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Addendum F – EOHHS Supplemental Terms and Conditions

Name of Contractor:	**WellSky Corporation**
Title of Agreement:	**NASPO Cloud Solutions 2021-2026 Participating Addendum**
Basis for Contract:	**Competitive Bid**
Contract Award:	**$1,817,140.91 Total Value** **$519,519.50 for Period: 7/1/21-6/30/22** **$281,999.50 for Period: 7/1/22-6/30/23** **$294,927.63 for Period: 7/1/23-6/30/24** **$308,502.16 for Period: 7/1/24-6/30/25** **$322,755.41 for Period: 7/1/25-6/30/26** **$89,436.71 for Period: 7/1/26-9/15/26**
Performance Period:	**July 1, 2021 through September 15, 2026, unless terminated early or extended in accordance with the terms and conditions of this contract.**

Addendum F – EOHHS Supplemental Terms and Conditions

This Addendum to the State's General Conditions of Purchase (220-RICR-30-00-13 available at https://rules.sos.ri.gov/regulations/part/220-30-00-13), modified by the parties as set forth herein, supplements and serves as additional terms and conditions to the General Conditions of Purchase ("General Conditions"). The General Conditions, along with the items incorporated by reference in 220-RICR-30-00-13.4, including this Addendum, serves as the "Agreement" between the parties. Under the General Conditions of Purchase, 220-RICR-30-00-13.34, this Agreement serves as GC Addendum F. The Contractor further agrees as follows:

WHEREAS, this contract is executed between the Executive Office of Health and Human Services (the "State") and WellSky Corporation (the "Contractor") (collectively the "Parties") for services rendered to the State as the Cloud Solution for Person Centered Options Counseling, Aging & Disabilities, and Adult Protective Services;

WHEREAS, the Contractor shall perform all duties and responsibilities contained in the Scope of Work referenced in the NASPO Participating Addendum appended hereto and incorporated herein by reference at Addendum 1, and adhere to the agreed upon pricing in the NASPO Master Agreement;

WHEREAS the Contractor is a Cloud Solution provider and therefore willing and qualified to provide services as the Cloud Solution for Person-Centered Options Counseling, Aging & Disabilities, and Adult Protective Services; and

WHEREAS, the Cloud Solution provider should provide a Cloud Solution for Person Centered Options Counseling, Aging & Disabilities, and Adult Protective Services in addition to the performance requirements enumerated in PAR 2.

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

PAR. 1. GOVERNING LAW AND GENERAL TERMS AND CONDITIONS

The State's Purchasing Law (Chapter 37-2 of the Rhode Island General Laws) and Rhode Island Department of Administration, Division of Purchases, Purchasing Rules, Procurement Regulations, and General Conditions of Purchase apply as the governing terms and conditions of this Agreement, except as agreed upon by the Parties in the attachment appended hereto and identified herein as Agreed Upon Exceptions to the General Conditions of Purchase.
The Procurement Regulations and General Conditions of Purchase can be obtained at https://rules.sos.ri.gov/regulations/part/220-30-00-13. In addition, the provisions of Federal Laws, Regulations and Procedures governing the implementation of federal funds apply to this Agreement.

PAR. 2. PERFORMANCE

In addition to the obligations stated in 220-RICR-30-00-13.22, the Contractor shall perform all obligations, duties, and work for the interim period under this Agreement. Said duties and

responsibilities are contained in the Scope of Work referenced in the NASPO Participating Addendum and pricing in the NASPO Master Agreement. The Division shall have the right at all times, to review the work being performed and to that end, the Division shall be given reasonable access to all activities related to this Agreement, provided for the avoidance of doubt, the Division shall not have physical access to the Cloud Services hardware.

PAR. 3. TIME OF PERFORMANCE

The Contractor will perform under this Agreement as Cloud Solution provider for a term commencing on July 1, 2021 and ending on September 15, 2026.

PAR. 4. PROJECT OFFICER - DIVISION

The Division shall appoint a Contract Manager to manage this Agreement. The Contractor agrees to maintain close and continuing communication with the Contract Manager throughout the performance of work and services undertaken under the terms of this Agreement. The Contract Manager is responsible for seeking authorization of all payments made by the Division to the Contractor under this Agreement. No work shall be commenced on the part of the Contractor without a valid Purchase Order issued by the Department of Administration, Division of Purchases.

PAR. 5. CONTRACTOR

The Contractor shall be responsible for coordinating and reporting work performed pursuant to this Agreement subject to and in accordance with the Scope of Work referenced in the NASPO Participating Addendum and within the pricing in the NASPO Master Agreement. The Contractor shall notify the Division in writing immediately and seek approval from the Department, should a change to this Agreement be necessary in the opinion of the Contractor. Under no circumstances will a change be undertaken without the prior written approval of the Department.

PAR. 6. WORK REVIEWS

The Contractor recognizes the responsibilities of the Division to provide financial oversight of its contractors and consultants and agrees that the scope of all work performed under this Agreement may be reviewed by the Division and/or its designee and/or by any third party designated by the Department, for the purpose of verifying hours, costs, and expenses, and to ensure that they are in conformance with state and federal laws, regulations and policies or for any other reason in the sole discretion of the Department.

PAR. 7. RESPONSIBILITIES UPON TERMINATION AND/OR DEFAULT OF AGREEMENT

Upon termination and/or default in accordance with 220-RICR-30-00-13.20 and the delivery to the Contractor of a notice of termination, specifying the nature of the termination, the extent to which

performance of work under this contract is terminated, and the date upon which such termination becomes effective, the Contractor shall:

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

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

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

4. Intentionally omitted.

5. Intentionally omitted.

6. Intentionally omitted.

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

8. Upon termination, Contractor agrees to an orderly transition in accordance with 220-RICR-30-00-13.30 at Contractor's then-current rates. Prior to the end of the Termination and up to sixty (60) days thereafter, the Contractor agrees to make an orderly transition of contract and/or deliverables hereunder and to perform any and all tasks in good faith that are necessary to preserve the integrity of the work performed by the Contractor on behalf of the State. Upon termination or expiration of the Agreement, the Contractor, shall, if requested by the State at least thirty (30) days prior to such termination or expiration, provide reasonable training for the successor entity and/or continued performance of services. For providing such training or continued performance after the Term of the Agreement, the State shall pay the Contractor at mutually agreed rates for personnel used in providing such training and/or services unless services delivered are already defined herein and rates established then such rates shall apply for such period. Should any missing data, materials, documents, etc., be discovered after expiration or termination, a grace period of sixty (60) days shall be in effect during which the data, materials, documents, etc., is to be provided at a predetermined cost or at no additional cost if the Contractor caused the loss. Lost data shall be provided to the State in Contractor's then-current format or in a form acceptable to the State at Contractor's then-current rates.

PAR. 8. ACCESSIBILITY AND RETENTION OF RECORDS

The Contractor agrees to make accessible and to maintain all fiscal and activity records relating to this Agreement to state and/or federal officials, or their designated representatives,

necessary to verify the accuracy of Contractor 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, performed individually or jointly, by state or federal officials or their agents in a time and manner mutually agreed upon by the parties and as necessary to verify the accuracy of Contractor invoices or compliance with this Agreement. If such records are maintained out of the State of Rhode Island, such records shall be made accessible by the Contractor at a Rhode Island location. Fiscal records, and narrative records pertaining to activities performed will be retained for audit purposes for a period of at least three (3) years following the submission of the final expenditure report for this Agreement or if audit findings have not been resolved at the end of the three (3) years, the records shall be retained for an additional three (3) years after the resolution of the audit findings are made or as otherwise required by law.

The Contractor and its subcontractors, if subcontractors are permitted within the scope of this Agreement, will provide and maintain a quality assurance system in accordance with industry standard practices covering deliverables and services under this Agreement and will tender to the State only those deliverables that have been inspected and found to conform to this Agreement's requirements or in accordance with the Documentation, as applicable. The Contractor will keep records evidencing inspections and their result and will make these records available to the state during Agreement performance and for three (3) years after final payment.

Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. Notwithstanding any other provisions to the contrary, Contractor shall not be required to incorporate other contractual requirements of this Agreement in its agreements, including audit rights, with Contractor's data center hosting providers; however, failure to include such provisions shall not negate or invalidate Contractor's liability for any act or omission of such provider in performance of applicable services required under and in breach this Agreement.

PAR. 9. SECURITY AND CONFIDENTIALITY

9.1. Definitions

The following definitions shall apply:

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

2. "Incident" is defined by OMB Memorandum M-17-12, "Preparing for and Responding to a Breach of Personally Identifiable Information" (January 3, 2017), as an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

3. "Confidential Information" means information that the receiving party receives or has access to under this Agreement, including but not limited to; PII; SI; PHI; Return Information; other information (including electronically stored information) or records sufficient to identify an applicant for or recipient of government benefits; preliminary draft, notes, impressions, memoranda, working papers and work product of the disclosing party or its employees; any other records, reports, opinions, information, and statements required to be kept confidential by State or federal law or regulation, or rule of court; any statistical, personal, technical and other data and information relating to the State's data or Contractor's proprietary solutions, including the Cloud Services; or other such data protected by State and federal laws, regulations.

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

5. "Protected Health Information" or "PHI" means individually identifiable information relating to the past, present, or future health status of an individual that is created, collected, or transmitted, or maintained by a HIPAA-covered entity in relation to the provision of healthcare, payment for healthcare services, or use in healthcare operations. Health information such as diagnoses, treatment information, medical test results, and prescription information are considered protected health information under HIPAA, as are national identification numbers and demographic information such as birth dates, gender,

ethnicity, and contact and emergency contact information. PHI relates to physical records, while ePHI is any PHI that is created, stored, transmitted, or received electronically. PHI does not include information contained in educational and employment records, that includes health information maintained by a HIPAA covered entity in its capacity as an employer.

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

7. "Sensitive Information" or "SI" means information that could be expected to have a serious, severe or catastrophic adverse effect on organizational operations, organizational assets, or individuals if the confidentiality, integrity, or availability is lost. Further, the loss of Sensitive Information confidentiality, integrity, or availability might: (i) cause a significant or severe degradation in mission capability to an extent and duration that the organization is unable to perform its primary functions; (ii) result in significant or major damage to organizational assets; (iii) result in significant or major financial loss; or (iv) result in significant, severe or catastrophic harm to individuals that may involve loss of life or serious life threatening injuries. (Defined in HHS Memorandum ISP-2007-005, "Departmental Standard for the Definition of Sensitive Information" as amended).

9.2. General

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

9.3. Privacy and Security Safeguards and Obligations

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

a. Ensure that its employees, contractors, and agents implement the reasonable and appropriate administrative, physical and technical safeguards to protect Confidential Information received by the receiving party under this Agreement from loss, theft or inadvertent disclosure.

i. Administrative Safeguards. The receiving party will advise all users who will have access to the Confidential Information of its confidential

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nature, the safeguards required to protect the Confidential Information, and the civil and criminal sanctions for noncompliance contained in applicable Federal laws.

ii. Physical Security/Storage: The receiving party will store the Confidential Information in an area that is physically and technologically secure from access by unauthorized persons during duty hours, as well as non-duty hours or when not in use (e.g., door locks, card keys, biometric identifiers, etc.). Only authorized personnel will transport the Confidential Information. The receiving party will establish appropriate safeguards for such Confidential Information, as determined by a risk-based assessment of the circumstances involved.

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

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

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

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

vii. Restrict access to the Confidential Information only to those authorized receiving party employees, subcontractors, and agents who need such Confidential Information to perform their official duties in connection with purposes identified in this Agreement; such restrictions shall include, at a minimum, role-based access that limits access to those individuals who need it to perform their official duties in connection with the uses of Confidential Information authorized in this Agreement ("authorized users"). The receiving party shall not use or access Confidential Data for independent projects unrelated

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to the purposes identified in this Agreement. Further, the receiving party shall advise all users who will have access to the Confidential Information provided under this Agreement of the confidential nature of the Confidential Information, the safeguards required to protect the Confidential Information, and the civil and criminal sanctions for noncompliance contained in the applicable Federal laws. The receiving party shall require its contractors, agents, and all employees of such contractors or agents with authorized access to the Confidential Information disclosed under this Agreement, to comply with the terms and conditions set forth in this Agreement, and not to duplicate, disseminate, or disclose such Confidential Information unless authorized under this Agreement.

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

(1) Establish a central point of control for all requests for and receipt of Return Information and maintain a log to account for all subsequent disseminations and products made with/from that information, and movement of the information until destroyed, in accordance with Publication 1075.

(2) Establish procedures for secure storage of return information consistently maintaining two barriers of protection to prevent unauthorized access to the information, including when in transit, in accordance with Publication 1075.

(3) Consistently label return information obtained under this Agreement to make it clearly identifiable and to restrict access by unauthorized individuals. Any duplication or transcription of return information creates new records which must also be properly accounted for and safeguarded. Return information should not be commingled with other records unless the entire file is safeguarded in the same manner as required for return information and the FTI within is clearly labeled in accordance with Publication 1075.

(4) Restrict access to return information solely to officers, employees, agents, and subcontractors of the Contractor whose duties require access for the purposes of carrying out this Agreement. Prior to access, the Contractor must evaluate which personnel require such access on a need-to-know basis. Authorized individuals may only access return information to the extent necessary to perform services related to this Agreement, in accordance with Publication 1075.

(5) Prior to initial access to FTI and annually thereafter, the Contractor will ensure that employees, officers agents, and subcontractors that will have access to return information receive awareness training regarding the confidentiality restrictions applicable to the return information and certify acknowledgement in writing that they are informed of the criminal penalties and civil liability provided by sections 7213, 7213A, and 7431 of the Internal Revenue Code for any willful disclosure or inspection of return information that is not authorized by the Internal Revenue Code, in accordance with Publication 1075.

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

(7) The State shall notify Contractor prior to inclusion of any information that renders this subsection viii applicable.

9.4. Ownership of Confidential Information

The receiving party expressly agrees and acknowledges that Confidential Information provided to and/or transferred by the disclosing party or to which the receiving party has access to for the performance of this Agreement is the sole property of the disclosing party and shall not be disclosed and/or used or misused and/or provided and/or accessed by any other individual(s), entity(ies) and/or party(ies) without the express written consent of the disclosing party. Further, the receiving party expressly agrees to forthwith return to the disclosing party any and all said Confidential Information and/or information and/or Confidential Information and/or database upon the disclosing party's written request.

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

The Contractor agrees to abide by all applicable, current and as amended Federal and State laws and regulations governing the confidentiality of information to which it may have access to under this Agreement, including to but not limited to the Business Associate requirements of HIPAA (www.hhs.gov/ocr/hipaa) and 45 CFR § 155.260.

The Contractor agrees to adhere to any and all applicable State and federal statutes and regulations relating to confidential health care and substance abuse treatment including but not limited to the Federal Regulation 42 CFR, Part 2; Rhode Island Mental Health Law, R.I. General Laws Chapter 40.1-5-26; Confidentiality of Health Care Communications and Information Act, R.I. General Laws Chapter 5- 37.3-1 et seq; Identity Theft Protection Act of 2015, R.I. General Laws Chapter 11-49.3 and HIPAA and its implementing regulations. The Contractor acknowledges that failure to comply with the provisions of this Paragraph will result in the termination of this Agreement.

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

Notwithstanding any other requirement set out in this Agreement, the Contractor acknowledges and agrees that the HITECH Act and its implementing regulations impose requirements with respect to privacy, security and Breach notification and contemplates that such requirements shall be implemented by regulations to be adopted by the U.S. State of Health and Human Services. The HITECH requirements, regulations and provisions are hereby incorporated by reference into this Agreement as if set forth in this Agreement in their entirety. Notwithstanding anything to the contrary or any provision that may be more restrictive within this Agreement, all requirements and provisions of HITECH, and its implementing regulations currently in effect and promulgated and/or implemented after the date of this Agreement, are automatically effective and incorporated herein. Where this Agreement requires stricter guidelines, the stricter guidelines must be adhered to.

9.6. Breach/Incident Reporting

Upon notice of a suspected or confirmed Incident or Breach, Contractor shall notify the State within twenty four (24) hours of confirmed Breach and five (5) business days of a confirmed Incident. Depending on the nature and scope of the Incident and if caused solely by Contractor, remedies may include, among other things, information to individuals on obtaining credit reports and notification to applicable credit card companies, notification to the local office of the Secret Service, and or affected users and other applicable Parties, utilization of a call center and the offering of credit monitoring services on a selected basis. Unless otherwise required by law or agreed to by the parties, it shall be the responsibility of the State to communicate with affected individual(s), the Secretary and the media information regarding the Incident or Breach.

9.7. Other

Failure to abide, in all material respects, by the signed Business Associate Agreement ("BAA") and failure to cure such failure within thirty (30) days' notice from the State may result in termination remedies, including but not limited to, termination of this Agreement. A BAA shall be signed by the Contractor, simultaneously or as soon thereafter as possible, from the signing of this Agreement, as required by the State. The Contractor agrees that no findings, listing, or information derived from information obtained through performance of this Agreement may be released or publicly disclosed in any form for any purpose if such findings, listing, or information contains any combination of data elements that might allow an individual to determine a beneficiary's identification without first obtaining written authorization from the State's Contract Manager. Examples of such data elements include, but are not limited to geographic indicators, age, sex, diagnosis, procedure, date of birth, or admission/discharge

date(s). Except for de-identification under 45 CFR § 164.514(b), the Contractor agrees further that the State shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from the State's files identify or would, with reasonable effort, permit one to identify an individual, or to deduce the identifying of an individual to a reasonable degree of certainty. The Contractor agrees that the conditions set forth herein apply to any materials presented or submitted review and/or publication that contain individual identifying elements in the information obtained, as stated above, unless such information is presented in the aggregate. Under no circumstance, shall the Contractor publicly disclose or present or submit any materials for review and/or publication that contains an individual's social security number, in part or in whole. The Contractor is hereby notified that all State data submitted to or processed by the Cloud Services is considered confidential by the State.

Contractor will inform the State of any change in its administrative, technical, or operational environment that would impact compliance with the terms of this Agreement, including but not limited to compliance with 45 CFR § 155.260.
The Contractor shall monitor, periodically assess, and update its security controls and related system risks to ensure the continued effectiveness of those controls in accordance with 45 CFR § 155.260(a)(5).

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

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

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

PAR. 10. MODIFICATION OF AGREEMENT

No modifications to this agreement shall be effective unless in an authorized change order issued by the State's Division of Purchases and agreed upon through a formal written amendment executed by the parties. All modifications to the Agreement are subject to 220-RICR-30-00-13.4(C)(1)(c).

PAR. 11. INTEREST OF CONTRACTOR

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

PAR. 12. OWNERSHIP

Any and all State data, technical information, information systems, materials gathered, originated, developed, prepared, modified, used or obtained from the State by the Contractor in performance of the Agreement, including but not limited to, all hardware, software computer programs, data files, application programs, intellectual property, source code, documentation and manuals, regardless of state of completion shall be deemed to be owned and remain owned by the State ("State Property"). However, each party will retain all rights in any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the date of this Agreement or acquired or developed after the date of this Agreement without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third-party vendor will be and remain the property of such vendor. Notwithstanding the foregoing and for the avoidance of doubt, unless agreed upon by the parties pursuant to a statement of work, this Agreement shall not transfer any right, title, or interest to the State of Contractor's Licensed Software, Services, or Updates or Upgrades thereto.

PAR. 13. NOTICES

No notice, approval or consent permitted or required to be given by this Agreement will be effective unless the same is in writing and sent postage prepaid, certified mail or registered mail, return receipt requested, or by reputable overnight delivery service to the other party at the address set forth below, or such other address as either party may direct by notice given to the other as provided, and shall be deemed to be given when received by the addressee.

Contractor: WellSky Corporation
Attn: Legal Department
11300 Switzer Road
Overland Park, KS 66210

State:
Ann Martino
Associate Director of Strategy and Research
RI Executive Office of Health and Human Services
3 West Road
Cranston, RI 02920

Par. 15. PERFORMANCE BOND

The performance bond set forth in the General Conditions of Purchase shall not be required.

Par. 16. INSURANCE

Throughout the term of the Agreement, the Contractor and any subcontractor shall procure and maintain, at its own cost and expense, insurance per the State's General Conditions of Purchase, including GENERAL CONDITIONS – ADDENDUM A GENERAL INSURANCE REQUIREMENTS, which are deleted in their entirety and replaced with requirements set forth below:

General Requirements:

16a) ☒ **Commercial General Liability** - $1,000,000 per occurrence, $2,000,000 general aggregate and product liability insurance coverage of $1,000,000 per occurrence and $1,000,000 aggregate. The State should be included as an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the State.

16b) ☒ Workers compensation - $100,000 each accident, $100,000 disease or policy limit and $100,000 each employee.

16c) ☒ Automobile liability - For all autos, $1,000,000 combined single limit for each accident. The State should be included as an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the State.

Information Technology and/or Cyber/Privacy:

16d) ☒ **Technology Errors and Omissions with Cyber Privacy/Data Breach** - Coverage in the amount of $5 million per claim and $5 million in the annual aggregate. Coverage for the Contract Party is to include:

i. Regulatory liability;
ii. Information security and privacy, regardless of the media involved;
iii. Network interruption and/or business interruption;
iv. Digital asset loss of State;
v. Event breach costs including but not limited to crisis management (such as forensic investigation, legal fees), public relations, notification costs, call center operation costs, credit file monitoring and identity theft insurance;
vi. Placing and lifting of security freezes;
vii. Cyber extortion;
viii. Online media liability (i.e. including but not limited to website content);
ix. Costs to defend, including but limited attorney fees and settle; and,
x. Fines and penalties when insurable under appropriate state or federal

law.

Coverage to include but not be limited to damage by Contract Party to States' records (whether e-data or other) product failure, security failure, privacy failure of e-data records, privacy failure of other than e-data records, intellectual property infringement, and personal injury as customarily insured by this type of insurance policy.

NOTE: The vendor can procure $5 million in tech errors and omissions coverage plus $5 million in cyber privacy/data breach coverage in place of a single policy. All conditions of the above must still be met. - Limit per claim shall not be less than $5,000,000. Annual aggregate limit shall be $5,000,000.

A copy of the certificate of insurance (COI) along with endorsements for the coverage must be provided.

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

STATE OF RHODE ISLAND:	**WELLSKY CORPORATION:**
Womazetta Jones Digitally signed by Womazetta Jones Date: 2022.03.02 16:29:22 -05'00'	Stephen Greenberg
Womazetta Jones **Secretary** **EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES**	**AUTHORIZED AGENT/SIGNATURE** **TITLE:** SVP Human & Social Services **PRINT NAME:** Stephen Greenberg
DATE:	**DATE:** 2/28/2022 | 1:55 PM CST

Addendum F – EOHHS Supplemental Terms and Conditions

Agreed Upon Exceptions to the General Conditions of Purchase
The Parties agree to the following modifications to the General Conditions of Purchase as set forth below. All other General Conditions of Purchase remain in full force and effect.

13.12 Product Warranties

B. The State shall give notice of a warranty claim to the Vendor in a commercially reasonable manner, upon which, the Vendor shall repair or replace at no cost to the State the product or services. If the repaired or replaced product or services prove to be inadequate, or fail of their essential purpose, the State may terminate the Contract and the Vendor shall refund any unused prepaid amount of any payments that have been made by the State as of the date of termination. If Vendor cannot remedy the breach of warranty set forth herein, the rights and remedies of the State under this Section are in addition to any other rights and remedies provided by law or equity. Any alternate warranties proposed by a Vendor are subject to the provisions of § 13.3(C)(3) of this Part.

13.15 Claims

B. Damages for Claims

The Purchasing Agent may seek damages against a Vendor determined to be non-performing default of its contractual obligations and make payment of such damages a condition for consideration for any subsequent award. Failure by the Vendor to pay such undisputed damages shall constitute just cause for disqualification, rejection, and/or suspension. Vendor may appeal any assessment of damages in accordance with § 1.6 of this Subchapter.

13.20 Termination, Default, Cancellation and Stop Work

B. Timeliness

Failure of a Vendor to deliver the required goods or perform services within the time specified (solely as a result of Vendor's breach) and in accordance with the applicable standards of professional skill and care, or within reasonable time as interpreted by the State Purchasing Agent, or failure of a Vendor to make replacement of rejected articles, when so requested, may cause the State Purchasing Agent to pursue all rights and remedies at law or in equity.

13.34 Contract Addendums in Addition to the General Conditions of Purchase

D. The Division reserves the right to add GC Addenda as necessary without further promulgation of regulation. Again, any additional GC Addenda would be considered a Contract term by mutual agreement of the parties.