the extent that, at the time of such exercised extension, the Price Index publishes compensation data specific to the state or the region where Services are being provided, the Parties agree to use the most locality-specific data available. In the event such Price Index is no longer published, or its content and format is substantially changed, the State and CNX will substitute another comparable and similar index. In no case will the adjustment be less than 0.0% or exceed 4.5%.

Forecasted Budget Through Base Contract December 2015

	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14
Coach	$ 81,466	$ 90,160	$ 114,954	$ 113,344	$ 83,720	$ 74,382	$ 28,336	$ 20,286	$ 20,286	$ 28,336	$ 20,286	$ 47,334	$ 88,872	$ 104,006	$ 106,260
Workforce	$ 29,624	$ 32,200	$ 33,810	$ 35,420	$ 25,760	$ 27,048	$ 14,168	$ 6,762	$ 6,762	$ 7,084	$ 6,762	$ 13,524	$ 29,624	$ 30,590	$ 35,420
QA	$ 29,624	$ 38,640	$ 47,334	$ 42,504	$ 32,200	$ 33,810	$ 14,168	$ 6,762	$ 6,762	$ 14,168	$ 6,762	$ 20,286	$ 37,030	$ 42,826	$ 42,504
English	$ 645,924	$ 724,208	$ 917,263	$ 901,139	$ 652,654	$ 613,392	$ 203,637	$ 144,268	$ 132,653	$ 179,170	$ 130,819	$ 342,293	$ 745,116	$ 839,435	$ 845,818
Spanish	$ 181,254	$ 203,222	$ 257,395	$ 252,871	$ 183,143	$ 172,125	$ 57,143	$ 40,483	$ 37,224	$ 50,277	$ 36,709	$ 96,052	$ 209,089	$ 235,556	$ 237,207
Training											$ 441,636	$ 441,636	$ 441,636		
Telephony	$ 46,649	$ 59,610	$ 67,901	$ 66,707	$ 48,313	$ 45,407	$ 13,236	$ 8,856	$ 8,143	$ 11,322	$ 8,031	$ 23,484	$ 55,157	$ 62,140	$ 62,575
Hosting	$ 13,957	$ 13,957	$ 13,957	$ 13,957	$ 13,957	$ 13,957	$ 13,957	$ 13,957	$ 13,957	$ 13,957	$ 13,957	$ 13,957	$ 13,957	$ 13,957	$ 13,957
Call recording	$ 12,117	$ 15,623	$ 18,846	$ 17,673	$ 14,080	$ 12,603	$ 3,994	$ 2,964	$ 2,725	$ 3,514	$ 2,688	$ 7,033	$ 13,978	$ 19,062	$ 16,578
Total	$ 1,040,614	$ 1,171,620	$ 1,471,459	$ 1,443,614	$ 1,053,826	$ 992,723	$ 348,639	$ 244,338	$ 228,512	$ 307,828	$ 667,650	$ 1,005,599	$ 1,634,458	$ 1,347,572	$ 1,359,819
Estimated # of Contacts	61,641	70,838	98,269	92,153	66,312	65,715	17,695	12,817	11,405	15,641	11,622	32,091	72,805	96,191	86,445

	Jan - Mar 2015	Apr - Jun 2015	Jul - Sep 2015	Oct - Dec 2015	Total
Coach	$ 81,144	$ 68,908	$ 109,480	$ 260,176	$ 1,541,736
Workforce	$ 27,048	$ 20,608	$ 41,216	$ 88,872	$ 512,302
QA	$ 40,572	$ 41,216	$ 47,978	$ 102,396	$ 647,542
English	$ 566,442	$ 496,130	$ 792,524	$ 2,090,551	$ 11,962,936
Spanish	$ 158,951	$ 139,220	$ 222,392	$ 586,634	$ 3,356,946
Training			$ 699,423	$ 349,712	$ 2,374,043
Telephony	$ 36,193	$ 31,352	$ 52,459	$ 153,633	$ 855,167
Hosting	$ 41,870	$ 41,870	$ 41,870	$ 41,870	$ 376,828
Call recording	$ 11,641	$ 10,024	$ 16,097	$ 42,473	$ 243,712
Total	$ 963,861	$ 849,328	$ 2,023,439	$ 3,716,316	$ 21,871,213
Estimated # of Contacts	50,850	43,646	73,935	217,193	1,206,146

EXHIBIT C – Technology

General Description

Customer Relationship Management (CRM) System

bConnected™ is CNX's CRM system. It has been developed by CNX and has been optimized for the heath care marketplace. The system offers hundreds of features and workflows designed to meet the intricate needs of Rhode Island. bConnected is not a typical CRM solution, it is aligned to integrate with all systems, for example Unified Health Infrastructure Project (UHIP), via web services, open APIs as well as the ability to manage thousands of transactions a second. The system is configurable down to the logo and can support inbound and outbound call integrations, email, SMS and many other touchpoints to allow for the prospect and member to be serviced in what is deemed the best communication channel of choice for their needs.

Another unique functionality of our CRM includes the creation of personalized micro-sites. Simple micro-sites can be used to deliver plan options and education via a personalized website as an alternative to completing the instruction over the phone. CNX sees this as an important component in that there is "no wrong door" when it comes to finding the right health insurance plan for an individual, family or small business.

CNX's other technology solutions:

Scalable Telephony: CNX provides IVR functions including geographic and data directed routing, voice response and caller self-service, scalable to handle large inbound sales and service programs. (See example IVR Flow Diagram in Attachment F of the Proposal) CNX employs various dialer calling patterns including predictive, power and preview for different use cases. Predictive dialing with and without automated announcements are used.

Knowledge Management: CNX uses a Confluence Wiki repository and box.com storage to catalog and present data allows the CNX business account and professional services teams as well as CNX's clients to all interact with data while allowing the system(s) to manage version control and other relevant changes.

ACD Systems: CNX currently uses Avaya and Aspect ACD platforms, which have been deployed over 10 years. Multiple ACD instances are deployed in geographically diverse locations. CNX has SONET rings at all sites except for Irving, which is in progress, and Long Distance carrier diversity to provide ACD redundancy. If there is a disaster CNX would route calls to another call center, thus eliminating down time.

Email: The bConnected platform is enabled to support inbound and outbound email for the Specialists with customers. The software uses the customer's email address as the unique ID to align the email with the proper contact, then, based on system designd rules will alert the appropriate Specialist or communications agent to manage the email and interact with the member. CNX can also intregrate with corporate email systems such as Outlook and Lotus Notes.

Chat: The bConnected platform is enabled to support inbound chat for the Specialists with customers. The software uses the customer's unique identification information to align the chat with the proper contact, then, based on system designed rules will alert the appropriate Specialist or communications agent to manage the chat and interact with the member.

Exhibit D –Metrics

Metrics are a critical aspect of setting up a win / win relationship. This enables CNX to design our performance dashboards and scorecards for all levels of management and for our contact center agents. Our performance philosophy is one which we tie payment for services to that which we can control. For example, if the State can forecast within 110% of forecast, we will sign up for a risk / reward pricing models for Average Speed of Answer, (ASA) and Service level. However, we understand that Average Handle Time (AHT) is critical to any staffing formula and will change significantly as new information is provided to the state's residents. All Metrics herein will be targets/goals for the first twelve (12) months of this SOW ("Target Period"), without associated penalties or similar consequences. The Parties may alter the Metrics and the any incentives or credits associated therewith after the Target Period agreed to in writing.
*In any measured month hereunder, should CNX be unable to meet a Metric due to:

a) Over-delivery of calls in such measured month in an amount exceeding 110% of the locked forecast for such measured month.

b) Material failures caused solely by STATE; and/or third parties (hired or contracted) providing services to or for STATE (collectively referred to as "STATE/Service Provider") including without limitation acts or omissions of "STATE/Service Provider." In such cases, CNX will make commercially reasonable efforts to handle the call volume and achieve the Metrics.

c) STATE Program Changes-General:
STATE makes temporary or permanent changes to Program policies, procedures, or data capture requirements that causes CNX to miss the Metrics set forth in this SOW. In such cases, CNX will make all reasonable efforts to handle the call volume and achieve the Metrics.
Any such STATE changes to program policies, procedures, or data capture requirements that have an impact on CNX's achievement of the Metrics shall be communicated and mutually agreed to in writing by the Parties in writing or through amendment as required. Any changes to the Metrics shall be set forth in an amendment to this SOW.

d) STATE-Provided System Failures:
A material system failure or material latency pertaining to any STATE-provided system during a measured month.

e) Force Majeure Event:
A Force Majeure Event (as such term is defined in the Agreement).

f) Other: Additional excused failures may be added upon mutual written agreement of the parties, via an amendment to this SOW.
No penalties, credits, or termination rights shall result therefrom*
All agreed upon Metrics are below:

Metric #	Metric Description	Measurement/Notes

	Minimum required METs: MET-1, 2 and 3	
MET-1	95% Customer Satisfaction responses will be at 4 or higher on a scale of 1-5 and Minimum of 85% customer satisfaction responses will be at a 3 or higher on a scale of 1-5.	Survey to be in form and format and content mutually agreed to by Parties. Scoring will be determined by survey completed by consumers post-call Reported in writing on weekly basis
MET-2	Average Speed of Answer (ASA): Answer 95% calls within 60 seconds, minimum 85% within 20 seconds.	Pricing assumed 80 percent of calls answered in 30 seconds or less
MET-3	Abandonment Rate: Target: <3% /Minimum >5%	Does not include "short abandons," calls which are abandoned by a Caller within the first 5 seconds such Caller is in queue.
MET-4	Ensure that the weekly average wait (from initiation of call to answer) or hold (time placed on hold) time meets Target: <120 seconds and Minimum of <180 seconds.	
MET-5	Establish baseline for Average Handle Time, Talk Time, Research Time once Contact Center is organized by staffing teams or other structure that may be put in place to route and segment calls, customers, teams.	Our standard WorkForce management tool & practices incorporate this as we will partner with you to predict and drive continuous improvement for Rhode Islanders. This will also enable CNX to consider intelligent call routing options.
MET-6	Incorporate standards for the average time Contact Center personnel spends on contacts - minimum acceptable goal 65%.	This is an acceptable standard as long as the call arrival patterns and forecast are within a predictable range.

MET -7	Issue resolution- All Contacts Target: 65% with Minimum of 60%. Resolvable Contacts Target 85% with a Minimum of 75%.	This is acceptable for all call controls within the scope of our CRM and contact center processes. We will need to review the UHIP tool to validate that are issues have a workflow to support the resolution.
MET -8	Ensure that the weekly average number of incoming calls that are blocked (calls receiving a busy signal) will be established within 90 days of operations in order to establish baseline volume. Target: <1% Minimum <3%).	
MET -9	Resolve and respond to all oral inquiries, whether received by telephone or personal encounters, within one (1) Business Day of receiving the inquiry, and all written or mail inquiries within three (3) Business Days of receiving the inquiry.	

EXHIBIT E – REPORTING

Reports Included in Start-Up Pricing Set Out in Exhibit B :

RowID	Measure	Metric(s)	Data Source	Timing	Audience
1	Quality Monitoring	Quality scores by staff, rolled up by team, department	Phone System	Daily, Weekly, Monthly, Quarterly, Annually	Contact Center Management, Exchange and Medicaid Management, UHIP
2	Outbound Calls	Number of outbound calls made to customers on follow up, outreach, etc.	Phone System	Hourly, Daily, Weekly, Monthly, Quarterly, Annually	
3	Call Volumes	By department, by staff, weekly, monthly, daily, hourly, snapshot of Extended Hours to see usage during non-peak times	Phone System	Hourly, Daily, Weekly, Monthly, Quarterly, Annually	Contact Center Management, Exchange and Medicaid Management, UHIP
4	Call Type	Volume of calls by encounter type; broad/specific categories and by season (e.g. top call reasons at open enrollment vs rest of year)	CRM	Daily, Weekly, Monthly, Quarterly, Annually	Contact Center Management, Exchange and Medicaid Management, UHIP
5	Average Speed of Answer (ASA)	Average Speed of Answer (ASA): Answer 95% calls within 60 seconds, minimum 85% within 20 seconds.	Phone System	Hourly, Daily, Weekly, Monthly, Quarterly, Annually	Contact Center Management, Exchange and Medicaid Management, UHIP
6	Abandonment Rate	Abandonment Rate: Target: <3% /Minimum >5%	Phone System	Hourly, Daily, Weekly, Monthly, Quarterly, Annually	Contact Center Management, Exchange and Medicaid Management, UHIP

7	Contacts Per Hour	Average number of contacts processed (call, email, fax, mail, text, chat) per hour by CSR	Phone System	Hourly, Daily, Weekly, Monthly, Quarterly, Annually	Contact Center Management, Exchange and Medicaid Management, UHIP
8	Average Hold/Wait Time	Ensure that the weekly average wait or hold time meets Target: <120 seconds and Minimum of <180 seconds.	Phone System	Hourly, Daily, Weekly, Monthly, Quarterly, Annually	Contact Center Management, Exchange and Medicaid Management, UHIP
9	Average Handle Time	Establish baseline for Average Handle Time, Talk Time, Research Time once Contact Center is organized by staffing teams or other structure that may be put in place to route and segment calls, customers, teams.	Phone System	Hourly, Daily, Weekly, Monthly, Quarterly, Annually	Contact Center Management, Exchange and Medicaid Management, UHIP
10	Customer Satisfaction	95% Customer Satisfaction responses will be at 4 or higher on a scale of 1-5 and Minimum of 85% customer satisfaction responses will be at a 3 or higher on a scale of 1-5.	CRM	Monthly, Quarterly	Contact Center Management, Exchange and Medicaid Management, UHIP
11	Issue resolution	Issue resolution- All Calls: Target: 65% with Minimum of 60%. Resolvable calls: Target 85% with a Minimum of 75%	CRM	Weekly, Monthly, Quarterly, Annually	Contact Center Management, Exchange and Medicaid Management, UHIP

12	Blocked Calls	Ensure that the weekly average number of incoming calls that are blocked (calls receiving a busy signal) will be established within 90 days of operations in order to establish baseline volume. Target: <1% Minimum <3%).	Phone System	Weekly, Monthly, Quarterly, Annually	Contact Center Management, Exchange and Medicaid Management, UHIP
13	Email, Text, Fax, Mail Volume and Response Times	Respond to emails, text and fax within the minimum performance standard; Target: 100% within 24 hours and 60% within 5 hours, Live chat responses should be in real time with the customer	Combinatio n; Web Portal, Manual	Hourly, Daily, Weekly, Monthly, Quarterly, Annually	Contact Center Management, Exchange and Medicaid Management, UHIP
14	Customer Follow Up Response Time	Resolve and respond to all oral inquiries, whether received by telephone or personal encounters, within one (1) Business Day of receiving the inquiry, and all written or mail inquiries within three (3) Business Days of receiving the inquiry.	CRM	Daily, Weekly, Monthly, Quarterly, Annually	Contact Center Management, Exchange and Medicaid Management, UHIP
15	Repeat Call Rate	Number of times a customer calls back about the same issue	CRM	Daily, Weekly, Monthly, Quarterly, Annually	Contact Center Management, Exchange and Medicaid Management, UHIP
16	Escalated Calls/Complai nts	Number of calls related to complaints and those escalated to a Supervisor or Manager for resolution	CRM	Hourly, Daily, Weekly, Monthly, Quarterly, Annually	Contact Center Management, Exchange and Medicaid Management, UHIP

17	Appeals	Falls under call types, but reporting on Appeals will need to be more robust and detailed than other call types	CRM	Daily, Weekly, Monthly, Quarterly, Annually	Contact Center Management, Exchange and Medicaid Management, UHIP
18	Staffing Levels	Average number of staff on phone hourly, daily, weekly, monthly, yearly trends	Phone System	Hourly, Daily, Weekly, Monthly, Quarterly, Annually	Contact Center Management, Exchange and Medicaid Management, UHIP
19	Walk In volume	Number of walk in customers per day, week, month including volume by hour, number of people by party, reason for visit, volume by Contact Center personnel, average wait time	CRM	Daily, Weekly, Monthly, Quarterly, Annually	Contact Center Management, Exchange and Medicaid Management, UHIP

20	CSR Turnover Rate	The number of agents who left their "agent job" (voluntarily and involuntarily) during the previous 12-month period, divided by the sum of agents working and hired during the same period, less those who left their job during the expressed period. The value is expressed as a percentage. The average number of agents working is calculated by taking the sum of the beginning year agent head-count plus the end of year agent head-count and dividing that sum by two. Do not include attrition during initial training. *Minimum Performance Standard:* <30% annually.	Staffing /Manual?	Monthly, Annually, Quarterly	Contact Center Management, Exchange and Medicaid Management, UHIP
21	IVR pegs	Volume of calls into IVR, broken out by menu options; how many callers use each option, how many simply hit 0, etc.	Phone System	Hourly, Daily, Weekly, Monthly, Quarterly, Annually	Contact Center Management, Exchange and Medicaid Management, UHIP
22	Training	Number of classes run, number of CSR's in attendance, number of new hires per month	Manual/Spreadsheet	Weekly, Monthly, Quarterly, Annually	Contact Center Management, Exchange and Medicaid Management, UHIP
23	Customer Encounters	Number of days to resolve customer encounter by department, staff	CRM	Hourly, Daily, Weekly, Monthly, Quarterly, Annually	Contact Center Management, Exchange and Medicaid Management, UHIP

24	Referrals	Number of referrals to other agencies	CRM	Hourly, Daily, Weekly, Monthly, Quarterly, Annually	Contact Center Management, Exchange and Medicaid Management, UHIP
25	Interdepartment workflows	Number of issues where interagency assistance is required	CRM	Hourly, Daily, Weekly, Monthly, Quarterly, Annually	Contact Center Management, Exchange and Medicaid Management, UHIP
26	Budget reports	operational costs per quarter	Manual	Monthly, Annually, Quarterly	Contact Center Management, Exchange and Medicaid Management, UHIP
27	Customer Feedback on Products, Exchange, Service	Roll up narrative feedback from customers on key Exchange initiatives/outcomes (determined by Exchange)	CRM/Manual	Monthly, Annually, Quarterly	Contact Center Management, Exchange and Medicaid Management, UHIP
28	Use of Spanish, Portuguese speaking CSR as well as language line		CRM	Daily, Weekly, Monthly, Quarterly, Annually	Contact Center Management, Exchange and Medicaid Management, UHIP
29	Call volume by Type of Customer	Number of customers calling who enroll in Medicaid, Exchange, Small Employer, Navigator, Broker, Other Agency, Organization	CRM	Hourly, Daily, Weekly, Monthly, Quarterly, Annually	Contact Center Management, Exchange and Medicaid Management, UHIP
30	Add On Graphs per report charge				Contact Center Management, Exchange and Medicaid

					Management, UHIP

EXHIBIT F – CONFLICT OF INTEREST

In responding to this opportunity, Offeror reviewed the requirements of the Request for Proposal (RFP). In accordance with its internal policies, as more fully discussed below and Section 31.10 of Appendix D Offeror submits the following facts or circumstances that may give rise or could in the future give rise to a conflict of interest, along with its mitigation plan.

Offeror is governed by UnitedHealth Group's Government Contracting Policy and by its OCI Process Guidance document. The UnitedHealth Group OCI Policy was developed and implemented throughout UnitedHealth Group, including Offeror, for strict adherence to FAR 9.5 and all applicable federal and state laws as appropriate. Further, it is the policy of UnitedHealth Group and all of its organizational elements to: (1) prevent or mitigate the existence of conflicting roles within the organization that might bias its judgment as a contractor; and (2) prevent unfair competitive advantage by virtue of company access to non-public information obtained under a contract or through participation in shaping the ground rules of a procurement.

This policy further mandates that all UnitedHealth Group businesses, including Offeror, evaluate whether a potential bid, contract, or other transaction (the "Arrangement") could result in excluding another UnitedHealth Group business from government contracting due to conflict of interest in performing existing government business, or in the pursuit of government business.

In adherence with its Policy and Section 31.10 of Appendix D, Offeror has completed its analysis and has identified the following potential conflicts of interest: 1) a potential for access to non-public information that could be perceived as providing a competitive advantage for a future procurement; 2) a potential for impaired objectivity in the performance of services under this opportunity; and (3) a potential that Offeror may be viewed as a PPACA or enrollment fulfillment type contractor due to Rhode Island's desire that the successful Contact Center Contractor implement a no wrong door approach to services provided by the Rhode Island to its residents.

Such an occurrence could occur in the event that a Rhode Islander contacts the Call Center Contractor, believing they were eligible to enroll in a QHP, but were later determined to be potentially eligible for a Medicaid plan. In such an instance, based on the requirements of the RFP, the Offeror will not be exercising discretion or judgment as to whether the caller should be enrolled in a plan or program offered by an Affiliate, rather, the Offeror will only be providing the technology infrastructure to enable a desired point of contact and merely forwarding the caller to Rhode Island's Medicaid (DHS) program for enrollment.

As more fully described in the following pages of this document, based upon the objective nature of its performance and the nature of its relationship to the Rhode Island Medicaid and Proposed SHOP HMO and other affiliated organizations, Offeror believes that it is qualified to perform the services described in the RFP in a manner that avoids a potential for access to non-public information and any actual organizational conflict of interest. Accordingly, Offeror submits the

following information to disclose the relevant facts and circumstances and to mitigate the effect of potential conflicts of interest.

A. Background

Offeror, its agents and associated management and staff, will provide necessary technology and other support to provide a Contact Center for all Rhode Islanders to allow Customers to be able to find coverage options and other assistance to support Rhode Island's HBE services. In addition, Offeror's staff will provide education and assistance related to eligibility and enrollment services that include but are not limited to the following:

- General Education/Health Coverage or Health Reform
- Anonymous Application Assistance/Eligibility Screening
- Automated Eligibility Determination*
- Guidance on Plan Comparisons*
- Enrollment
- Certificate of Exemption
- Recertification*
- Tax Credits
- Premiums/Billing*
- Changes to customer account*
- Appeals/complaints*

(See RFP Section 3.1.2 at pages 16-17)[1]

The successful contractor under this opportunity will be limited to providing the following technologies:

- Customer Relationship Management (CRM) system
- Automatic Call Distributor (ACD)
- Workforce Management system
- Interactive Voice Response (IVR)
- Support for Live Chat
- Fax
- Email
- SMS Text
- TTY and

[1] *These functions are referred to other agencies, the carriers themselves, or through the system provided by the UHIP vendor. As a result, the Contact Center Contractor will have little discretion in carrying out these functions other than to make the referrals required. See Section 3.1.2 of the RFP.

- Auto Dialing
- Customer Satisfaction Inquiries and
- Knowledge Management tools

(See RFP Section 3.2.2 at pages 23).

In addition, per the RFP, "Rhode Island is developing technology to create and operate an online marketplace that will provide residents access to affordable health insurance." (See RFP Section 3.2 at page 22).

According to the RFP, the UHIP technology solution will be deployed and used almost identically by the Contact Center Contractor's Customer Service staff, as well as at other State agencies, by Navigators, Brokers and at DHS Field Offices. Moreover, the Rhode Island UHIP core system will have modules that will support Contact Center Contractor's staff in the following customer service functions:

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

(See RFP Section 3.2.1 at page 22).

B. Potential Access To Information.

In the performance of the required operational activities, the provision of the required technology infrastructure and the performance of the purely administrative tasks, Offeror will have access to information through interaction with Customers and through data entry efforts relating to the needs of those Customers. In addition, the Offeror will be required to record and archive Customer inquiries and screens accessed in delivering services to the Customer. Offeror's access to this Customer information, if unmitigated, might be seen as providing its affiliates, as discussed more thoroughly in Section C, with an unfair competitive advantage in competing for future contracts to provide health care benefit plans to consumers in Rhode Island, due to the perceived ability to access Customer information obtained by the Offeror under this opportunity and its resultant contract.

To mitigate and avoid the possibility of Offeror's access to non-public Customer information from affording the Offeror or its affiliated entities with a competitive advantage in a future procurement, the Offeror will strictly adhere to information security protocols and the use of

informational firewalls. These actions, which are described in the following sections, are intended to prevent the dissemination of Customer information gained during the course of performing this contract to affiliates of the Offeror.

1. Information Security Protocols.

As part of its solution and as more detailed in its technical proposal at Section 3.2.11 –Security and Access, Offeror will implement access controls through the use of unique logins for each of its employees or agents to have access to non-public Customer data obtained by the Offeror through its performance. Offeror will maintain strict controls around sensitive user IDs via corporate authentication and authorization system, Active Directory, which is governed by the Connextions Information Security Policy detailing access rights, provisioning and termination policies.

In addition, as part of its internal controls, Offeror will use this non-public Customer information only for contractually specified purposes and access to it shall be controlled so that it is only available to those with a need to know. Furthermore, such information will reside on encrypted servers in accordance with industry standards and such servers will be separate from the IT infrastructure of its Parent and its Affiliated entities. Moreover, the Offeror shall host the State's data in a minimum Tier 2 or greater SSAE 16 compliant or comparable data center in the U.S., with yearly, independent security audits whose results shall be shared with the Directors of the governing agencies, the Exchange, DHS and Medicaid agencies, along with the CISO and the CIO. Finally, the Offeror has detailed information security practices that are rigorously enforced, including its Information Security Policy.

2. Information Firewall

As an additional measure to protect Customer information, Offeror will implement a firewall is so that there is no unauthorized use or disclosure of Customer information and to guard against the risk of even inadvertent disclosure of such information. The firewall is an information disclosure barrier between Offeror (and in particular, employees of Offeror assigned to the opportunity, who operate on a "need-to-know" basis) and all other business units and employees of Offeror and its affiliates (and, in particular, persons working on future affiliate led Rhode Island Exchange related proposals).

The ground rules associated with the firewall are as follows:

1. All protected consumer information in hard copy will be scanned into electronic form and uploaded into Offeror's local area network. Hard copies will be shredded.

2. All protected Customer information in electronic form shall be maintained on a secure, password-protected server on the local area network that is dedicated to the Offeror.

3. All Offeror employees assigned to the resultant contract shall execute the Non-Disclosure Agreement ("NDA") before being given access to protected consumer information. All persons assigned to the contract shall comply with all requirements of the NDA consistent with the requirements set forth in Section 3.2.11(3) of the RFP.

4. Offeror employees assigned to this opportunity shall not discuss protected Customer information with employees of Affiliates, including UnitedHealthcare or Optum, or any other person not assigned to the resultant contract.

5. Processes will be put in place so that employees of affiliates who are working on a future, affiliate led, Rhode Island Exchange related proposals do not discuss any matters relating to the substance of such a proposal or to competitive strategy with any Offeror employee or with any person working on the contract.

6. Processes will be put in place so that no Offeror employee who has worked on the contract and has had access to Customer information is transferred to any position in an affiliate involving work on a future, affiliate led, Rhode Island exchange QHP or MCO related proposal. Likewise, processes will be put in place so that no employee of an affiliate of the Offeror who has worked on an affiliate led, Rhode Island Exchange related, QHP or MCO proposal or was otherwise involved in Rhode Island Exchange related, competitive strategy discussion to provide a QHP, MCO or other product is transferred to a position at Offeror.

7. Each person assigned to work on the contract and each person assigned to a future affiliate led, Rhode Island Exchange proposal team will be instructed on the importance of maintaining the firewall and given a copy of these guidelines.

To achieve compliance with the steps outlined above, the compliance organization for Offeror and affiliates will be responsible for designing a process so that all persons assigned to the contract and all persons assigned to future, Affiliate led, Rhode Island Exchange related proposal teams are instructed on the importance of maintaining the firewall and given a copy of the firewall guidelines.

The Account Manager for this opportunity will be responsible for insuring that protected Customer information, is maintained in Richardson, Texas and later moved during contract performance to a location in Rhode Island, and otherwise in accordance with the firewall guidelines and applicable policies relating to the security of confidential information, as provided in Offeror's Proposal at Section 3.2.11. The Offeror's Account Manager also shall ensure that all persons newly assigned to the contract execute the prescribed NDA prior to being given access to protected Customer information.

The Proposal Manager for future Affiliate led, Rhode Island Exchange related proposal teams will be responsible for maintaining within the appropriate affiliates, any proposal and competitive strategy information on a "need-to-know" basis and not disclosed to employees of the Offeror. As a result, Offeror believes the potential for access by affiliate entities to Customer information obtained during the performance of this Contract is effectively mitigated by the plan outlined above.[2]

C. Potential Impaired Objectivity.

Offeror's affiliated entities plan to sell commercial and potentially individual insurance products through the Rhode Island HBE as QHP Issuers, as well as outside the Rhode Island HBE, and a separate Offeror affiliate currently operates as a managed care plan in Rhode Island under the Health Choice program. The interest of Offeror's affiliates to provide its insurance products as part of Rhode Island's exchange creates the potential that Offeror would be viewed as having an impaired objectivity conflict of interest. In addition, the fact that the Contact Center is part of the new UHIP Technology whose core functionality will be used to also support MAGI-based Medicaid, when coupled with the fact that a separate Offeror affiliate currently operates as part of the Health Choice program creates the potential that the Offeror would be viewed as having an impaired objectivity based, conflict of interest. An impaired objectivity based conflict of interest exists where the economic interests of a party may be affected by the exercise of judgment that may be required by a government contract. This type of conflict of interest arises where the contractor is performing advisory services, has the ability to exercise judgment, and the advice to be given involves the contractor's own products or services or those of a competitor or otherwise may be affected by other business interests of the contractor or one of its affiliated organizations.

As more fully discussed below, UnitedHealthcare and Optum, affiliates of the Offeror, offer healthcare benefits plans. However, the requirements of the RFP mitigate against a potential impaired objectivity conflict of interest in that the State will be providing common tools and requires Customer inquiries to be routed to other agencies, the carriers themselves, or handled by the technology provided by the UHIP vendor. As the opportunity is presently understood by the Offeror, the Offeror's exercise of judgment will be minimal in the handling of Customer inquiries or the steering of consumers to specific products and services, including those products and services provided by affiliates of the Offeror. The Offeror's responsibilities are limited to providing, a Customer Relationship Management System, 'quality call' handling and a positive Customer experience.

The RFP, Section 3.2, at page 22, indicates that, "Rhode Island is developing technology to create and operate an online marketplace that will provide residents access to affordable health

[2] Offeror will comply with the RFP and resultant contractual requirements, at Article 16, regarding the use and collection of data to, "...provide all data collected during customer interactions recorded in vendor's technology solution to the state as requested." See RFP, Section 3.2.3, at page 23.

insurance." Moreover, the technology solution, known as UHIP, will be deployed and used almost identically by the Contact Center Contractor's Customer Service staff, as well as at other State agencies, by Navigators, Brokers and at DHS Field Offices and this solution will provide for commonality in supporting the following activities:

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

See RFP, Section 3.2.1, at page 22.

In addition, Automated Eligibility Determination, Guidance on Plan Comparisons, Recertification, Premiums/Billing, Changes to customer account, and Appeals/complaints are referred to other agencies, the carriers themselves, or the UHIP vendor, as provided in the RFP, Section 3.1.2, at pages 16 and 17. As a result these requirements Contact Center Contractor will have little discretion or judgment in carrying out these functions other than to make the referrals required or utilizing the tools provided by Rhode Island.

Instead, the Offeror's role is to provide a Customer Relationship Management (CRM) system that is capable of providing an Automatic Call Distribution, Workforce Management, Interactive Voice Response (IVR), Support for Live Chat, Fax, Email, SMS Text, TTY, auto dialing, customer satisfaction inquiries and Knowledge Management tools. (See RFP Section 3.2.2 at pages 23). As more fully described in its proposal, Offeror's CRM technology infrastructure, tools, processes, procedures and employee incentives are developed to meet the needs of the Customer and are not designed to steer consumers to predetermined products and services, as Offeror supports the products and services of not only its affiliates, but also other issuers and service providers in other states.[3] Indeed, the decision engine that is at the heart of the Offeror's solution and that displays information such as the possible plans available to a consumer were designed by a third party, not by the Offeror, further shielding the Offeror for inherent bias that would favor the health plans of an Offeror affiliate.

As described above, Offeror will have little to no judgment in the counseling and enrollment in implementing the Customer Contact Center requirements, as the State will control the tools used by the Offeror, as well as, in large part, the handling and routing of customer contacts . In addition, the metrics and obligations established under the RFP and proposed Agreement center around performance (speed to answer, abandonment, and the like) rather than script adherence,

but the State will be monitoring calls for consumer adherence, compliance, and script adherence. Further, Offeror will have its own dedicated Quality Analyst team involved in the RI HBE and a portion of the Quality "Scorecard" will be devoted to compliance, script adherence, and overall consumer experience. Accordingly, Offeror believes the severe limitations on the exercise of judgment, the potential for a breach of contract claim resulting from a failure to accurately provide correct information about the RI HBE programs and adhering to guidelines as specified in the QA monitoring tool, and the Offeror's own scorecard effectively mitigate against a potential bias or impaired objectivity conflict of interest on the part of the Offeror.

For all of the above reasons, the Offeror is confident that any potential conflict of interest, whether based on concepts of access to non-public information that might give the Offeror or its affiliates an unfair competitive advantage or based on impaired objectivity can and will be successfully mitigated and otherwise avoided.

D. Health Care Benefit Plans offered by Affiliates of the Offeror.

1. UnitedHealthcare

UnitedHealthcare offers healthcare benefits plans, through each of its four operating business. The following is a description of the healthcare benefit plans offered by UnitedHealthcare:

UnitedHealthcare Employer & Individual (E&I)

E&I offers a full range of healthcare benefit plans and services, including traditional HMO, preferred provider organization, point-of-service and open access plans. E&I also provide specialty services, such as pharmacy management, managed mental health/employee assistance programs, vision, life, dental and disability coverage options. E&I plan designs include everything from innovative and flexible consumer-driven high-deductible health plans to the streamlined Preferred Portfolio program. E&I intends on seeking QHP Issuer status with the SHOP Exchange.

Traditional Health Plans

Options PPO

E&I Options PPO has access to a broad network of physicians and hospitals nationwide. The plan design offers two levels of coverage – a higher level of benefits apply for in-network services, and a lower level of benefits is available for non-network services with somewhat higher deductibles and co-payments. The plan includes a full spectrum of covered services and direct access to specialists without the need to gain approval from a primary care doctor.

The Options PPO plan is a traditional health plan with co-payments, coinsurance and deductibles. Members have the freedom to see any health care professional or visit any facility in E&I's nationwide network, including specialists, without a referral and without

choosing a primary physician. Members can choose services outside of network, which are normally at a higher co-payment, coinsurance, and/or deductible level.

Choice

E&I Choice is an "open access" health care plan. Members can choose any provider they'd like to see in the UnitedHealthcare National Network. 98% of the population in the country has access to these providers. Members must stay in the network to receive benefits. They have the freedom to choose their physician or specialist without visiting a "primary care physician" for a referral.

Choice Plus

E&I Choice Plus offers the same key benefits as Choice, including providing members with access to an expansive network of providers. The primary difference between the two plans is that Choice Plus offers members a level of benefits should they choose to seek care outside the network. Like Choice, Choice Plus does not require members to designate a "primary care physician" to coordinate care, nor are specialist referrals required for eligible services.

The Choice Plus plan is a traditional health plan that gives members the freedom to see any health care professional in the UnitedHealthcare network, including specialists, without a referral and without choosing a primary physician. They can also choose services outside of the network, normally at a higher co-payment, coinsurance, and/or deductible level.

Managed Indemnity

E&I Managed Indemnity offers members a flexible solution for their health care needs. As a managed version of "traditional" indemnity insurance, members make their own health care decisions, including which licensed doctors and specialists to visit. E&I covers a percentage of the medical expenses once payment has been made for the annual deductible. The Managed Indemnity plan gives maximum freedom for any health care situation. Members decide which doctors and specialists to visit. Benefits are available for covered services received from any licensed physician or medical provider. This health care plan covers a percentage of the medical expenses once they have paid an annual deductible.

CONSUMER-DRIVEN HEALTH PLANS

Health care consumerism means engaging people in making educated health care decisions. Better health decisions can produce better results, greater productivity and significant savings. That's why E&I's focus is on helping people by providing targeted information and clinically appropriate support—ultimately linking members with the

right providers, the right treatments, and the right medications while supporting the right lifestyles. The remaining components critical for a successful consumer choice program are financial incentives that drive engagement and a delivery system that sustains consumer education and decision support.

KEY ACCOUNTS AND PUBLIC SECTOR

E&I offers affordable, common-sense consumer solutions for employers and consumers through their consumer-driven product suite and allied consumer-focused solutions. The combination of robust consumer information, clinical intervention and coaching, and appropriately constructed financial incentives—all based on integrated services—gives E&I the ability to deliver on the promise of health care consumerism.

UNITEDHEALTHCARE NATIONAL ACCOUNTS

E&I drives affordable, common-sense consumer solutions for employers through their consumer-driven product suite and their other consumer-focused solutions. E&I delivers meaningful results by driving consumer engagement. The integration of robust consumer information, clinical intervention and coaching, and appropriately constructed financial incentives gives E&I the power to deliver on the promise of health care consumerism.

GOVERNMENT PLANS

More than 3.2 million individuals in the public sector rely on E&I. These individuals are employed by:

- Federal government
- State and local governments
- School districts
- Higher education
- Institutions
- Labor unions and trust funds
- Local government and school consortia

E&I provides health care coverage to 34 state governments, serving more than 4 million state employees and dependents, and has maintained trusted relationships with five states for more than 10 years.

Labor & Trust

E&I has more than 160 customers that are collectively bargained. Most of this number is labor unions. This represents over 575,000 members and 263,000 subscribers. E&I has a labor and trust segment that is dedicated to servicing the unique needs of those customers and members, which have been maintained for more than 15 years.

UnitedHealthcare Medicare & Retirement

M&R offers Medicare Advantage Plans and is a PDP Sponsor as more fully described in section d. above. M&R is at risk for all benefits it provides to its members, including Medicare required benefits under their Medicare Advantage plans and the Part D required benefits via the Part D portion of a Medicare Advantage plan and to their PDP enrollees

UnitedHealthcare Community & State

C&S Community Plans are Medicaid Managed Care Organizations serving Medicaid (Title 19), CHIP (the Title 21, Children's Health Insurance Program), Dually Eligible (Medicaid-Medicare enrollees), Long Term Care and Children with Special Care Needs (a Title V Program) beneficiaries. C&S is also a government programs administrative services organization where it acts in the capacity of an administrator on a non-risk basis. Finally, C&S is a Medicare Advantage Contractor (a Title 18 program) for the purpose of providing benefits to the Special Needs Population who are dually eligible for Medicaid and Medicare benefits. C&S has one of the Medicaid Managed Care Plans in Rhode Island under the Health Choice program.

UnitedHealthcare Military & Veterans

UMVS offers the TRICARE healthcare benefit plan in the West region but not in Rhode Island.

2. Optum

Optum also offers healthcare plans. The following is a description of the healthcare plans offered by Optum:

> Optum offers fully-insured specialty offerings including the Managed Transplant Program, Managed Infertility Products, and Employee Assistance Plans. Optum is developing a fully-insured specialty offering limited to Pharmacy Benefits to be offered on a carve-out basis. Optum also provides and manages behavioral health benefits to Medicaid managed care plans in some states both on a carved-out stand-alone basis and on a carved-in basis with the full medical plan. These behavioral health arrangements may be either at-risk or administrative services only arrangements.

May 8, 2013

Ms. Angela Sherwin

Assistant Director

Health Benefits Exchange

Office of the Governor, State of Rhode Island

Re: Follow Up Questions from Rhode Island Contact Center Oral Presentation

Dear Ms. Sherwin,

Below are our responses for the follow-up questions that you sent via email May 7th.

1. Please provide RI with more information detailing your corporate structure - specifically outline any organizational relationships to health insurance issuers.

Answer:

The bidding entity for the Call Center RFP issued by Rhode Island is Connextions, Inc. ("Connextions"). Connextions is an indirectly held, wholly owned subsidiary of Optum, Inc. ("Optum"). Optum operates under the Optum brand and provides information and technology-enabled health services, including the call center related services offered by Connextions. Connextions is a separate legal entity within the OptumHealth Holdings, LLC portion of Optum. Optum acquired Connextions in 2011. Optum, through various subsidiaries, provides services to payers, providers, and a wide range of services to county and state governments, including the Centers for Medicare and Medicaid Services (CMS) and other agencies of the Federal government. Another Optum subsidiary, QSSI Inc., is a primary contractor to CMS for work under the Affordable Care Act to establish the federal data services hub.

The ultimate parent company of Optum and Connextions is UnitedHealth Group Incorporated ("United"), a Fortune 50 company with two distinct and separate lines of business – UnitedHealthcare, which provides health care coverage and benefits, and Optum.

UnitedHealthcare is the line of business that includes certain health insurance issuers whose details were included in Connextions' original proposal in Section D of Attachment A, titled "Conflict of Interest Disclosure and Mitigation Plan". These businesses are in separate legal entities that ultimately are owned by UnitedHealthGroup, Inc.

Connextions and the health insurance issuers within United are characterized by several layers of separation:

- There are **separate legal entities**, as described above
- There are **separate boards of directors**
- There are **separate lines of business**
- There are **separate management and reporting chains** that do not converge until the UnitedHealth Group CEO
- There are **separate staffing**, with processes in place to prevent overlap between Connextions staff and the UnitedHealth Care insurer issuer staff ("Organizational Overlap"), as referenced in further detail in answer to question 2(a) below.

Connextions Consumer Engagement Specialists are only assigned to one program at a time, our space allocation supports the separation from others that work on UHC business, our system access is role based and agents are only given access to systems and information based on the program assigned.

2. Please provide additional details related to your conflict of interest statement. Specifically: (a) how would Connextions insulate its proposed contact center line of business from any existing health insurance lines of business in its parent company? (b) please clarify Connextions' intention to provide customer service for automated eligibility determination, guidance on plan comparisons, recertification, premium/billing, changes to customer account, and appeals/complaints for Exchange and MAGI Medicaid populations, and that referrals to other agencies (as indicated in RFP Section 3.1.2 and on Connextions Conflict of Interest Statement on page 2) will be for the populations/situations indicated in Section 3.1.2, NOT for ALL contacts requiring assistance with those functions. (see footnote on page 2 of Connextions' conflict of interest statement)

Answer:

Connextions appreciates the opportunity to provide additional details that are intended to clarify certain aspects of its Conflict of Interest Disclosure and Mitigation Plan. We have divided such additional details into the separate areas raised by your specific questions:

(a) The Connextions Contact Center Line of Business is Insulated/Separated from the UnitedHealth Insurance Lines of Business in Several Ways

- *Separate Organizational Structures*

As described above, there are multiple types of organizational separateness between Connextions and the United health insurance lines of business, spanning legal structures, boards of directors, lines of business and management and reporting chains.

- *Separate Staffing and Processes to Avoid Organizational Overlap*

The Connextions call center line of business is staffed with personnel that are separate and distinct from those that run United's health insurance line of business. Organizational Overlap and/or cross over through assignments and/or job transfers would be subject to processes that would prohibit certain overlap from occurring. Specifically, no Connextions employee who worked on the resultant Contract or otherwise had access to Customer information would be transferred to any affiliate to work on that affiliate led, RI exchange QHP or MCO related proposal. Conversely, no employee who worked on an affiliate led, RI Exchange related, QHP or MCO proposal or who was involved in RI Exchange related, competitive strategy discussion to provide a QHP or MCO or other product would be assigned or transferred to a position within the Connextions.

- *Information and Security Firewalls*

Our Proposal included a "Conflict of Interest Disclosure and Mitigation Plan" that outlined information and security firewalls between the Connextions Contact Center business and the United health insurance business. These include:

(1) The use of password protected, secure, encrypted servers,
(2) Real estate facilities that either did not involve co-location or separate badge swipe security entrances and other physical separation when co-location exists;
(3) Having Connextions employees sign Rhode Island specific Non-Disclosure Agreements; and
(4) Sharing Customer information only on a need to know basis and then, only to the extent necessary to meet contractual requirements, with reporting to management limited only to Optum management in their capacity as overseeing Connextions' ability to meet key performance metrics.

- *The Design and Use of Connextions Business Processes and Company Policies in a QHP Neutral Manner*

A corner stone of our solution to Rhode Island and indeed, to all of our clients, is a commitment to providing assistance and answers to questions, as outlined in the RFP, that facilitate your consumer's selection of the right plan for them, while doing so in a manner that shows no favoritism or bias to any carrier, including to UnitedHealthcare. As discussed in our answer to question 2(b) below, to the extent that the State desires Connextions to make recommendations to consumers regarding enrollment in a specific QHP, Connextions is prepared to do so through the use of the following business processes and by following the following Company policies that are designed to avoid any carrier bias:

(1) Connextions' Compensation and Performance Metrics Not Tied to United QHP Enrollment
At the corporate level, Connextions does not receive any compensation from UnitedHealthcare, or any distribution partner. Nor are there any organizational performance metrics or bonuses for Connextions that are tied to UnitedHealthcare enrollment volumes. Consumer Engagement specialists are NOT incented based on the carriers they recommend to Rhode Islanders, but on their overall performance for the benefit of the consumer and the program they represent.

(2) Use of Technology That Is Not Designed to Favor One QHP
Connextions will be using a combination of the UHIP and its bConnected CRM platform, neither of which have been designed in a manner that favors one QHP over another. Such platforms contain data about all of the applicable QHPs so that a complete picture can be presented to a Contact Center customer requesting assistance.

(3) Leveraging the Needs Assessment Tool so that the "Right" Plan or the "Right" Answer is Driven by Objective Data Most Germane to the Customer's Stated Preferences

As Connextions' stated in its proposal, the implementation effort includes the development and tailoring of a needs assessment tool that will be used by Contact Center personnel to guide them in asking customers what QHP plan attributes are most germane to their personal situation. This tool will be applied to the data of all QHPs found in the UHIP, with the results of that usage shared with the customer to permit the customer to determine what is 'right' for them. If the customer requests that the Contact Center make a recommendation based on that output, the Connextions staff is prepared to do so, but with reference to such output. If the output results in more than one plan appearing to be the right plan for the customer, the Connextions staff will note that. If the customer still requests Connextions to make a recommendation, the basis of that recommendation will be shared and it will never be based on the bias in favor of one QHP.

(4) Training of Connextions Staff Spans All QHPs

During the training process, a critical element of the curriculum is our commitment to placing Rhode Islanders in the right quality health plan for them, which, by definition, requires that such training cover the nuances of all QHPs. Our specific training details the nuances and rationale behind why a consumer may be suited for one Insurance Plan over another plan, and how to effectively factor in tax credit and subsidy status in the assessment process, but always based on various needs assessment based inquiries.

(5) Quality Monitoring Servers as an Additional Check and Balance for Potential QHP Bias

Our Quality teams listen for Consumer Contact Center specialists favoring specific plans or carriers during their monitoring of calls. Presenting plans based on the needs assessment is a quality criteria they are scored against. Rhode Island business owners are permitted to select random calls for review and alignment with such quality standards.

(b) Clarification Regarding Connextions' Intent to Refer to Others only Certain (but Not All) Matters Involving "Automated eligibility determination, guidance on plan comparisons, recertification, premium/billing, changes to customer account and appeals/complaints for Exchange and MAGI Medicaid populations"

In Connextions' Conflict of Interest disclosure, and more specifically in its footnote on page 2 of that document, Connextions indicated that part of its scope of work would involve referring some matters raised by a customer to DHS, carriers, Medicaid and/or OHIC and that the "Contact Center Contractor would have little discretion in carrying out these functions other than to make the referrals required. See Section 3.1.2 of the RFP." This is not to mean that any matter involving "automated eligibility determination, guidance on plan comparisons, recertification, premium/billing, changes to customer account and appeals/complaints for Exchange and MAGI Medicaid populations" would result in a referral. Rather, Connextions' reference to "Section 3.1.2 of the RFP" was intended to mean that referrals would only occur with respect to those six (6) matters if the matter had one or more of five (5) characteristics identified in Section 3.1.2 of the RFP:

- "Complex Medicaid issues"
- "Detailed provider and benefit questions"
- "Whether to accept credit card or financial information"
- "Rite-Share specific information"
- "Complaints that belong with issuers or other state agencies for resolution"

As stated in Connextions' Conflict of Interest disclosure, the Contact Center may be asked to provide answers to these types of question given the "no wrong door" approach but the State, in its RFP, has clearly drawn a line and required the Contact Center to limit its role to that of referral. In doing so, Connextions avoids certain of the areas that might raise subjective determinations, where a third party might suspect that Connextions would exercise its judgment in a way that might favor a United plan. In effect, this concern is consistent with what is commonly referred to as an impaired objectivity based Organizational Conflict of Interest (OCI). It was for that reason that Connextions referenced that part of the RFP as part of its OCI mitigation plan.

Having said that, Connextions is prepared to provide assistance and answers to questions related to these six matters where the five (5) characteristics are not present or until such time that the RIHBE changes its policy and direction. For example, while the RFP does not expressly state it as being within the scope of services, we understand that in the course of providing guidance on plan comparisons, a customer may ask Connextions for a specific recommendation on a QHP in which to enroll. As long as the five characteristics mandating referral to another entity are not raised by the request, Connextions is prepared to make those recommendations to such a customer. The business processes by which such recommendation will be made have been outlined in answer to question 2(a) and it is these business processes which are aimed at avoiding bias in favor of a United plan or any other plan.

By implementing the above approach to customer service, Connextions avoids making a recommendation based on subjective judgment – such as recommending enrollment in a United QHP – that might give rise to an impaired objectivity OCI when the needs of the customer suggest that more than one product would be equally responsive. At the same time, Connextions delivers the Contact Center service consistent with the requirements of the RFP.

3. How will Connextions leverage their current presence in Rhode Island, including resources and expertise, for this contact center engagement?

Answer:

Our parent, Optum, currently has approximately 350 employees in Rhode Island. Our local presence provides us a general understanding of the political, socio-economic, and health care environment in Rhode Island. Our plan is to leverage our current facilities to stage the transition and build out of the Rhode Island based call center.

In our Proposal, we had indicated that because of the tight timeline, our approach is to have the State start in one of our current facilities in Richardson, TX, while we find a contact center in Rhode Island to be operational in March 2014. We would like to clarify our proposal so as to indicate that we have now identified capacity in Providence, Rhode Island that will be available much earlier than originally anticipated.

We are proposing to occupy an existing OptumInsight (previously Ingenix) contact center with infrastructure to provide up to 155 Rhode Island jobs. The facility is located in Providence, Rhode Island and will house our new RIHBE Contact Center. The leader of this site will manage the overall operations and our MBE partner, Flagship Staffing will help us in our local recruiting efforts. We are confident that this workspace will be ready in time for August 1, 2013 training with our proposed September 1, 2013 opening and will also be our walk-in location. We can also add signage to this location and will configure several rooms that allow in person consultation. The total number of employees/jobs will be dependent on how many of the work stations would be allocated to the RIHBE personnel. This can all be planned in our initial implementation decisions.

Once we mutually agree on the forecast and total staffing requirements, if volumes during peak periods require more than the number of specialists located in the Providence Contact Center, we plan to also bring up a team of specialists in our Colorado Consumer Contact Center for the a "Plan B". This also provides critical business continuity to have more than one operation in the initial period. Connextions is in active discussions with both the State of Colorado and their CO-OP of Colorado to support their efforts in support with the Federal Patient Protection and Affordable Care Act (PPACA). In addition to being a State with multi-language capabilities to meet our needs, we have existing agents that can be leveraged for this endeavor while we actively work to staff the Rhode Island site. Our Vice President of the Colorado site is also a Rhode Islander, (born in Providence). We will have a Management team present in the Providence site to collaborate with the Rhode Island Health Benefit Exchange team in its planning.

As stated, Connextions is an agile and nimble partner that can act swiftly with requirements and the need to tap into our vast network as changes arise.

4. On page 7 of your PowerPoint presentation (Communication Channels and Users), could you further explain how you present the volumes by channel? Specifically, how does the graphic depiction of "monthly forecast" relate to the graphic depictions of each individual channel and user group?

Answer:

As we shared during our oral presentations, we would need to understand the outreach and education plan (Marketing level) to better predict forecasts – both by timing and by channel. This exercise is typically one of the first steps in the implementation planning as it drives the headcount and some of the skills required to support the engagement. The earlier we are able to start with education and outreach, the more we can partner to stabilize the contact volume. Another major impact will be the user interface of the web portal – if consumers can go there and easily get the information they need, and complete eligibility and enrollment, this would decrease volume. If Rhode Island's marketing outreach includes social media for those eligible in younger age brackets, we could also see a rise in the percentage of online vs. voice channel responses.

Based on the public data we have been able to secure, along with our current experience of helping consumers through each of these channels, this is the raw data that represented slide 7 in our oral PowerPoint presentation. All of our contact center specialists are versed in every channel and many of them can perform voice and chat simultaneously driving up efficiency.

Although the channels represented are incoming, as we discussed in our oral presentation, the use of microsites could substantially shift the engagement of teaching (and tracking) how consumers learn to find, enroll, and use their plans). This could also be leveraged for premium outreach and reminders.

Communication Channel User Breakdown Data

Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14
61,641	78,838	98,269	92,153	66,312	65,715	17,695	12,817	11,405	15,641	11,622	32,891
46,231	59,128	73,702	69,115	49,734	49,286	13,271	9,613	8,554	11,731	8,717	24,668
7397	9461	11792	11058	7957	7886	2123	1538	1369	1877	1395	3947
1849	2365	2948	2765	1989	1971	531	385	342	469	349	987
1849	2365	2948	2765	1989	1971	531	385	342	469	349	987
4315	5519	6879	6451	4642	4600	1239	897	798	1095	814	2302

Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15
72,885	96,191	86,445	20,764	14,408	15,675	15,255	14,408	13,984	17,374	21,814	34,748
54,664	72,143	64,834	15,573	10,806	11,759	11,441	10,806	10,488	13,030	16,361	26,061
8746	11543	10373	2492	1729	1881	1831	1729	1678	2085	2618	4170
2187	2886	2593	623	432	470	458	432	420	521	654	1042
2187	2886	2593	623	432	470	458	432	420	521	654	1042
5102	6733	6051	1453	1009	1098	1068	1009	979	1216	1527	2432

Oct-15	Nov-15	Dec-15	Inbound Service volume
61,952	81,763	73,478	Monthly Forecast
46,464	61,322	55,109	Phone
7434	9812	8817	Email
1859	2453	2204	Chat
1859	2453	2204	Text
4337	5723	5143	Social

Based on recent studies released that illustrate that between 40 – 50% of eligible Americans are not knowledgeable or aware of the upcoming ACA implementation, Rhode Island could lead the nation by driving education. We also have some creative ideas on driving awareness, which could include targeting specific family groups for community events, free flu shots, leveraging the local media to help get the word out.

As we have stated, in writing and in person, we share an equal passion to provide access to qualified health plans for Rhode Islanders, which creates a perfect partnership between Connextions and the State of Rhode Island. We are committed to providing Exceptional Customer Service, and at all times...providing "No Wrong Door" for any Rhode Islander.

We look forward to hearing from you later in the week.

Sincerely,

Leslie Pecci
Executive VP and Managing Director
Connextions, Inc.

Exhibit G

Security

The CNX Information Security Policy (ISP) (Attachment H) consists of policies and procedures created to ensure: secure handling and transmission of Data, the confidentiality, integrity and availability of Confidential Information, compliance, and the support of corporate strategy. CNX values compliance with legislative, regulatory, and contractual requirements resulting from CMS, HIPAA, PCI DSS and client contracts. The ISP along with other policies and controls ensure compliance to contracts and regulations. CNX shall demonstrate that for State Data and Confidential Information, it shall: CNX shall demonstrate that for State Data and Confidential Information, it shall:

1. Ensure that State information is protected with maximum security measures.

2.

3. Promote and maintain among CNX's employees, agents and contractors an awareness of the security needs of the State. CNX shall have its employees, agents and contractors sign non-disclosure agreements passing through the confidentiality provisions of this contract.

A confidentiality/non-disclosure agreement is signed by every CNX employee upon hire. This can be renewed as frequently as the State requires.

4. Safeguard the confidentiality of information and the integrity and availability of data while it is created, entered, processed, communicated, transported, disseminated, stored or disposed of by means of information technology. Data at rest must be encrypted at industry standards.

5. Ensure that appropriate security measures are put into place to protect CNX's internal systems from intrusions and other attacks, whether internal or external.

6. Provide a plan to address identity theft issues that may arise from a breach of security including but not limited to notification, credit monitoring, case management which costs are to be paid by CNX.

7. Any known or suspected breach of security must be shared with the CIO and the State Chief Information Security Officer (CISO), as well as the Directors of Exchange, DHS and Medicaid agencies immediately.

CNX acknowledges, agrees, and complies with this requirement.

8. Both the remediation of a security breach and a post mortem of why a security breach took place are the responsibility of CNX and must be provided in writing to the CISO, the CIO and the Directors of Exchange, DHS and Medicaid agencies, within two (2) days, following the correction of the security breach.

CNX acknowledges, agrees, and complies with this requirement.

9. CNX is responsible to contain all security breaches immediately to minimize additional hacking/defacing or data exposure. If possible, the containment solution should be addressed with the State security team, but it is not required to ensure a quick containment.

CNX acknowledges, agrees, and complies with this requirement.

10. CNX shall host the State's data in a minimum Tier 2 or greater SSAE 16 compliant or comparable data center within the United States approved by the State. When possible, State's data shall be segregated from other data. Data at rest will remain in the United States.

CNX acknowledges, agrees, and complies with this requirement.

11. All of CNX's employees, contractors and agents must obtain a nationwide NCIC III (or triple iii) criminal background checks, prior to commencing work on the Portal or if they would have access to State or other's confidential or personal information as a result of this contract. CNX shall review the results of these checks and provide certification to the CISO that CNX has completed the background checks and its employees, agents and independent contractors have successfully passed this check. A department or agency may impose more restrictive conditions before allowing CNX access to certain data. The State reserves the right to refuse any individual permission to work on State premises.

CNX acknowledges, agrees, and complies with this requirement.

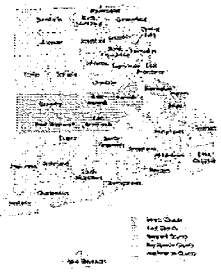
12. CNX agrees to adhere to any State on-site security requirements. CNX in its submission will provide details on how it will accomplish ensuring the required security needs of the Contact Center

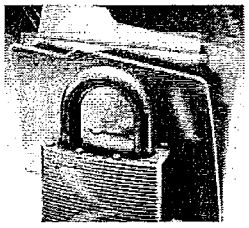
Security Audit

Connextions

A Proposal for the

Rhode Island Health Insurance Contact Center





State of Rhode Island

Department of Administration, Division of Purchases

Request for Proposals # 7461348

Technical Proposal

Date
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Table of Contents

A. Executive Summary 1
B. Relevant Experience and Expertise 8
B.1. Qualifications 8
B.2. Relevant Experience 11
B.3. Financial Position 12
B.4. Vendor References 13
B.5. Minority Business Enterprise (MBE) 13
C. Approach to Scope of Work 14
C.1. Customer Service Experience/Philosophy 14
C.2. Proven Ability for Delivering Excellent Service 14
C.3. Approach to Completing Tasks in Scope of Work 15
C.3.1. Task 1: Contact Center Operations 15
C.3.1.1. Key Functions 17
C.3.1.2. Organization of Work 17
C.3.1.3. Partnership With Other Organizations 18
C.3.1.4. Specialized Queues/Warm Transfers 19
C.3.1.5. Complaints and Appeals 19
C.3.1.6. Performance Management 19
C.3.1.7. Key Performance Indicators (KPIs) 20
C.3.1.8. Performance Reporting 20
C.3.1.9. Quality Assurance/Quality Control (QC) 21
C.3.1.10. Staffing and Work Environment 22
C.3.1.11. Training 25
C.3.1.12. Hours of Operation 25
C.3.1.13. Rhode Island Office Location 25
C.3.1.14. Walk-in Support 25
C.3.1.15. Multi-lingual Support 26
C.3.1.16. Telecommunications Device for the Deaf 26
C.3.1.17. Outgoing Calls, Emails, Texts, and Other Communications 26
C.3.1.18. Direct Calls and Emails to Specific Representatives or Supervisors 26
C.3.1.19. Mail 26
C.3.2. Task 2: Technology Requirements 27
C.3.2.1. UHIP/Core System 27
C.3.2.2. Vendor Provided Technologies 27
C.3.2.3. Ownership of Data Collected Through Vendor Technology 29
C.3.2.4. Toll Free Number 29

C.3.2.5. Technology Accessible to Designated State Agencies and Representatives 29
C.3.2.6. Telephonic Systems 29
C.3.2.7. Rhode Island Core System Software Integration 29
C.3.2.8. Stand-alone Rhode Island Solution until Integration 29
C.3.2.9. Contingency Plans 30
C.3.2.10. Electronic Signatures 30
C.3.2.11. Security and Access 30
C.3.2.12. Security Audit 33
C.3.3. Task 3 - Administrative Responsibilities 33
C.3.3.1. Contract Management 33
C.4. Hiring and Training Plans 33
C.5. Contact Center Challenges and Mitigations 36
C.6. Service Levels 36
C.7. Coordinating and Integrating with Agencies 36
D. Capacity to Accomplish Tasks 38
D.1. Project Organization Chart 38
D.2. Staffing Plan 38
D.3. Work Plan 38
D.4. Subcontractors 40
D.5. Confirmation 40

List of Figures

Figure 1: Leadership Black Belt Certification Program Strategic Plan 9

Figure 2: Connextions Footprint. 15

Figure 3: Optum State Government Clients for All Optum Offerings. 16

Figure 4: LinkVision Desktop Agent Dashboard. Performance is measured using the LinkVision Performance Dashboard. 20

Figure 5: Key Personnel Roles/Responsibilities. Our staff has the knowledge and experience to provide Rhode Island with the management needed to lead a successful call center. 23

Figure 6: Leading The Connextions Way. 36

Figure 7: Project Organization Chart. 38

Figure 8: Implementation Phases. 39

List of Attachments

Attachment A – Conflict of Interest

Attachment B – bConnected Case Study

Attachment C – Training Scorecard/BWPR/Side by Side Form

Attachment D – Key Personnel Resumes

Attachment E – Training Curriculum

Attachment F – IVR Flow Diagrams

Attachment G – Business Continuity Plan

Attachment H – Information Security Policy

Attachment I – Agents Skill Levels and Job Descriptions

Attachment J – Proposed Work Plan

Attachment K – Compliance Program

Attachment L – HIPAA Training Program and Policy

Attachment M – Database Contract Parameter Sample

Insert Signed Cover letter

A. Executive Summary

Understanding the Health Reform Initiatives of the State of Rhode Island

"This is an historic opportunity to transform our health care system. The federal law provides a picture frame – and Rhode Island has the opportunity to paint that picture." *(Rhode Island Health Task Force Report – September 2010)*

Since the passage of the Patient Protection and Affordable Care Act (PPACA) in March 2010, the State of Rhode Island (the State) under the leadership of Governor Lincoln Chafee and Lt. Governor Elizabeth Roberts has embraced both the opportunities and challenges associated with providing affordable healthcare to as many Rhode Island citizens as possible. The early establishment of the Healthy Rhode Island Task Force, a broad public and private interagency effort, to lead and advise on how to "get" Rhode Island's Healthcare reform, "right", demonstrates the State's commitment to the successful implementation of healthcare reform at the highest level.

"*Getting it right*" means, achieving improved health for Rhode Islanders through universal access to high quality healthcare that is delivered in new and different ways and is sustainable and affordable for Rhode Island families, businesses and the State.

Rhode Island was one of the first states in the nation to enact legislation establishing an Exchange. Over the past two decades the State has been a leader in the nation in reducing the uninsured and broadening access to health insurance coverage for low-income children and their parents, as shown by the State's Medicaid global waiver.

The Rhode Island Health Benefit Exchange (RIHBE) has already achieved significant milestones, including securing the first Level II Establishment Grant funding in November 2011 and receiving conditional approval from HHS for Exchange Operations in December 2012. The creation of the RIHBE is a key enabling factor in achieving healthcare reform for all Rhode Islanders.

Today, we understand that approximately 126,000 of the State's residents are uninsured. An estimated 80,000 individuals will be eligible to purchase individual insurance coverage through the Exchange in 2014, while the remaining population will be newly eligible for the Medicaid enrollment. Some coverage will be subsidized; some will not. It is not yet certain what percentage of businesses will receive coverage through the Exchange, but about 110,000 employees are expected to get coverage in the State's small group market in 2014.

We applaud the State's singular commitment to demand **Exceptional Customer Experience**. We fully support the State's "No Wrong Door" service concept for consumers. Consumers should expect and will experience through our partnership, a high level of service, support and ease of use. All consumer interactions will be via a choice of user interaction/communication tools for learning, comparing, enrolling and, if eligible, access to tax credits for affordable choice. All consumers, regardless of the type of coverage they are seeking, will receive the same high quality service through our Consumer Contact Center (CCC), with particular emphasis on meeting the culturally appropriate needs of Rhode Islanders with disabilities, non-English speakers, and people with limited literacy from day one, including their communication via our email, text, and/or web-chat functionality.

This requires a highly experienced CCC coupled with a sophisticated health insurance focused, customer relationship management technology solution. **We feel it is critical that the State selects a partner with broad and extensive experience working with a variety of consumers and payers; there is no time to lose on an unproven solution or with a firm that has experience with only one segment of the State's healthcare population.**

The CCC is ***a critical starting point and foundation for organizational change.*** The CCC is the "face" or the central "human connection" of the RIHBE to consumers, and to those that are acting on the

State's behalf to enroll Rhode Islanders. The CCC is the main touch point for most residents and the service they receive and products they purchase. With Connextions, the State will have a partner with a complete understanding of the benefit programs that will be offered by the Qualified Health Plans (QHP). At the same time, Connextions brings expertise in the latest user-friendly tools and technologies to both manage its workforce and create the best possible consumer experience in the channel they prefer. Connextions has the experience and knowledge to assist consumers and provide the State with the desired results.

Connextions Solution Summary

The State has mentioned that an essential component of the CCC and strategy is the establishment of the Customer Relationship Management (CRM) solution, tailored specifically for consumer healthcare insurance needs. Our web-based CRM solution, bConnected™, is developed by Connextions and has been optimized for health insurance, consumer engagement and transparency. The system offers many features and workflows designed to meet the intricate needs of the State, and their consumers. bConnected is not a typical CRM solution; it provides specialized healthcare acquisition workflow to guide CCC specialists to the right conversation with the right contact at the right time. It is designed to integrate with all systems, for example Unified Health Infrastructure Project (UHIP), via standard Web services and APIs, as well as the ability to manage thousands of transactions per second. The system is configurable to accommodate all consumer workflows and choice of communication tools, such as chat, social media, phone, text, and e-mail. These touch points allow for the prospect and member to be serviced in what is deemed to be the best communication channel of choice for their needs.

Another unique functionality of our CRM includes the creation of personalized micro-sites. Simple micro-sites can be used to deliver plan options and education via a personalized website as an alternative to completing the instruction over the phone. We see this as an important component in that there is "no wrong door" when it comes to finding the right health insurance plan for an individual, family or small business.

The bConnected CRM will also be integrated with and operate in purposeful concert with UHIP, which is currently under development. We will achieve integration with other department consumer support channels, including those that offer in-person support (e.g., navigators, assisters, family resource counselors, and community health workers). In addition, we will operate in tandem with the State's Health Benefits web portal, which will serve as a robust "marketplace" and electronic connection for consumers to identify insurance coverage options and provide an online "store" for those eligible to receive or purchase coverage.

Connextions' sole focus in delivering services for consumer based health insurance initiatives, combined with our unique integration of healthcare focused consultative expertise, technology platform, and operational scale, has enabled us to both increase business and operational performance and reduce client's overall total cost of ownership. The web-based bConnected CRM platform will scale for use by other parts of the Rhode Island healthcare enterprise.

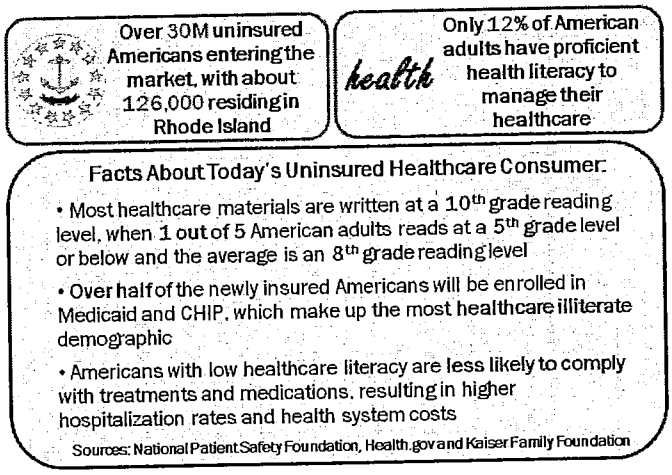
We are experts in health and consumer specific recruiting profiles and processes, which will enable us to quickly find the "right" consumer specialists for the CCC. This will reduce upfront recruiting and training costs. Our experience and understanding of staffing requirements for "open season" will enable us to "right size" the CCC staffing based on seasonality. Our understanding of healthcare direct-to-consumer marketing response, call arrival patterns, and average handle times allow us to use workforce planning to efficiently staff the contact center to meet service level requirements without the costs associated with "overstaffing."

- We have more than 8,000 consumer contact center specialists across eight campuses, and have built an enterprise grade organization that delivers operational scale and cost efficiencies that is shared

with our clients. Although the State will have a dedicated team, our size and centralized services deliver economies of scale and reduced infrastructure costs that are reflected in our cost structure without impacting quality or results, when compared to smaller stand alone or internal operations. At a time like this, it is critical to select a partner that has the right infrastructure to handle unanticipated demand.

We offer choice in a simple, affordable, transparent delivery system

Connextions values the role we play with consumers. We recognize that to provide a clear price, a "right fit" product and most importantly peace of mind is essential. We will provide the State with a window on the world to how this rapidly growing element of consumer insurance distribution is evolving and being shaped.



Market forces driving the compelling event include:

- First time buyers will have many questions about benefits, subsidies, and existing conditions, and therefore will need experienced health advocates to guide them through the decision process and help educate them on how to properly use their benefits.
- Significant options and confusion may flood the RIHBE and consumers will have new options between the State marketplace, private exchanges, and an array of Payers offering guaranteed issue products. The consumer needs a clear advocate in the RIHBE to discuss their options at a literacy level that they can truly understand and apply.
- Increased comfort with technology will empower many shoppers to compare solutions online. Self-service options will help handle the massive peaks that will occur as the open enrollment period (OEP) begins, and even more so in future years when the mandate penalty becomes a greater throttle to enroll.

Connextions will personalize the consumer experience with empathetic individuals that understand and assist Rhode Islanders through the confusion they encounter brought on with the current health reform changes. Our specialists will make sure each Rhode Islander we engage will understand their benefits and answer any questions they might have about their options. Enrolling the RIHBE consumers into insurance plans is just part of the opportunity that our partnership would face, it also makes certain that each newly insured individual or family understands how to use their coverage and start on the right path to making better healthcare decisions.

This will allow the State to address the growing costs of healthcare for all other constituents in the health system as improving health outcomes directly correlates to reduced medical expenditures. Our expertise in the Individual & Family and Medicaid markets, along with extensive knowledge of the PPACA itself, will increase our speed to bringing this solution to market on the State's behalf.

Partnering With Connextions

Since the State will most likely only get one chance to make the "getting it right" decision, we would like to offer several reasons as to why Connextions is the right partner for the RIHBE:

- Since 2000, we have been an industry leader in managing the consumer experience in the selection of both private and government sponsored health insurance. We understand and appreciate the

- demographic changes occurring in this country and the impact that the PPACA will have on the way consumers purchase and pay for their health insurance.
- While the State anticipates serving approximately 200,000 residents in 2014, the future sustainability of the Exchange depends on the ability to execute an efficient and effective CCC for the consumer and to do so with accuracy and simplicity. Meeting consumers' expectations for customer service is essential to the mission of making the ACA real. As the State looks to be the leader in healthcare transformation under PPACA, Connextions is positioned to be the State's trusted partner.
- We expect to hire approximately 155 Rhode Islander FTEs as part of this engagement.
- Our philosophy has always been that every consumer touch point is an opportunity to drive loyalty and satisfaction. With our relentless drive toward excellence and our value-oriented approach to service, our client relationships have grown to include the nation's largest firms that are influencing change in the Healthcare System.
- We have assessed the transformations occurring in the health insurance marketplace. Our expertise in supporting consumers for more than 30 leading healthcare companies and Exchanges has uniquely positioned us to serve as the RIHBE partner. [redacted]

[redacted]

- We are bringing both our proven healthcare CRM platform, bConnected, and our contact center operational experience to this engagement. We know how to offer a simple and seamless consumer experience for residents to learn and understand their options for health insurance for themselves, their families, or their employees, via 620 agents currently licensed in Rhode Island.
- We do this through a combination of specific healthcare operational expertise, deep healthcare experience and world class technology. We consider the standard call center statistics like handle time, speed to answer or hold time as 'the basics'; and hold our operations teams to these metrics as table stakes. What differentiates Connextions in the healthcare marketplace is our focus on the consumer and their health. One well timed outreach through a variety of channels, such as email, Microsites, text, email, or phone call could:
  - Educate consumers on self-service tools, deflect downstream future issues and potential spikes in inbound requests
  - Validate Medicaid eligibility
  - Educate consumers on how to enroll in Medicaid and the appropriate managed care plan
  - Initiate a Medicaid eligible outreach driven by analytics
- Provide the right level of service and channel-of-choice communication provided for the right Rhode Islander at the right time
- In 2012, we engaged in more than **75 million interactions** through various channels including inbound, outbound, email, micro-site, chat and text with Americans about their health choices, education and care.

We have handled Annual Enrollment Periods (AEP) since 2005 and understand the concerns and confusion that comes with open enrollment and the plans necessary to plan and react.

- We communicate with consumers with 100% transparency about how to navigate the health system through a "No Wrong Door" service concept is at the core of what we do.

- We are entrusted as an independent contact center to provide acquisition, retention and service to more than 35 health plans and six of the seven largest national carriers, representing one out of every three Americans.

These experiences serves Connextions well, and will serve Rhode Islanders well as the individual market faces similar decision points, complicated with subsidy calculations and increases in Medicaid. Connextions has also handled employer retiree migration for five consecutive years which is similar to learning how to use a defined contribution to select the health plan that is right for the individual during a confusing and scary time. We further understand the nuances of this diverse group and the differences in delivering support to a technology savvy 21 year old and a consumer in their 60s requiring additional care and handling. Also, as described further in our proposal, Connextions has developed recruiting, training, and quality management processes that deliver superior services to our employees, our clients and their consumer populations.

Our track record of success includes:

- ***28% higher outcomes and 36% higher quality during AEP*** than a "traditional" large scale outsourcer for the largest national Medicare plan ensuring the consumer gets the right plan. We accomplished this by redesigning the sales distribution process, implementing telephonic enrollment channels, creating structured lead follow-up processes, and integrating telesales and field sales distribution to ensure that all leads are worked efficiently and effectively – during the shortened AEP sales season.
- ***Increased member retention by 36%*** for a national plan through the implementation of an analytics based proactive retention and educational solution.
- ***Reduced paper fulfillment costs by 18%*** through introduction of electronic fulfillment distribution.
- ***Increased First Call Resolution by 12%,*** driving loyalty and increasing trust with a Blues plan.
- Improved use through incorporation of targeted outreach to callers during low internals ***before the Consumer reached a point of frustration by 8% points.***
- Turned the service experience around by knowing that members are **over 30% more responsive** to outreach when done through their channel of choice.
- Our proactive member outreach has reduced disenrollment rates by almost 45% and improved customer satisfaction with scores consistently exceeding 97%.
- Our favorite number, **zero** substantiated CTMs for a National 5 Star plan the last three years.
- Based on our healthcare consumer engagement experience, we see an opportunity to evolve the consumer contact center operation beyond a transactional interaction towards a longer-term member relationship that addresses their health and well-being at a more holistic level.

Connextions proposed approach for the Rhode Island Health Benefit Exchange

Rhode Island has a great opportunity to lead the nation as a State focused on having affordable care come to life.

The philosophies Rhode Island has described are aligned with Connextions' focus on the best practices for Consumer Engagement. Most industries have mastered models in direct to consumer access and communication channels, where most in healthcare are a decade or two behind. Our approach would be to work closely with the RIHBE to drive as much proactive information as possible. This approach ends up driving better comprehension and understanding for consumers, and enables you to control your consumer demand. The reason we built bConnected's architecture to have all channels integrated into a single consumer record is for just such transparency. No consumer wants to make a contact and have their advocate not know who they are or what the last communication was about.

All data is collected in a single record even if they use mail, email, send micro-sites, or chat. We will report out at each touch point and identify who has enrolled and who is left uninsured after an interaction. This year's demand requires a unique skill-set and we caution the State "not" to align with a firm that has not executed in this fashion. Our approach will have contingencies in place for different call patterns, handle times, and have an optimal call flow as well as triage procedures in the event that call volume is higher than anticipated.

Because there is a tight timeline, our approach is to have the State start in one of our current facilities in Richardson, TX, while we find a contact center in Rhode Island to be operational in March 2014. **We have trained agents in place and ready to start on day one.** In the meantime, we will invest, open, and operate a storefront lease in Providence, RI where residents can come in to speak with a qualified specialist by October 1, 2013. This will enable us to have a local presence and the proven infrastructure needed for this rapid implementation, and we expect to hire approximately 155 Rhode Islander FTEs. Since bConnected is a web-based solution, storefront specialists can also field calls, chats or emails when there is no foot traffic, which will drive greater efficiency and keep their skills and knowledge strong.

Our proposed approach will start with a journey map exercise. This will be a face to face white board session, where we will outline what the State wants the experience to be for each population segment, and what they experience today. This will help outline key functions across each participating partner and start to align to your "no wrong door" philosophy. The journey map will then guide the process and business requirements for the configuration of the CRM. Once the CRM is under configuration, we will lock in a forecast with the State's approval based on the State's marketing and outreach plans. [redacted]

It would be our recommendations to start the contact center no later than September 1, 2013. This provides the engagement specialists time to field questions prior to open enrollment. This time to prepare will make for a much more effective fourth quarter, driving better contacts, satisfaction, and reduced handle times when it's needed most. On each touch point, we will collect the consumer's preferred method of receiving communications or "channel of choice". This will enable us to collectively share communications with them in their preferred channel which is almost always less expensive than the call center. Simply asking "how would you prefer to get information" will set the course for the "right next step" for each touch point.

Handling the initial demand of confused and excited residents for October 1st will be the proposed first focus, but the journey only starts there. Once we have open enrollment complete, we will work collectively with the State to drive awareness of how to use the plans. It is our experience that an effective on-boarding experience can drive more preventative care. We can work with the QHP carriers to accomplish this as well.

Connextions' Experience, Ability and Value Added Capabilities

Nationwide, we help our clients "Grow, Retain and Serve" Americans through the complexities and confusion in the health insurance selection decision. Connextions increases consumer engagement through member satisfaction through a unique combination of technology, people and healthcare domain knowledge. Specifically, we see our experience and capabilities supporting the Division's needs and requirements in the following ways:

Connextions' healthcare focus and expertise creates the opportunity for a partnership that will deliver the cost efficiencies and the strategic insights the RIHBE requires in order to be successful: Unlike traditional vendor partners the State may be accustom to using our technology, expertise and solutions are specifically targeted to the health insurance industry. While other BPO companies may have a few health clients within their portfolio, *Connextions' sole focus is to support connecting Americans to healthcare in an onshore only model.*

As we have seen through the results we have generated for our more than 30 exchanges, health plans, providers, and PBM clients, this focus represents a significant differentiator for Connextions. This differentiator becomes even more important as public marketplaces approach the implementation of PPACA.

Connextions is a proven entity with the scale, resources, experience, and reference to deliver a world class Health Benefits Exchange for the State of Rhode Island. We will be the "Intel inside" the UHIP to drive a partnership that will execute on this critical endeavor. This is an exciting time for Rhode Island residents, and yet will be confusing and unpredictable. We share a passion in ensuring Rhode Islanders have access to qualified health plans which creates a perfect partnership between Connextions and Rhode Island. We look forward to working on the successful execution of this initiative and bringing consultation and flexibility to what lies ahead as more of your constituents gain access and learn how to effectively use their health plans to improve their mind, body, wallet, and well-being.

General Description of the Capabilities and Role of any Subcontractors

We do not subcontract in our service lines today. However, for the RIHBE CCC, we have established relationships with two Rhode Island-based MBEs to provide the mail delivery fulfillment and a portion of the total staffing to meet the 10% MBE target for this contract.

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B. Relevant Experience and Expertise

B.1. Qualifications

Experience having implemented call centers with short ramp up times and under conditions where operational policies and procedures are still being clarified while still providing ongoing operational support

Our combined team has many examples of hiring with less than four weeks' notice for most of our current clients. For example, in 2012, our recruiting team filled approximately 10,000 positions companywide with 4,500 of those positions filled within a three-month time period during the Annual Medicare Enrollment period ramp.

Connextions adds about 2,500 new specialists and licensed agents for each AEP, understanding the seasonal needs of enrollment periods and how to staff for our client's needs.

Connextions is in the business of accelerated hiring. [redacted]

Since all our firm focuses on is the engagement of the Consumer in the Health process, it is rare that all the procedures are in place in such a rapidly changing industry. Connextions standard implementation is 60 – 90 days. This is where clients turn to Connextions to help standardize solutions at a rapid pace, but still with a focus on compliance.

Demonstrated ability to provide extensive initial and ongoing training on product/program information, technology and customer service skills

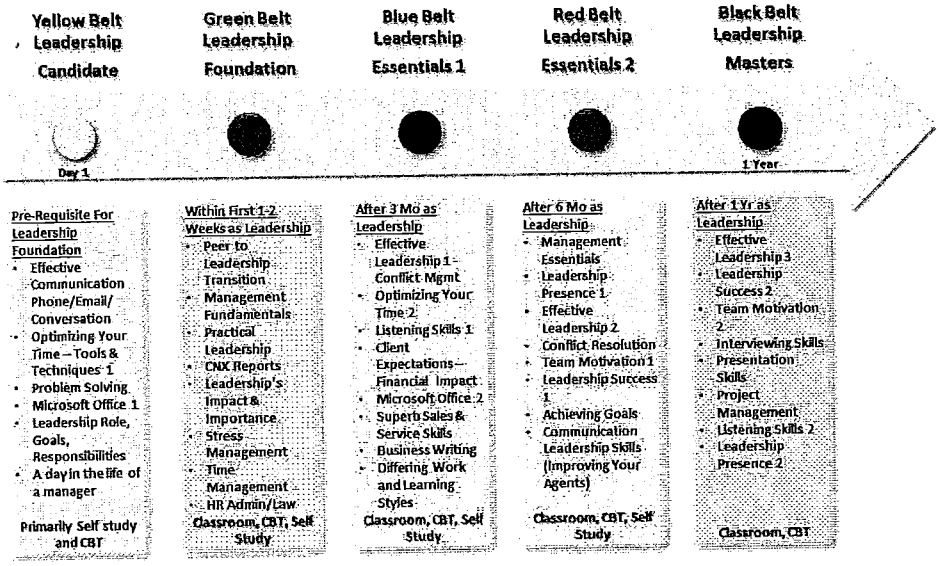
A great example of Connextions' experience in collaboratively developing and delivering training in all aspects of product, process, technology and customer contact and service skills is our partnership with [redacted]

Our goal is to be a valued and collaborative partner in training and developing agents for top performance and continuous improvement. We are experienced in providing training support to remote employees. Our Learning Management System (LMS) has delivered training remotely via a Website.

It is secured behind a robust and HIPAA-compliant firewall and can deliver CBT and other self-paced training content 24x7 wherever there is an internet connection and secure Connextions VPN tunnel can be obtained. Once logged into our network and the LMS, our employees are able to access all online content as well as take quizzes and assessments to gauge comprehension and retention. They are also able to participate in training related surveys and questionnaires to provide feedback on effectiveness of training and further training needs and requests.

We are committed to developing motivated employees to progress within our organization. Connextions University is designed to inspire and teach all employees to improve the lives of others and reach their full potential through a continuous investment in training. This philosophy and approach is integrated throughout all of our training opportunities. There are various ways in which we accomplish this. We employ a dynamic mixed modality approach in all of our training and education programs. As an example, our Black Belt Leadership Program begins with online self-paced CBT modules (Figure 1) which are delivered via our LMS. The following stages of the program include Instructor Lead Training (ILT), self-study, team exercises and even study group activities. Our Trainer Certification Program also employs ILT content but contains heavy role play, demonstration, peer evaluation and evaluation panel feedback. Train-the-trainer programs for account specific trainings are held in small numbers and occasionally one on one. We focus on comprehension and understanding rather than simply memorization of facts and figures. Instructional Designers will train the trainer on all aspects of the content including how to best train the agents for maximum results.

Figure 1: Leadership Black Belt Certification Program Strategic Plan



Our most common On the Job Training (OJT)/nesting structure employs a rapid practice-observe-feedback model in which the agents take calls with Coaches, Trainers and Quality Analysts (QAs) nearby and in higher than normal support-to-agent ratios. In this nesting construct the support staff will conduct both side-by-side and remote observations of the calls made by the agents. The agents will then have same-day small group discussion throughout the day to get specific feedback on their performance on calls they have taken in the past few hours. The number and duration of these coaching huddles decreases as the OJT period transpires and the agents gain proficiency and transition to full production mode. This varied approach to multiple training modalities assure that agents gain full comprehension and understanding of their job functions as well as understanding of their value to both the company and the client.

Connextions initial training is customized to ensure agents are well trained on products, systems, business policies and procedures. Intuitive CRM systems, such as our bConnected system, are developed in a manner that supports cohesive and fluid documentation processes that facilitates an agent's determination of eligibility and enrollment into a client's product portfolio. Agents, QAs, Trainers, and Coaches are trained on all Federal and State level eligibility requirements for public programs. Complete Service Skills, Sales Skills and Senior Sensitivity training classes are also required to ensure best practices of facilitating the enrollment processes.

We provide ongoing training that is aligned with performance. Review of the agent Quality scorecard along with feedback from supervisors and coaches are regularly communicated back to the Training Department. IDs determine refresher training needs and then design quality solutions. CBT/eLearning modules housed on our Moodle-based LMS are the preferred method for refresher training. This enables consistent on-going refresher training to be available as needed. We also leverage the LMS to track and analyze training consumption and assessment performance. Based on this data, we can identify training needs such as compliance and HIPAA, and develop customized instructor led, Webinar and self- paced eLearning to meet these training needs. When necessary, classroom refresher training will be developed and implemented.

Ability to offer flexible and scalable operations as business requirement change

As the State looks to expand products to meet its membership's needs, significant market and consumer shifts in healthcare, overall population growth, and a stronger focus on the newly expanded market, the State will need a partner that can effectively scale to changes. Connextions has a proven track record of rapid expansion without sacrificing performance. In 2012, we successfully launched two new contact center locations in Dallas and Denver, adding more than 1,500 agents to meet growing client demand. We will be a predictable and scalable partner for Rhode Island to build its growth plans with.

Connextions has contact center capacity that is all equipped with the Standard Operating Environment (SOE) prescribed, HIPAA certified, and staffed with management teams that are dedicated to KPIs. Since healthcare is our industry, we understand the need to not only be prepared to change reactively, but to also drive proactive change that will result in a better process for your constituents. In our experience, change is a part of the day to day business. We change schedules, reports, and FAQs based on our client's needs real time.

From a technology standpoint, bConnected, is customizable, it can be configured to the client's unique sales and service needs. This customizable solution will provide the State with real-time visibility into the contact center.

Demonstrated ability to deliver best-in-class call center technology, processes and training

Connextions has grown 40% consistently the past three years. This is largely based on current client expansion of work outsourced to us based upon our success being a nimble partner who drives results and advice. Our performance based culture drives a laser focus on consumer engagement results, and is supported by technology, processes, and training that aligns the support infrastructure with the front line goals. All of our supporting tools are enhanced to meet the changing landscape of healthcare, and the knowledge and choices of consumers who are working to understand and engage in their health choices.

Increased regulatory scrutiny requires Rhode Island to partner with organizations that bring a greater understanding / expertise of healthcare. Few industries face the continued and changing regulatory scrutiny that healthcare does. Given the risks, it is important that Rhode Island partner with an organization that has the appropriate processes and safeguards in place to ensure that all interactions are handled in a manner compliant within regulations. Compliance is built into every foundational element of our firm. Attachment B is a whitepaper that outlines a successful deployment and the savings and improvements yielded.

Experience integrating into state systems to provide a seamless customer experience

We have integrated with over 100 systems to include health payers, provider systems, and PBMs. We also have done extensive work to interface with Medicaid recipients to create awareness for wellness engagement, ER avoidance, and enrollment assistance. Connextions' systems utilize a complete suite of available APIs to integrate with external systems for both internal and external passing of data so that a consumer, member and agent can have the best experience when interacting with the systems.

Experience in the health care arena, whether it is public or private health insurance programs in comparable size and complexity to the scope of work

Connextions has been helping health plans manage this transition from a Business to Business (B2B) to Business to Consumer (B2C) marketplace for more than 15 years. We understand the consumer healthcare buyer and have consumer best practices that we would bring to our partnership with Rhode Island. We interacted with more than 40 million Americans onshore through many channels of choice regarding their healthcare in 2012. We continue to increase the number of interactions we have in helping Americans choose a plan, learn how to use the plan, financially plan for health decisions, and participate in becoming more active in managing their wellness.

[redacted]

Experience serving a wide range of customers, with diverse backgrounds and profiles

[redacted]

B.2. Relevant Experience

[redacted]

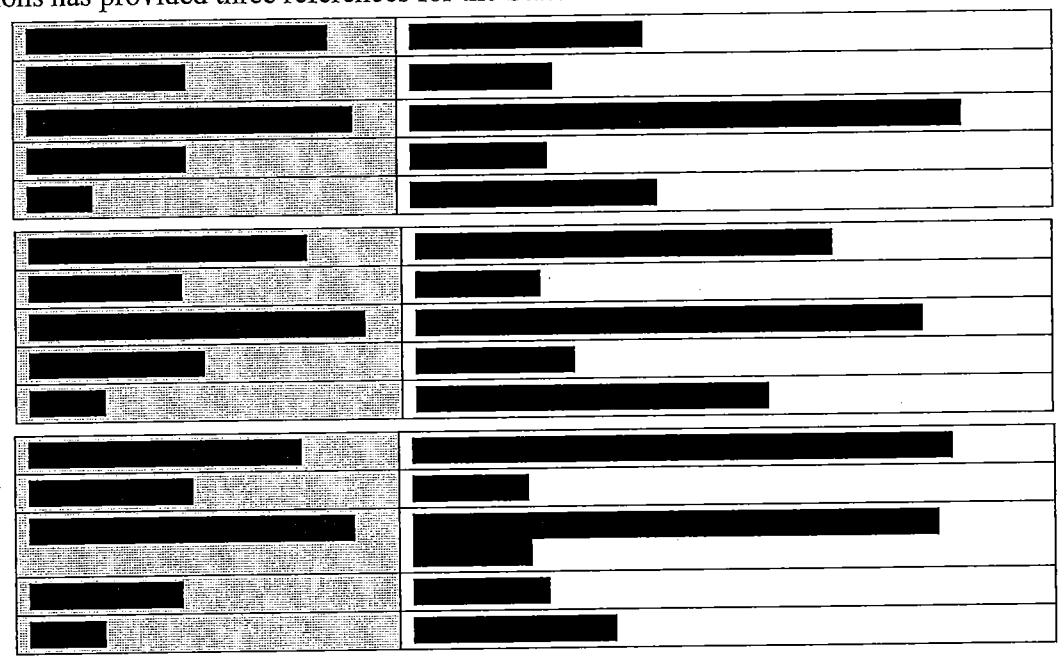
B.3. Financial Position

Connextions, Inc. is a wholly owned subsidiary of UnitedHealth Group under the Optum Health reporting segment. The Company is in a strong financial position with adequate means to capital. Please refer to the UnitedHealth Group publicly available financial information:

http://www.unitedhealthgroup.com/investors/financialreports.aspx.

B.4. Vendor References

Connextions has provided three references for the State to consider.



B.5. Minority Business Enterprise (MBE)

Connextions will use not subcontractors other than our proposed Minority Business Enterprise subcontractors located in Rhode Island: Enterprise Printing & Products, Corp. and Flagship.

Flagship Staffing Services, Inc. will supply consumer engagement specialist staffing to the contact center. Flagship Staffing Services is a locally owned and operated full service staffing firm whose management team provides over 50 years combined experience in the staffing services industry. Since 2003, they are at the center of the staffing industry in Rhode Island. Their experience, knowledge and commitment to excellence are exemplified in service delivery and relationship building. They also hold a direct Master Services Agreement contract (MSA) as an approved vendor with the State of Rhode Island. (http://www.flagshipstaffing.com). The recruiting and hiring process will be governed by Connextion's proven methodology.

Enterprise Printing & Products is an established printing company, incorporated in the state of Rhode Island. It has a well-established plant at its East Providence facility located within ten miles from Providence and forty miles from Boston. They have been servicing its customers since 1989 not just in the state of Rhode Island but also throughout Massachusetts, New Hampshire, Vermont, Connecticut and New York. Enterprise Printing's biggest customers are manufacturing establishments, schools/colleges and hospitals/medical institutions. Their clients include the State of Rhode Island (http://www.enterpriseprinting.net).

C. Approach to Scope of Work

"Our vision is to be seen as world-class in the eyes of our clients, by providing superior service through integrated outsourcing solutions."

C.1. Customer Service Experience/Philosophy

Connextions was established in 1992 as a division of Magnetix Corporation. Connextions developed a fully integrated customer service center; attracting a client base that includes a long list of well-known blue chip clients across several industries. Subsequently, and to meet the growing need for out sourced solutions and CRM expertise – driven by the rapid growth of healthcare consumerism – the Connextions Health division was created. The mission is simple: We will provide solutions in the channel in which the American consumer wants and needs to communicate to improve the overall health system.

Connextions' roots in increasing sales, retention, service and technology solutions for health plans date back to 2000, when Blue Cross and Blue Shield of Florida contracted with Connextions to launch the first online enrollment application for a Blues plan to sell under-65 Individual and Medicare Supplement plans.

As a performance-based organization committed to driving business results for our clients, we adhere to a set of high values which are posted and communicated throughout the organization:

- We value professionalism and technical competence
- We value consistency in the treatment of our clients and employees
- We believe in hard work, leaving no stone unturned in our desire to be the best
- We will meet every challenge with a positive, can-do attitude
- We are committed to a seamless integration of services through real teamwork, so that our clients see only one Connextions
- We strive to be a company our employees are proud to be part of by respecting the dignity and worth of individuals
- We thrive in a competitive environment and use it to drive constant innovation

Connextions also brings a leadership team with more than 100 years of combined healthcare experience that we believe will be very valuable to the State's goals. Many of our executive leaders have experience working within national and regional health carriers and plan sponsors, bringing their depth of expertise and know-how to our business. These executives understand the strategy, planning, and execution of building and leading performance based teams within the marketplace. Our leaders have delivered numerous strategic operation programs including significant carrier telesales, retention, member /provider service, claims processing, and targeted outbound survey outreach campaign teams. This first-hand healthcare knowledge and insight is a significant differentiator for Connextions among our competitors. However, the passion of our leadership is to know the Consumer and most importantly to listen to them. What we hear from consumers every day is how they are demanding greater transparency, simplicity, choice, and solutions that are economical, and we are able to deliver.

C.2. Proven Ability for Delivering Excellent Service

We engaged in more than 75 million interactions, with more than 40 million Americans this year in a member advocate role. Ten percent of our touch points with consumers deal with Medicaid issues. We take this responsibility seriously and work diligently to drive confidence and accuracy in our service and measure through post call surveys and our quality processes.

Due to challenges with consumers calling up to twelve times each with various questions, Connextions responded with a positive solution for the firm to implement a "First Call Resolution Response Program" utilizing Connextions' customer service representatives. In the first year, through better

scripting and customer service training, Connextions reduced the number of second and third calls by 92%, saving more than $2.5 million in costs to the Plan. Members were educated on their first calls and trained to use other shared media for future questions and information gathering. The greater efficiencies allowed for Connextions to change the scope of customer service from reactive to proactive.

C.3. Approach to Completing Tasks in Scope of Work

The following sections provide details on how Connextions will provide services for the tasks in the Score of Work.

C.3.1. Task 1: Contact Center Operations

Connextions has eight locations that we offer contact center support in which includes two Orlando, Florida sites, Denver and Boulder, Colorado, Jeffersonville, Indiana, Charlotte and Concord, North Carolina, Dallas, Texas, and two new sites coming on this summer in Richardson, Texas and Phoenix, Arizona (See Figure 2).

We have state of the art technology and expert staff to assist consumers around the U.S.

As an industry leader in developing and operationalizing consumer programs, we understand the unique requirements of supporting change. We have handled Annual Enrollment Periods (AEP) since 2005 and understand the concerns and confusion that comes with open enrollment. This experience serves Connextions as the individual market faces similar decision points, complicated with subsidy calculations and increases in Medicaid. Connextions has also handled employer retiree migration for five years in a row which is similar to learning how to use a defined contribution to select the health plan that is right for the individual during a confusing and scary time. We further understand the nuances of this diverse group and the differences in delivering support to a technology savvy 21 year old and a consumer in their 60s requiring additional care and handling. Also, as described in our proposal, Connextions has developed HR recruiting, training, and quality management processes that deliver superior services to our clients and their consumer populations.

Figure 2: Connextions Footprint.

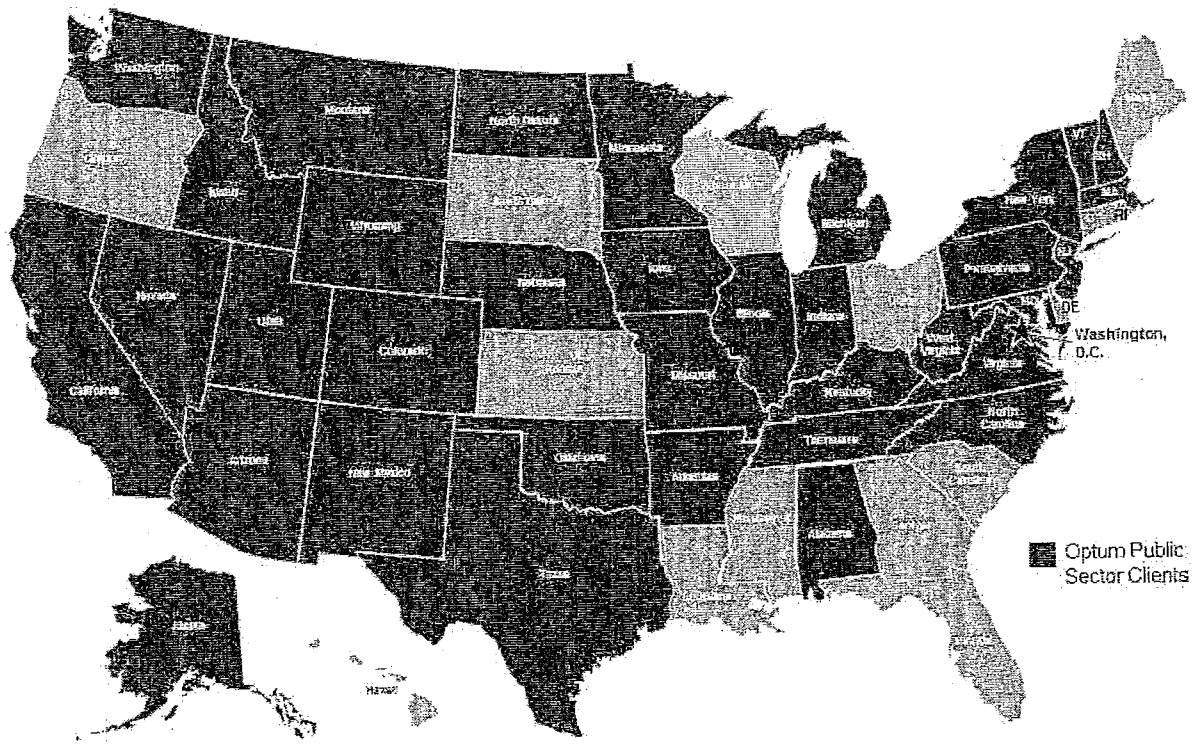
Connextions' unique integration of healthcare focused consultative expertise, technology platform, and operational scale has enabled us to both increase business and operational performance and reduce client's overall total cost of ownership. Based on our understanding of the coming changes coming we see several specific opportunities for Connextions to improve performance and reduce costs.

- Connextions sole focus is delivering services for healthcare organizations' consumer based initiatives. In addition to the increased quality and performance this expertise delivers, it also drives process efficiencies to reduce costs.
- Being experts in health and consumer specific recruiting profiles and processes will enable us to quickly find the "right" agents for the CCC. This will reduce upfront HR recruiting and training costs. Our experience and understanding of staffing requirements for "open season" will enable us to "right size" CCC staffing based on seasonality. Our understanding of healthcare direct-to-consumer marketing response, call arrival patterns, and average handle times allow us to use workforce

planning to efficiently staff the contact center to meet service level requirements without the costs associated with "overstaffing."

Enterprise scale operations and technology drives efficiency and cost savings: Connextions has built an enterprise grade organization that delivers operational scale and cost efficiencies that is shared with our clients. While we will provide dedicated staffing for the CCC, our size and centralized services deliver economies of scale and reduced infrastructure costs without impacting quality or results, when compared to smaller, stand alone, traditional Medicaid enrollment broker, or internal operations. At a time like this, it is critical to select a partner that has the right infrastructure to handle unanticipated demand. Connextion brings commercial grade call center capabilities to Rhode Island and, as part of Optum, experience in working with more than 30 State Medicaid and Health and Human Services programs as shown in Figure 3.

Figure 3: Optum State Government Clients for All Optum Offerings.



Offer choice in a simple, affordable, transparent delivery system:

Connextions values the role we play with consumers. We will provide the RIHBE with a window into to how this rapidly growing element of consumer health is evolving and being shaped.

Market forces driving change include:

- First time buyers will have many questions about benefits, subsidies, and existing conditions, and therefore will need experienced health advocates to guide them through the decision process and help educate them on how to properly use their benefits.
- Significant options and confusion may flood the Exchange and consumers will have new options between the State marketplace, private exchanges, and an array of Payers offering guaranteed issue products. The consumer needs a clear advocate to discuss their options at a literacy level that they can truly understand and apply.

- Increased comfort with technology will empower many shoppers to compare solutions online. Self-service options will help handle the massive peaks that will occur as the open enrollment period (OEP) begins, and even more so in future years when the mandate penalty becomes a greater throttle to enroll.

In addition to being able to provide personalized service, the State's special needs consumers are able to use TTY or language line capabilities. Connextions has a proven record of recruiting a queue of highly trained agents who are fluent in Spanish and Portuguese.

C.3.1.1. Key Functions

Our consumer engagement specialists have the experience and the ability to assist a variety of users in a variety of ways. It is our goal to communicate with the consumer at their educational and literacy level, and we communicate with them in a way that ensures they get healthcare from the QHPs that the State has selected to be in Exchange. We provide acquisition, retention, and member service to individuals in every state in the nation. Our existing specialists and processes provide assistance with, but not limited to:

- General health insurance/ health reform inquiries
- Eligibility Screening
- Automated Eligibility Determination
- Impartial advice on Plan Shopping and Selection
- Enrollment
- Certificate of Exemption
- Recertification and Enrollment Renewals
- Advanced Premium Tax Credits (APTCs) and Cost Sharing Reductions
- Premium payments
- Changes to Customer Accounts
- Appeals
- Complaints
- Referrals

We will comply with the standards and contact types outlined, but will also help the State to think about the questions that we know the consumers will be asking because we are talking with them today through our other clients.

C.3.1.2. Organization of Work

Based on our healthcare consumer engagement experience we developed a technology that promotes self service functions. Our bConnected technology uses a single desktop interface that can be used for both voice interactions and multichannel interactions. Each interaction can be prioritized and queued to be deliver for interaction at the appropriate and relevant time. There are almost 40,000 users of the system helping consumers with their health choices, education, and understanding of how to use their plan.

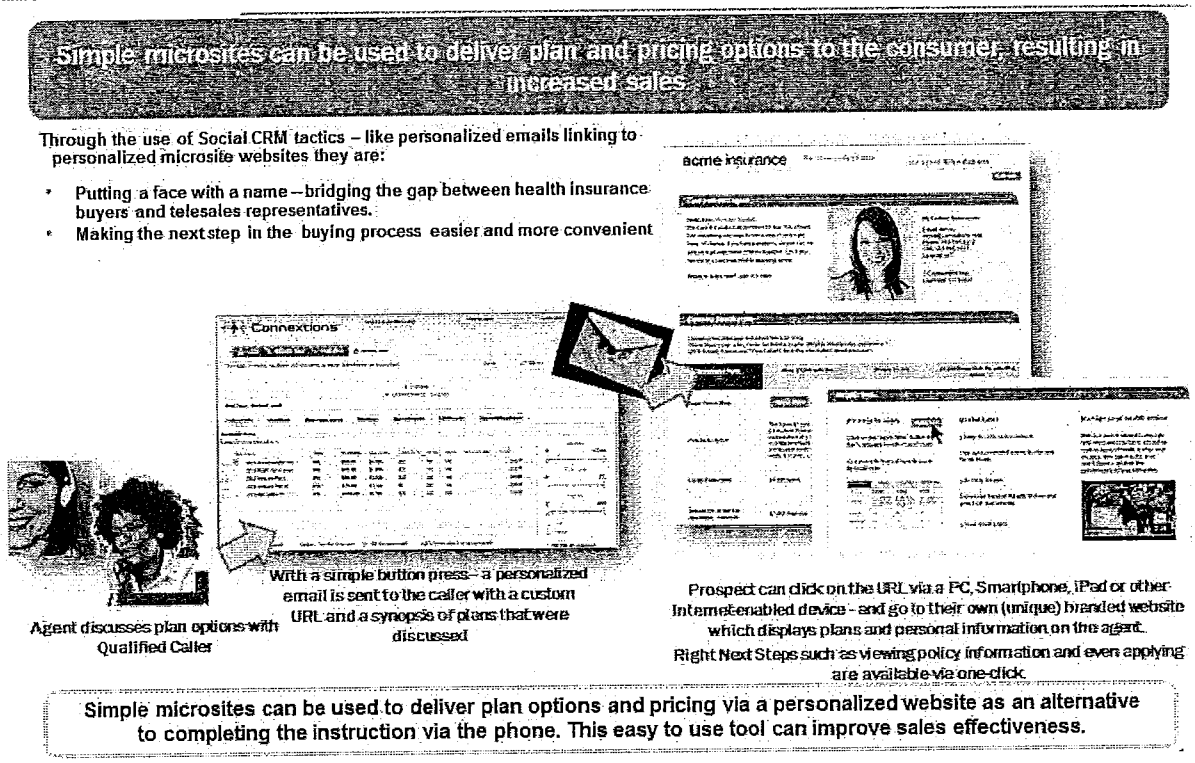
The bConnected platform was architected in the early 2000s as a conduit to consume and streamline contact center applications while driving efficiencies by moving agents away from having to manage multiple screens and programs to a single system that can present data and work efforts. As the system has evolved a complete set of non-agent engagement tools including but not limited to Web, click to capabilities and social media integration components have been developed and deployed.

In enrollment environments, we use a multi-step, multi-channel consumer follow up processes powered by bConnected to ensure we fulfill consumer needs. The messaging, method (email, phone, text, etc.), and number of touches is customized to meet the needs of the individual seeking insurance needs. For more savvy buyers, reminders can be provided via text and plan options via email. For more complex transactions, the number of follow-up could be eight touch points with live conversations accompanied by microsites that display all relevant plan comparisons, agent profiles, and cost estimators.

Microsite Enabled Education

To further drive education and knowledge of the consumer community, Connextions deploys multi-leveled microsites to suit the various education needs of the member base. We will develop microsites for the CCC in order to electronically deliver important messaging to Rhode Island consumers while also allowing them to browse and save details and link to their own customized Web portal for self-help, research and additional education. Proposed micro-sites would include:

- Consumer Specialist profile and contact details
- Specific outreach for field appointments, appointments with a telesales agent, RSVP for events including directions, plan benefits, attestation for telephonic enrollment
- Embedded documents that are available for download and printing for members as needed
- Click to Chat integration available when agents are available to chat with members
- Click through tracking to increase intelligence around effectiveness of the different links and modules



C.3.1.3. Partnership With Other Organizations

Connextions is very comfortable with the collaboration outlined. It is critical for all of the organizations that support your Consumers work together to create a seamless experience. Our approach would be to have formal relationship and escalation processes in place, documented process mapping for each interface by different entities, and a working philosophy centered on the customer experience. [redacted]

C.3.1.4. Specialized Queues/Warm Transfers

This will be a time when the Rhode Island contact center will be working to serve many audiences. We recommend having separate telephone numbers (TFNs) for each of the segments mentioned. Although we understand that Rhode Island wants their residents to have one number, Navigators and Brokers could each have one to report separately on volume and enable different IVR and routing strategies. With this in place, we can place priority routing to any of the constituent bases that are most valued – getting their call to the front of the queue or using skill based routing to send their call to a special group of agents that have been trained or excelled at handling unique inquiries. However, with bConnected, even if the caller reached a different person, our unique Computer Telephony Integration (CTI) and History tabs prevent wasteful time being spent on repeat information or on identifying who is calling once we have them in our database. If we need to transfer a consumer to a different agent or a different State department, we will stay on the phone until the agent/department we are transferring to answers the call. This creates a better consumer experience, as we can explain the reason for the transfer and confirm that the consumer transfers gracefully.

C.3.1.5. Complaints and Appeals

We will work with Rhode Island Parent Information Network (RIPIN) to provide the continuation of the complaints and appeals services under the new contact center in 2014.

When the services are turned over to the CCC, we will use bConnected to initiate complaint or appeals process during the consumer interaction. From the time that the complaint is logged in the system, bConnected will track the required information and will report the time-to-completion for each case so that all agencies can ensure timely resolution of each opened complaint or appeal.

The information regarding the consumer's complaint including the resolution or other details will be stored under the consumer's record and is available for electronic storage and submission to all relevant parties. bConnected will electronically submit the complaint or appeal to OHIC and other public and private entities depending on the coverage type and processes as defined. These can be set up to send in real-time or in a daily feed depending on the requirements of the insurer or agency involved.

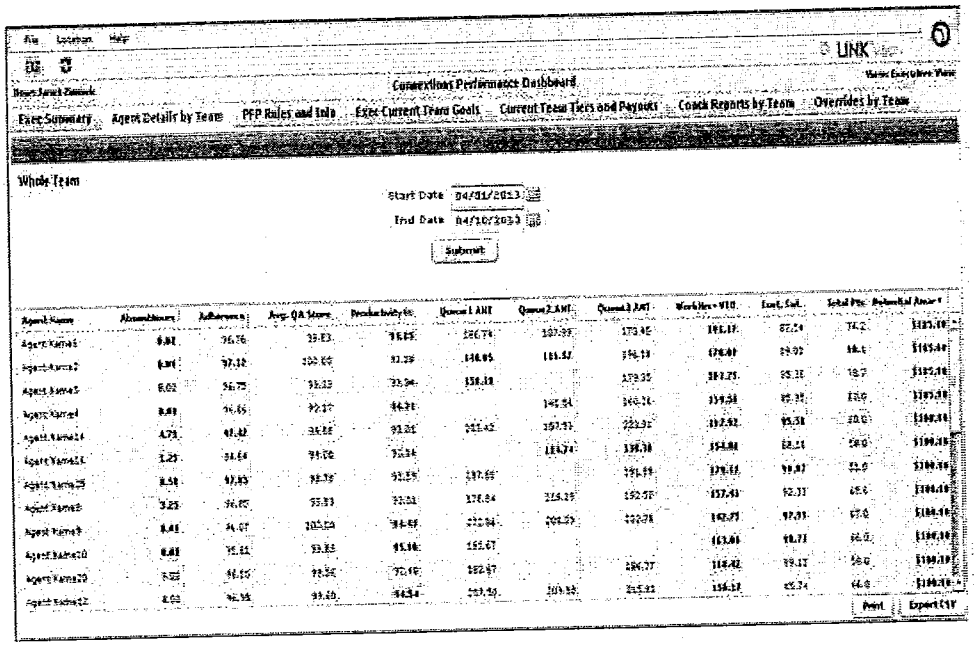
Through our reporting solution complement to bConnected, called LinkVision, we are able to customize all required reporting for complaint or appeals including roll-ups and drill downs into information regarding customer information, complaint reasons, insurers, and other criteria for the State.

If the complaint is specific to a CCC employee, we will complete a full investigation of the complaint or appeal that is filed. This begins with a review of all customer touch points including notes in the consumer's record, listening to calls, an interview of the employee, and a full root cause analysis of any errors that the CCC employee may have made. This information will be transmitted to the State as needed and stored under the complaint record.

C.3.1.6. Performance Management

Connextions is committed to a culture of performance that provides visibility to agent/team performance. All agents receive performance-based incentives as a component of overall compensation. Performance metrics drive ongoing coaching, QA, and training opportunities to improve or transition underperforming agents. The Desktop Agent Dashboard, shown in Figure 4, promotes a performance-based culture and enables agent's access to personal performance as compared to team and client goals.

Figure 4: LinkVision Desktop Agent Dashboard. Performance is measured using the LinkVision Performance Dashboard.



C.3.1.7. Key Performance Indicators (KPIs)

KPIs are a critical aspect of setting up a win / win relationship. This enables us to design our performance dashboards and scorecards for all levels of management and for our contact center agents. Our performance philosophy is one which we tie payment for services to that which we can control. For example, if the State can forecast within 110% of forecast, we will sign up for a risk / reward pricing models for Average Speed of Answer, (ASA) and Service level. However, we understand that Average Handle Time (AHT) is critical to any staffing formula and will change significantly as new information is provided to the state's residents. A sampling of what we measure is:

- Service Level – percentage of calls handled within a certain metric
- Customer Satisfaction – satisfaction level per surveyed transactions in given period
- Abandonment rate – the percentage of overall calls abandoned during a given period
- Frequently Asked Questions by Disposition - enables us to help you proactively communicate and manage call deflection.

C.3.1.8. Performance Reporting

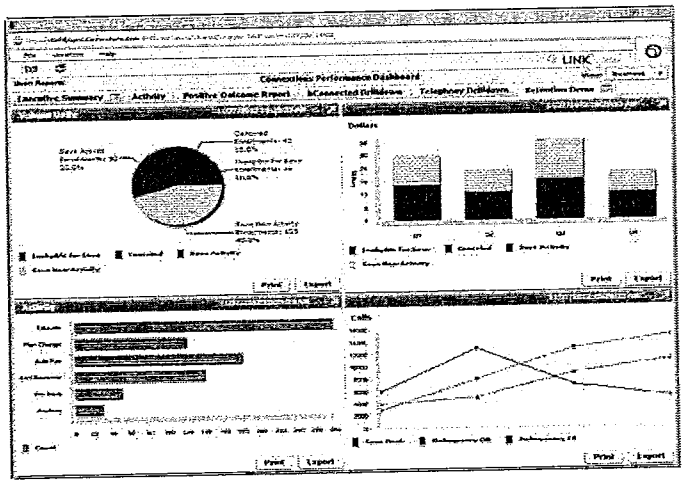
Connextions is able to deliver on-demand Web-based reporting via, LinkVision. Connextions can provide a number of interval reports, some of which are standard, and others that are tailored to the State of Rhode Island or product offering. Some examples are provided below:

Service Reporting: • Key performance metrics (Other than standard contact center reports) – WAPMO (Wrong Answers Per Million Opportunities) – First Call Resolution (FCR) – Customer Satisfaction
Contact Center Reporting: • Total number of calls offered aggregated per day and in half-hour intervals • Total number of calls handled aggregated per day and in half-hour intervals

- Calls offered by source code (IVR selection) captured from DNS or CTI
- Calls abandoned as a percentage of calls received and held in queue longer than established abandoned rate
- Maximum hold time
- Maximum hold time handled
- Utilization (total handle time, including any outbound talk, hold or wrap time, divided by the sum of total handle time plus total available time) for hourly agents

LinkVision allows for the review and downloading of standard performance metrics as well as ad hoc customized reports. Examples of standard performance metrics include:

- Call Center performance
- Volume
- Abandonment
- Beneficiary Status
- Current Status (Web registration, quote, enrolled)
- Enrollment by carrier and product
- Subsidy balance



C.3.1.9. Quality Assurance/Quality Control (QC)

Connextions uses monitoring and auditing to assess programs for adherence to the regulations and quality metrics that are mutually defined with our clients. First and foremost, our coach role is to develop performers that comply with the standard of each interaction. Coaches conduct side-by-side and remote monitoring in order to coach effectively. We have removed many of the typical Supervisor functions in order to allow time for this critical developmental approach. Connextions will also maintain a Quality Monitoring Program to ensure representatives are following the appropriate guidelines set forth by State of Rhode Island. The Quality Monitoring Program includes the use of designated Connextions staff, QAs. Connextions QAs randomly select representative calls for review and evaluate calls on areas of customer service including technical skills, documentation, listening skills, resolution, verification process, first call resolution, overcoming objections, closing skills, bonding & rapport, consumer satisfaction and will validate that complete and accurate information is provided.

Quality Analysts evaluate a minimum number of calls per representatives per week. As part of the evaluations, QAs complete a scorecard (A sample scorecard is provided in Attachment C) that has the various elements separated for tracking purposes. By maintaining this separation, it allows Connextions to ensure the compliance elements and customer service elements are being reported accurately. The scorecard is based on a 200 point system and allows us to provide details to both the QA team and representatives on the specific standards we are targeting. QA evaluation results are provided to the representatives and coaches. Coaches are responsible for enforcing all disciplinary guidelines for representatives where a compliance infraction has been identified, in accordance with Connextions counseling and discipline policy.

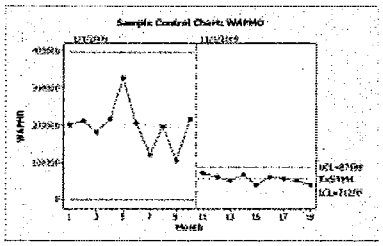
Coaches will also monitor one call per agent per week as required for agent bi-weekly performance reviews. These observations are for agent development coaching and do not count towards client required QA monitoring evaluation amounts. Attachment C also provides our Bi-weekly Performance Review and a Side by Side form.

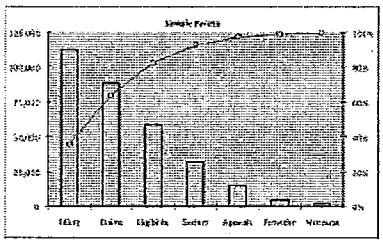
Quality partners with Operations by providing feedback and completed scorecards for all agents monitored daily. All calls monitored are done so within 24-48 hours in order to provide agent with immediate feedback. Additionally, the Coach will conduct one side-by-side monitoring per agent per week.

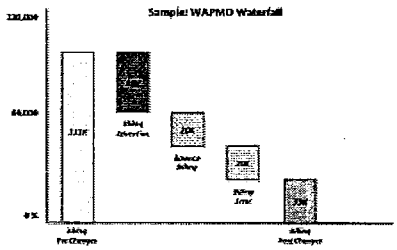
Connextions will work closely with the State of Rhode Island to establish calibration sessions whereby our quality analysts and coaches along with State of Rhode Island business owners will select random calls for review and alignment on quality standards.

The Connextions client QA team also has key performance indicators (KPI) similar to that of the production representatives that they are required to maintain. The above mentioned audit of the calibration process shows us the variance in scoring between the State of Rhode Island business owners and our Connextions QA. The QA team is also required to follow the timeframe guidelines set forth by the above mentioned processes and are responsible for completing the assigned number of audits based on the representatives assignment level (a maximum of 50 production representatives assigned to an individual analyst).

CCC Specialists are able to view their quality scores through the performance dashboard real-time. This line of sight allows our specialists to view exactly how they perform against their peers.







Providing True Quality

- Our service model will increase your quality scores by systemically eliminating defects instead of providing routine quality trend data
- Identify the 'root cause' of defects and understand the relative impacts through a pareto analysis
- Develop a logical waterfall approach to remove defects and reduce your wrong answers

Our Results

Dramatic Member service improvements including:

- Reduced wrong answers by 75%
- Defect elimination of 90,000 (120,000 to 30,000)
- Increased quality by 9% (88% to 97%)

C.3.1.10. Staffing and Work Environment

Connextions' structure seeks a balance of providing dedicated resources to drive the deep client knowledge that produces results and innovative solutions, while also enabling access to corporate wide resources to deliver scale and subject matter expertise.

[redacted]

[redacted]

We will provide a team of Operations Directors that will be fully dedicated to the RIHBE based on the size and complexity. HR recruiting, training, corporate quality analytics, workforce management, licensing and compliance resources will have dedicated resources and will be engaged as needed.

Connextions will assign an executive sponsor from our executive team (president, divisional EVP/SVP, managing director / client practice) and a Client Practice and Operations Leader referred to as "Account Manager". The executive sponsor's responsibility is to provide thought leadership, corporate focus and the needed resources to meet client requirements. Our Key Personnel's roles and responsibilities are described in Figure 5. All Key Personnel resumes are provided in Attachment D.

Figure 5: Key Personnel Roles/Responsibilities. Our staff has the knowledge and experience to provide Rhode Island with the management needed to lead a successful call center.

Name	Role	Key Responsibilities
[redacted]		

Proposed hiring requirements: what type of employees does the Vendor recruit and attract? What are the requirements of each position in the Contact Center?

The corporate sourcing team contacts candidates through high volume internet sites such as CareerBuilder, LinkedIn, Facebook, Monster.com, Indeed.com and many others. The corporate team drives candidate interest in our company which compels the candidates to apply to our online job portal, jobs.connextions.com, for the position in the location they are located near.

The local HR recruiting team at each of our sites has built relationships with key community partners to make sure that Connextions is the employer of choice in our markets. Some of these partners include local colleges, back to work groups, Veterans organizations, Urban League, Habitat for Humanity, Work

Reimagined (AARP), Hispanic and other Chambers of Commerce, Goodwill Industries, Economic Development Commissions, and churches.

The Kronos tool allows us to process a high volume of applicants, and grade each candidate for identification of expected peak performance. It also tracks all relevant employee information including personal information as well as schedule preferences, work restrictions, and other information required for Equal Employment Opportunity Commission (EEOC) reporting purposes.

Employee Profile

Behavioral based selection tools are integrated with the hiring solution platform to empower us to make scientifically-grounded decisions about the quality of our applicants. These assessments evaluate a candidate for qualities such as:

- Customer service experience – passion for service
- Empathy
- Listening skills
- Emotional resilience
- Ownership, accountability confidence
- Adaptability to change
- Flexibility
- Loyalty
- System navigational skills
- Problem solving
- Compliance knowledge and awareness
- Pace, tone, manner – ability to match the caller's education and understanding
- Call control
- Follow up skills – and understanding that what they do makes a difference in people's lives

How is employee satisfaction measured?

We have Quarterly Employee Surveys that measure the employees' satisfaction. Each site manager is responsible for the measurement, attestation and improvement of the scores on an annual basis.

Explain any staff reward and recognition programs

Through our Employee Engagement program, we offer the following types rewards and activities:

- Employee of the Month
- Employee Activities
- Individual Client Awards and Themes
- Program Performance Contests
- Quarterly Employee Surveys

Provide average salary rates and how they compare in the industry

All employees are on a performance-based plan which includes a variable component. This helps the firm ensure that anyone working on behalf of one of our client's income is aligned with the goals of the program. For the RIHBE, performance will drive to on each conversation. Customer service representatives are driven by metrics that include (but are not limited to) quality scores, schedule adherence, customer satisfaction and first call resolution. We may add issue resolution on the first call, etc. as we work together to define success. For base wages, we pay between $28k and $150k depending on the level of the individual and their unique responsibilities.

Provide turnover rates and explain how turnover is handled

Connextions current attrition rate is 40% annualized across our facilities, most of which is Connextions selecting to top grade based on driving continuous improvement into our standards of exceptional care. This rate does not include any attrition associated with seasonal ramp periods. Because of our standard management practices, and varies less than 5% points across locations.

We have a retention strategy that is based on continuous monitoring of employee job satisfaction. We utilize weekly reports that identify employee attrition risks. Coaches compile a checklist that aids in the

identification of all employees that present a risk due to behavior, training or environmental challenges. Each week the coach works with his/hers manager to develop a mitigation plan to eliminate the employee risk. Retention risks and retention plans are reviewed continuously at the VP level for additional guidance and support.

We will provide a designated HR representative that leads our Employee Engagement approach for the Rhode Island site. We provide activities that educate, inform, engage and energize our employees so that they are more invested in our core values and culture. Some examples of these activities include health fairs, holiday celebrations, high performers' recognition, art and writing contests, university and other educational institution presentations, blood drives, disaster relief fundraisers, community nonprofit fundraisers and holiday luncheons.

C.3.1.11. Training

With more than a century of combined experience in training, design, development and delivery across all modalities, we are well positioned to partner with State to provide Instructional Design (ID) and training development support and services. We have a robust ID team that consists primarily of IDs with healthcare sales and service experience that will provide insight and expertise into developing the curriculum. We have established a baseline of curricula that is used currently for our other contact centers. Sample curricula are provided in Attachment E. We will work with the State to help design the right curriculum for the RIHBE.

C.3.1.12. Hours of Operation

We have priced both options as described in the RFP. However, it is our recommendation to go with the 8am – 9pm M-F and 8am – 4pm on Saturday. This will drive a higher utilization and significantly lower costs. If the State were providing emergency care, we would recommend 24x7, however, for the role outlined in this RFP, other States, and other entities offering help in finding a QHP will not run 24x7. This can always be adjusted later if Rhode Island finds an influx of calls at a later time.

During normal working hours we will have 155 FTEs. For the 24x7, the number of staff would be 177 FTEs.

C.3.1.13. Rhode Island Office Location

To support the 2013 Open Enrolment Period, Connextions is recommending that the 2013 call center operations be hosted in our Richardson, Texas facility. This facility is ready and can be quickly staffed to support the call volume. In parallel, Connections will locate a suitable location in Rhode Island and begin the build out to support current and future call volume. Connextions has extensive experience in building call center facilities and has already developed a comprehensive project plan to have the Rhode Island facility up and running in the first quarter of 2014. See Attachment J for detailed Project Plan.

C.3.1.14. Walk-in Support

Because there is a tight timeline, our approach is to have the State start in one of our current facilities in Richardson, TX, while we find a contact center in Rhode Island to be operational in March 2014. **We have trained agents in place and ready to start on day one.** In the meantime, we will invest, open, and operate a storefront lease in Providence, RI where residents can come in to speak with a qualified specialist by October 1, 2013. This will enable us to have a local presence and the proven infrastructure needed for this rapid implementation. Since bConnected is a web-based solution, storefront specialists can also field calls, chats or emails when there is not foot traffic, which will drive greater efficiency and keep their skills and knowledge strong.

C.3.1.15. Multi-lingual Support

Connextions has fulfilled hundreds of language positions for a variety of clients including Spanish, Portuguese, Mandarin, Vietnamese, Cantonese, Russian, and French. We understand which of our markets is the strongest for the desired languages and focus on these areas. For example, we partner with Hispanic organizations and others that have been a source of candidates for our hiring process. We also have a referral network program within our employee base. We have also built partnerships with language testing companies to ensure we have candidates that have a true competency in their non-English language and also test that their English skills would meet acceptable standards so that training and management could be accomplished effectively.

We assist callers who speak a different language through access to a Language Line. Language Line provides the ability to access more than 200 languages so that we can assist callers in any language they choose. Through Language Line we will conference in an interpreter who can communicate to the member in their language and relay the information we are providing to the member.

In addition, if a certain percentage of the population (determined by Rhode Island) that will be calling is of a specific nationality that speaks a language other than English, we will hire more staff that speaks this language. We will then adjust the IVR to communicate to the caller that by pressing a specific number on their telephone key pad they will be routed to someone who speaks their language. This can also translate to the Website where the consumer has the ability to request the Website copy to be presented in an alternative language.

C.3.1.16. Telecommunications Device for the Deaf

Our best practices for the TDD/TTY experience includes the 711 Relay Service. The TTY machines are ineffective and difficult to manage in a large contact center environment. We have found Chat to be a good option for this requirement as well. With Chat, however, comes the need for a more scripted environment to ensure compliance. With the 711 Relay, we find that the experience is more like an inbound call and the Member Engagement Specialist does not need to learn an additional capability. We also find that this form of communication provides the least amount of error with a more positive outcome.

C.3.1.17. Outgoing Calls, Emails, Texts, and Other Communications

Utilizing the bConnected software, ASPECT ACD or other available technologies the call center will have the ability to send outbound communications to the consumers and members as desired. Examples of communication types include but are not limited to phone, email, SMS and Microsites. The consumer experience and desire will drive the workflow and the method of communication.

C.3.1.18. Direct Calls and Emails to Specific Representatives or Supervisors

Based on configuration of call routing, agents in the contact center will be able to answer calls and interact with the contact records in the bConnected software as well as any other related software packages necessary to resolve the issue at hand.

C.3.1.19. Mail

Connextions will process all inbound mail and scan the letter into our CRM tool. All of our facilities are HIPAA compliant with HIPAA secure areas for shredding and locked areas for paper storage. We have opted to partner with Enterprise Printing & Products (EPP) for all outbound fulfillment as part of our MBE support. EPP is located in the state of Rhode Island with a well-established plant at its East Providence facility located within ten miles from Providence and forty miles from Boston. They will provide out bound printing, mailing and fulfillment services for the CCC. Enterprise Printing & Products

(EPP) provides mailing services for the State and has experience in working with many healthcare payers and providers.

C.3.2. Task 2: Technology Requirements

C.3.2.1. UHIP/Core System

Connextions will use our bConnected technology that will integrate into Rhode Island's UHIP core system. Using the bConnected data systems and workflow engines to drive a customized web experience allows the State to offer the target population a customized experience for each person. This also allows the State to increase the "stickiness" of the member by providing the cutting edge experience necessary to keep people returning to the RIHBE for their needs to be met. Connextions' bConnected technology utilizes a single desktop interface that can be used for both voice interactions and multichannel interactions. Each interaction can be prioritized and queued to be deliver for interaction at the appropriate and relevant time.

C.3.2.2. Vendor Provided Technologies

Connextions' technology solutions:

1. **bConnected™ technology platform**: Consumer engagement platform designed for health insurance, service and care optimization. We link bConnected with the Workforce Management (WFM) System, IEX, to provide the RIHBE with the most robust solution for your CCC. We improve schedule efficiency through flexible scheduling, including sliding start times, and varied shift lengths (2-3 ten hour shifts along with 2-3 four, five or six hour shifts for an individual agent).
2. **Scalable Telephony**: Connextions provides IVR functions including geographic and data directed routing, voice response and caller self-service, scalable to handle large inbound sales and service programs. (See example IVR Flow Diagram in Attachment F) Connextions employs various dialer calling patterns including predictive, power and preview for different use cases. Predictive dialing with and without automated announcements are used.
3. **Knowledge Management**: We use a Confluence Wiki repository and box.com storage to catalog and present data allows the Connextions business account and professional services teams as well as Connextions' clients to all interact with data while allowing the system(s) to manage version control and other relevant changes.
4. **ACD Systems**: Connextions currently uses Avaya and Aspect ACD platforms, which have been deployed over 10 years. Multiple ACD instances are deployed in geographically diverse locations. We have SONET rings at all sites except for Irving, which is in progress, and Long Distance carrier diversity to provide ACD redundancy. If there is a disaster we would route calls to another call center, thus eliminating down time.
5. **Email**: The bConnected platform is enabled to support inbound and outbound email for the agents with consumers or members. The software uses the consumers email address as the unique ID to align the email with the proper contact, then, based on system designd rules will alert the appropriate agent or communications agent to manage the email and interact with the member. We can also intregrate with corporate email systems such as Outlook and Lotus Notes.
6. **Social Media**: bConnected is enabled to integrate with a multitude of social media outlets to provide members and prospects additional ways to interact with agents.

Customer Relationship Management (CRM) System

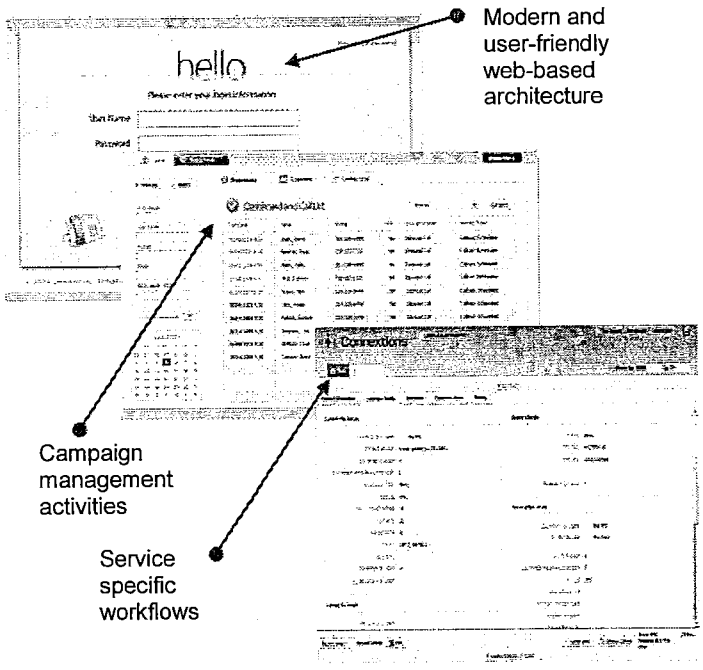
bConnected™ is Connextions' CRM system. It has been developed by Connextions and has been optimized for the heath care marketplace. The system offers hundreds of features and workflows designed to meet the intricate needs of Rhode Island. bConnected is not a typical CRM solution, it is

aligned to integrate with all systems via web services, open APIs as well as the ability to manage thousands of transactions a second. The system is configurable down to the logo and can support inbound and outbound call **integrations**, email, SMS and many other touchpoints to allow for the prospect and member to be serviced in what is deemed the best communication channel of choice for their needs. Add into the mix, the Web and mobile capabilities that the platform offers, this provides the ability to reach millions of members and prospects through a few clicks of the mouse.

Our bConnected® technology delivers a better service experience. bConnected Platform Differentiators:

- Built solely for the healthcare space – based on more than a decade of experience supporting the health system
- Standardized follow-up process and specialized service workflows guide agents to the right conversation with the right member at the right time (for member satisfaction, wellness support and ancillary sale opportunity)
- Seamlessly delivers channel-of-choice capability and visibility (web, phone, text, chat, microsite)
- Delivers personalized service emails and microsite web landing pages

The power of the bConnected system is its ability to drive workflows and efficiencies while capturing valuable data related to prospect and members then transforming that data into progressive personalized customer specific outreaches. bConnected also has the capability to change workflows, outreach modes and overall program focus in real time. The bConnected R&D teams have developed an innovative way to quickly assess a change in the system and trigger the next step based on that change, eliminating wasted outreach and keeping the members and prospects fresh and engaged.



Through both agent facing and consumer facing portals the software allows many different aspects of the process to adjust while keeping the overall goals of the program in mind. A simple, yet powerful, example of this type of change is when a consumer denotes through either a phone interaction, Web profile edit or even through a business reply card a desired method for communication. bConnected can detect the channel of choice for the consumer and change the channel seamlessly. This allows the consumer to get what they want while also enabling the agents to interact with the consumer in the most effective way. Whether the goal of the program is to sell a product or service or keep a member happy or educated. Each change is available to be audited and reported on so that data trends can be identified. In addition, bConnected is very customizable and can be configured to the RIHBE's unique needs. This customizable solution can also provide the users from other departments with real-time visibility into the CCC, and we have interfaced our solution to more than 100 different systems via web-services and APIs.

C.3.2.3. Ownership of Data Collected Through Vendor Technology

All data collected and contacts will remain with the State. Access to the data systems or details captured in the software can be made available to the State's business group as desired, direct database access is also available at the request of the State group through the Professional Services team members assigned to manage the account post launch.

C.3.2.4. Toll Free Number

Connextions will work with the State during the process of setting up and managing the ownership of the TFN assigned for the Rhode Islanders to dial into the contact center as designed. We have several clients who prefer the single TFN for customers, but use a separate number for other users to remove traffic from consumer line. For brokers or Navigators as an example, we recommend a separate line. We could also have a number for other State agencies that goes to the top of the queue since their contact would have already reached the wrong place and will need to be serviced quickly.

C.3.2.5. Technology Accessible to Designated State Agencies and Representatives

Access to the CCC bConnected applications are available to any entity designated by the state during configuration based on number of licensed users. The benefit of a tool like bConnected is that it is a 100% browser- based application that can be used remotely with no additional hardware and no required software download via a working Internet connection. Current operating system support includes Windows XP/7/8 and Mac OS 10.x. Current browser support includes IE, Firefox, & Chrome.

C.3.2.6. Telephonic Systems

We handle this transition with our clients regularly. We know how to handle various transfers (automated and "warm") for short term and protracted periods depending upon client desires and telecom carrier limitations.

C.3.2.7. Rhode Island Core System Software Integration

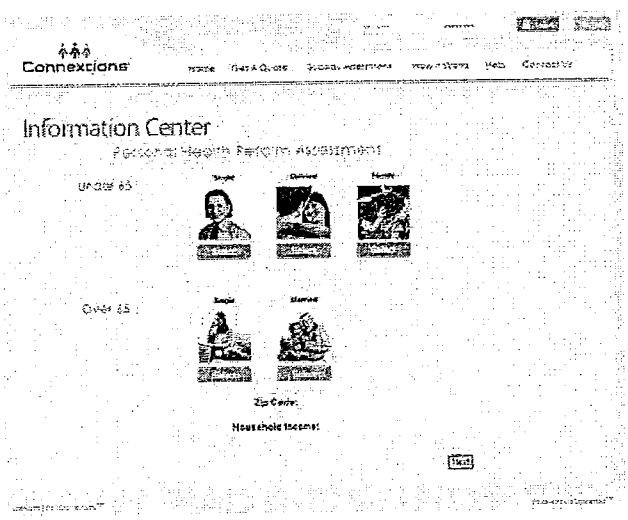
Using APIs, web services and other data exchange methods, including but not limited to flat files via SFTP, the bConnected software and the UHIP solution will move data so that a consumer and agent can interact with the data and via phone or email communications seeing changes instantly available in both views to supply the seamless experience desired for the consumer base. We will comply with and adhere to all applicable Rhode Island Department of Information Technology (DoIT) standards and guidelines, including the federal HIPAA.

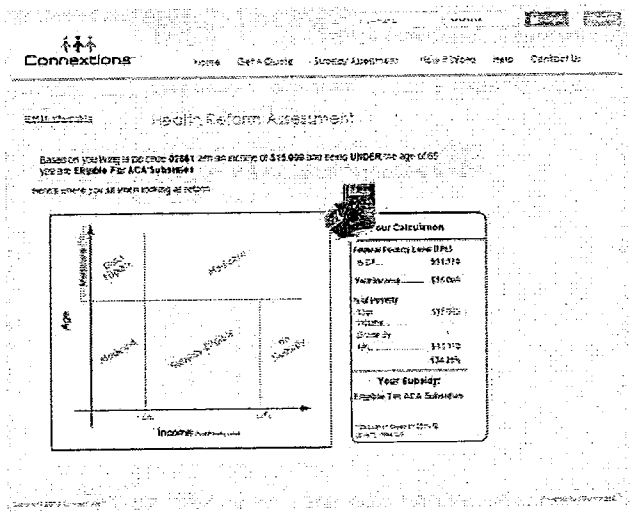
Connextions takes the following actions as part of adhering to security guidelines:

- Periodic risk assessments
- Annual evaluation and testing of the effectiveness of our security policies and procedures
- Procedures in place for detecting, responding and reporting of security incidents
- Annual exercises in business contingency planning

C.3.2.8. Stand-alone Rhode Island Solution until Integration

The implementation team as part of the discovery and planning phases of the implementation will provide all timelines, milestones and deliverables with owners so that all parties can come to agreement on the scope and timeline of the initial go live as well as any subsequent processes for a phased in approach with dual and/or redundant data entry among multiple systems. Please note that the bConnections CRM also has a subsidy calculator that can be utilized...one at 120% poverty (qualifies for Medicare) and one at 150% that qualifies for subsidy.





C.3.2.9. Contingency Plans

Connextions business continuity/contingency plans are detailed by client account by site. In the event of an actual disaster/outage that would cause the business to implement the continuity/contingency plan, the appointed leaders for the site/company would immediately follow the detailed procedures to circumvent the disaster/outage. Procedures include: promote slave servers to masters, re-route network traffic through an alternate site, re-route calls to an alternate site, alert alternate site and client, plus other procedures based on disaster/outage. Please see Attachment G for our Business Continuity Process.

C.3.2.10. Electronic Signatures

The ability to capture an electronic signature is currently a process that incorporates the Connextions bConnected software and the carrier whose product(s) are being enrolled in where an agent can utilize both systems to capture all relevant signatures as needed. Matched with the Connextions call systems recording capabilities the two items can be used to prove that the signature was captured as designed.

C.3.2.11. Security and Access

The Connextions Information Security Policy (ISP) (Attachment H) consists of policies and procedures created to ensure: secure handling and transmission of data, the confidentiality, integrity and availability of information, compliance, and the support of corporate strategy. Connextions values compliance with legislative, regulatory, and contractual requirements resulting from CMS, HIPAA, PCI DSS and client contracts. The ISP along with other policies and controls ensure compliance to contracts and regulations.

1. Ensure that State information is protected with maximum security measures.

Physical access to areas where sensitive information and/or network, systems infrastructure are stored is protected with electronic badge readers. Access to sensitive areas is only provided to individuals based on their job requirements; invalid badge access attempts are monitored and logged. Access to client data is to be restricted to personnel who require access and are authorized to have access under business rules established by Connextions and each client. Access to data is controlled using:

- Firewall rules
- Router access control lists (ACLs)
- Application-specific local logins
- Network authenticated user accounts and access groups.

Specific controls required by the client are established based on a review of requirements provided by each client. Where the requirements of the client are sufficiently different than the general requirements

for access security utilized by Connextions, the requirements will be separately documented and reviewed, and if necessary, approved by the client.

2. **Move or maintain immediately to a three-tier application development architecture, separating user interface, control logic and database for maximum security or an equivalent improved method approved by the State.**

Connextions bConnected CRM applications use a 3-tier architecture consisting of:

- Persistence layer with MySQL and/or MongoDB data storage & access control.
- Business logic or control logic layer that provides business functions and utility services via APIs protected by access controls.
- User application layer where configurable role-based client-branded UIs are presented to end-users as desktop, web-based or mobile application.

3. **Promote and maintain among the Vendor's employees, agents and contractors an awareness of the security needs of the State. Vendor shall have its employees, agents and contractors sign non-disclosure agreements passing through the confidentiality provisions of this contract.**

A confidentiality/non-disclosure agreement is signed by every Connextions employee upon hire. This can be renewed as frequently as the State requires.

4. **Safeguard the confidentiality of information and the integrity and availability of data while it is created, entered, processed, communicated, transported, disseminated, stored or disposed of by means of information technology. Data at rest must be encrypted at industry standards.**

Data at rest is encrypted utilizing 128-bit 3-DES. When a client requests that specific encryption mechanisms be employed, Connextions is able to accommodate. All employees are required to undergo annual internal information security training certification and the security teams email frequent reminders to employees of what constitutes appropriate PHI and PII handling practices. These trainings are ongoing, updated yearly at minimum, and part of the employee's formal training program.

5. **Ensure that appropriate security measures are put into place to protect the vendor's internal systems from intrusions and other attacks, whether internal or external.**

Connextions uses a Check Point network-based firewall. The firewall is required to be located at all IPoP's to segment the network. All Check Point firewalls are centrally controlled by the management server using the SmartDashboard application. All Check Point firewalls are configured for logging to monitor for malicious and unauthorized activity; rules are locked down to only those services needed for business operations. Check Point firewall is responsible for carrying out network intrusion prevention (NIPS).

Connextions uses a SEP host-based firewall to provide security to company workstations. The firewall configuration is setup to deny inbound connections to the device and only allow outbound access over the ports required for the user's business applications to function properly.

SEP is also used for anti-virus protection on all PCs. SCSP, a more robust variant of SEP, is used for anti-virus on all server class machines.

6. **Provide a plan to address identity theft issues that may arise from a breach of security including but not limited to notification, credit monitoring, case management which costs are to be paid by vendor.**

Pursuant to the Omnibus HIPAA rulemaking, Connextions (as a Business Associate) has direct reporting responsibilities concerning breaches involving PHI ("Breaches"). In order to fulfill its obligations under

the new regulations, Connextions has instituted rapid reporting capabilities to address varying types of Breaches.

Consumer allegations regarding breaches will be reported most expeditiously through a toll free hotline which will be made available to consumers. Reports from the consumer hotline will be made immediately available to key Connextions executive personnel, including but not limited to the Compliance department leads.

Internal allegations by Connextions staff are reportable through an internal hotline which is monitored 24/7 by our hotline vendor, with reports being immediately sent to all key Connextions executive personnel, including but not limited to the Compliance department leads.

Known data incursions or hack/incursion-related breaches shall be reported from the Connextions IT staff to Compliance department leads and pertinent executives immediately via both email and phone, to allow for expeditious resolution.

Once breaches are identified, "best path" resolution shall be determined by Connextions executive personnel (proper resolution is very fact-specific, depending on nature of Breach, type of data, etc.). Notification and credit monitoring will be provided to affected consumers in a manner consistent with applicable law and regulation.

All costs for all Breaches occurring at Connextions shall be borne by Connextions under any agreement between Connextions and the State.

7. **Any known or suspected breach of security must be shared with the CIO and the State Chief Information Security Officer (CISO), as well as the Directors of Exchange, DHS and Medicaid agencies immediately.**

Connextions acknowledges, agrees, and complies with this requirement.

8. **Both the remediation of a security breach and a post mortem of why a security breach took place are the responsibility of the vendor and must be provided in writing to the CISO, the CIO and the Directors of Exchange, DHS and Medicaid agencies, within two (2) days, following the correction of the security breach.**

Connextions acknowledges, agrees, and complies with this requirement.

9. **Vendor is responsible to contain all security breaches immediately to minimize additional hacking/defacing or data exposure. If possible, the containment solution should be addressed with the State security team, but it is not required to ensure a quick containment.**

Connextions acknowledges, agrees, and complies with this requirement.

10. **Vendor shall host the State's data in a minimum Tier 2 or greater SSAE 16 compliant or comparable data center within the United States approved by the State. When possible, State's data shall be segregated from other data. Data at rest will remain in the United States.**

Connextions acknowledges, agrees, and complies with this requirement. Rhode Island data will be hosted in a CenturyLink co-location in the United States, who does reports an annual SSAE16 certification/attestation. Rhode Island data will be physically separate from other data.

11. **All of vendor's employees, contractors and agents must obtain a nationwide NCIC III (or triple iii) criminal background checks, prior to commencing work on the Portal or if they would have access to State or other's confidential or personal information as a result of this contract. The vendor shall review the results of these checks and provide certification to the CISO that the vendor has completed the background checks and its employees, agents and independent contractors have successfully passed this check. A department or agency may**

impose more restrictive conditions before allowing vendor access to certain data. The State reserves the right to refuse any individual permission to work on State premises.

Connextions acknowledges, agrees, and complies with this requirement. Connextion uses a number of different criminal databases, including a Federal database, as well as actual state and local courts directly. Background checks are performed on an annual basis at Connextion's expense.

12. Vendor agrees to adhere to any State on-site security requirements. Vendor in its submission will provide details on how it will accomplish ensuring the required security needs of the Contact Center as detailed above and elsewhere in this RFP are always met. See Section III Submission below.

Connextions acknowledges, agrees, and complies with this requirement. Connextions certifies to the ISO 27001:2005 and PCI DSS v2 standards. Attachment H of our proposal provides more details for our Information Security Policies (ISP) on security procedures and procedures.

C.3.2.12. Security Audit

Connextions is in the process of conducting penetration testing as part of our PCI Compliance Project. At the end of that effort we will have a report on compliance issued by a recognized 3rd party assessor. The yearly "audits" will be an ongoing process to ensure compliance. Other security audit parameters will be developed in conjunction with Rhode Island.

C.3.3. Task 3 - Administrative Responsibilities

C.3.3.1. Contract Management

Connextions will perform and participate in all tasks listed with Contract Management.

C.4. Hiring and Training Plans

Nothing is more important than the knowledgeable, empathetic agents who serve as our clients' brand ambassadors. Sophisticated skills assessment tools match agent skills to job requirements, reducing attrition and increasing overall quality. With our online hiring platform we are able to match top-performing job profiles to each candidate's responses. This enables us to staff each of our accounts with superior people who will excel and provide our clients with optimal results.

We excel in our ability to ramp up the large numbers of staff that are required to meet the seasonal demands of the healthcare industry. We consistently recruit and hire thousands of consumer engagement specialists during the government mandated open enrollment seasons by leveraging our corporate sourcing specialists, highly integrated software tools and local market HR recruiting expertise.

The key aspects of our hiring plan include:

- Identifying candidates in the marketplace
- Screening candidates meeting our initial requirements for experience and competency
- Performing a behavioral assessment to determine the right fit
- Engaging our Operations partners in the on-site live interview
- Assessing any other requirements through on-site testing programs (languages, computer navigation skills, etc.)

Our HR recruiting department is skilled at finding specialized agents across a wide range of health-related profiles and demographics. They:

- Participate in recruiting best practices
- Capitalize on strong relationships with colleges, universities and workforce development initiatives in all of our markets to identify candidates
- Utilize existing partnerships with recruiting resources specializing in health services profession.
- Leverage social media with targeted ad placement and networking

- Completing the background check (including OIG and GSA exclusion testing) and drug tests
- Finalizing the hiring process by completing the on boarding of the new hire – verify identification, explain and obtain their acknowledgement of our policies and code of conduct

Hiring Standards

Connextions uses the Kronos Hiring solution as our primary system-based hiring tool. Kronos is a fully-automated sourcing, selection and hiring platform. This Web-based platform contains job applications with built-in targeted skills assessments. These assessments are powered by program-specific, job-relevant selection science content. The Kronos solution allows us to pre-screen potential candidates based on a series of questions that determines the candidate's skill set, decision-making ability, preferred work environment and system navigation capabilities against a specific job profile and the profiles of top performing agents. It allows us to process a high volume of applicants, and grade each candidate for identification of expected peak performance.

The Kronos Hiring system is integrated with the Company's Human Resources Information and Payroll system (Lawson) so that upon hire, all relevant information about the agent is transferred electronically to the Lawson system which also drives payroll.

Connextions pre-screens all candidates through the Kronos application prior to the interview. The process reduces HR recruiting ramp time by targeting to the best candidates and provides real-life scenarios that allow Connextions to better predict agent overall fit and operational performance during the HR recruiting process.

Our process for HR recruiting starts with identifying and sourcing qualified candidates. Our approach to finding the best candidates in the market is two pronged:

- We leverage a corporate based sourcing team to harvest as many candidates as possible from the large number of internet job and social media sites
- We staff a local team in each of our operating locations to work with community organizations specific to that market and become experts on the best source for local candidates

The corporate sourcing team contacts candidates through high volume internet sites such as CareerBuilder, LinkedIn, Facebook, Monster.com, Indeed.com and many others. The corporate team drives candidate interest in our company which compels the candidates to apply to our online job portal, jobs.connextions.com, for the position in the location they are located near.

Scheduling and Forecasting Approach

Connextions uses the NICE IEX workforce management (WFM) software http://www.nice.com/workforce-management as our solution (for forecasting, scheduling and intraday management). IEX Total View is used across all account and locations as our core WFM tool. We have deployed Agent Webstation and Vacation planner to our agents for ease of self-service functionality.

On a four-week rolling basis, Connextions Workforce Forecasting Manager will use IEX software to create interval level call volume and AHT forecasts. The forecast used in IEX is based on up-to-date volume trending which results from analyst of current call volume and other outside factors including new marketing information, holiday factors, and any other outside factors which could impact call volume flow.

The Connextions Workforce Operations team uses IEX intraday screens to monitor call volume performance compared current call volume, AHT and staffing compared to our forecasts and staffing plans, making real-time adjustments to our set plans based on the most up to date trending to ensure Connextions meets overall daily goals.

The team will also provide real-time intelligence to the Workforce planning team enabling quick reaction to changes in trends to be used in future planning and staffing.

One of Connextions strengths is gathering, collating and analyzing call volume patterns based on historical data. We use this information in combination with available marketing data, changes in business conditions and holiday factors to determine annual, monthly, and daily forecasts. Connextions then tracks historical performance to these forecasts to make appropriate adjustments to verify that the forecast aligns to current call volume. These daily forecasts are input into our IEX scheduling software which uses the most current call volume trends to create an interval level call volume forecast utilized in create out staffing plans.

Leveling by Knowledge Base

Connextions categorizes Tier one as non-licensed agents who are a first level associate in handling customer inquiries, adept at system navigation and are trained to handle basic questions. Our Tier two agents can either be licensed health agents skilled at product recommendation/guidance, or specialists that offer concierge level service. Our coaches are responsible for managing 15 – 18 consumer engagement specialists (tier one or two) to improve the quality of service and meet critical KPIs. The agents' requirements and job description of each skill level is provided in Attachment I.

Managing Turnover and Absences

The Connextions team utilizes a Workforce Model to determine overall staffing needs. These requirements take into consideration historical unplanned absent trends which are utilized in the long term forecast. When we develop business requirements for long term staffing, Connextions will ensure that we have planned for enough staffing on a weekly basis to cover for any unplanned absences.

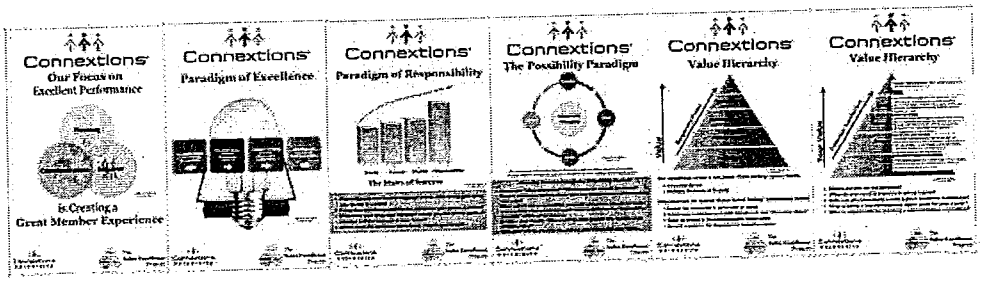
As Connextions creates interval level staffing plans and needs based on forecast, AHT, service level objective, and offline activities, we will apply shrinkage factors equivalent to our historical unplanned absence. The over/under staffing created once the unplanned absence is applied is utilized by the Workforce Operations team to determine any additional staffing which may be required to meet staffing requirements.

In order to verify that we are planning ahead of our needs, we review short term staffing for the current week plus two additional future weeks. This allows the operations team time to make any staffing adjustments that are required, including shift alignments (or schedule changes), overtime, and time off. These requirements are discussed in weekly meetings with the Operations team. A plan is created for addressing issues with under/over staff issues. The Operations team then executes the plan to make the necessary changes to level staffing with workforce plans.

Training

As described in Section C.3.1.11, our service staff is trained using our intensive Leading The Connextions Way (LTCW) training program and performance management system which places emphasis on people development, dollar productive tasks, the approved Connextions Communication Model, Action Planning and our foundational psychology known as the Paradigms of Success. LTCW represents our core values which place a preference on leadership over management. (Figure 6)

Figure 6: Leading The Connextions Way.



Prepare – Learn – Apply – Improve – Reinforce

The program creates a high degree of accountability and provides a clear reporting structure that enables us to drive positive outcomes for both employees and service.

Key metrics utilized for staff evaluation include, but are not limited to:

- Quality scoring
- Average handle time
- Staffing adherence
- Member Satisfaction

Also part of LTCW is a unique Coaching Calibration model where we have our coaches, Operations Managers, QAs and Directors gather twice a month to witness our coaches in role playing agent development scenarios based on actual agent calls. The coaches are critiqued on their ability to deliver actionable feedback, follow our prescribed communication excellence model and create an agent development plan.

C.5. Contact Center Challenges and Mitigations

Connextions knows and understands challenges may arise and with our extensive experience operating contact centers are have mitigation plans for any issues that may arise.

Risk	Mitigation
Staffing	We employ our local HR Recruiter to help ramp up during peak seasons. We also use our IEX Workforce Management platform to continue to drive staffing results by forecasting to align with current call trends. The Connextions Workforce Operations team manages scheduling and real-time performance. They create and maintain agent schedules, and monitor real-time performance. They work closely with the planning teams to confirm that interval staffing levels are aligned with our interval requirements, to ensure that we meet objectives for service levels. Real-Time Analysts (RTA) and intraday screens give management the tools to react quickly to service level challenges and agent adherence.
Business Continuity	In case of a contact center interruption, we can redirect Rhode Island consumers to another one of our eight geographically located contact centers until the Exchange is back up and running. We have SONET rings at all sites except for Irving, TX, which is in progress, and Long Distance carrier diversity to provide ACD redundancy. If there is a disaster we would route calls to another call center, thus eliminating down time.

C.6. Service Levels

Connextion will provide the service levels as described in Appendix C.

C.7. Coordinating and Integrating with Agencies

Connextions bConnected is not a typical CRM solution, it is designed to integrate with all systems, such as Rhode Island's UHIP. The CRM utilizes a complete set of restful API's that can be used to integrate with any system necessary. The system can manage data through file loads, web services, (both real-time and on a scheduled "batch file" basis), depending on the sophistication of the system(s). The system can be accessed via any standard web-browser from any state field office location and other contract agencies.Connextions leverages our expertise from similar consumer engagement programs.

This knowledge and best-practices experience will enables Connextions to work with the UHIP to configure specific messaging, agent workflows, intelligent disposition data elements and structured follow-up processes that will generate optimal results for Rhode Island.

D. Capacity to Accomplish Tasks

D.1. Project Organization Chart

Our personnel organization chart for the Exchange is shown in Figure 7. All resources are dedicated to this project.

Figure 7: Project Organization Chart.

[redacted]

D.2. Staffing Plan

Connextions uses Workforce Capacity Models for business planning, and to model our required and planned staffing on a rolling weekly basis for 3- and 12-month periods. To determine FTE requirements for a program, the Workforce Capacity Model uses weekly forecasted volume, planned AHT, service level objectives and shrinkage. The Workforce Capacity Model uses current headcount, new hire training plans, and attrition assumptions to determine planned staffing. By using the required and planned staffing in the models, Connextions determines staffing shortfalls or overages for the next three months and plans and implements new hire training due to growth or attrition. These models are able to easily identify peak periods throughout the year.

When these peak periods occur the model is able to identify the length of the period and staffing risks. Connextions has two approaches to handling peak periods. Short peak periods (one week or less) are often handled through the use of reduced offline shrinkage and overtime offered and worked by the agents.

For peak periods which extend beyond a week or that are larger than overtime with the current staffing may support, Connextions add additional agents to the program to handle the peak. At times this additional staffing may be staff moved from programs that are currently seeing lower call volume and do not need all of their current staffing, however most often Connextions will hire temporary staff to cover this peak time period. Connextions will hire additional staffing required to service the peak volume. Once the peak period is over Connextions will either move the staffing into another line of business or do a targeted down-sizing of our lowest performers.

D.3. Work Plan

Project Management Plan

Our methodology represents industry best practices and has been adapted and continually improved for more than 15 years of successful call center projects. It is based on the universally recognized Project

Management Institute (PMI) Project Management Body of Knowledge (PMBOK). Our methodology is a mature set of principles, skills, tools, and techniques that will be tailored to the RIHBE CSC project requirements and specific needs.

We will provide an experienced program manager to manage projects through a Project Work Plan. The program manager will make certain that the timeline and requirements are met. The program manager will manage the project to the plan and keep the State informed of status, progress, deviations, and necessary revisions. Our detailed draft Project Work Plan is provided in Attachment J.

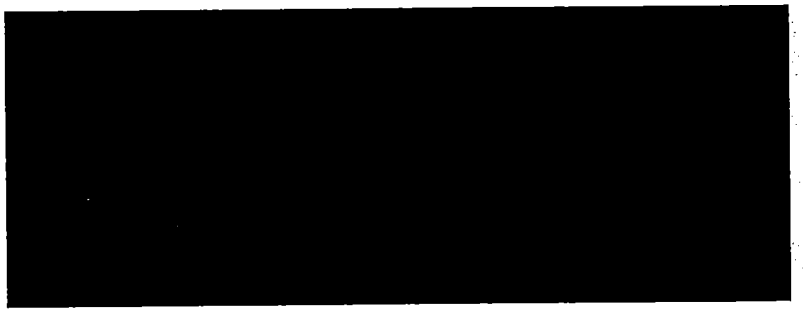
This is an aggressive implementation schedule and leaves very little time for slippage. Connextions has proven to implement in less than this time, but part of the value proposition of working with an experienced firm in rapid implementation and change management.

Implementation Methodology

Connextions will use a structured implementation methodology based on PMI principles for the RIHBE CCC implementation (Figure 8). This approach provides a sequential design process, most often used in software development, and allows the implementation to flow steadily through the phases of the process.

This structured implementation methodology has been very successful with our clients in healthcare and consumer engagement programs. This approach places great emphasis on the blueprint and design phases. Studies have shown a high correlation between the detail in the deliverables from the blueprint and design phases and the predictability of implementation success.

Figure 8: Implementation Phases.



Critical Success Factors

Connextions has identified several Critical Success Factors that have been essential in predicting implementation success. These include:

1. Staffing the project team with domain subject matter experts
2. Creating a realistic and achievable implementation plan
3. Having a senior sponsor to support the project

4. Clearly defining the required benefits of the project
5. Effectively managing change within the project scope

D.4. Subcontractors

Connextions will use not subcontractors other than our proposed Minority Business Enterprise subcontractors located in Rhode Island: Enterprise Printing & Products, Corp. will provide the fulfillment and mailing capabilities and Flagship Staffing Services, Inc. will supply consumer engagement specialist staffing to the contact center.

We will also use Language Line as a vendor for interpreters for foreign languages.

D.5. Confirmation

Connextions confirms that we will meet or exceed all of the requirements as stated in this RFP.