



OFFICE OF THE
HEALTH INSURANCE COMMISSIONER
STATE OF RHODE ISLAND

November 20, 2015

Justin Katz

Research Director – RI Center for Freedom & Prosperity Managing Editor – Anchor Rising & the Ocean State
Current

P.O. Box 751

Portsmouth, RI 02871

Via email

Re: Public Records Request

Mr. Katz:

This letter is in response to the public records request submitted to the Department of Business Regulation (DBR), which was received on November 12, 2015, in regards to the existing contract with the Rhode Island Foundation. The request was forwarded to the Office of the Health Insurance Commissioner (OHIC). OHIC is the division that maintains the existing contract with the Rhode Island Foundation.

Enclosed in this email are the following electronic documents, as requested:

- A. Original signed Agreement between OHIC and the Rhode Island Foundation, including the cover page outlining the sections of the Agreement, dated June 2014
- B. Notice of Blanket Purchase Agreement extending the contract for year of 2014
- C. Four invoices dated:
 - a. January 14, 2013
 - b. April 22, 2013
 - c. November 15, 2013
 - d. November 10, 2014

OHIC does not have any correspondence pertaining to the intended purpose of the original Agreement.

Please let me know if you have any additional request.

Thank you,

A handwritten signature in black ink that reads "Sarah Provencal". The signature is written in a cursive, flowing style.

Tarah Provencal

Associate Director of Planning, Policy & Regulation

Office of the Health Insurance Commissioner

ATTACHMENT

A

**Rhode Island Chronic Care Sustainability Initiative Funding Agreement
Between the
State of Rhode Island Office of the Health Insurance Commissioner
and the
Rhode Island Foundation**

1. Parties

This Rhode Island Chronic Care Sustainability Initiative Funding Agreement (Agreement) is a contract between the State of Rhode Island Office of the Health Insurance Commissioner (OHIC) and the Rhode Island Foundation to support the Rhode Island Chronic Care Sustainability Initiative (RI-CSI), as authorized by the United States Department of Health and Human Activities, Centers for Medicare and Medicaid Activities, Center for Consumer Information and Insurance Oversight (CCIIO) Notice of Award 6 PRPPR140057-01-01 (Award).

2. Subject Matter

The subject matter of this Agreement is the enhancement of commercial health insurance issuer compliance with one of OHIC's Affordability Standards that requires commercial health insurance issuers to spread the adoption of the patient-centered medical home in Rhode Island through supporting RI-CSI. The specific, detailed activities to be performed by the Rhode Island Foundation are described in Addendum A.

3. Maximum Amount

In consideration of the activities to be performed by the Rhode Island Foundation, OHIC agrees to pay the Rhode Island Foundation, in accordance with the payment provisions specified in Addendum B, a sum not to exceed \$150,000.

4. Term of Agreement

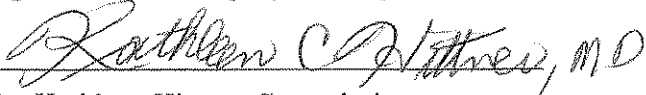
The Rhode Island Foundation's performance shall begin on July 1, 2014 and shall end on December 31, 2014, unless cancelled or terminated in accordance with the provisions of Addendum C.

5. Agreement

This Agreement consists of 20 pages, including the following Addenda which are incorporated herein to the Agreement: Addendum A. Work to be Performed, Addendum B. Payment Provisions, Addendum C. Other Provisions, and Addendum D. General Conditions.

6. Signatures

In witness whereof, the parties hereto have hereunder set their hands as of the date first above written and this Agreement made legally binding as follows:





Dr. Kathleen Hittner, Commissioner
State of Rhode Island
Office of the Health Insurance Commissioner

6/23/14

Date

Neil Steinberg, President and Chief Executive Officer
Rhode Island
Foundation

 6/19/14 

Date

Addendum A. Work to be Performed

1. General

The Rhode Island Foundation has been, and will continue to be through the end of this performance period, the sole fiscal agent for RI-CSI, serving as the administrative and fiscal home for this project since its inception. The following RI-CSI activities shall be supported by the Rhode Island Foundation with this funding.

2. Project Leadership and Management

The Rhode Island Foundation shall facilitate project leadership and management of RI-CSI by supporting the engagement of the University of Massachusetts Medical School.

3. Rhode Island Chronic Care Sustainability Initiative Expansion by 100,000 Patients

The Rhode Island Foundation shall support the expansion of RI-CSI to additional practices with the goal of covering an additional 100,000 patients.

Addendum B. Payment Provisions

1. Maximum Amounts

The total amount of the contract shall not exceed \$150,000.

2. Subcontractors

The provisions of Addendum D, paragraph 3 shall apply to subcontractors.

3. Invoices

One invoice of \$150,000 shall be submitted by the Rhode Island Foundation to receive payment of funding of a portion of the Award. By submission of the invoice, the Rhode Island Foundation certifies to OHIC that all objectives resulting from the specific, detailed activities to be performed by the Rhode Island Foundation under the Agreement has been completed. Payment will only be made if the invoice has demonstrated to the satisfaction of OHIC that the objectives have been completed.

The Invoice shall be submitted to:

Sandra Lopes
Business Manager
State of Rhode Island Office of the Health Insurance Commissioner
1511 Pontiac Avenue, Building 69-1
Cranston, RI 02920-4407

Addendum C. Other Provisions

1. Governing Law

This Agreement shall be governed by the laws of the State of Rhode Island. The State of Rhode Island Purchasing Law (State of Rhode Island General Laws § 37-2) and State of Rhode Island Office of Purchases General Conditions of Purchase (Addendum D) apply as the governing terms and conditions of this Agreement.

2. Compliance with Federal Law

The Rhode Island Foundation shall comply with all applicable provisions of federal laws, regulations and procedures governing the use of federal funds, including but not limited to provisions relating to financial accounting, auditing, and reporting, and the conduct of the Rhode Island Foundation's using federal funds.

3. Renewal

At the discretion of OHIC and with the approval of Purchasing, this Agreement may be renewed for a term to be specified upon 30 days written notice prior to the expiration of any initial or renewed term.

4. Cancellation by Mutual Agreement

This Agreement may be cancelled by mutual written agreement of the parties or by OHIC pursuant to paragraph 6, below.

5. Termination

OHIC, upon written notice, may terminate this Agreement if the Rhode Island Foundation materially fails to perform the activities within the time specified or any extension thereof, or so fails to make progress as to materially endanger performance of the Agreement in accordance with its terms, or materially breaches any provision of this Agreement. Upon termination, OHIC shall pay for such the Rhode Island Foundation's work completed prior to termination which OHIC determines has been performed satisfactorily in accordance with this Agreement.

6. Availability of Federal Funds

This Agreement is funded by federal funds. All obligations of OHIC, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of such federal funds, and in no event shall OHIC be liable for any payments hereunder in excess of such available and appropriated funds. OHIC shall notify the Rhode Island Foundation as soon as OHIC has received notice from federal authorities that the federal funds supporting this Agreement will be unavailable. In the event that federal funds supporting this Agreement become unavailable or are reduced, OHIC may cancel the Agreement upon written notice to the Rhode Island Foundation. OHIC shall have no obligation to pay the Rhode Island Foundation from state funds. Notwithstanding the foregoing, in the event that the amount of any available or appropriated funds for the carrying out of activities under this Agreement or any renewed Agreement shall be reduced, terminated, or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified amount of activities to be carried out for any reason whatsoever, OHIC shall notify the Rhode Island Foundation of such reduction of funds available and OHIC shall be entitled to reduce its commitment hereunder as it deems necessary. In such event, OHIC shall be obligated for payments due to the Rhode Island Foundation up to the time of such notice. None of the provisions of this paragraph shall entitle the Rhode Island Foundation to compensation for anticipated profits or payments for unperformed work.

7. Amendment of the Agreement and Waiver and Estoppel

No amendments, changes, or modifications to the terms and conditions of this Agreement shall be effective unless such amendments, changes, or modifications are reduced to writing, numbered, and signed by a duly

authorized representative of OHIC and the Rhode Island Foundation. Nothing in this Agreement shall be considered waived by any party, unless the party claiming the waiver receives the waiver in writing. No breach of this Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision shall not constitute a waiver of any other. A failure of any party to enforce at any time any provision of this Agreement shall in no way be construed as a waiver of such provision of this Agreement. No consent, or excuse by either party, express or implied, shall constitute a subsequent consent, waiver or excuse.

8. Subcontractors

The Rhode Island Foundation shall not assign or subcontract the performance of this Agreement or any portion thereof to any other person without the prior written approval of OHIC.

9. Independence and Relationship of the Parties

The Rhode Island Foundation shall act in an independent capacity. The Rhode Island Foundation understands and acknowledges that neither the Rhode Island Foundation or any officers or employees of the Rhode Island Foundation are officers and employees of the State of Rhode Island.

10. Conflicts of Interest

The Rhode Island Foundation shall notify OHIC in writing of any actual or potential financial interest or activity, direct or indirect, and of any relationship of the Rhode Island Foundation, or an employee or subcontractors of the Rhode Island Foundation, which may constitute a real or apparent conflict of interest with the Rhode Island Foundation's obligations and performance or activities under this Agreement. A conflict of interest, for purposes of this Agreement, includes but is not limited to an interest, activity, or relationship which may impair, in any manner or degree, the Rhode Island Foundation's ability to fulfill its obligations and to perform the activities required by this Agreement, or the Rhode Island Foundation's ability to act impartially and in the best interests of OHIC. Upon receiving such notice, the Rhode Island Foundation shall: (1) terminate the interest, activity, or relationship which constitutes a conflict or interest or (2) implement such measures as OHIC determines are necessary to remediate, avoid or mitigate the conflict of interest. OHIC may determine that the interest, activity, or relationship is a *de minimus* conflict of interest that does not require corrective action by the Rhode Island Foundation. OHIC reserves the right to make the ultimate determination as to whether a conflict of interest exists.

11. Accessibility and Retention of Records

The Rhode Island Foundation agrees to make accessible and to maintain all fiscal and activity records relating to this Agreement to state and federal officials, or their designated representatives, necessary to verify the accuracy of the Rhode Island Foundation invoices or compliance with this Agreement. This accessibility requirement shall include the right to review and copy such records. This requirement is also intended to include any auditing, monitoring, and evaluation procedures, including on-site visits and interviews, performed individually or jointly, by state or federal officials or their agents necessary to verify the accuracy of the Rhode Island Foundation invoices or compliance with the this Agreement. If such records are maintained out of the state of Rhode Island, such records shall be made accessible by the Rhode Island Foundation at a Rhode Island location. Fiscal records and narrative records pertaining to activities performed will be retained for audit purposes for a period of at least three years following the submission of the final invoice under this Agreement or, if audit findings have not been received at the end of the three years, the records shall be retained until resolution of the audit findings are made. The Rhode Island Foundation agrees to include a similar right of the state to audit records and interview staff in any subcontract related to performance of this Agreement.

12. Confidentiality and Personal Information

The Rhode Island Foundation agrees not to disclose any information made confidential by state or federal laws and regulations, including but not limited to all federal and state laws and regulations relating to the privacy of

personal information. The Rhode Island Foundation agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner of form or authorize or permit others to do so unless authorized in writing by OHIC. The Rhode Island Foundation shall immediately notify, in writing, the state in the event the Rhode Island Foundation determines, or suspects, confidential information has been improperly disseminated.

Addendum D. General Conditions

1. General Conditions

This Agreement shall be subject to the State of Rhode Island Office of Purchases General Conditions of Purchase, as set forth hereinafter.

STATE OF RHODE ISLAND GENERAL CONDITIONS OF PURCHASE

Note: The Office of Purchases may, from time to time, make amendments to the General Terms and Conditions when the Purchasing Agent determines that such amendments are in the best interest of the State. Amendments shall be made available for public inspection at the Office of the Secretary of State but shall not require formal public notice and hearing. Copies of the Terms and Conditions shall be provided to any individual or firm requesting to become a registered bidder. Applicants shall be required, as part of the application process, to certify that they have read the General Terms and Conditions and understand that they apply to all State Purchases.

STATE OF RHODE ISLAND OFFICE OF PURCHASES GENERAL CONDITIONS OF PURCHASE

All State Purchase Orders, Contracts, Solicitations, Delivery Orders and Service Requests shall incorporate and be subject to the provisions of Title 37 Chapter 2 of the General Laws of the State of Rhode Island, the Regulations adopted pursuant thereto, all other applicable provisions of the Rhode Island General Laws, specific requirements described in the Request or Contract, and the following General Conditions of Purchase:

1. GENERAL - All purchase orders, contracts, solicitations, delivery orders, and service requests are for specified goods and services, in accordance with express terms and conditions of purchase, as defined herein. For the purposes of this document, the terms "bidder" and "contractor" refer to any individual, firm, corporation, or other entity presenting a proposal indicating a desire to enter into contracts with the State, or with whom a contract is executed by the State's Purchasing Agent, and the term "contractor" shall have the same meaning as "vendor".

2. ENTIRE AGREEMENT - The State's Purchase Order, or other State contract endorsed by the State Office of Purchases, shall constitute the entire and exclusive agreement between the State and any contractor receiving an award. In the event any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern. All communication between the State and any contractor pertaining to any award or contract shall be accomplished in writing.

- **a.** Each proposal will be received with the understanding that the acceptance, in writing, by contract or Purchase Order by the Purchasing Agent of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the State. This shall bind the bidder on his part to furnish and deliver at the prices and in accordance with the conditions of said accepted proposal and detailed

specifications and the State on its part to order from such contractor (except in case of emergency) and to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on Purchase Orders issued by the State to the contractors.

b. No alterations or variations of the terms of the contract shall be valid or binding upon the State unless submitted in writing and accepted by the Purchasing Agent. All orders and changes thereof must emanate from the Office of Purchases; no oral agreement or arrangement made by a contractor with an agency or employee will be considered to be binding on the Purchasing Agent, and may be disregarded.

c. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless

1. terminated prior to expiration date by satisfactory delivery against orders of entire quantities, or
2. extended upon written authorization of the Purchasing Agent and accepted by the contractor, to permit ordering of the unordered balances or additional quantities at the contract price and in accordance with the contract terms, or
3. canceled by the State in accordance with other provisions stated herein.

• d. It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the Purchasing Agent.

e. If, subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the bidder or contractor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the contractor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to the Office of Purchases, and expressly accepted.

f. The contractor or bidder further warrants by submission of an offer or acceptance of a purchase order or other contract that he has no knowledge at the time of such action of any outstanding and delinquent or otherwise unsettled debt owed by him to the State, and agrees that later discovery by the Purchasing Agent that this warranty was given in spite of such knowledge, except where the matter

is pending in hearing or from any appeal therefrom, shall form reasonable grounds for termination of the contract.

3. SUBCONTRACTS - No subcontracts or collateral agreements shall be permitted, except with the State's express consent. Upon request, contractors must submit to the Office of Purchases a list of all subcontractors to be employed in the performance of any Purchase Order or other contract arising from this Request.

4. RELATIONSHIP OF PARTIES - The contractor or bidder warrants, by submission of an offer or acceptance of a purchase order or other contract, that he is not an employee, agent, or servant of the State, and that he is fully qualified and capable in all material regards to provide the specified goods and services. Nothing herein shall be construed as creating any contractual relationship or obligation between the State and any sub-bidder, subcontractor, supplier, or employee of the contractor or offeror.

5. COSTS OF PREPARATION - All costs associated with the preparation, development, or submission of bids or other offers will be borne by the offeror. The State will not reimburse any offeror for such costs.

6. SPECIFIED QUANTITY REQUIREMENT - Except where expressly specified to the contrary, all solicitations and contracts are predicated on a specified quantity of goods or services, or for a specified level of funding.

- **a.** The State reserves the right to modify the quantity, scope of service, or funding of any contract, with no penalty or charge, by written notice to the contractor, except where alternate terms have been expressly made a part of contract.

- b.** The State shall not accept quantities in excess of the specified quantity except where the item is normally sold by weight (where sold by weight, the State will not accept quantities greater than ten per cent [10%] of the specified quantity), or where the Request or Contract provides for awards for other than exact quantities.

- c.** Purchase Orders or other contracts may be increased in quantity or extended in term without subsequent solicit with the mutual consent of the contractor and the State, where determined by the Purchasing Agent to be in the State's best interest.

7. TERM AND RENEWAL - Where offers have been requested or contracts awarded for terms exceeding periods of twelve (12) months, it is mutually understood and agreed that the State's commitment is limited to a base term not to exceed twelve (12) months, subject to renewal annually at the State's sole option for successive terms as otherwise described, except where expressly specified to the contrary. Purchase orders appearing to commit to obligations of funding or terms of performance may be executed for administrative convenience, but are otherwise subject to this provision, and in such cases the State's renewal shall be deemed to be automatic, conditional on the continued

availability of appropriated funds for the purpose, except as written notice of the State's intent not to renew is served.

8. DELIVERY - Delivery must be made as ordered and in accordance with the proposal. If delivery qualifications do not appear on the bidder's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within seven (7) calendar days. The decision of the Purchasing Agent, as to reasonable compliance with the delivery terms, shall be final. Burden of proof of delay in receipt of order shall rest with the contractor. No delivery charges shall be added to invoices except when authorized on the Purchase Order.

9. FOREIGN CORPORATIONS - In accordance with Title 7 Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in this state until it shall have procured a certificate of authority so to do from the Secretary of State.

10. PRICING - All pricing offered or extended to the State is considered to be firm and fixed unless expressly provided for to the contrary. All prices shall be quoted F.O.B. Destination with freight costs included in the unit cost to be paid by the State, except, where the Request or Contract permits, offers reflecting F.O.B. Shipping Point will be considered, and freight costs may then be prepaid and added to the invoice.

11. COLLUSION - Bidder or contractor warrants that he has not, directly or indirectly, entered into any agree participated in any collusion or otherwise taken any action in restraint of full competitive bidding. In special circumstances, an executed affidavit will be required as a part of the bid.

12. PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES - Bidder or contractor warrants that he has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. Bidder or contractor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the State, except as shall have been expressly communicated to the State Purchasing Agent in writing prior to acceptance of the contract or award in question. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts and suspension or debarment of the bidder(s) or contractor(s) involved.

13. AWARDS - Awards will be made with reasonable promptness and by written notice to the successful bidder (only); bids are considered to be irrevocable for a period of sixty (60) days following the bid opening unless expressly provided for to the contrary in the Request, and may not be withdrawn during this period without the express permission of the Purchasing Agent.

• **a.** Awards shall be made to the bidder(s) whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the Request as a whole, at the option of the State. The State reserves the right to determine those offers which are responsive to the Request, or which otherwise serve its best interests.

b. The State reserves the right, before making award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specification, and are ample and sufficient to insure the proper performance of the contract in the event of award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, the State may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the State to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.

c. Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the State may, at the option of the State, be

1. Rejected as being non-responsive, or
2. set aside in favor of the State's terms and conditions (with the consent of the bidder), or
3. accepted, where the State Purchasing Agent determines that such acceptance best serves the interests of the State.

• Acceptance or rejection of alternate or counter-offers by the State shall not constitute a precedent which shall be considered to be binding on successive solicitations or procurements.

d.
Bids submitted in pencil, or which do not bear an original signature, in ink, by an owner or authorized agent thereof, will not be accepted.

e. **Bids** must be extended in the unit of measure specified in the Request. In the event of any discrepancy between unit prices and their extensions, the unit price will govern.

- f. The Purchasing Agent reserves the right to determine the responsibility of any bidder for a particular procurement.
- g. The Purchasing Agent reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offerors where, in his judgment the best interests of the State will be served by so doing.
- h. The Purchasing Agent reserves the right to make awards by items, group of items or on the total low bid for all the items specified as indicated in the detailed specification, unless the bidder specifically indicates otherwise in his bid.
- i. Preference may be given to bids on products raised or manufactured in the State, other things being equal.
- j. The impact of discounted payment terms shall not be considered in evaluating responses to any Request.
- k. The Purchasing Agent reserves the right to act in the State's best interests regarding awards caused by clerical errors by the Office of Purchases.

14. SUSPENSION AND DEBARMENT - The Purchasing Agent may suspend or debar any vendor or potential bidder, for good cause shown:

- a. A debarment or suspension against a part of a corporate entity constitutes debarment or suspension of all of its divisions and all other organizational elements, except where the action has been specifically limited in scope and application, and may include all known corporate affiliates of a contractor, when such offense or act occurred in connection with the affiliate's performance of duties for or on behalf of the contractor, or with the knowledge, approval, or acquiescence of the contractor or one or more of its principals or directors (or where the contractor otherwise participated in, knew of, or had reason to know of the acts).
- b. The fraudulent, criminal or other serious improper conduct of any officer, director, shareholder, partner, employee, or any other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval or acquiescence. The contractor's acceptance of benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.
- c. A vendor or contractor who knowingly engages as a subcontractor for a contract awarded by the State to a vendor or contractor then under a ruling of suspension or debarment by the State shall be subject to disallowance of cost,

annulment or termination of award, issuance of a stop work order, or debarment or suspension, as may be judged to be appropriate by the State Purchasing Agent.

15. PUBLIC RECORDS - Contractors and bidders are advised that all documents, correspondence, and other submissions to the Office of Purchases may be accessible as public records, pursuant to Title 38, Chapter 2 of the General Laws, absent specific notice that portions of such submittals may contain confidential or proprietary information, such that public access to those items should be withheld, and except as otherwise provided for pursuant to RIGL 37-2-18 (a)-(h) "Competitive Sealed Bidding".

16. PRODUCT EVALUATION - In all specifications, the words "or equal" are understood after each article when manufacturer's name or catalog are referenced. If bidding on items other than those specified, the bidder must, in every instance, give the trade designation of the article, manufacturer's name and detailed specifications of the item the bidder proposes to furnish; otherwise, the bid will be construed as submitted on the identical commodity described in the detailed specifications. The Purchasing Agent reserves the right to determine whether or not the item submitted is the approved equal the detailed specifications.

- a. Any objections to specifications must be filed by a bidder, in writing, with the Purchasing Agent at least 96 hours before the time of bid opening to enable the Office of Purchases to properly investigate the objections.

- b. All standards are minimum standards except as otherwise provided for in the Request or Contract.

- c. Samples must be submitted to the Office of Purchases in accordance with the terms of the proposals and detailed specifications. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating whether or not the bidder desires their return and specifying the address to which they are to be returned (at the bidder's risk and expense), provided they have not been used or made useless by tests; and absent instructions, the samples shall be considered to be abandoned. Award samples may be held for comparison with deliveries.

- d. All samples submitted are subject to test by any laboratory the State Purchasing Agent may designate.

17. 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. Contract deliverables specified for procurements of services shall be construed to be work products, and subject to the provisions of this section.

- **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.

- c.** Where the contractor fails to promptly cure the defect or replace the goods, the State reserves the right to cancel the Purchase Order, contract with a different contractor, and to invoice the original contractor for any differential in price over the original contract price.

- d.** When materials, equipment or supplies are rejected, the same must be removed by the contractor from the premises of the State Agency within forty-eight (48) hours of notification. Rejected items left longer than two days will be regarded as abandoned and the State shall have the right to dispose of them as its own property.

18. PRODUCT WARRANTIES - All product or service warranties normally offered by the contractor or bidder shall accrue to the State's benefit, in addition to any special requirements which may be imposed by the State. Every unit delivered must be guaranteed against faulty material and workmanship for a period of one year unless otherwise specified, and the State may, in the event of failure, order its replacement, repair, or return for full credit, at its sole option.

19. PAYMENT - Unless otherwise provided for by the Request or Contract, payment shall not be made until delivery has been made, or services performed, in full, and accepted. Payment shall not be due prior to thirty (30) working days following the latest of completion, acceptance, or the rendering of a properly submitted invoice.

- **a.** Payment terms other than the foregoing may be rejected as being non-responsive..

- b.** No partial shipments will be accepted, unless provided for by the Request or Contract.

- c.** Where a question of quality is involved, payment in whole or part against which to charge back any adjustment required, shall be withheld at the direction of the Purchasing Agent. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the State from taking such discount.

- d.** Payments for used portion of inferior delivery will be made by the State on an adjusted price basis.

e. Payments on contracts under architectural or engineering supervision must be accompanied by a Certificate of Payment and Statement of Account signed by the architect or engineer and submitted to the Agency involved for approval.

20. THIRD PARTY PAYMENTS - The State recognizes no assigned or collateral rights to any purchase agreement except as may be expressly provided for in the bid or contract documents, and will not accede to any request for third party or joint payment(s), except as provided for in specific orders by a court of competent jurisdiction, or by express written permission of the Purchasing Agent. Where an offer is contingent upon such payment(s), the offeror is obligated to serve affirmative notice in his bid submission.

21. SET-OFF AGAINST PAYMENTS - Payments due the contractor shall be subject to reduction by the State Controller equal to the amount of unpaid and delinquent state taxes (or other just debt owed to the State), except where notice of delinquency has not been served or while the matter is pending in hearing or from any appeal therefrom.

22. CLAIMS - Any claim against a contractor may be deducted by the State from any money due him in the same or other transactions. If no deduction is made in such fashion, the contractor shall pay the State the amount of such claim on demand. Submission of a voucher and payment, thereof, by the State shall not preclude the Purchasing Agent from demanding a price adjustment in any case when the commodity delivered is later found to deviate from the specifications and proposal.

- a. The Purchasing Agent may assess dollar damages against a vendor or contractor determined to be non-performing or otherwise in default of their contractual obligations equal to the cost of remedy incurred by the State, and make payment of such damages a condition for consideration for any subsequent award. Failure by the vendor or contractor to pay such damages shall constitute just cause for disqualification and rejection, suspension, or debarment.

23. STATE CONTROLLER'S CERTIFICATION OF FUNDING - Certification as to the availability of funds to support the procurement for the current fiscal year ending June 30th only. Where delivery or service requirements extend beyond the end of the current fiscal year, such extensions are subject to both the availability of appropriated funds and a determination of continued need.

24. UNUSED BALANCES - Unless otherwise specified, all unused Blanket Order quantities and/or unexpended funds shall be automatically canceled on the expiration of the specified term. Similarly, for orders encompassing more than one State fiscal year, unexpended balances of funding allotted for an individual fiscal year may be liquidated at the close of that fiscal year, at the State's sole option.

25. MINORITY BUSINESS ENTERPRISES - Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the State reserves the right to apply additional consideration to offers, and to direct awards to bidders other than the responsive bid representing the lowest price where:

- a. the offer is fully responsive to the terms and conditions of the Request, and
- b. the price offer is determined to be within a competitive range (not to exceed 5% higher than the lowest responsive price offer) for the product or service, and
- c. the firm making the offer has been certified by the R.I. Department of Economic Development to be a small business concern meeting the criteria established to be considered a Minority Business Enterprise. Ten per cent [10%] of the dollar value of the work performed against contracts for construction exceeding \$5,000 shall be performed by Minority Business Enterprises where it has been determined that subcontract opportunities exist, and where certified Minority Business Enterprises are available. A contractor may count towards its MBE, DBE, or WBE goals 60% of its expenditures for materials and supplies required under a contract and obtained from an MBE, DBE, or WBE regular dealer, and 100% of such expenditures when obtained from an MBE, DBE, or WBE manufacturer. Awards of this type shall be subject to approval, by the Director of Administration, of a Subcontracting Plan submitted by the bidder receiving the award.

26. PREVAILING WAGE REQUIREMENT - In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors for all public works.

27. EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION - Contractors of the State are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830, and Title 28 Chapter 5.1 of the General Laws of Rhode Island. Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.

28. DRUG-FREE WORKPLACE REQUIREMENT - In accordance with Executive Order No. 91-14, Contractors who do business with the State and their employees shall abide by the State's drug-free workplace policy and the contractor shall so attest by signing a certificate of compliance.

29. GOODS PRODUCED IN THE REPUBLIC OF SOUTH AFRICA - In accordance with Chapters 35-10-12 and 37-2-57 of the General Laws, goods which are known to be wholly produced in the Republic of South Africa may not be accepted for any procurement the State of Rhode Island; the offeror attests by his submission of a bid

or offer, or acceptance of a purchase order or other contract, that these prohibitions do not apply to material or goods which form the basis for his offer or contract.

30. TAXES - The State of Rhode Island is exempt from payment of excise, transportation and sales tax imposed by the Federal or State Government. These taxes should not be included in the proposal price. Exemption Certificates will be furnished upon request.

31. INSURANCE - All construction contractors, independent tradesmen, or firms providing any type of maintenance, repair, or other type of service to be performed on state premises, buildings, or grounds are required to purchase and maintain coverage with a company or companies licensed to do business in the state as follows:

- **a. Comprehensive General Liability Insurance** -
 - 1) Bodily Injury \$1,000,000 each occurrence
 - \$1,000,000 annual aggregate
 - 2) Property Damage \$500,000 each occurrence
- \$500,000 annual aggregate
 - Independent Contractors
 - Contractual - including construction hold harmless and other types of contracts or agreements in effect for insured operations
 - Completed Operations
 - Personal Injury (with employee exclusion deleted)
- **b. Automobile Liability Insurance** -
- Combined Single Limit \$1,000,000 each occurrence
 - Bodily Injury
 - Property Damage, and in addition non-owned and/or hired vehicles and equipment
- **c. Workers' Compensation Insurance** -
- Coverage B \$100,000

The Purchasing Agent reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. Successful bidders shall provide certificates of coverage, reflecting the State of Rhode Island as an additional insured, to the Office of Purchases, forty-eight (48) hours prior to the commencement of work, as a condition of award. Failure to comply with this provision shall result in rejection of the offeror's bid.

32. BID SURETY - When requested, a bidder must furnish a Bid Bond or Certified Check for 5% of his bid, or for the stated amount shown in the solicitation. Bid Bonds must be executed by a reliable Surety Company authorized to do business in the State of Rhode Island. Failure to provide Bid Surety with bid may be cause for rejection of bid. The Bid Surety of any three bidders in contention will be held until an award has been made according to the specifications of each proposal. All others will be returned by mail within 48 hours following the bid opening. Upon award of a contract, the remaining sureties will be returned by mail unless instructed to do otherwise.

33. PERFORMANCE AND LABOR AND PAYMENT BONDS – A performance bond and labor and payment bond of up to 100% of an award may be required by the Purchasing Agent. Bonds must meet the following requirements:

- a. Corporation: The Bond must be signed by an official of the corporation above his official title and the corporate seal must be affixed over his signature.
- b. Firm or Partnership: The Bond must be signed by all of the partners and must indicate that they are "Doing Business As (name of firm)."
- c. Individual: The Bond must be signed by the individual owning the business and indicate "Owner."
- d. The Surety Company executing the Bond must be licensed to do business in the State of Rhode Island or Bond must be countersigned by a company so licensed.
- e. The Bond must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature.
- f. Signatures of two witnesses for both the principal and the Surety must appear on the Bond.
- g. A Power of Attorney for the official signing of the Bond for the Surety Company must be submitted with the Bond.

34. DEFAULT AND CANCELLATION - A contract may be canceled or annulled at the contractor's expense upon non-performance of contract, or breach, by the contractor, of any of his obligations. Failure of contractor to cure such non-performance or breach within ten working days after the receipt of notice, shall be sufficient cause for the cancellation of the contract in question, the cancellation of all outstanding contracts or sub-contracts held by the contractor, and the suspension or debarment of the contractor from future procurements.

- a. Failure of a contractor to deliver or perform within the time specified, or within reasonable time as interpreted by the Purchasing Agent or failure to make replacement of rejected articles, when so requested, immediately or as directed by the Purchasing Agent, will cause the Purchasing Agent to purchase in the open market to replace those rejected or not delivered. The Purchasing Agent reserves the right to authorize immediate purchase in the open market against rejections on any contract when necessary. On all such purchases, the contractor, or his surety, agrees to promptly reimburse the State for excess costs occasioned by such default. Should the cost be less, the contractor shall have no claim to the difference.
- b. A contractor who fails to commence within the time specified or complete an award made for repairs, alterations, construction, or any other service will be considered in default of contract. The Purchasing Agent may contract for completion of the work with another contractor and seek recourse from the defaulting contractor or his surety.
- c. If contractor consistently fails to deliver quantities or otherwise perform as specified, the Purchasing Agent reserves the right to cancel the contract and purchase the balance in the open market at the contractor's expense.

35. INDEMNITY - The contractor guarantees:

- a. To save the State, its agents and employees, harmless from any liability imposed upon the State arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.

- b. To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the city or town in which the installation is to be made and of the State of Rhode Island.

- c. That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

36. CONTRACTOR'S OBLIGATIONS - In addition to the specific requirements of the contract, construction and building repair contractors bear the following standard responsibilities:

- a. To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other contractors;

- b. To clear and remove all debris and rubbish resulting from his work from time to time, as directed or required, a completion of the work leave the premises in a neat unobstructed condition, broom clean, and in satisfactory order and repair;

- c. To store equipment, supplies, and material at the site only upon approval by the State, and at his own risk;

- d. To perform all work so as to cause the least inconvenience to the State, and with proper consideration for the rights of other contractors and workmen;

- e. To acquaint themselves with conditions to be found at the site, and to assume responsibility for the appropriate dispatching of equipment and supervision of his employees during the conduct of the work; and

- f. To ensure that his employees are instructed with respect to special regulations, policies, and procedures in effect for any State facility or site, and that they comply with such rules.

37. FORCE MAJEURE - All orders shall be filled by the contractor with reasonable promptness, but the contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the contractor and which by the exercise of reasonable diligence, the contractor is unable to prevent.

ATTACHMENT

B



Notice of Blanket Purchase Agreement

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

RI FOUNDATION
 ONE UNION STATION
 PROVIDENCE, RI 02903
 United States

RHODE ISLAND CHRONIC CARE SUSTAINABILITY INITIATIVE FUNDING - DBR	
Award Number 3301482	Effective Period: 01-NOV-12 - 31-DEC-14

S H I P P I N G I N F O R M A T I O N	Business Regulation, Department Of DBR INSURANCE DIVISION 1511 PONTIAC AVENUE BLDG 69-2 CRANSTON, RI 02920 United States	I N V O I C E	Date: 15-NOV-12 Buyer: D Francis Shipping: Paid Terms: NET 30 Vendor #: 5841	Business Regulation, Department Of DOA CONTROLLER ONE CAPITOL HILL, 4TH FLOOR SMITH ST PROVIDENCE, RI 02908 United States
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Department	Type of Requisition	Bid Number	Requisition Number
Business Regulation, Department Of	*OTHER	N/A	1299480
Line	Item	Item Description	Unit Price

		CHANGE TO PO 3301482 ORIGINAL CONTRACT VALUE \$450,000.00 INCREASE \$150,000.00 REVISED CONTRACT VALUE \$600,000.00 CHANGE EFFECTIVE DATES: FROM: 11/1/12 - 9/30/14 TO: 11/1/12 - 12/31/14 PER ATTACHED AMENDMENT DATED 9/12/14		
1.1		APA-11913 - 11/1/12 - 12/31/14 - RHODE ISLAND CHRONIC CARE SUSTAINABILITY INITIATIVE FUNDING FOR THE OFFICE OF THE HEALTH INSURANCE COMMISSIONER FUNDED FROM THE RATE REVIEW II FEDERAL GRANT - NOT TO EXCEED \$600,000.00	Each	1

STATE PURCHASING AGENT Nancy R. McIntyre
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This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

CONTRACT TERMS AND CONDITIONS

Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "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.

MULTI YEAR AWARD

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

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing

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

BLANKET PAYMENT

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

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

CAMPAIGN FINANCE COMPLIANCE

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 AND CONDITIONS OF PRICING AGREEMENT

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

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

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

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

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

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

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

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

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

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.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 Department of Administration
 DIVISION OF PURCHASES
 FAX # 401-574-8387

RI-FANS

PURCHASE ORDER CHANGE FORM

DATE: August 28, 2014

AGENCY DOCUMENT I.D. # OHIC RI FOUNDATION CONTRACT

PURCHASE ORDER NUMBER TO BE CHANGED: 3301482
 (ONLY 1 PURCHASE ORDER PER FORM)

DELEGATED AUTHORITY

NON-DELEGATED AUTHORITY

TYPE OF CHANGE TO BE MADE	FROM	TO
SUPPLIER NAME (include W-9 FORM)	N/A	N/A
LINE ITEM DESCRIPTION CHANGE (MUST IDENTIFY LINE # _____)	N/A	N/A
DELETE/CANCEL A LINE ITEM (MUST IDENTIFY LINE # _____)	N/A	N/A
REDUCE THE QUANTITY ON A LINE ITEM (MUST IDENTIFY LINE # _____)	N/A	N/A
CHANGE ACCOUNT NUMBER (MUST IDENTIFY LINE # _____)	N/A	N/A
BLANKET/CONTRACT CONTROL VALUE CHANGE	\$450,000	\$600,000
BLANKET/CONTRACT DATE CHANGE	30-SEP-14	31-DEC-14
CANCEL <u>ENTIRE</u> PURCHASE ORDER <input type="checkbox"/> YES (give justification/reason below)	N/A	N/A

REASON/JUSTIFICATION: OHIC is requesting a contract extension for an additional 3 months to continue existing work as documented in Amendment #2 and justification memorandum (see attached faxed copies)

CONTACT PERSON: SANDRA LOPES PHONE NUMBER: 401.462.9641

AUTHORIZED AGENT: KATHLEEN C HITTNER, MD

Kathleen C Hittner, MD

PRINTED NAME

SIGNATURE

THIS FORM DOES NOT APPLY FOR ADDING A LINE ITEM OR INCREASING A QUANTITY OF AN EXISTING LINE ITEM. A REQUISITION MUST BE CREATED IN IPROCUREMENT.

Justification for Contract Amendment

Using new federal funds awarded through Rhode Island Rate Review Cycle III, The Office of the Health Insurance Commissioner wishes to amend the contract with the Rhode Island Foundation dated December 19, 2012 entitled Rhode Island Chronic Care Sustainability Initiative Funding Agreement for an additional \$150,000 to continue with recruitment of practices into the Chronic Care Sustainability Initiative (CSI). Because it is simply a continuation of the existing work to cover additional practices we feel that an amendment of the existing contract is the best vehicle.

The existing contract is sole-source and amendment is justified as follows:

The Office of the Health Commissioner's (OHIC) federal Rate Review Cycle III Grant, awarded by the Center for Consumer Information and Insurance Oversight (CCIIO), directs OHIC to enhance commercial health issuer compliance with one of its Affordability Standards that requires issuers to spread the adoption of the patient-centered medical home in the state. Specifically, Cycle III Grant funding was approved by CCIIO to support the Rhode Island Chronic Care Sustainability Initiative (CSI-RI) – a nationally recognized all-payer medical home pilot project, established by OHIC, and supported by all three commercial issuers in the state with significant market shares as a condition of approval for their rate factor filings on an annual basis. The Rhode Island Foundation is the sole fiscal agent for CSI-RI, serving as the administrative and fiscal home for this project since its inception. This is why it is the only entity capable of effectively providing funding in support of CSI-RI. Because there is no other entity that is equipped to effectively provide funding support for CSI-RI other than the Rhode Island Foundation, OHIC will not be able to fulfill its obligations under the Cycle III Grant without contracting with the Rhode Island Foundation for this purpose.

The additional funding amount of \$150,000 is considered reasonable because it was the amount approved by CCIIO in the Cycle III Grant application.

Regarding efforts to get the best possible price for the taxpayers, in its Cycle III Grant application (approved by CCIIO), OHIC sought to allocate sufficient funding to support the spread of medical home best practices developed in CSI-RI sites to the rest of the primary care community. To be clear, these activities were approved by CCIIO as a part of OHIC's Cycle III Grant application as well as the funding amount associated with them to be provided to the Rhode Island Foundation.

Budget Narrative

Support for the CSI Initiative from the Rate Review III grant is specified at \$200/hr x 750 hours for a total of \$150,000. Hours will support a variety of onboarding tasks including an initial meeting and media event, support for practices during the application process, application review, selection meetings, and kickoff meetings with successful applicants. The project term is July 1, 2014 through December 31, 2014.

standards governing health insurer conduct were substantially broadened in statute. In addition to actuarial soundness, financial solvency, and consumer protection, statutory authority required OHIC to also consider fair treatment of providers as well as whether issuers were working towards the overall affordability, quality, and accessibility of coverage during the rate review process. Two years later, in 2006, OHIC established an annual rate review process for all issuers in both the small group and large group markets. The goal of rate review was to have a transparent, process that allowed for greater public accountability for the rates proposed by issuers. In making its determinations in these decisions, OHIC applied its new statutory criteria.

OHIC, in conjunction with its Health Insurance Advisory Council (HIAC), developed the Affordability Standards in 2009 to establish measurable standards for insurers to meet regarding the requirement that they implement policies that promote system-wide affordability of coverage. The Affordability Standards, in their current form, require issuers to:

1. Expand and improve primary care infrastructure
2. Spread the adoption of the patient-centered medical home
3. Support CurrentCare, the state's health information exchange
4. Work toward comprehensive payment reform across the delivery system

These standards were designed to be measurably applied to insurers within the rate review process. Detail about the current form of each standard, which have been continually refined since they took effect in 2019, follow below:

1. **Primary Care Spend Standard:** The first standard represents a core component of OHIC's strategy to facilitate delivery system reform in Rhode Island by bolstering the state's primary care infrastructure and promoting more efficient, affordable health care. It requires issuers to improve the state's primary care infrastructure by increasing the share of total medical payments made to primary care by one percentage point per year from 2010 to 2014. Issuers are not allowed to turn this new spending into higher premiums. OHIC also sets the percentage of primary care spending that must be paid through means other than fee for service rate increases.
2. **Patient-Centered Medical Home Standard:** The second standard requires issuers to provide financial support for the Rhode Island Chronic Care Sustainability Initiative (RI-CSI), a nationally recognized all-payer patient-centered medical home pilot project, established by OHIC. The Rhode Island Foundation has been, and will continue to be, the sole fiscal agent for RI-CSI, serving as the administrative and fiscal home for this project since its inception.
3. **CurrentCare Standard:** The third standard requires issuers to provide financial support for CurrentCare, Rhode Island's health information exchange. CurrentCare is a secure electronic system which will allow doctors and other care givers immediate access to a patient's up-to-date health information in order to provide the best possible and most comprehensive care. OHIC's view is that CurrentCare represents a statewide health information technology (IT) investment with significant potential to contribute to reducing medical expense trend while making a positive impact on health outcomes.
4. **Hospital Contracting Conditions Standard:** To support standard four, OHIC has put into place and updated and improved as a part of the rate review process, several conditions (currently five) for issuer contracts with hospitals in Rhode Island to be implemented by issuers upon contract execution, renewal, or extension. The current form of each condition is as follows.

Issuer contracts shall:

Affordability Standards Associate. Under the Rate Review Cycle II Grant, the Affordability Standards Associate serves as the principal in the rate review process, monitors the Affordability Standards, works with providers to measure benchmarks of affordability, work with commercial health insurance issuers on benefit design, and works with providers on reporting and analysis to document trends in affordability over time. During the Rate Review Cycle III Grant, once current funding for the position ceases, the position will continue to oversee payment and delivery system reform through the Affordability Standards, while serving as a principal in the rate review process, developing analysis and messaging on rate review for issuers and the public. The Affordability Standards Associate will also expand and institutionalize OHIC's in-depth audits of rates.

Delivery System Reform Analyst. Rate Review Cycle III Grant funds will also support a Delivery System Reform Analyst who will assist rate review staff in the goal of increasing value-based practices among both issuers and providers under the direction of the Strategic Analyst. This position will perform policy analysis of benefit design and the Affordability Standard benchmarks and report regularly to the public on the provider and plan reform activities. The Delivery System Reform Analyst will also monitor the transition of provider payment methodologies away from fee-for-service and produce an interagency report to inform the design and oversight of ACOs.

Payment Transition Project. With the increased emphasis on value-based delivery and payment practices, OHIC will undertake a project to monitor the nature and extent of provider transition away from fee-for-service methodology. With the supervision of the Affordability Standards Associate, the Delivery System Reform Analyst will lead the oversight of a contract project to conduct a comprehensive review of national, regional, and state provider models, data and legal parameters in order to produce a report that will target OHIC's rate review based payment reform efforts and inform those of the state of Rhode Island and nationally.

Rhode Island Chronic Care Sustainability Initiative. OHIC established the Rhode Island Chronic Care Sustainability Initiative (RI-CSI) to promote payment reform in primary care. Federal funding from the Rate Review Cycle II Grant has been used to support implementation of all payer medical home legislation which was passed in 2011 and made insurer participation a requirement, while disseminating the project's best practices developed in 13 pilot sites of RI-CSI to the rest of primary care community through the promulgation of contractual standards used by issuers. Rate Review Cycle III Grant funding is requested to continue supporting the growth of the all payer medical home through the RI-CSI.

4. Enhance Consumer Protections

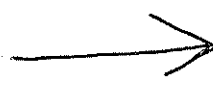
Health Care Reform Specialist. Validating issuer compliance with consumer protection standards on a practical level is essential to enacting meaningful rate review. In order to improve the development and compliance with consumer protection standards and expand rate review beyond document-level compliance, a Health Reform Specialist will be hired. Funds will be used for a full-time staff person with knowledge of the methods and procedures used in health insurance regulation and of insurance plans, combined with an ability to engage in both quantitative and interpretive analysis of both forms submitted by issuers and subsequent validation via health insurance operations. This position will also enable OHIC to monitor and report on the health insurers' implementation of reforms, including a project to monitor compliance with state and federal mental health parity laws.

Mental Health Parity. With the support of the Health Reform Specialist, OHIC will develop the capacity to ensure that issuers are providing adequate protection and fair treatment to consumers in the marketplace. Along with the establishment of this position with Rate Review Cycle III Grant funds, OHIC will perform a systematic qualitative and quantitative analysis of issuer compliance with mental health parity laws at the state and federal level. OHIC will ensure that issuers are providing equal treatment of medical and behavioral health benefits on

- Contractual Total: \$1,200,750.00

Contractual Summary

Contract Projects	Budget Assumptions	Total Cost
Year One		
Rate Monitoring	\$250.00 per hour x 200 hours	\$25,000.00
Expansion of APCD: Technical Assistance	\$285.00 per hour x 160 hours	\$45,600.00
Expansion of APCD: Consumer-facing Site Needs Assessment	\$250.00 per hour x 284 hours	\$71,000.00
ACO Design and Oversight Project	\$200.00 per hour x 313 hours	\$62,600.00
Payment Transition Project	\$250.00 per hour x 200 hours	\$50,000.00
Health Insurance Mandate Report	\$250.00 per hour x 140 hours	\$35,000.00
Health System Total Cost Drivers Report	\$250.00 per hour x 1,000 hours	\$250,000.00
Hospital Payment Variation Monitoring	\$250.00 per hour x 380 hours	\$95,000.00
APCD Consumer Website	\$200.00 per hour x 400 hours	\$80,000.00
Communications/Messaging	\$125.00 per hour x 504 hours	\$63,000.00
	Year One Total	\$777,200.00
Year Two		
Rate Monitoring	\$250.00 per hour x 200 hours	\$25,000.00
Expansion of APCD: Technical Assistance	\$285.00 per hour x 30 hours	\$8,550.00
ACO Design and Oversight Project	\$200.00 per hour x 182 hours	\$36,400.00
Hospital Payment Variation Monitoring	\$250.00 per hour x 380 hours	\$9,000.00
APCD Consumer Website	\$200.00 per hour x 228 hours	\$45,600.00
Communications/Messaging	\$125.00 per hour x 504 hours	\$63,000.00
Rhode Island Chronic Care Sustainability Initiative	\$200.00 per hour x 750 hours	\$150,000.00
	Year Two Total	\$423,550.00
Total Grant Period		
Rate Monitoring	\$250.00 per hour x 200 hours	\$50,000.00
Expansion of APCD: Technical Assistance	285.00 per hour x 190 hours	\$54,150.00
Expansion of APCD: Consumer-facing Site Needs Assessment	\$250.00 per hour x 284 hours	\$71,000.00
ACO Design and Oversight Project	\$200.00 per hour x 495 hours	\$99,000.00



Payment Transition Project	\$250.00 per hour x 200 hours	\$50,000.00
Health Insurance Mandate Report	\$250.00 per hour x 140 hours	\$35,000.00
Health System Total Cost Drivers Report	\$250.00 per hour x 760 hours	\$250,000.00
Hospital Payment Variation Monitoring	\$250.00 per hour x 1,000 hours	\$190,000.00
APCD Consumer Website	\$200.00 per hour x 625 hours	\$125,600.00
Communications/Messaging	\$125.00 per hour x 1,008 hours	\$126,000.00
Rhode Island Chronic Care Sustainability Initiative	\$200.00 per hour x 750 hours	\$150,000.00
Total Grant Period Total		\$1,200,750.00

Contracts will be used to obtain technical expertise that is not readily available to OHIC. OHIC commits to submitting all information required for contract approval at a later date.

g. Construction

- Rhode Island Rate Review Cycle III Grant Total: \$0.00
 - Year One Total: \$0.00
 - Year Two Total: \$0.00
- Rhode Island Rate Review Cycle III Grant Total: \$0.00
- Funding Other Than Rhode Island Rate Review Cycle III Grant: \$0.00
- Construction Total: \$0.00
- h. Other
 - Rhode Island Rate Review Cycle III Grant Total: \$1,370.00
 - Year One Total: \$685.00
 - Year Two Total: \$685.00
 - Rhode Island Rate Review Cycle III Grant Total: \$1,370.00
 - Funding Other Than Rhode Island Rate Review Cycle III Grant: \$0.00
 - Other Total: \$1,370.00

OHIC needs to account for the single state audit fee assessed by the State Budget Office on all federal grants. The cost of the single state audit fee is estimated at 0.05% of the total grant funds (\$2,738,364.00) or \$1,370.00 based on the planning value provided in the *State of Rhode Island State Fiscal Year 2014 Annual Budget Instructions* that were issued in July 2012 (which are available by clicking [here](#) for review).

i. Total Direct Charges

- Rhode Island Rate Review Cycle III Grant Total: \$2,733,752.00
 - Year One Total: \$1,287,440.00

1. DATE ISSUED MM/DD/YYYY 04/15/2014
 2. CFDA NO. 93.511
 3. ASSISTANCE TYPE Project Grant

Department of Health and Human Services
 Centers for Medicare & Medicaid Services
 Office of Acquisitions and Grants Management
 7500 Security Boulevard
 Baltimore, MD 21244-1850

1a. SUPERSEDES AWARD NOTICE dated 09/23/2013
 except that any additions or restrictions previously imposed remain
 in effect unless specifically rescinded

4. GRANT NO. 6 PRPPR140057-01-01
 Formerly
 5. ACTION TYPE Post Award Amendment

6. PROJECT PERIOD MM/DD/YYYY
 From 10/01/2013 Through 09/30/2015

7. BUDGET PERIOD MM/DD/YYYY
 From 10/01/2013 Through 09/30/2015

NOTICE OF AWARD
 AUTHORIZATION (Legislation/Regulations)
 Section 2794 of the Public Health Service Act (Section 1003 of the
 Affordable Care Act)

8. TITLE OF PROJECT (OR PROGRAM) Grants to Support States in Health Insurance Rate Review-Cycle III

9a. GRANTEE NAME AND ADDRESS
 Rhode Island Department of Business Regulation
 1511 Pontiac Ave Bldg 69-1
 Cranston, RI 02920-4407

9b. GRANTEE PROJECT DIRECTOR
 Kathleen Hittner
 1511 Pontiac Ave Bldg 69-1
 Cranston, RI 02920-4407
 Phone: 410-462-9638

10a. GRANTEE AUTHORIZING OFFICIAL
 Ms. Sandra Lopes
 82 Smith St
 Providence, RI 02903-1105
 Phone: 401-574-8443

10b. FEDERAL PROJECT OFFICER
 James Taing
 7500 Security Boulevard
 null
 null
 Baltimore, MD 21244-null
 Phone: None

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from Item 11m) 2,733,272.00	
II Total project costs including grant funds and all other financial participation <input checked="" type="checkbox"/>		b. Less Unobligated Balance From Prior Budget Periods 0.00	
a. Salaries and Wages 1,034,447.00		c. Less Cumulative Prior Award(s) This Budget Period 2,733,272.00	
b. Fringe Benefits 465,501.00		d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 0.00	
c. Total Personnel Costs 1,499,948.00		13. Total Federal Funds Awarded to Date for Project Period 2,733,272.00	
d. Equipment 8,200.00		14. RECOMMENDED FUTURE SUPPORT	
e. Supplies 9,802.00		(Subject to the availability of funds and satisfactory progress of the project):	
f. Travel 13,202.00		YEAR	TOTAL DIRECT COSTS
g. Construction 0.00		a. 2	d. 5
h. Other 1,370.00		b. 3	e. 6
i. Contractual 1,200,750.00		c. 4	f. 7
j. TOTAL DIRECT COSTS 2,733,272.00		15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
k. INDIRECT COSTS 0.00		a. DEDUCTION <input type="checkbox"/>	
l. TOTAL APPROVED BUDGET 2,733,272.00		b. ADDITIONAL COSTS <input checked="" type="checkbox"/>	
m. Federal Share 2,733,272.00		c. MATCHING	
n. Non-Federal Share 0.00		d. OTHER RESEARCH (Add / Deduct Option)	
		e. OTHER (See REMARKS)	
		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
		a. The grant program legislation	
		b. The grant program regulations	
		c. This award notice including terms and conditions, if any, stated below under REMARKS	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

REMARKS (Other Terms and Conditions Attached - Yes No)

This Notice of Award approves key staff changes per your letter dated March 21, 2014 to include Sandra Lopes as AOR.

GRANTS MANAGEMENT OFFICER: Gabriel Nah

17. OBJ CLASS	18a. VENDOR CODE	18b. EIN	18. DUNS	20. CONG. DIST.
4115	1056000522K1	056000522	929956092	02
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. 3-5992933	b. PRPPR0057A	c. IPR	d. \$0.00	e. 75140112
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

The Health Insurance Rate Review Grant Program
Grants to States to Support Health Insurance Rate Review and Increase Transparency in
Health Care Pricing, Cycle III

Standard Terms & Conditions
Attachment A

1. **Recipient.** The Recipient is the Grantee designated in the Notice of Award.
2. **The HHS Grants Policy Statement (HHS GPS).** This award is subject to the requirements of the HHS GPS that are applicable to the Recipient based on your Recipient type and the purpose of this award. This includes any requirements in Part I and II (available at <http://www.hhs.gov/asfr/ogapa/grantinformation/hhsgps107.pdf>) of the HHS GPS that apply to an award. Although consistent with the HHS GPS, any applicable statutory or regulatory requirements directly apply to this award in addition to any coverage in the HHS GPS.
3. **Uniform Administrative Requirements.** Title 45 of the Code of Federal Regulations (CFR) provides uniform administrative requirements for all Department of Health and Human Services (DHHS) grants and cooperative agreements, in 45 CFR Parts 74 and 92. These regulations are based upon entity type and can be accessed via the links provided below.

45 CFR Part 74 - Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations <http://www.gpo.gov/fdsys/pkg/CFR-2002-title45-vol1/pdf/CFR-2002-title45-vol1-part74.pdf>

45 CFR Part 92 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments <http://www.gpo.gov/fdsys/pkg/CFR-2002-title45-vol1/pdf/CFR-2002-title45-vol1-part92.pdf>

4. **Cost Principles.** This award is subject to the principles set forth for determining costs of grants, contracts, and other agreements based upon entity type as set forth in the following cost principle documents which can be accessed via the links provided below.

- **Institutions of Higher Education:** 2 CFR Part 220 (Formerly OMB Circular A-21)
<http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=3fd130e33cb191db5ba0dc9ed464f752&rgn=div5&view=text&node=2:1.1.2.10.4&idno=2>
- **State and Local Governments:** 2 CFR Part 225 (Formerly OMB Circular A-87)
http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr225_main_02.tpl

- **Nonprofit Organizations:** 2 CFR Part 230 (Formerly OMB Circular A-122)
<http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=3fd130e33cb191db5ba0dc9ed464f752&rgn=div5&view=text&node=2:1.1.2.10.8&idno=2>
- **Hospitals:** 45 CFR Part 74, Appendix E <http://www.gpo.gov/fdsys/pkg/CFR-2007-title45-vol1/pdf/CFR-2007-title45-vol1-part74-appE.pdf>
- **For-Profit Organizations: FAR 31.2** [Contracts with Commercial Organizations]
<http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=80bc6470ba120ab181d9a93a600a420d&rgn=div5&view=text&node=48:1.0.1.5.30&idno=48>

5. **Additional Cost Requirements.** Recipients must comply with the following supporting documentation conditions:

- **Equipment/Technology items** – As defined in 45 CFR Parts 74 and 92, equipment means tangible nonexpendable personal property, including exempt property, charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. However, consistent with recipient policy, lower limits may be established. Technology items such as computers that do not meet the \$5,000 per unit threshold and a lower limit is not set by recipient policy (and may therefore be classified as supplies), must still be individually tagged and recorded in an equipment/technology database. This database should include any information necessary to properly identify and locate the item. For example: serial # and physical location of equipment (e.g. laptops, tablets, etc.). **In addition, purchase of Technology items (both those classified as equipment (tangible nonexpendable personal property with an acquisition cost of \$5,000 or more per unit) and those classified as supplies (tangible expendable personal property with an acquisition cost of less than \$5,000 per unit)), over and above that which is already approved in the budget must be approved by the Grants Management Specialist (regardless of acquisition cost).**
- **Travel mileage expenses** - All federally funded travel must be tracked through a travel log which includes: traveler/position, destination, length of stay, mileage, per diem, reason for the trip, airfare, and any other reimbursable expenses.
- **Conference attendance** - For attendance at any conference, including those sponsored by CMS, recipients must submit a breakdown of costs associated with attending the conference for prior approval. This should include all costs associated with travel to the conference and a brief narrative explaining the program related purpose/how attending the conference will further the objectives of the program. (see **Attachment C** for the HHS Policy on Promoting Efficient Spending for Conferences and Meetings)

6. **Audit Requirements.** OMB Circular A-133 provides requirements for the audit of States, local governments, and non-profit organizations expending Federal awards. Non-federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or

program specific audit conducted for that year in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf).

For questions and information concerning the submission process, please contact the Federal Audit Clearinghouse (entity which assists Federal cognizant and oversight agencies in obtaining OMB Circular A-133 data and reporting packages) at <http://harvester.census.gov/sac> or 888-222-9907.

*Commercial Organizations should consult 45 CFR 74.26(d) for specific audit requirements.

7. **Programmatic and Financial Reporting.** Recipients must comply with the programmatic and financial reporting requirements outlined in Attachment B, Special Terms and Conditions. Failure to submit reports (i.e. financial, progress, or other required reports) on time may be basis for withholding financial assistance payments, suspension, termination or denial of continued funding. A history of such unsatisfactory performance may result in a designation of "high risk" for the recipient organization and may jeopardize potential future funding from the Department of Health and Human Services.
8. **Funding for Recipients.** All funding provided under this award shall be used by the Recipient exclusively for the program referenced in the Notice of Award, as defined in section 2794 of the Public Health Service Act, described in the funding opportunity announcement, and delineated in the Recipient's approved proposal. This includes any approved revisions, as applicable, made subsequent to the Recipient's approved proposal. If the Recipient should use any of the funds for any purpose other than for the approved program, then all funds provided under this award shall be returned to the United States Treasury.
9. **Public Reporting.** When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with Federal money, clearly state: (1) the percentage of the total cost of the project financed with Federal money; (2) the dollar amount of Federal Funds for the project; and (3) the percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.
10. **Central Contractor Registration and Universal Identifier Requirements.** This award is subject to the requirements of 2 CFR part 25, Appendix A. For the full text of the award term, go to <http://www.cms.gov/CCIIO/Resources/Funding-Opportunities/award-term-for-central-contractor-registration.html>. To complete CCR requirements, Recipients must register or maintain registration in the System for Award Management (SAM) database. Please consult the SAM website (<https://www.sam.gov/portal/public/SAM/>) for more information.
11. **Trafficking in Persons.** This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text

of the award term, go to <http://www.cms.gov/CCIIO/Resources/Funding-Opportunities/trafficking-term.html>.

12. Subaward Reporting and Executive Compensation. This grant is subject to the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252 and implemented by 2 CFR Part 170. Grant and cooperative agreement recipients must report information for each first-tier subaward of \$25,000 or more in Federal funds and executive total compensation for the recipient's and subrecipient's five most highly compensated executives as outlined in Appendix A to 2 CFR Part 170. For the full text of the award term, go to <http://www.cms.gov/CCIIO/Resources/Funding-Opportunities/ffata.html>. For further assistance, please contact Iris Grady, the Grants Management Specialist assigned to monitor the subaward and executive compensation reporting requirements at divisionofgrantsmanagement@cms.hhs.gov.

13. Fraud, Waste, and Abuse. The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by email to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

14. Human Subjects Protection. If applicable to Recipient's program, the Recipient bears ultimate responsibility for protecting human subjects under the award, including human subjects at all sites, and for ensuring that an assurance approved by OHRP and certification of IRB review and approval have been obtained before human subjects research can be conducted at each collaborating site. Recipients may not draw funds from the payment system, request funds from the paying office, or make obligations against Federal funds for research involving human subjects at any site engaged in nonexempt research for any period not covered by both an OHRP-approved assurance and IRB approval consistent with 45 CFR part 46. Costs associated with IRB review of human research protocols are not allowable as direct charges under grants and cooperative agreements unless such costs are not covered by the organization's indirect cost rate.

HHS expects Recipients and others involved in grant/cooperative agreement-supported research to take appropriate actions to protect the confidentiality of information about and the privacy of individuals participating in the research. Investigators, IRBs, and other appropriate entities should ensure that policies and procedures are in place to protect identifying information and must oversee compliance with those policies and procedures.

15. Certification of Filing and Payment of Federal Taxes. As required by the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act, 2008 (Public Law 110-161, Division G, Title V, section 523), Recipient certifies, to the best of its knowledge and belief, that it:

(1) Has filed all Federal tax returns required during the three years preceding this certification;

AND

(2) Has not been convicted of a criminal offense under the Internal Revenue Code of 1986 (U.S. Code – Title 26, Internal Revenue Code);

AND

(3) Has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

16. Project and Data Integrity. Recipient shall protect the confidentiality of all project-related information that identifies individuals.

The Recipient shall assume responsibility for the accuracy and completeness of the information contained in all technical documents and reports submitted. The CMS Project Officer shall not direct the interpretation of the data used in preparing these documents or reports.

At any phase in the project, including the project's conclusion, the Recipient, if so requested by the Project Officer, must deliver to CMS materials, systems, or other items used, developed, refined or enhanced in the course of or under the award. The Recipient agrees that CMS shall have royalty-free, nonexclusive and irrevocable rights to reproduce, publish, or otherwise use and authorize others to use the items for Federal government purposes.

17. Use of Data and Work Products. At any phase of the project, including the project's conclusion, the Recipient, if so requested by the CMS Project Officer, shall submit copies of analytic data file(s) with appropriate documentation, representing the data developed/used in end-product analyses generated under the award. The analytic file(s) may include primary data collected, acquired or generated under the award and/or data furnished by CMS. The content, format, documentation, and schedule for production of the data file(s) will be agreed upon by the Principal Investigator and the CMS Project Officer. The negotiated format(s) could include both file(s) that would be limited to CMS's internal use and file(s) that CMS could make available to the general public.

All data provided by CMS will be used only for the research described in this grant award and in connection with the Recipient's performance of its obligations and rights under this program. Recipient has an obligation to collect and secure data for future monitoring by CMS. The Recipient will return any data provided by CMS or copies of data at the conclusion of the project. All proprietary information and technology of the Recipient are and shall remain the sole property of the Recipient.

All publications, press announcements, posters, oral presentations at meetings, seminars, and any other information-dissemination format, including but not limited to electronic/digital media that is related to this project must include a formal acknowledgement of support from the Department of Health and Human Services, citing the FON as identified on this award document as follows: "The project described was supported by Funding Opportunity Number PR-PRP-13-001 from the U.S Department of Health and Human Services, Centers for Medicare & Medicaid Services." Recipients also must include a disclaimer stating that "The contents provided are solely the responsibility of the authors and do not necessarily represent the official views of HHS or any of its agencies." One copy of each publication, regardless of format, resulting from work performed under an HHS project must accompany the annual or final progress report submitted to CMS through its CMS PO.

For six (6) months after completion of the project, the Recipient shall notify the CMS Project Officer prior to formal presentation of any report or statistical or analytical material based on information obtained through this award. Formal presentation includes papers, articles, professional publication, speeches, and testimony. In the course of this research, whenever the Principal Investigator determines that a significant new finding has been developed, he/she will communicate it to the CMS Project Officer before formal dissemination to the general public. The Recipient shall notify CMS of research conducted for publication.

18. Reservation of Rights. Nothing contained in this Agreement is intended or shall be construed as a waiver by the United States Department of Justice, the Internal Revenue Service, the Federal Trade Commission, HHS Office of the Inspector General, or CMS of any right to institute any proceeding or action against Recipient for violations of any statutes, rules or regulations administered by the Government, or to prevent or limit the rights of the Government to obtain relief under any other federal statutes or regulations, or on account of any violation of this Agreement or any other provision of law. The Agreement shall not be construed to bind any Government agency except CMS, and this Agreement binds CMS only to the extent provided herein. The failure by CMS to require performance of any provision shall not affect CMS's right to require performance at any time thereafter, nor shall a waiver of any breach or default result in a waiver of the provision itself.

19. FY 2013 Appropriations Provision. HHS Recipients must comply with all terms and conditions outlined in their grant award, including grant agreement policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.

20. Consolidated Appropriations Act, Fiscal Year 2012, Public Law 112-74. The following information is provided as a reference. Please consult the full Act for the complete text. The information cited below will remain in effect until further modified, superseded, or rescinded.

Title II. Section 203 – Cap on Researcher Salaries

FY2012 Enacted Language: Sec. 203. None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

Actions: Since the reduced and expanded salary cap was included in PL 112-74, which was effective December 23, 2011, implementation of the lower level of \$179,700 is applicable to grants and cooperative agreements with an initial issue date or obligation of FY2012 funds on/after December 23, 2011. For FY2012 awards issued on/before December 22, 2011 (competing and non-competing) and to which FY2012 funds have not been obligated since December 23, 2011, the effective salary limitation remains at Executive Level I, \$199,700.

Title II, Section 218 – Gun Control Prohibition

FY2012 Enacted Language: Sec. 218. None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

Title V, Section 503 – Proper Use of Appropriations – Publicity and Propaganda (LOBBYING)

FY2012 Enacted Language: Sec. 503(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive-legislative relationships or participation by an agency or officer of an State, local or tribal government in policy making and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending, or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

Section 253 – Needle Exchange

FY2012 Enacted Language: Sec. 253. Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

Special Terms & Conditions
Attachment B

1. **The HHS/CMS Center for Consumer Information and Insurance Oversight (CCIIO) Program Official.** The Program Official assigned with responsibility for technical and programmatic questions from the Recipient is Sarah Norman (email is Sarah.Norman@cms.hhs.gov and telephone is 301-492-4185).
2. **The HHS/CMS Grants Management Specialist.** The Grants Management Specialist assigned with responsibility for financial and administrative (non-programmatic) grant agreement questions from the Recipient is Iris Grady in the Division of Grants Management (email is Iris.Grady@cms.hhs.gov and telephone is 301-492-4321).
3. **Statutory Authority.** This award is issued under the authority of Section 2794 of the Public Health Service Act. By receiving funds under this award, the Recipient assures CMS that it will carry out the program as authorized and will comply with the terms and conditions and other requirements of this award.
4. **Budget and Project Period.** The budget and project period for the Health Insurance Rate Review Grant Program Cycle III is October 1, 2013 to September 30, 2015.
5. **Management Review/Audit.** The funding authorized by this award is paid subject to any periodic future financial management review or audit.
6. **Personnel Changes.** The Recipient is required to notify the Project Officer and the CMS Grants Management Specialist at least thirty (30) days before any personnel changes affecting the award's Authorized Organizational Representative, Project Director, Assistant Project Director, as well as any named Key Contractor staff.
7. **Collaborative Responsibilities.** At the request of CCIIO, Grantees may be required to participate in scheduled activities and communications to identify and share "best practices" for health insurance premium review, including discussion of state proposals and sharing of information via public websites. CCIIO will post general summaries of the state proposals on the CCIIO website. Quarterly and Final reports may also be posted on the CCIIO website. The Grantee is required to participate in all required communications (e.g., monitoring calls, guidance calls) as requested by CCIIO.
8. **Sub-Recipient Equal Treatment.** The Recipient must comply with 45 CFR Part 87, including the provision that no State or local government Recipient nor any intermediate organization receiving funds under any program shall, in the selection of service providers, discriminate for or against an organization's religious character or affiliation.
9. **Nondiscrimination.** The Recipient and Sub-Recipients will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20

U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

10. Required Grant Agreement Programmatic Reporting.

A. Requirement to Report Data to the Secretary.

For Cycle III, each grant awardee is required to provide certain rate filing data to the Secretary of Health and Human Services. As stated in the FOA, states are permitted to use grant funds to enhance their authority and capacity to collect and report the required rate filing data. The Rate Review Grant Program will continue to provide technical assistance to all state awardees and continue to work with the National Association of Insurance Commissioners (NAIC) System for Electronic Rate And Form Filing (SERFF) over the course of the grant period to fulfill the data reporting requirements. All rate filing data is required to be submitted through the Health Insurance Oversight System (HIOS), Rate Review Grant Reporting System.

CMS reserves the right to publicly release rate filing data submitted as part of the Rate Review Grant Program collection of premium and rate related data. CMS will release only information collected that is determined not to include regulated entity trade secrets, is approved for release under the same process used to determine release by the Freedom of Information Act (FOIA), and complies with the state law that applies in the state in which the data was submitted.

B. Quarterly, Annual and Final Reports.

The Grantee is required to submit Progress Reports to the HHS/CMS Grants Management Specialist and to the HHS/CMS Center for Consumer Information and Insurance Oversight (CCIIO) Project Officer based upon the timeline outlined below. **The Grantee is required to submit Quarterly Progress Reports, an Annual Report, and one Final Report electronically via HIOS.**

In each progress report (Quarterly, Annual and Final), the Grantee must describe the progress, and provide data on, the Grantee's efforts to enhance the rate review process

and/or health pricing transparency, as appropriate. The Grantee will describe each activity performed in the quarter/year and how that activity was linked to enhanced rate review practices and/or health pricing transparency.

CMS reserves the right to require the grantee to provide additional details and clarification on the content of these reports.

Quarterly Progress Reports are due within 30 days after the end of the quarter. These reports must comply with the format provided in the attachment to the Notice of Award and these STCs, the "*Health Insurance Rate Review Grant Program Cycle III Quarterly Report Template.*"

Due Dates: January 30, 2014; April 30, 2014; July 30, 2014; October 30, 2014; January 30, 2015; April 30, 2015; July 30, 2015; October 30, 2015

Annual Progress reports are due within 90 days after the end of each annual year (or 12-month period). These reports must comply with the format provided in the attachment to the Notice of Award and these STCs, the "*Health Insurance Rate Review Grant Program Cycle III Annual Report Template.*"

Due Date: December 30, 2014

The Grantee is required to submit a Final Report to the HHS/CMS Project Officer and the HHS/CMS Grants Management Specialist within 90 days after the project period ending date. This report must comply with the format provided in the attachment to the Notice of Award and these STCs: the "*Health Insurance Rate Review Grant Program Cycle III, Final Report Template.*" The final Progress Report will serve as the Final Project Report and should report on work performed throughout the project period. This report is due no later than 90 days after the end of the project period.

Due Date: December 30, 2015

The final report will contain a disclaimer that the opinions expressed are those of the Recipient and do not necessarily reflect the official views of HHS or any of its agencies. The final progress report may not be released or published without permission from the CMS Project Officer within the first four (4) months following the receipt of the report by the CMS Project Officer.

11. **Required Financial Reports.** The Federal Financial Report (FFR or Standard Form 425) has replaced the SF-269, SF-269A, SF-272, and SF-272A financial reporting forms. All recipients must utilize the FFR to report cash transaction data, expenditures, and any program income generated.

Recipients must report on a quarterly basis cash transaction data via the Payment Management System (PMS) using the FFR in lieu of completing a SF-272/SF272A. The FFR, containing cash transaction data, is due within 30 days after the end of each quarter. The quarterly reporting due dates are as follows: 1/30, 4/30, 7/30, and 10/30. A Quick Reference Guide for completing the FFR in PMS is at:
www.dpm.psc.gov/grant_recipient/guides_forms/ffr_quick_reference.aspx.

In addition to submitting the quarterly FFR to PMS, Grantees must also provide, on an annual basis, a FFR to CMS which includes their expenditures and any program income generated in lieu of completing a Financial Status Report (FSR) (SF-269/269A). Expenditures and any program income generated should only be included on the annually submitted FFR, as well as the final FFR.

For the annual FFRs and final FFR (containing cash transaction data, expenditures, and any program income generated), Recipients must complete an online FFR form via the GrantSolutions.gov FFR module. GrantSolutions can be accessed via the following link <https://www.grantsolutions.gov>. The annual FFR must be submitted within 90 calendar days of the applicable year end date (or 12-month period). The final FFR must be submitted within 90 calendar days of the project period end date.

See below for due date for the **annual** FFR:

<i>Annual Period</i>	<i>Reporting Period Due Date</i>
October 1, 2013 to September 30, 2014	December 30, 2014

See below for the due date for the **final** FFR:

<i>Project Period</i>	<i>Reporting Period Due Date</i>
October 1, 2013 to September 30, 2015	Final report – 2 year reporting period October 1, 2013 to September 30, 2015 Due: December 30, 2015

Award recipients shall liquidate all obligations incurred under the award not later than 90 days after the end of the project period and before the final FFR submission. It is the award recipient's responsibility to reconcile reports submitted to PMS and to CMS. Failure to reconcile final reports in a timely manner may result in canceled funds.

For additional guidance, please contact your Grants Management Specialist, Iris Grady.

Payment under this award will be made by the Department of Health and Human Services, Payment Management System administered by the Division of Payment Management (DPM), Program Support Center. Draw these funds against your account that has been established for this purpose. Inquiries regarding payment should be directed to:

**Director, Division of Payment Management
Telephone Number 1-877-614-5533
P. O. Box 6021
Rockville, Maryland 20852**

12. **Funding Opportunity Announcement (FOA).** All relevant project requirements outlined in the FOA apply to this award and are incorporated into these terms and conditions by reference.
13. **Recipient's Responsibility for Sub-Recipients.** The Recipient is responsible for the performance, reporting, and spending for each Sub-Recipient. The Recipient will ensure the timeliness and accuracy of required reporting for each site of service and Sub-Recipient under the grant. The Recipient is responsible for the performance and progress of each site of service or Sub-Recipient toward the goals and milestones of the program. The Recipient will take necessary corrective action for any site of service or Sub-Recipient that is not meeting the goals and milestones of the program, as set forth in the FOA.
14. **Data Center Requirements.** As outlined in the Cycle III FOA in Appendix F, funds may be used to establish an optional data center as described in Section 2794 of the Public Health Service Act. All states choosing to use grants funds to support a data center must comply with the Conflict of Interest requirements established by Section 2794 of the Public Health Service Act.
15. **Affirmative Duty to Track All Parties to the Award.** Recipient must at a minimum regularly track all parties to the award in both the GSA database that is known as the System for Award Management (SAM) and The Office of the Inspector General (OIG) List of Excluded Individuals and Entities (LEIE). The purpose of this affirmative duty is to track all parties that include health care, commercial, non-profit, and other people and entities in order to report immediately to the CMS Grants Management Specialist and CMS PO those that cannot participate in federal programs or receive federal funds. The Recipient cannot have any persons or entities on the award that cannot participate in federal programs or receive federal funds. If any of these systems are not publicly available, then the Recipient must comply with the purpose and intent of this requirement using a process that meets at least the level of scrutiny provided by these databases.

The Recipient shall provide the CMS PO with the NPI, Tax ID, and EIN, as applicable, of all Key Personnel and/or Entities to the award that may include Sub-Recipients. This list shall be provided to CMS within thirty (30) days from the start of the award and must be maintained up-to-date in real time throughout the award.

16. **Green Procurement.** To mitigate the environmental impacts of acquisition of IT and other products/equipment, Recipients are encouraged to: (1) participate in "Green procurement" based on the HHS Affirmative Procurement Plan (<http://www.hhs.gov/oamp/policies/affirmativeprocurement.pdf>) and similar guidance from the Environmental Protection Agency (EPA) and the President's Council on Environmental Quality (CEQ); (2) use electronic products that are Energy Star® compliant and Electronic Product Environmental Assessment Tool (EPEAT) Silver registered or higher when available; (3) activate Energy Star® features on all equipment when available; (4) use environmentally sound end-of-life management practices, including reuse, donation, sale and recycling of all electronic products.

17. **Withdrawal.** If the Recipient decides to withdraw from the grant program prior to the end of the project period, it must provide written notification (both hard copy and via email) to the CMS Grants Management Specialist at least fifteen (15) days in advance of the date of official withdrawal and termination of these terms. The letter must be signed by the AOR and other appropriate individuals with authority. CMS will not be liable for any withdrawal close-out costs that are borne by the Recipient. Recipients have three (3) days to return all unused grant funds.
18. **Termination.** CMS may terminate this agreement, or any part hereof, if the Recipient materially fails to comply with the terms and conditions of this award, or provisions of law pertaining to agreement performance. Materially fails includes, but is not limited to, violation of the terms and conditions of the award; failure to perform award activities in a satisfactory manner; improper management or use of award funds; or fraud, waste, abuse, mismanagement, or criminal activity. In addition, CMS may terminate this award if the Recipient fails to provide the Government, upon request, with adequate written and signed assurances of future performance. CMS will promptly notify the Recipient in writing of such termination and the reasons for it, together with the effective date. The Recipient may terminate this award as set forth in 45 CFR 92.44(b). In addition to termination, CMS may address material failure to comply with the terms and conditions of this award by taking such other action as set forth in 45 CFR 92.43.
19. **Bankruptcy.** In the event the Recipient or one of its sub-Recipients enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Recipient agrees to provide written notice of the bankruptcy to the CMS Grants Management Specialist and CMS PO. This written notice shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing and sent to the CMS Grants Management Specialist and PO. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, a copy of any and all of the legal pleadings, and a listing of Government grant and cooperative agreement numbers and grant offices for all Government grants and cooperative agreements against which final payment has not been made.
20. **Acceptance of Application & Terms of Agreement.** Initial draw down of funds by the Recipient constitutes acceptance of this award.

**HHS Policy on Promoting Efficient Spending for Conferences and Meetings
Attachment C**

“Use of Appropriated Funds for Conferences and Meeting Space to reflect the increased reporting requirements and enhanced controls required by Section 3003 of the Consolidated and Further Continuing Appropriations Act, 2013”

It is the Department of Health and Human Services’ (HHS) policy that conferences and meetings funded through grants and cooperative agreements: are consistent with legal requirements and HHS’ missions, objectives, and policies; represent an efficient and effective use of taxpayer funds; and are able to withstand public scrutiny. CMS must conduct business, including conferences and meetings, consistent with these tenets. As a result, CMS has adopted grant and cooperative agreement practices that promote efficient spending for conferences and meetings.

While grant recipients are always encouraged to provide performance-based solutions to the Government’s requirements, the Centers for Medicare and Medicaid (CMS) encourages alternative solutions (i.e. teleconference) as opposed to traditional face-to-face meetings. A “conference” is defined as “[a] meeting, retreat, seminar, symposium or event that involves awardee, subcontractor, or consultant travel.”

Any conferences, with or without travel, that you believe are necessary to accomplish the purposes of this grant must have prior CMS approval. These requests must be priced separately in the budget and include the following information:

- (1) a description of its purpose;
- (2) the number of participants attending;
- (3) a detailed statement of the costs to the grant, including—
 - (A) the cost of any food or beverages;
 - (B) the cost of any audio-visual services for a conference;
 - (C) the cost of employee or contractor travel to and from a conference; and
 - (D) a discussion of the methodology used to determine which costs relate to a conference.

In addition, funds under this grant may not be used for the purpose of defraying the costs of a conference that is not directly and programmatically related to the purpose for which the grant is awarded (such as a conference held in connection with planning, training, assessment, review, or other routine purposes related to a project funded by the grant).

**Grants to States for Health Insurance Rate Review – Cycle III
Attachment D**

Timeline

October 1, 2013 – September 30, 2015

<u>ACTIVITY</u>	<u>TIMELINE</u>
Notice of Award (NoA)	September 23, 2013
Project period begins	October 1, 2013
Notify CCIIO of Fiscal Agent/Officer Responsible for completing the Financial Forms	October 30, 2013

Programmatic Reports:

Quarterly Progress Reports	Due 30 days after the end of each Federal Fiscal Quarter
Annual Report	Due 90 days after the end of the applicable year-end date (or 12-month period)
Final Programmatic Report	Due within 90 days of the conclusion of the Project Period

Please note the Health Insurance Rate Review Grant Program will schedule technical assistance calls both before and after report due dates as necessary and upon request

Awardees must respond to requests necessary for the evaluation of the Health Insurance Rate Review Grants	Ongoing and as requested by CCIIO
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Federal Financial Reports:

Federal Financial Report (FFR SF 425)	Quarterly FFR including cash transactions data due within 30 days after the end of each Federal quarter. Annual FFR including cash transactions and expenditures data due annually within 90
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days after the applicable year-end date (or 12-month period). Final FFR including cash transactions and expenditures data due within 90 days of the project period end date.

Liquidation of all Obligations

Due within 90 days of the project period end date and prior to filing of the final Federal Financial Report (SF-425).

No Cost Extension Request

Should the State need a no cost extension, a written request to the Project Officer and Grants Management Specialist must be received no later than 30 days prior to the project period end date of September 30, 2015 (*recommend submission of request no later than 90 days prior to the project period end date*).

**Amendment Two to the Rhode Island Chronic Care Sustainability Initiative
Funding Agreement
Between the
State of Rhode Island Office of the Health Insurance Commissioner
and the
Rhode Island Foundation**

1. Parties

The Agreement originally entered into between the State of Rhode Island Office of the Health Insurance Commissioner (OHIC) and the Rhode Island Foundation on December 19, 2012 entitled Rhode Island Chronic Care Sustainability Initiative Funding Agreement (Agreement) is hereby revised as follows.

2. Work to be Performed

Addendum A. Work to be Performed. 3. Rhode Island Chronic Care Sustainability Initiative Expansion by Ten Practices and 4. Rhode Island Chronic Care Sustainability Initiative Expansion by an Additional Ten Practices are amended to read as follows, as authorized by Addendum C. Other Provisions. 7. Amendment of the Agreement and Waiver and Estoppel:

3. Initiation of Open Call for Applications to Participate in the Expansion of the Rhode Island Chronic Care Sustainability Initiative. This will be followed by an additional open call for applications in 2014. The Rhode Island Foundation shall support the initiation of an open call for applications to participate in the expansion of RI-CSI.

4. Selection of Up to Twenty Practices to Participate in the Expansion of the Rhode Island Chronic Care Sustainability Initiative, to be followed in 2014 by selection of an additional twenty (20) representing an additional 100,000 patients. The Rhode Island Foundation shall support the selection of up to twenty practices to participate in the expansion of RI-CSI.

3. Payment Provisions

Addendum B. Payment Provisions. 3. Invoices is amended to read as follows, as authorized by Addendum C. Other Provisions. 7. Amendment of the Agreement and Waiver and Estoppel:

One additional invoice of \$150,000 each shall be submitted by the Rhode Island Foundation to receive payment of funding of a portion of the Award. By submission of an invoice, the Rhode Island Foundation certifies to OHIC that an objective resulting from the specific, detailed activities to be performed by the Rhode Island Foundation under the Agreement has been completed. Payment will only be made if the invoice has demonstrated to the satisfaction of OHIC that the objective has been completed. The invoice number, amount, and objective shall be as follows:

1. Invoice Four, \$150,000, Initiation of Open Call for Applications and Selection of Up to Twenty Practices representing an additional 100,000 patients to Participate in the Expansion of the Rhode Island Chronic Care Sustainability Initiative.

4. Signatures

Kathleen C Hittner, MD
Health Insurance Commissioner
Office of the Health Insurance Commissioner

Neil Steinberg, President and Chief Executive
Rhode Island Foundation

Date

Date

ATTACHMENT

C



082119



071



2564054



5841



RI-FOUNDATION



11-JAN-13

Initiated By	MDUMONT
Creation From Date:	2013/01/11 00:00:00
Creation To Date:	2013/01/11 00:00:00

Invoice Number: 082119

Invoice ID:	2564054	
Supplier Number:	5841	
Supplier Name:	RI FOUNDATION	
Creation Date:	11-JAN-13	
Invoice Date:	19-DEC-12	
Original Amount:	150,000.00	
Pay Group:		
Invoice Type:	STANDARD	
Summary of Distribution By Agency	Agency 071	DistAmount: 150,000.00
GL Date:	11-JAN-13	

PO 3301482-1

Receipt 300883 - RI Foundation

12/19/12

2012 DEC 19 11:24

Hello Corie
OK to pay.
Best
[Signature]

Date: December 19, 2012

Invoice # 082119

Lori Mello

Program Manager

State of Rhode Island

Office of the Health Insurance

Commissioner

1511 Pontiac Avenue, Building

69-1

Cranston, RI 02920-4407

Yvette Mendez

Grants Programs Officer

The Rhode Island Foundation

One Union Station

Providence, RI 02903

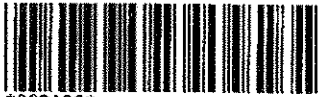
(401) 427-4051

QTY	DESCRIPTION	TOTAL AMOUNT DUE
	<p>RIF Activities related to the contract 10/01/11 to 11/30/12</p> <ul style="list-style-type: none"> • RIF developed a contract for UMass project leadership and project management. • Facilitated successful execution of contract by all parties. • Provided space and furnishings to CSI project team at One Union Station. • Established restricted account for CSI funds. • Processes monthly payments for provision of project staff and expenses. • Produces monthly financial reports for project management. • Meets quarterly or as needed with CSI Co-Directors to review project status. 	\$150,000
		SUBTOTAL \$150,000
		TOTAL \$150,000

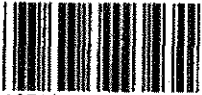
RR II

Make checks payable to: The Rhode Island Foundation

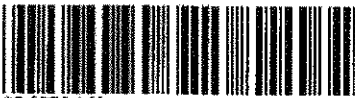
Thank you!



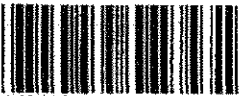
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071



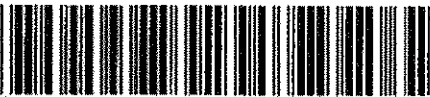
2657346



5841



RI-FOUNDATION



22-APR-13

Initiated By:	MDUMONT
Creation From Date:	2013/04/22 00:00:00
Creation To Date:	2013/04/22 00:00:00

Invoice Number: 082120

Invoice ID:	2657346	
Supplier Number:	5841	
Supplier Name:	RI FOUNDATION	
Creation Date:	22-APR-13	
Invoice Date:	06-APR-13	
Original Amount:	150,000.00	
Pay Group:		
Invoice Type:	STANDARD	
Summary of Distribution By Agency	Agency 071	DistAmount: 150,000.00
GL Date:	22-APR-13	

U

Thank you
Lori Mello ~~401-268-0689~~

4/10/13
Kelli Loris
On dr per
B. K.
[Signature]

Date: April 6, 2012
Invoice # 082120
Christopher F. Koller
Health Insurance
Commissioner
State of Rhode Island
1511 Pontiac Ave Cranston, RI
02920
Building 69-1
Cranston, RI 02920-4407

Yvette Mendez
Grants Programs Officer
The Rhode Island Foundation
One Union Station
Providence, RI 02903
(401) 427-4051

APA-11913 PO # 3301482

QTY	DESCRIPTION	TOTAL AMOUNT DUE
	RIF Activities related to the contract 12/01/12 to 3/33/13	
	<ul style="list-style-type: none"> • Convene a selection committee • Develop criteria for practice selection • Review and revise call for applications • RIF to host a Press Event to announce the expansion on 4/5/13 • Work with Advocacy Solutions, CSI's marketing/communications consultant to coordinate the event 	\$150,000
	SUBTOTAL	\$150,000
	TOTAL	\$150,000

RECEIVED
RI ACCOUNTS PAYABLE

2013 APR 16 AM 9:11

Make checks payable to: The Rhode Island Foundation

Thank you!

PO # 3301482-2
Receipt # 320297

Megan Dumont - Re: PO 3301482-2; Inv 082120

From: Lori Mello
To: Dumont, Megan
Date: 4/22/2013 2:18 PM
Subject: Re: PO 3301482-2; Inv 082120

I am so sorry Megan. You are correct it should be 4/6/2013 the 2012 is a typo.
good catch!!

Lori

Lori Mello
Program Manager
Office of the Health Insurance Commissioner
1511 Pontiac Ave BLDG 69-1
Cranston, RI 02920
Main Office: 401-462-9517
Direct Line: 401-462-9639
Fax : 401-462-9645
Email: lmello@ohic.ri.gov
www.ohic.ri.gov

>>> Megan Dumont 04/22/13 2:11 PM >>>
Just wanted to confirm, the invoice date on the paper is 4/6/**2012**, so it should be 4/6/**2013**?

Megan Dumont
Accounts & Control
(401) 222-2615
Fax (401) 222-6437
>>> Lori Mello 4/22/2013 2:11 PM >>>

Hi Megan,
That is the correct invoice date 4/06/2013 it is for work done from 12/01/12 to 3/31/13

Thank you,
Lori

Lori Mello
Program Manager
Office of the Health Insurance Commissioner
1511 Pontiac Ave BLDG 69-1
Cranston, RI 02920
Main Office: 401-462-9517
Direct Line: 401-462-9639
Fax : 401-462-9645

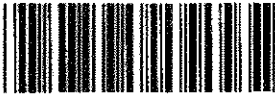
Email: lmello@ohic.ri.gov
www.ohic.ri.gov

>>> Megan Dumont 04/22/13 2:02 PM >>>

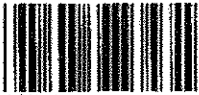
Hello Lori,

The invoice for The RI Foundation for \$150k, has an invoice date of 4/6/12, is this correct or a typo?

Megan Dumont
Accounts & Control
(401) 222-2615
Fax (401) 222-6437



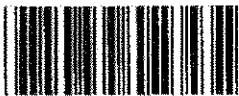
08229



071



2852426



5841



RI-FOUNDATION



15-NOV-13

Initiated By	JSILVA1
Creation From Date:	2013/11/15 00:00:00
Creation To Date:	2013/11/15 00:00:00

Invoice Number: 08229

Invoice ID:	2852426	
Supplier Number:	5841	
Supplier Name:	RI FOUNDATION	
Creation Date:	15-NOV-13	
Invoice Date:	24-OCT-13	
Original Amount:	150,000.00	
Pay Group:		
Invoice Type:	STANDARD	
Summary of Distribution By Agency	Agency 071	DistAmount: 150,000.00
GL Date:	15-NOV-13	

PO # 3301482-3

INVOICE

Receipt # 355922

Date: October 24, 2013.

Invoice # 08229

Kathleen Hittner, MD
Health Insurance Commissioner
State of Rhode Island
1511 Pontiac Ave Cranston, RI
02920
Building 69-1
Cranston, RI 02920-4407

Yvette Mendez
Grants Programs Officer
The Rhode Island Foundation
One Union Station
Providence, RI 02903
(401) 427-4051

OK to pay
10.25.13

APA-11913 PO # 3301482

QTY	DESCRIPTION	TOTAL AMOUNT DUE
	RIF Activities related to the contract 4/1/13 - 10/24/13	
	<ul style="list-style-type: none"> • Selection committee convened in April 2013 • Open call for application in April produced 24 applications. • Applications were reviewed and scored by members of the selection committee • Committee developed recommendations for the selection of 20 practices. • Recommendations were presented to CSI Executive Committee on 6/28/13. • Executive Committee approved recommendations. • 20 new practices were notified of acceptance into CSI-RI in July 2013. • Orientation kick-off meeting for 20 new practices held in August 2013. • Site visits initiated in September. • Contracts for 20 new CSI-RI practices effective 10/1/13. 	\$150,000
	SUBTOTAL	\$150,000
	TOTAL	\$150,000

Sent to DOA 11/5/13

Make checks payable to: The Rhode Island Foundation

Thank you!

The Rhode ISLAND Foundation



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration

DIVISION OF PURCHASES

Phone# 401-574-8127

FAX # 401-574-8387

CRITICAL EXPENSE REQUEST FORM

DATE: 10/30/2013 AGENCY NAME OHIC AGENCY DOC. I.D. # OHIC RR II

REQUISITION NUMBER: 1343769

REQUESTED DOCUMENT TO CREATE

(Please check appropriate boxes)

- Blanket Release
Change Order
Contract Release
Purchase Agreement
Standard Purchase Order

TYPE OF REQUISITION

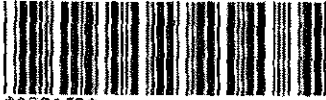
- Other
Arch, Eng. & Consult
Construction
Delegated Authority
Emergency
Grants
IT Purchase
Leg Grant
Legal Services
Single/Sole Source

DESCRIPTION OF CRITICAL REQUEST
Description of Critical Request:
To Pay the Rhode Island Foundation for APA-11913 for PO # 3301482 for Invoice # 08229 dated October 24, 2013
Reason/Justification of Critical Need:
To comply with Federal Health Reform under RATE REVIEW II.

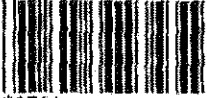
CONTACT PERSON: Kim Paull PHONE NUMBER: 462-9637

AGENCY DIRECTOR: Kathleen Hiltner
PRINTED NAME

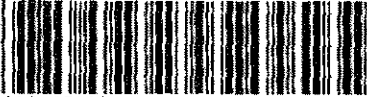
Kathleen C Hiltner, MD
SIGNATURE



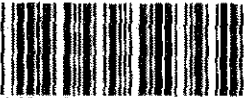
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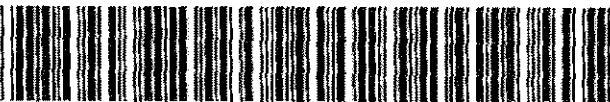
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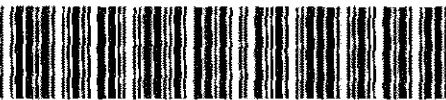
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5841



RI-FOUNDATION



10-NOV-14

Initiated By	LREID
Creation From Date:	2014/11/10 00:00:00
Creation To Date:	2014/11/10 00:00:00

Invoice Number: 082153

Invoice ID:	3211720	
Supplier Number:	5841	
Supplier Name:	RI FOUNDATION	
Creation Date:	10-NOV-14	
Invoice Date:	30-OCT-14	
Original Amount:	150,000.00	
Pay Group:		
Invoice Type:	STANDARD	
Summary of Distribution By	Agency	DistAmount:
Agency	071	150,000.00
GL Date:	10-NOV-14	

RECEIVED
RI ACCOUNTS PAYABLE

RR III

2014 NOV -6 AM 7:32

RECEIVED

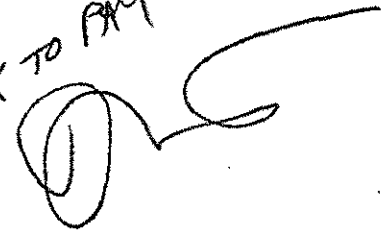
OCT 30 2014

Health Insurance
Commissioner

Date: October 30, 2014
Invoice # 082153
Kathleen Hittner, MD
Health Insurance Commissioner
State of Rhode Island
1511 Pontiac Ave Cranston, RI
02920
Building 69-1
Cranston, RI 02920-4407

Yvette Mendez
Grants Programs Officer
The Rhode Island Foundation
One Union Station
Providence, RI 02903
(401) 427-4051

OK TO PAY



APA-11913 PO # 3301482

PO# 3301482-4

QTY	DESCRIPTION	TOTAL AMOUNT DUE
	CSI concluded open call for applications.	
	On 10/24/14 CSI Executive Committee approved recommendation to accept 7 new multi-site practices, representing approximately 100,000 lives.	\$150,000
		SUBTOTAL \$150,000
		TOTAL \$150,000

Make checks payable to: The Rhode Island Foundation

Thank you!

RECEIVED

OCT 24 2011

**Health Insurance
Commissioner**

RECEIVED

OCT 24 2011

**Health Insurance
Commissioner**



Purchase Order

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

RI FOUNDATION
ONE UNION STATION
PROVIDENCE, RI 02903
UNITED STATES

Purchase Order Number
3301482-4
Reference Contract Number

S H I P T O	DBR-OFFICE OF THE HEALTH INSURANCE COMMISSIONER 1511 PONTIAC AVENUE BLDG 69-1 CRANSTON, RI 02920 UNITED STATES	PO Date: 30-OCT-14 Buyer: *AUTOCREATE Shipping: PAID Terms: NET 30 Vendor #: 5841	I N V O I C E	DOA CONTROLLER ONE CAPITOL HILL, 4TH FLOOR SMITH ST PROVIDENCE, RI 02908 UNITED STATES
--	--	---	--	--

Department			Type of Requisition	Requisition Number	Bid Number	
DBR-OFFICE OF THE HEALTH INSURANCE COMMISSIONER			*OTHER	1393003	NA	
Line	Code	Description	Quantity	Unit	Unit Price	Total
1.1	918.32 G1	APA-11913 - 11/1/12 - 12/31/14 - RHODE ISLAND CHRONIC CARE SUSTAINABILITY INITIATIVE FUNDING FOR THE OFFICE OF THE HEALTH INSURANCE COMMISSIONER FUNDED FROM THE RATE REVIEW II FEDERAL GRANT - NOT TO EXCEED \$600,000.00	150000	Each	1	150,000.00
Total:						150,000.00

STATE PURCHASING AGENT
Nancy R. McIntyre



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[Confirmation](#)

Receipt 420952 has been created for you.

[Receive Items: Confirmation Details](#)

Receipt Information

Receipt Date **03-Nov-2014 11:19:28**

Received Item Details

Receipt	Requisition	Description	Receipt Quantity	Unit	Packing Item Waybill Slip	Receipt Comments	Supplier
420952	1393003	APA-11913 - 11/1/12 - 12/31/14 - RHODE ISLAND CHRONIC CARE SUSTAINABILITY INITIATIVE FUNDING FOR THE OFFICE OF THE HEALTH INSURANCE COMMISSIONER FUNDED FROM THE RATE REVIEW II FEDERAL GRANT - NOT TO EXCEED \$600,000.00	150000	Each		TO PAY RI FOUNDATION FOR INVOICE # 082153 FOR CSI SETUP OF MULTI SITE PRACTICES REPRESENTING 100,000 ADDITIONAL COVERED LIVES.	RI FOUNDATION FOR INVOICE # 082153 FOR CSI SETUP OF MULTI SITE PRACTICES REPRESENTING 100,000 ADDITIONAL COVERED LIVES.

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Step 3 of 3

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Requisition 1393003: Total 150,000.00 USD

Created By	Lopes, Sandra H	Document to Create	Blanket Release
Creation Date	30-Oct-2014 10:40:12	Type of Requisition?	Blanket Release *OTHER Standard
Description	October 2014 Invoice # 082153 - RHODE ISLAND CHRONIC CARE SUSTAINABILITY INITIATIVE FUNDING FOR THE OFFICE OF THE HEALTH INSURANCE COMMISSIONER FUNDED FROM THE RATE REVIEW II FEDERAL GRANT	Prior PO#?	
Justification	To pay RI Foundation for invoice #082153 for CSI setup of new multi-site practices representing 100,000 additional covered lives.	Change Order?	N No
		PO to be Changed Change will make PO over 5k?	N No

Requisition Attachments

Title	Type	Description	Category	Last Updated By	Last Updated	Usage	Update	Delete	Publish to Catalog
CERF RI FOUNDATION INV#812153	File	To pay RI Foundation for invoice #082153 for CSI setup of new multi-site practices representing 100,000 additional covered lives.	Internal to Requisition	SLOPES	30-Oct-2014	One-Time			

Lines

Line	Details	Type	Line Description	LineItemSeq	Unit	Quantity	Price	Amount (USD)	Attachments
Show	Goods	1	APA-11913 - 11/1/12 - 12/31/14 - RHODE ISLAND CHRONIC CARE SUSTAINABILITY INITIATIVE FUNDING FOR THE OFFICE OF THE HEALTH INSURANCE COMMISSIONER FUNDED FROM THE RATE REVIEW II FEDERAL GRANT - NOT TO EXCEED \$600,000.00	1675110	Each	150000	1 USD	150,000.00	

Total 150,000.00

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Requisition 1393003 has been submitted to [Johnson, Linda](#) for approval.

To check on this requisition's status, click on the **Requisitions** tab or look in **My Requisitions** on the Shop page.

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration

DIVISION OF PURCHASES

Phone# 401-574-8127

FAX # 401-574-8387

CRITICAL EXPENSE REQUEST FORM

DATE: 10/30/2014

AGENCY NAME: Office of the Health Insurance Commissioner (OHIC)

AGENCY DOC. I.D. # 071 - Rate Review II

REQUISITION NUMBER: 1393003

REQUESTED DOCUMENT TO CREATE

(Please check appropriate boxes)

- Blanket Release
- Change Order
- Contract Release
- Purchase Agreement
- Standard Purchase Order

TYPE OF REQUISITION

- Other
- Arch, Eng. & Consult
- Construction
- Delegated Authority
- Emergency
- Grants
- IT Purchase
- Leg Grant
- Legal Services
- Single/Sole Source

DESCRIPTION OF CRITICAL REQUEST

Description of Critical Request:

- To pay RI Foundation for invoice # 082153 for CSI setup of new multi-site practices representing 100,000 additional covered lives
- Line Sequence: 15.10.071.1675110.02.631200.00000

Reason/Justification of Critical Need:

- 100% federal funds under RR Cycle III grant

CONTACT PERSON: Sandra Lopes PHONE NUMBER: 462-9641

AGENCY DIRECTOR: Dr. Kathleen C Hittner

Kathleen C Hittner, MD

PRINTED NAME

SIGNATURE



Purchase Order

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

RI FOUNDATION
ONE UNION STATION
PROVIDENCE, RI 02903
UNITED STATES

Purchase Order Number
3301482-4
Reference Contract Number

S H I P T O	DBR-OFFICE OF THE HEALTH INSURANCE COMMISSIONER 1511 PONTIAC AVENUE BLDG 69-1 CRANSTON, RI 02920 UNITED STATES		PO Date: 30-OCT-14 Buyer: * AUTOCREATE Shipping: PAID Terms: NET 30 Vendor #: 5841		I N V O I C E	DOA CONTROLLER ONE CAPITOL HILL, 4TH FLOOR SMITH ST PROVIDENCE, RI 02908 UNITED STATES			
	Department		Type of Requisition			Requisition Number		Bid Number	
		DBR-OFFICE OF THE HEALTH INSURANCE COMMISSIONER		*OTHER		1393003		NA	
Line	Code	Description	Quantity	Unit	Unit Price	Total			
1.1	918.32 G1	APA-11913 - 11/1/12 - 12/31/14 - RHODE ISLAND CHRONIC CARE SUSTAINABILITY INITIATIVE FUNDING FOR THE OFFICE OF THE HEALTH INSURANCE COMMISSIONER FUNDED FROM THE RATE REVIEW II FEDERAL GRANT - NOT TO EXCEED \$600,000.00	150000	Each	1				
					Total:	150,000.00			

STATE PURCHASING AGENT
Nancy R. McIntyre

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements