



**Medicaid**  
Recovery Network  
by STELLARWARE CORPORATION

# PARTICIPATING ADDENDUM

Formal Response  
Mini-bid for TPL Recovery Services  
# RI EOHHS 0001

October 11, 2022 | 4:30 PM (Eastern Time)



**PREPARED FOR**  
State of Rhode Island  
Executive Office of Health & Human Services

**STATE PROCUREMENT CONTACT**  
Malt Stark  
Chief Administrative Officer  
[malt.stark@ehhs.ri.gov](mailto:malt.stark@ehhs.ri.gov)

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**PARTICIPATING ADDENDUM**

**THIRD PARTY LIABILITY SERVICES**

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**Cover Letter**

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**October 11, 2022**

**Matt Stark**  
**Chief Administrative Officer**  
**State of Rhode Island**  
**Executive Office of Health & Human Services**  
**3 West Road, Virks Building, Fourth Floor**  
**Cranston, RI 02920**  
[matt.stark@ohhs.ri.gov](mailto:matt.stark@ohhs.ri.gov)

Re: Request for Participating Addendum (PA) in Response to Mini-bid for TPL Recovery Services – RI EOHHS 0001

Dear Mr. Stark,

Enclosed with this letter is Stellarware's Participating Addendum (PA) in response to the State of Rhode Island's Mini-bid for TPL Recovery Services, as issued and received via email on September 9, 2022. We are very proud of the approach we've developed under the Medicaid Recovery Network (MRN) program, formerly known as the Medical Assistance Intercept (MAIS) program, and the work we've conducted for Rhode Island since its inception. Stellarware achieves excellence and improves efficiency by combining superior customer service with the most advanced Medicaid recovery technologies.

We understand the work to be performed and assure you that our operations will meet and exceed the expectations of the State of Rhode Island. Kindly be advised that Stellarware agrees to all State-specific terms, conditions, and requirements in Mini-bid # RI EOHHS 0001, a copy of which we've included in the Appendix section of this PA, per Mini-bid instruction. Other Appendix items (as prescribed by the State for response) include:

- Vendor Certification Form (Mini-bid Appendix C)
- Supplemental Bidder Attestation (Mini-bid Appendix E)
- General Terms of Purchase (Mini-bid Appendix B)

I certify that, as President of Stellarware Corporation, I am the binding authority responsible for contractually obligating this organization to all statements made, including services and prices, in the Mini-bid. Additionally, I am the person authorized to negotiate the contract on behalf of Stellarware. Lastly, I am the person to be contacted for clarification regarding this Mini-bid. I may be reached as follows:

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George French, President  
Stellarware Corporation  
600 Longwater Drive, Suite 202  
Norwell, MA 02061  
(O) 781-347-3633 | (C) 781-964-6600  
(F) 781-622-9013 | (E) [gfrench@stellarware.com](mailto:gfrench@stellarware.com)

We look forward to the opportunity to continue our work with the State of Rhode Island on this very important project.

Sincerely,

A handwritten signature in blue ink, appearing to read "George French". The signature is fluid and cursive, with a large initial "G" and a long, sweeping underline.

George French  
President



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**Participating Addendum**

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Master Agreement #: 99999-NVP-DCH0000120-0002

Contractor: STELLARWARE CORPORATION

Participating Entity: STATE OF RHODE ISLAND

**Master Agreement Terms and Conditions:**

1. **Scope:** This Participating Addendum covers the Third Party Liability Services Master Agreement led by the State of Georgia for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. All products and services listed on the Contractor page of the NASPO ValuePoint website may be purchased by State of Rhode Island other than:
  - A. **N/A**
2. **Participation:** This NASPO ValuePoint Master Agreement may be used by the Rhode Island Executive Office of Health and Human Services, any state agency, institution of higher education, political subdivision or other entity authorized to use statewide contracts in the State of Rhode Island ("Purchasing Entity"). Purchasing Entities shall have the same rights under the Master Agreement as Participating Entities. Issues of Interpretation and eligibility for participation are solely within the authority of the State of Rhode Island Chief Procurement Official and, if applicable, the State Chief Information Officer.
3. **Primary Contacts:** The following (or their named successors) are the primary contact individuals for this Participating Addendum:

**Contractor**

|                   |                                                                      |
|-------------------|----------------------------------------------------------------------|
| <b>Name:</b>      | George French, President, Stellarware Corporation                    |
| <b>Address:</b>   | 600 Longwater Drive, Suite 202                                       |
| <b>Telephone:</b> | (781) 347-3633 Cell 781-964-6600                                     |
| <b>Fax:</b>       | (781) 622-9013                                                       |
| <b>Email:</b>     | <a href="mailto:gfrench@stellarware.com">gfrench@stellarware.com</a> |

**PARTICIPATING ADDENDUM****THIRD PARTY LIABILITY SERVICES**

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**Participating Entity:**

|                   |  |
|-------------------|--|
| <b>Name:</b>      |  |
| <b>Address:</b>   |  |
| <b>Telephone:</b> |  |
| <b>Fax:</b>       |  |
| <b>Email:</b>     |  |

**4. Modifications to the Master Agreement and Additional Terms and Conditions:**

Changes modifying or supplementing the Master Agreement and any additional terms and conditions, if any, are included as Attachment A to this Participating Addendum, which is hereby incorporated by this reference. These modifications and/or additions apply only to actions and relationships with the State of Rhode Island referenced under Paragraph 2 of this Participating Addendum.

Stellarware does not have any modifications to, or additional terms and conditions for, the Master Agreement at this time.

**5. Statement of Work.** A Statement of Work specific to the State of Rhode Island engagement shall be negotiated and executed by Stellarware and the State of Rhode Island as provided in the Master Agreement. Such Statement of Work shall be incorporated into this Participating Addendum as Attachment B.

**6. Termination of this Participating Addendum:**

**A. Immediate Termination.** The State of Rhode Island may terminate the Participating Addendum for any one or more of the following reasons effective immediately, absolutely, and without advance notice:

- i. In the event Stellarware is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Participating Addendum effective as of the date on which the license or certification is no longer in effect;
- ii. The State of Rhode Island determines that the actions, or failure to act, of Stellarware, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

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- iii. Stellarware fails to comply with confidentiality laws or provisions;
  - iv. Stellarware furnished any statement, representation or certification in connection with the Master Agreement, Participating Addendum, or the bidding process which is materially false, deceptive, incorrect or incomplete;
  - v. If the State of Rhode Island determines that adequate funds are de-appropriated such that the State of Rhode Island cannot fulfill its obligations under the Participating Addendum, which determination is at the State of Rhode Island's sole discretion and shall be conclusive.
- B. Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the State of Rhode Island to declare Stellarware in default of its obligations under this Participating Addendum:
- i. Stellarware fails to deliver or has delivered nonconforming goods or services or fails to perform, to the State of Rhode Island's satisfaction, any material requirement or is in violation of a material provision, including, but without limitation, the express warranties made by Stellarware;
  - ii. The State of Rhode Island determines that satisfactory performance of the Participating Addendum is substantially endangered or that a default is likely to occur;
  - iii. Stellarware fails to make substantial and timely progress toward performance of the Participating Addendum;
  - iv. Stellarware becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Participating Entity reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
  - v. Stellarware has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Participating Addendum;

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- vi. Stellarware has engaged in conduct that has exposed or may expose the State of Rhode Island to liability, as determined in the State of Rhode Island's sole discretion; or
  - vii. Stellarware has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State of Rhode Island or a third party.
- C. **Notice of Default.** If there is a default event caused by Stellarware, the State of Rhode Island shall provide written notice to Stellarware requesting that the breach or noncompliance be remedied within the period of time specified in the State of Rhode Island's written notice to Stellarware. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the State of Rhode Island may:
- i. Immediately terminate the Participating Addendum without additional written notice; and/or
  - ii. Procure substitute goods or services from another source and charge the difference in cost between the Participating Addendum and the substitute contract to the defaulting Contractor; and/or,
  - iii. Enforce the terms and conditions of the Participating Addendum and seek any legal or equitable remedies.
- D. **Termination Upon Notice.** Following thirty (30) days' written notice, the State of Rhode Island may terminate the Participating Addendum without cause, in whole or in part, without the payment of any penalty or incurring any further obligation to Stellarware. Following termination upon notice, Stellarware shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Participating Addendum to the State of Rhode Island up to and including the date of termination.
- E. **Payment Limitation in Event of Termination.** In the event of termination of the Participating Addendum for any reason by the State of Rhode Island, the State of Rhode Island shall pay only those amounts, if any, due and owing to Stellarware for goods and services actually rendered up to and including the date of termination of the Participating Addendum and for which the State of Rhode Island is obligated to pay pursuant to the Participating Addendum or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of Stellarware's claim. This provision in no way limits the remedies available to the State of Rhode Island under the Participating

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Addendum in the event of termination. The State of Rhode Island shall not be liable for any costs incurred by Stellarware in its performance of the Participating Addendum, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Participating Addendum.

F. The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the State of Rhode Island, Stellarware shall:

- i. Cease work under the Participating Addendum and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Participating Addendum, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the State of Rhode Island may require;
- ii. Immediately cease using and return to the State of Rhode Island, any personal property or materials, whether tangible or intangible, provided by the State of Rhode Island to Stellarware;
- iii. Comply with the State of Rhode Island's instructions for the timely transfer of any active files and work product produced by Stellarware under the Participating Addendum;
- iv. Cooperate in good faith with the State of Rhode Island, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- v. Immediately return to the State of Rhode Island any payments made for goods and services that were not delivered or rendered by Stellarware.

7. **Orders:** Any order placed by the State of Rhode Island for a service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order. Unless expressly set forth herein, the Master Agreement referenced at the top of this Participating Addendum is incorporated herein by reference.

{signatures on following page}



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IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

|                                   |                                     |
|-----------------------------------|-------------------------------------|
| Participating Entity:             | Contractor: Stellarware Corporation |
| Signature:<br><i>Ana Novais</i>   | Signature:<br><i>George French</i>  |
| Name:<br><b>Ana P. Novais</b>     | Name: George French                 |
| Title:<br><b>Acting Secretary</b> | Title: President                    |
| Date:<br><i>12/15/2022 (mm)</i>   | Date: November 18, 2022             |

*[Additional signatures may be added if required by the Participating Entity]*

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at [info@naspovaluepoint.org](mailto:info@naspovaluepoint.org).

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org).



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**Attachment A**  
**"Modifications to the Master Agreement and Additional Terms and Conditions"**

N/A

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**Attachment B**  
**"Statement of Work"**

**Rhode Island Executive Office of Health & Human Services (RI EOHHS) "Scope of Work & Requirements" Sourced from "Mini-bid for TPL Recovery Services - RI EOHHS 0001"**  
**Issued on September 9, 2022**

**General Scope of Work**

The Rhode Island Medicaid Insurance Intercept contractor will be responsible to provide, perform and assume the costs for the following services, tasks, systems, and responsibilities:

- Provide state web site design and modifications within the program requirements and those insurers who elect an optional website to manage their matched claims;
- Provide web site development for both the public and secure sites;
- Evaluate and modify sites;
- Provide HTML, JAVA, CGI, Perl coding and any other necessary coding;
- Provide MYSQL programming;
- Host web site;
- Provide a data match of Medicaid eligibility and casualty insurance claims through the Insurance Services Office (ISO) or equivalent;
- Provide all appropriate hardware and software to operate the program services;
- Provide communication, bandwidths, systems monitoring, usage statistics;
- Provide backup systems;
- Upgrade OS/Software;
- Provide web site maintenance and updates;
- Provide monthly Record Storage / Processing Statistics.
- Provide daily database interfacing with other databases defined by the Department
- Provide outreach services to states, jurisdictions, and insurance companies and their associations, and advisory groups;
- Provide online client technical support, customer service, e-mail service, toll free numbers, and automated state invoicing capability;
- Provide an interactive look-up capability for insurers who do not elect to electronically match files with MAIS for the purposes of allowing their input of claimant data for matching purposes.

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- Research state laws for participation;
- Provide training to states, jurisdictions and insurance company employees on how to use the web site;
- Provide initial outreach mailing and periodic compliance mailings to insurers;
- Provide database updates semi-monthly from members downloads;
- Provide daily, weekly, monthly, quarterly and annual management reports to the Department, as defined by Department in online, real time reporting modules, (specifications to be provided by RI after award);
- Provide extracts of activity and information for uploading to state member mainframe systems in formats capable of being accepted by each state system;
- Provide a daily interface of the database with any available insurance claims databases or database(s) of claims available from insurance companies or insurance service organizations, as identified by the Department;
- Compliance monitoring of insurer access on interactive web sites;
- Develop and market all marketing products and services associated with the program;
- Distribute marketing material and assume all associated costs;
- Travel, as required, to various states within the United States to present program workshops and other marketing services to states and insurers;
- Licensing of the all software to Rhode Island;
- Provide Rhode Island with additional state-elected optional services,
- Assure that all security, privacy and confidentiality requirements are met.
- Define performance metrics in cooperation with the State for inclusion in regular reporting

#### **General Program Accountability Safeguards:**

The contractor shall apply recognized industry standards governing security of data and shall comply with all State and Federal laws, data security policies including compliance with Rhode Island Division of Information and Technology policies, and HIPAA requirements, including HITECH Act amendments. The State may require the contractor to sign separate security/data use agreements.

Access to all information shall be protected from unauthorized individuals, including contractor staff. These issues must be included and addressed in the project design.

The contractor shall provide the names and social security numbers of all employees with access to files. All employees identified as having access to the files will be required to sign a state approved confidentiality statement.

#### **Designated Key Personnel:**

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**Project manager:** Designate and include the name of the Project Manager who will be responsible for the day-to-day operations of the contract. The designated Project Manager shall be responsible for handling all problems and issues identified during the contract period. The contractor shall propose only one candidate for the position of Project Manager. The Project Manager's position shall be assigned to the project on a full time basis, and manage the daily operations of contract staff, work with the insurer community and other state and federal departments and agencies in providing support and outreach and be responsible for establishing and enforcing quality assurance standards for the project. The Project Manager must possess at a minimum: Three years of experience in operational project management, including direct management and supervisory responsibility; and experience in development of a medium to large scale data processing or other technical project and in handling customer service inquiries and electronic data interfacing functions. The Project Manager shall be tasked with hiring additional staff as required to support users, implement computer network security protocols, enhance the system's performance and efficiency and have extensive knowledge of the networks utilized.

**Scope Bid Requirements:****1. Web Sites:** Four types of web sites for insurance claim processing are required.

- **Public Web Site:** Current web site RI MAIS.com
  - Customized for State
  - Provides information to the general public, to attorneys and to insurance company researchers
- **Look Up / Secure Site**
  - Insurance users / attorneys may interactively look up pending settlement claimants
  - Insurance companies / attorneys may interactively review matched case information
- **Administrative Secure Module**
  - The site to provide the state with a secure on-line web site to track and monitor Medicaid recipients that have matched insurance claimants. In addition, the secure administrative site provides all contact information for each matched case. Site shall provide management capability to track worker activities.
  - Option: State Medicaid workers may generate customized notices and documents from the insurance intercept Internet site. These documents may be printed for service of process, liens and sent via fax or email to insurance adjusters or attorneys directly from web site. (State may prefer to utilize its own statewide automated system to produce these notices and documents).

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- Secure site for State staff users;
- State users shall be granted access via Registration process current site - <https://rimais.com/login.html#lookup>
- Purpose:
  - Review / track matched claims
  - E-Dashboard – match status – load statistics – historical
  - Reports Module
  - Activities – set follow-up / monitor tasks
  - Medicaid notice and Document creation and printing
  - Maintenance of Medicaid information for completing Document forms
  - Secure upload for Medicaid recipient information
  - Generate a file extract to update the state Medicaid system
  - Provide e-mail communication to the insurance company
  - Provide insurance company contact information
- The site to provide the State of Rhode Island and the State’s contractor with a secure online web site to track and monitor the activity and their Medicaid recipients that have matched insurance claimants. In addition, this secure administrative site shall provide various tables and charts of statistical data and provide for an online, real-time status of claims.
  - Purpose to review and track:
    - Registrations
    - Matches module
    - Activities
    - Insurance companies participating
    - State members and company contacts
    - System users
    - Invoice preparation and history
    - Outreach activities
    - Reports
    - Enhancements requested
    - Live help contacts
    - New claims added, deleted
    - Claims investigations
    - Reviewed, verified and released claims
    - Liened claims
    - Closed claims
    - Total claims
    - Total collections

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- Outstanding Liens
  - Reports module
  - Collections (MTD) (YTD) (LTD)
  - Potential Collections
  - Liens
  - On-line Lookups
  - Match Statistics
- The contractor's proposed system must be fully operational in a production environment for all Medicaid claims matching within up to sixty (60) days from the contract start date.

#### **2. Electronic Files**

The file layout for the Medicaid recipient electronic file is found in the Appendix D of this document.

Insurance Claim / Claimant information must be made available to merge into online documents and forms and/or for download into a state's automated statewide system.

#### **3. Production Activity**

- File Updates
- State updates Medicaid recipient electronic file updates daily
- Customer Service
- Contractor to provide customer service to insurance / attorney users and state users
- Outreach to insurance industry and attorneys
- Continued support for user community to be provided by contractor
- State provides customer service for Medicaid case related questions
- System must automatically tracks searches
- Interactive Look Ups
- System must automatically email Notice of Matches to State designated contact(s)
- System must automatically email match information to insurance companies / attorneys
- Automated Matches
- System must provide daily automated match processing results
- Matching occurs on key data elements (SSN, Name + Date of Birth and/or Name + Address).
- System must automatically email Notice of Matches to State designated contact(s) and also provide claim match information on a state's customized web site for state staff access and activity.
- State manages the enforcement / collection process after match



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- Web site shall display information on matched cases to State users
  - Interactive matches
  - Automated matches
  - Sorts facilitate working matches
  - Statistics and reports
  - System to create lien documents to notify insurance companies.
  - System shall provide customized documents
  - Electronic file update to State system

#### **4. Medicaid Recipient File Requirements and Checklist (See Appendix D. for additional documentation)**

- State shall supply the contractor with an electronic file of Medicaid recipient who will be matched against pending personal injury and workers compensation insurance settlement claimants.
- During a state's Implementation Phase, the state will create a small test file to test the format and process for supplying data to the contractor. After successful testing, the state will provide an updated file daily of Medicaid recipient to the contractor.
- Transmitting Files – Must be able to transmit and accept files in these formats:
  - SFTP
  - File Upload to secure website
- Contractor shall provide a File Transmittal Schedule for state annotating the frequency of the file transmittals each day and to provide the monitoring for compliance with the schedule.

#### **5. CASE Electronic File Requirements**

The file should be in the format identified below. (See Appendix D for additional documentation)

- As much information as possible increases the quality of the matches: critical fields include Name, Address, SSN, and date of birth.
- SSN is REQUIRED; rows without an SSN will error off the load.
- The database stores one record per Medicaid recipient.
- State determines the threshold arrears amount for lien issuance in the file.

#### **Optional fields:**

- Additional information may be provided in the filler area;
- Identify in a file layout with purpose, size etc.
- Lien Documents:

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- States may choose to create lien documents from the state's secure Administrative web site.
  - Inclusion of optional information like Case ID and Member ID streamline the merge and production of these documents.
- Match Results:
  - At the state's option, an electronic file of match results may be returned to the state.
  - If certain state identifying information would aid the state in that process, it may be added to this file for the returning results file.

#### **File Naming Convention:**

- The electronic file name will be determined by state.

#### **6. Outreach Required**

Performing outreach services to insurance companies and attorneys to explain the data match intercept systems is a key component of the success of the system. The contractor will be required to assist the State in communicating the mandatory statutory requirement to participate in the MAIS insurance intercept program. The current Rhode Island Intercept program has almost 1,100 insurance companies participating and over 350 attorneys. The successful vendor will provide sample Outreach Materials to Insurers and States for the state's review and approval prior to use.

#### **7. Performance Metrics and Reporting**

The successful vendor will provide a proposal for performance metrics and reporting for the state's review and approval prior to use.

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### **Stellarware Corporation's Response to RI EOHHS' "Scope of Work & Requirements"**

#### **1. Financial Considerations such as Maximum Compensation Amount, Invoicing, Terms and Payment terms**

Stellarware provides the Rhode Island Executive Office of Health & Human Services with a monthly invoice submitted via email to [doa.invoices@doa.ri.gov](mailto:doa.invoices@doa.ri.gov). The document displays the specific invoice number, Stellarware's Tax ID, and purchase order number. The invoice also states that payment is due within 30 days of the date of invoice.



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Current invoicing includes:

- Monthly list of Notices generated & sent
- Month List of Lien Notices sent
- Overall Monthly Lien Amount
- Collections PDF including current month's collections and overall FY collections
- Total Charges

The initial contract period will approximately begin on 9/30/22 for an initial term of three (3) years. Contracts may be renewed for up to two (2) additional 12-month periods based on vendor performance and the availability of funds. The following is a fee schedule based upon that time period:

### **Proposed Cost for Services Requested In Mini Bid Statement of Work Service Area 1- Third Party Liability (TPL) Services**

Stellarware owns, operates, and maintains the Medicaid Recovery Network, formerly the Medical Assistance Intercept System (MAIS), which has proven to identify first party payers involved with tort cases much earlier in the claim lifecycle [when compared to other solutions], thereby significantly reducing the need to implement alternative 'pay and chase' recovery methods.

| Description | Year 1 | Year 2 | Year 3 | Option Year 1 | Option Year 2 |
|-------------|--------|--------|--------|---------------|---------------|
|             |        |        |        |               |               |
|             |        |        |        |               |               |
|             |        |        |        |               |               |

### **Proposed Cost for Additional [Optional] Services**

*Utilizing the Master Agreement via NASPO that Stellarware already has in place, we will work with Rhode Island Medicaid to provide and negotiate costs for any additional solutions, taking into consideration current processes as well as specific volumes. Such costs are NOT included in the TPL Services table above since more information is needed in order to provide accurate cost projections.*

## **2. Schedule of Events**

As the state's existing Contractor, and the exclusive owner and proprietor of the Medicaid Recovery Network (MRN) system, Stellarware will continue to provide uninterrupted services to, and continued partnership with, the State of Rhode Island. The State will not require the onboarding or implementation time that would otherwise be required with other contractors, as the unique MRN website, platform, and staff is already in place. Stellarware is a trusted partner and uniquely qualified to continue to support Rhode Island's TPL program as the only vendor that can ensure the program will remain operational with

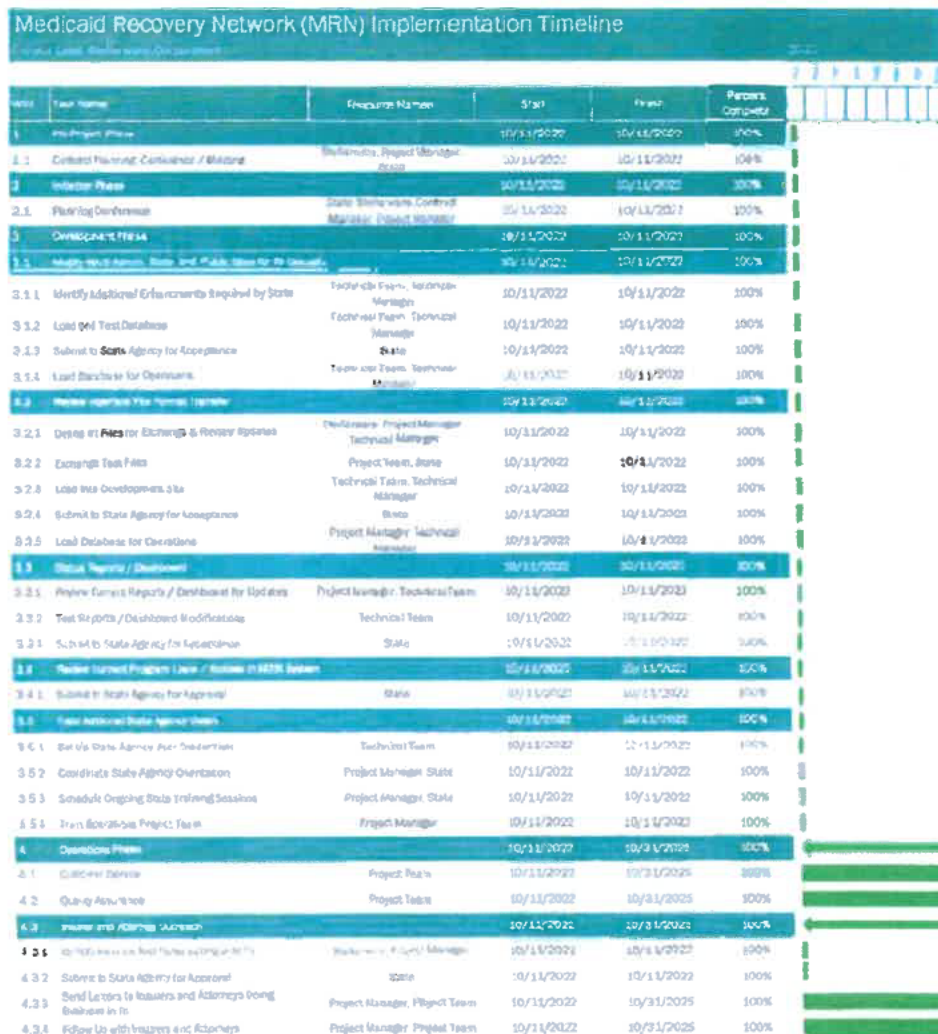
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zero downtime. As the sole contractor with proprietary established interfaces, data matching processes with national claim data banks, and secure interactive web solutions, Stellarware is prepared to be live for the State of Rhode Island with this project on the day of award, as demonstrated by the following implementation plan in GANTT chart format.





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### **3. Milestones and deliverables**

Stellarware is the only Contractor able to operate the proprietary Medicaid Recovery Network (MRN), formerly the Medical Assistance Intercept System (MAIS), with a fully developed, functional automated web-based system, and experienced support staff at the time of proposal submission. Stellarware offers an advanced business model that overcomes challenges present in alternative methods and processes that are based on outdated technology, and require significant manual tasks which can be cumbersome, ineffective, time consuming and often unsuccessful. The Stellarware MRN program serves Rhode Island Medicaid by creating an environment that identifies and expedites the claims process, fosters communication, and most importantly, improves compliance.

Since the platform and services are currently in place, key deliverables will continue between Rhode Island leadership and TPL staff including, but not limited to:

- Daily tracking of metrics including number of notices, number of liens, lien value, and collections
- Monthly Reporting including overall FY lien totals and collections
- Project goals

Stellarware consistently requests and encourages state feedback on the MRN system and continuously works with the state on recommended project improvements as seen through program trends, and analytics year over year. We will continue our robust tracking of the MRN system metrics to proactively provide thoughtful and productive enhancements. For any services or activities outside of Attachment B [mini bid SOW], Stellarware will customize / develop an implementation plan accordingly.

### **4. Testing and Acceptance Requirements**

Stellarware prides itself on our continuous communication with state agencies, and robust testing while implementing technical solutions that lead the industry. However, as the State's current contractor for TPL recoveries, the State will not need to plan for testing and acceptance requirements related to the implementation of the MRN solution as it is currently operational.

Should any future enhancements or upgrades be required by the State, Stellarware will continue to utilize our robust tracking software (JIRA), which includes testing and acceptance requirements outlined further within this section.

As we do currently for all testing, Stellarware will provide the State agency with credentials to access the testing and production administrative website and will also set up ongoing training sessions with State users until they feel comfortable navigating these sites. Stellarware's project team members will also be made available at any time to field user related questions. Each State user, currently has, and will have an individualized login ID and password that is unique to the State website.



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Stellarware utilizes a comprehensive requirement tracking software, JIRA, for controlling operational and technical project tasks and changes. JIRA will be programmed to track all requirements and related design, configuration, testing, and certification artifacts. The MRN project lead will be responsible for logging any changes or modifications into JIRA, which will then be given an assigned issue number. The project lead will work with our technical programmers on integration testing until changes have been accepted and merged into the production environment. All approved changes will tether back to the JIRA issue from which each originated, providing an extensive record of all updates and additions to the system.

The testing process begins with the Project Manager or Lead inputting an issue into JIRA which then allows all authorized users, including Stellarware's testing lead(s), to view, review, prioritize, follow, and monitor any activity related to the problem. Once entered, issues are assigned by the development team leads, and the system then notifies the assigned users and testing leads of any changes made through development, and vice versa. Stellarware's established workflow and procedures allow management to effectively record, resolve, track, communicate, and archive all testing activity. Utilizing JIRA allows us to easily coordinate with state agencies to ensure procedures are documented. Here is an overview of the issue stages that testing leads go through once an issue has been placed in JIRA:

- **Queued** – Issue has been entered by a Project Manager but not yet assigned to a Programmer.
- **Assigned** – Issue has been assigned to a Programmer. During this phase, the Programmer is reviewing the requirement(s) and breaking it down into sub-tasks, if required.
- **In-Progress** – At this stage programming begins for each sub-task.
- **Review** – A second programmer is reviewing the code.
- **Ready for UAT** – Signals to the Testing Lead that the programmer review process has been completed.
- **UAT** – Technical team has pushed the issue into UAT for the Testing Lead to complete the user acceptance testing process.
- **Debugging** – A problem was discovered during UAT by the Testing Lead.
- **Accepted** – The issue has been accepted by the Testing Lead after rigorous testing.

All accepted issues can be reviewed and linked back to the original change request at any point in time, even after the issue has been closed and changes are merged into our production environment.

**5. Warranties**

Stellarware and its agile workforce team will continue to apply requested changes to the MRN system in an expeditious manner, as needed throughout the term of the contract. Stellarware prides itself on our ability to establish flexible protocols and deploy improvements rapidly. JIRA is used in implementing any modifications to the system or process.

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Stellarware will work with the State agency and the designated Systems Integrator if data quality issues arise and shall assist in remediating any issues. Stellarware has set a top-quality standard for Medicaid recoveries and data maintenance, which our projects have greatly benefited from. Should data quality issues arise, our experienced team is able to quickly respond and investigate those issues and work with designated staff to ensure that all data quality issues are managed and remediated in a consistent and efficient manner.

**6. Service Level Agreements/Performance Guarantees****INTRODUCTION**

Stellarware Corporation has extensive experience in providing services and systems for the recovery of medical costs for Medicaid, as well as arrears for child support, from personal injury and workers' compensation payments. As the sole contractor with established interfaces, data matching processes with national claim data banks, and secure interactive web solutions, Stellarware is uniquely qualified to provide services to the State of Rhode Island on this project on the date of contract award. We are the only contractor with access to the proprietary, fully developed, and functional automated web-based system, the Medicaid Recovery Network, formerly the Medical Assistance Intercept System (MAIS), with experienced support staff services which makes us uniquely qualified to provide daily data matching and other related services at the time of proposal submission.

Stellarware has replaced the previous, outdated highly manual recoveries process by providing services through our proprietary secure, web-based solution that enables the Rhode Island Medicaid unit to handle maximum claim volumes and increase the collections percentage on liens by four to five times. Prior to the introduction of MRN, the Rhode Island collection percentage on liens was 10% - 15%. The life to date lien to collection percentage using MRN is currently at 53%. Since late 2012, the Stellarware MRN program has processed over 280,000 matches, sent out more than 115,000 Medicaid recipient notifications, and generated over 3,400 liens worth over \$31.5 million.

Stellarware also offers a wealth of experience in developing innovative and effective web-based solutions for both front-end and back-end processing. Serving state governments for well over (20) years, we continuously introduce cutting-edge technology and workflows that transform the way work is done. In addition to MRN, and CSLN, Stellarware operates New Hire Reporting programs for the States of Georgia, Indiana, Mississippi, Nebraska, New Jersey, New Mexico, North Carolina, Rhode Island, Tennessee, Virginia, and Wisconsin, as well as the District of Columbia. Taking advantage of Stellarware's innovative processes, commitment to relationships, and comprehensive outreach modules makes Stellarware the clear choice to build partnership platforms with the employer communities we serve. We are proud of our innovative approach, outstanding customer service, and low error rates on data entry.

Stellarware is also extremely proud of its design and management of the Child Support Lien Network (CSLN), currently with 30 state members and almost 2,000 insurance members participating, matching of



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millions of delinquent child support obligor records to millions of insurance claim settlements. A long-standing partner with Rhode Island as the host state for this program, Stellarware has worked with the RI Office of Child Support Services since 1999 to help member states collect over \$2.2 billion in past-due child support. The CSLN life insurance matching, real property, and FIDM programs have additionally resulted in millions of dollars in child support collections for families nationwide. Recently, Stellarware developed a Lump Sum Payment Module to intercept lump sum income such as merit bonuses, holiday bonuses, severance payments and other income-based payments from employers.

The Stellarware MRN solution currently operating in Rhode Island is mirrored after our Child Support Lien Network (CSLN) program and has directly benefitted from the strong relationship Stellarware developed with the insurance industry through CSLN. Stellarware worked with representatives from Rhode Island's Executive Office of Health & Human Services (EOHHS) and the insurance industry to draft the "Medical Assistance Intercept Act" legislation while providing guidance and creating a solution that would allow the insurance industry and EOHHS to create a program that would be mutually beneficial. In July 2012, the legislation passed, and thereafter, Stellarware designed and developed the 'MAIS solution' now known as the 'MRN solution,' expediting the program's introduction and launch in October 2012. Stellarware provides data matching and related services currently to both Texas and Rhode Island through this exclusive, propriety web-based solution and most recent award with the state of Wisconsin. In order to provide these services and successful results to RI, any other contractor would have to develop their own automated data match web-based solution.

Stellarware has years of experience working with and protecting sensitive information. Our staff fully comprehends this responsibility and is required to sign confidentiality statements and adhere to strict standards and controls. Our ability to successfully complement huge computer systems by extending their life through the design and implementation of user-friendly, internet solutions is one of our most attractive corporate expertise areas. Our ability to provide government managers with an e-dashboard of online options to get real-time, customized reports and statuses makes our already attractive products that much more valuable.

Stellarware can enhance all the components of a successful project, including insurance company outreach, communications, hardware, operating procedures, data, and software. Our advanced technology coupled with our well-qualified, experienced in-house staff guarantee fast, accurate, and compliant results. Stellarware creates and maintains all our systems internally. Since we have established an effective technology system, which is already in place for the RI MRN program, the risks associated with a new start up or transition are eliminated.

Another feature that sets Stellarware apart in the TPL arena is our current, high functioning, and state-of-the-art, web-based solution that includes real-time dashboards. This is an interactive system that allows insurers and attorneys to ask questions twenty-four (24) hours a day, seven (7) days a week, and allows EOHHS staff to have a macro or micro view of the project. If requested, an EOHHS staff member can view individual matched claims, as well as individual liens that are in the queue for follow up, 24/7. EOHHS staff



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can also view all case notes and documentation provided by our operations staff.

Stellarware has set a superior standard in the Medicaid recovery business. MRN is a web-based approach that maintains a complete Medicaid recipient profile and delivers an effective, two-way communication channel. It provides registered State users access to insurance claim information as well as customized reports that can be generated upon request. State staff can also send documents to stakeholders and add comments for insurers and attorneys through the system. Insurers and attorneys can take advantage of the system by registering for an account, and search for claimants electronically through our interactive lookup site. Upon submitting information electronically, the insurer or attorney automatically receives a submission confirmation for their records.

In addition to the secure website, Stellarware has introduced comprehensive outreach modules for its projects. Stellarware is committed to increasing compliance and data matching, so we focus primarily on claims processing and outreach. These modules allow our project teams to develop and perform outreach campaigns on various criteria, such as compliance or follow-up. All outreach activity is tracked in the system with a date and time stamp as well as the name of our staff member working with the insurer or attorney. All data and notes are associated with the matched claim for future reference.

Stellarware has set a top-quality standard for Medicaid recoveries and data maintenance, which our projects have greatly benefited from. By providing advanced yet user-friendly solutions, we have made it easier for insurers and attorneys to fulfill their reporting requirements and more effective for the State to access matched claim information.

Stellarware is primarily a leader in developing and expanding public/private partnerships as evidenced by CSLN, a successful collaboration between the insurance industry and various state child support agencies. Our commitment to customer satisfaction and technical expertise consistently delivers value to all involved. From designing and developing automated systems for electronic data matching, locating persons, discovering assets, and providing project management and operations oversight, Stellarware continues to successfully combine professional personal customer service with innovative web technologies.

Stellarware's involvement with the MAIS legislation and our development of the MRN solution to effectively implement that legislation, and long-term operation and management of the revolutionary MAIS (now MRN) RI program makes us the perfect candidate for continuing the management, enhancement, and continuous improvement of this already successful Medicaid recoveries program.

We believe that our advanced technologies and passion for innovation make us the best choice to continue providing services to EOHHS through the operation of the Stellarware Medicaid Recovery Network.

## **PARTICIPATING ADDENDUM**



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#### **CLIENT REFERENCES**

Stellarware Corporation has become an innovative leader over the years through its high-level operation of the Medicaid Recovery Network, multiple New Hire Reporting registries, and the Child Support Lien Network. The quality of our contribution is demonstrated through the contract extensions that have been awarded and the level of satisfaction expressed by the clients that we serve.

Below please find a list of three (3) client references from contracts performed by Stellarware as the prime vendor:

#### **Project: Child Support Lien Network (CSLN)**

**Customer:** Rhode Island Department of Human Services, Office of Child Support Services

**Contact:** Frank DiBiase , Associate Director DHS-OCSS 77 Dorrance Street  
Providence, RI 02903

**Email:** [Frank.DiBiase@dhs.ri.gov](mailto:Frank.DiBiase@dhs.ri.gov) **Phone:** 401-458-4412

**Project Description:** Hosted by the State of Rhode Island, the Child Support Lien Network aggregates the delinquent child support obligor data currently from thirty (30) states and compares that data against personal injury and workers' compensation insurance claims from almost 2,000 insurers for the purpose of identifying settlements which may be liened and seized for outstanding child support arrearages. Stellarware designed and built the system for use by states, to support and monitor this process. CSLN has a public website with custom sub-sites for each participating state, a secure interactive lookup site where insurance companies can research individual claims, and a secure extranet where CSLN and state staff may review and process claim matches. The secure extranet processes feeds from outside agencies listing potential matches of insurance claims to delinquent obligors, tracking investigation activity regarding claims and liens, and auto generating the appropriate state lien forms and paperwork. Stellarware also developed a CSLN Management Reporting Facility for staff to create and review reports on data, current activity, and CSLN performance. CSLN is a transaction-based system and there is no cost to the states for system automation or operation of our proprietary solution. Stellarware has a customer service team of eighteen (18) representatives that service states across the country. The CSLN system has been cited and recommended by the U.S. Department of Health and Human Services, federal Office of Child Support Enforcement as "a Best Practice of 2001" and received federal system certification in 2003 as an alternative FIDM enforcement technology system.

**Dates of Service:** April 1999 – Present

#### **Project: Medicaid Recovery Network**

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Customer: Texas Health & Human Services Commission, Office of Inspector General

Contact: Owen Wheeler, Manager, Third Party Recoveries

Email: [owen.wheeler@hhs.texas.gov](mailto:owen.wheeler@hhs.texas.gov)

Phone: 737-529-1968

**Project Description:** In December 2018, Stellarware contracted with the State of Texas to operate Medicaid Third-Party liability recoveries. Stellarware has an MRN team of seven (7) representatives that service multiple MRN states using our proprietary system. Like our other projects, the MRN solution utilizes our unique web-based system to maintain insurer and attorney profiles, process insurance claims, and provide real-time statistics about the success of the program. Stellarware emphasizes a quality customer service and works closely with Texas to ensure that service is consistent and reliable. Since acquiring the project, Stellarware has stored over 8.4 million recipients in our database and has processed over 920,000 matches for Texas.

**Dates of Service:** December 2018- Present

### **Project: New Hire Reporting**

Customer: Family Assistance and Child Support Contract Management Unit

Contact: Krista Gray, Director E. Washington Ave., Rm. E300

James K. Polk Building, 16<sup>th</sup> Floor

505 Deaderick Street

Nashville, TN 37243

Office: 615-313-4742

[Krista.Gray@TN.gov](mailto:Krista.Gray@TN.gov)

**Project Description:** Stellarware was awarded the contract to operate the Tennessee New Hire Reporting project in January 2020. Stellarware has a new hire representative team of twelve (12) people that service multiple new hire projects using our proprietary system. All new hire projects are transaction based and there is no cost to states for use, operation, or maintenance of our proprietary solution. Stellarware worked with Tennessee to effectively transition the project and implement Stellarware's innovative solutions including an Employer Registry, a comprehensive Outreach Module, and convenient electronic reporting methods.

**Contract Award Date:** January 2020 – Present





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### **SERVICES**

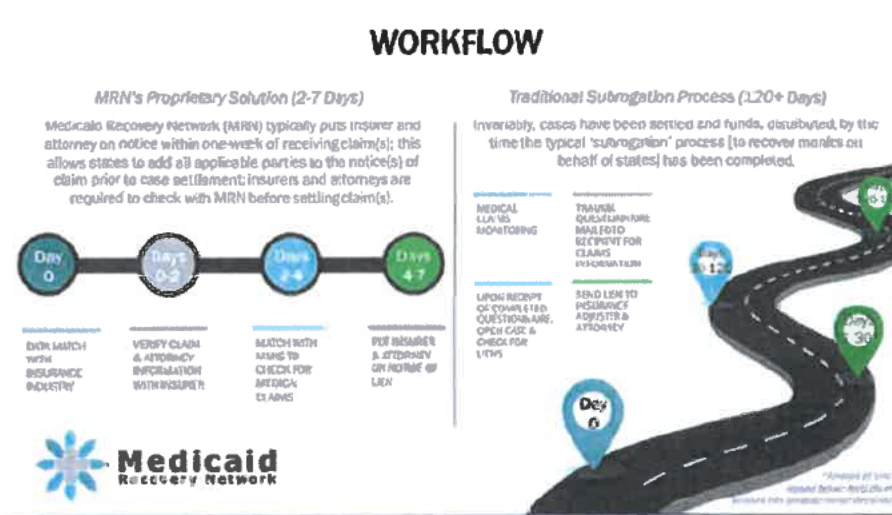
#### **Service Area 1 – Third Party Liability (TPL) Services**

The Medicaid Recovery Network provides a proprietary platform to identify Medicaid Recipients [daily] involved in personal injury or workers' compensation claims so that payouts can be monitored and recouped prior to settlement. One of the problems that states often encounter today is how long it takes for all relevant parties to become aware of a Medicaid recipient's involvement in an insurance claim. For many TPL agencies, the onus is on the recipient to complete a Trauma Questionnaire detailing the timing and nature of their claim, a process that is time consuming, unreliable, and oftentimes unsuccessful. And once a claim has been paid, it is incredibly difficult to "chase" those dollars for recoupment. In comparison, MRN matches with the insurance industry daily, alerting all involved parties of a Medicaid recipient's involvement at the outset of the claims lifecycle. This eliminates the need for a Trauma Questionnaire and allows for monitoring throughout the claim's lifecycle. This early communication and notification, provides all parties (state, insurer, attorney, and recipient), with details of the match and resulting settlement to ensure the medical costs are paid by the correct coverage.

Once we receive the file of daily claims matches, our team performs a quality assurance (QA) process on every match to ensure the claims are open/active and have accurate adjuster and attorney (if applicable) contact information. In comparison to the 120+ day timeline of the traditional approach, which involves monitoring medical claims and relying on the recipient trauma questionnaires, the MRN program takes only 2-7 days from match, to QA, to issuance of lien or notice of subrogation document. In Rhode Island, MRN sends a 'Notice of Subrogation' on every open insurance match which puts insurers and attorneys on notice of the Medicaid recipient's involvement in the accident. The notice requires the insurer or attorney to check back with MRN prior to settlement to see if any medical bills were paid. Medical bills are updated and evaluated on a continuous basis by MRN staff. A portion of the liens sent out each month do not have medicals associated with them at the time of origination. However, more than 50% of those liens will accumulate claims over time, which ultimately results in collections for the State. Putting insurers and attorneys on notice early in the claims lifecycle with a mandate to check on lien status prior to settlement eliminates the potential loss of recoupment dollars and is a key reason for the success of the MRN.

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Stellarware's proprietary MRN program replaces the outdated recoveries process with a secure, web-based solution that allows Rhode Island to handle maximum claim volumes and increase and improve the identification and collections percentage on liens. Before MRN was implemented in Rhode Island, the State was collecting at a 10-15% recovery rate on liens. Rhode Island is now operating with a lien to collection percentage of 53%, with SFY 21 collections percentage increasing to 63%. Additionally, 90% of all recoveries collect at a rate of 100% of lien value since Rhode Island TPL staff no longer have to spend time on identifying claims, and all parties are notified at the very beginning of the process. In just three (3) years of MRN participation, Texas has been able to eliminate the use of trauma notice questionnaires entirely and is pursuing (on average) 80% of the MRN matches provided to the State by issuing a notice to the insurer and / or attorney.

Stellarware immediately initiates a case file upon the match / lead, which most commonly is received through the daily insurance data matching process or through our interactive online lookup feature located on the MRN public website. Once the case file is initiated, all documentation, notes, recovery information/activities, contact information, and anything else pertinent to the case is tracked within the MRN system and accessible by MRN staff as well as designated state users. The interactive lookup feature requires insurance adjusters and attorneys to register for access to our website (a process that typically takes 24 hours), and once approved, allows them to search for Medicaid recipients in real-time by entering the recipient's SSN or last name and date of birth. If a claimant is not a Medicaid recipient, the user will receive an email with a confirmation number stating the results of the search. If the claimant is a Medicaid recipient, the MRN system will automatically establish a case.



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**Components of a Successful Medicaid Recovery System**



The following are the core components or “modules” of the Medicaid Recovery Network (MRN).

Starting with the ‘Claims Module’ at the top center of the corresponding graphic and moving in a clockwise fashion, are descriptions for each component:

**Claims Module** – The Claims Module captures information received from the insurance industry including information on the claimant, the alleged injury, and the types of insurance and coverage involved.

**Recipient Module** – The Recipient Module is a repository comprised of recipient information imported from states’ eligibility files and includes recipients’ names, SSNs, DOBs, and addresses. It also captures and displays eligibility dates while tracking whether recipients are on a managed care plan or any other type of program.

**Medical Claims Module** – Medical claims received from state MMIS files are imported into this Module.

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Medical review experts analyze recipients' paid claims history when determining whether there are any medicals relating to a casualty claim. Our team utilizes specialized functionalities such as claims filtering, lien previews, Google searches, column sorting, etc. to thoroughly analyze all available data prior to making determinations.

**Offline Claims Module** – The Offline Claims Module gives MRN and / or State users the capability to manually upload medical claims whenever needed. While this functionality is strictly used as a backup procedure, it is an integral component to our wholistic approach.

**Companies Module** – Our Companies Module displays relevant and pertinent contact information for insurance companies involved with a claim.

**Contacts Module** – The MRN Contacts Module is a repository of insurance adjuster contact information and includes data such as mailing addresses, valid phone numbers, valid fax numbers, current email addresses, and associated communication preferences. MRN and / or State users update this information regularly and have the option of leveraging this Module to assign cases to existing adjusters stored within the system, or add new adjusters as needed.

**Attorney Module** – The Attorney Module, much like the Contacts Module, is a repository of attorney information including office / practice names, mailing addresses, valid phone numbers, valid fax numbers, current email addresses, and associated communication preferences. MRN and / or State users can enter new attorney information or assign cases to existing attorneys within system, using this Module. MRN links to Rhode Island's bar associations so that users can look up attorneys registered within the state.

**Documents Module** – Our robust Documents Module allows MRN and / or State users to generate, send, and track all case related documents, from start to finish. The Documents Module captures who generated the document, where they sent it, and whether the intended recipient received, opened, or viewed the correspondence. This Module is pre-programmed to include a variety of both standard documents and dynamic PDFs such as notices of subrogation, liens, and reduction forms.

**Notes Module** – The Notes Module allows users to record and maintain important or otherwise consequential details on cases while tracking who entered the information and when (with automatic date and time stamping). Additionally, MRN and / or State users can update attachments (e.g., reduction notices) generated by fax or email and store the updated attachments with the corresponding claim information. Various access levels also provide controls over those granted permissions to add notes versus those granted permissions with read-only access.

**Activities Module** – MRN and / or State users can use this Module to schedule future activities or tasks on a given claim. Users can select the activity type from a dropdown menu, input the date the activity is due, and assign the activity to another contact. Users can also add notes to the activity and close the activity once it has been completed. Notes within the Activities Module can be set so that they are visible



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to all parties or only to internal operational team members.

**History Module** – The History Module of the MRN system categorizes every case by status and continues to track case history throughout the claim life cycle. All details pertaining to a claim are still viewable by MRN and / or State users, just like with any other open claim. The MRN solution tracks full claim history, including status changes, the users that initiated and completed the changes, and the dates and times changes were made.

**Collections Module** – Our Collections Module allows users to track collections by inputting collection amounts, dates, and reasons. Our system also tracks original and subsequent collection metadata, like the user who entered the information and the date and time the information was entered or changed.

Since MRN loads the matched claims information daily, we can put the insurer and attorney on notice of a Medicaid recipient much earlier in the claim life cycle than is usually possible. Insurers welcome the up-front notification of a Medicaid recipient early in the case process and before case settlement, as it inevitably results in faster and less complicated subrogation recoveries. Claims that are settled prior to the identification of a Medicaid recipient result in dramatically reduced recoveries, versus the early identification of MRN which significantly boosts recoveries for our state clients.

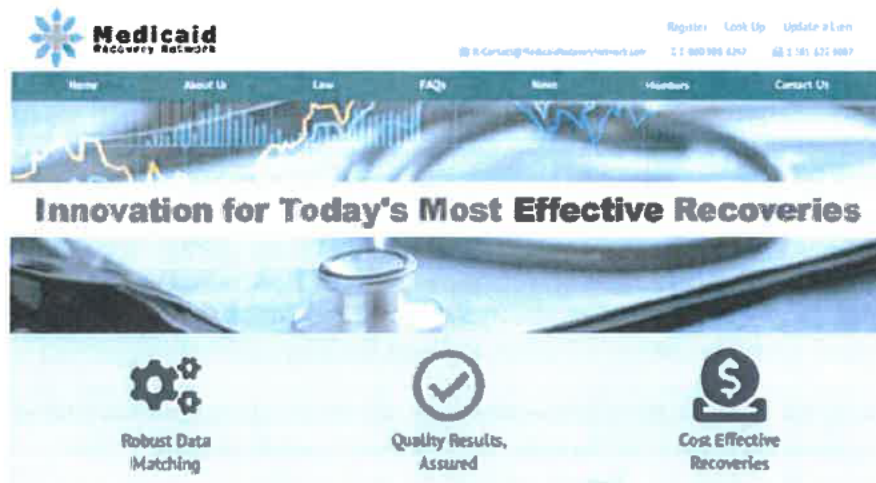
As previously stated, the MRN portal provides daily matches of Medicaid recipients with the insurance industry's personal injury and workers' compensation claims. MRN generates, sends, and tracks state customized documents on all open insurance leads directly from the system, regardless of what phase the claim is in. The MRN platform can track all matched claims, identify status, and maintain all correspondence received from the insurance company and attorney indicating that the case has entered litigation. MRN can create alerts or notifications for the state advising them when a case has entered litigation status, monitor, and update the status as the case proceeds, and provide this information to the state directly through MRN or its reports so that the state can meticulously monitor these cases.

### **Public Website**

Stellarware has designed and implemented a public website to provide stakeholders and visitors with more information about the Medicaid Recovery Network. The Internet homepage for MRN is accessible by the public via <https://medicaidrecoverynetwork.com> or directly at <https://medicaidrecoverynetwork.com/mrn/RI/website/>. The RI MRN homepage provides access to the latest information on the current project, state rules and regulations, frequently asked questions, news, contact information, and more. Below is a sample screenshot of the homepage.

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### **Interactive Online Lookup**

With a focus on shortening the turnaround time needed to search for critical information, Stellarware has created an interactive lookup feature that is available to registered users of the MRN website. By accessing this feature, insurance adjusters and attorneys may search for Rhode Island Medicaid recipients by entering the recipient's Social Security Number or their last name and date of birth as seen below:

## **Lookup: Search the MRN Database**

Social Security Number

Last Name

Date of Birth (mm/dd/yyyy)

Claim Number

Date of Loss (mm/dd/yyyy)

### **Basic Instructions**

You may search the MRN Database in one of two ways.

1. Social Security Number
2. First 5 characters of the Last Name and the Date of Birth

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Within seconds of hitting the 'Lookup' button, the system will instantly let the user know whether the searched person (claimant) is a Medicaid recipient. If the person is not on Medicaid, the user will receive a confirmation lookup number for the search as well as a confirmation email with a summary of their results.

If the claimant is on Medicaid, the user continues to the next screen where they are prompted to complete the insurance adjuster's contact information, attorney information if available, and a brief description of the alleged injury. Once those details are submitted, a match is created, and MRN will begin to process the match. The user and attorney, if provided, will receive a document within 2-3 business days that indicates whether or not the State holds a lien on the claim.

In Fiscal Year (YTD) 2022, there were 9,167 failed searches performed through the interactive lookup. This means over 9,000 searches resulted in the discovery that the insurance claimant was not a Medicaid recipient. Prior to the lookup system, these requests took the form of phone calls from attorneys, or insurers manually requesting the information from State staff. On average it took the State about thirty (30) days to respond to these requests which included researching the claim manually, returning calls, editing word documents, and mailing or faxing the material. The MRN system can obtain this information within seconds with an email search confirmation that follows. The MRN solution not only provides notices and liens to the appropriate parties but also saves the State time and resources from responding to inquiries that will likely never result in a collection. Stellarware's exclusive MRN web-based solution offers Rhode Island a unique opportunity to continue providing the State and stakeholders with our innovative platform while other vendors will require a project restart to develop a web-based data match solution, or the above lengthy cumbersome manual process will likely be utilized resulting in less claims being discovered processed and collected.

**Data Matching**

Stellarware receives an eligibility file of active Medicaid recipients in Rhode Island daily. The MRN system currently houses over 638,000 Medicaid recipients including 271,000 inactive recipients that were once active and on Medicaid at one point in time. This file is loaded into our system and is automatically matched with a national claims database of over 1.4 billion insurance claims to match every single Medicaid recipient against individuals with open personal injury or workers' compensation claims. Stellarware is the only vendor with access to this data match because of a long-term collaboration with the insurance industry. The databank matches against four critical elements that are provided by the State's eligibility file, including name, Social Security Number (SSN), date of birth, and address. The insurance databank delivers a return file containing numerous claims from insurers that do business in the State of Rhode Island. MRN currently has 1,100 insurance companies participating through the data match option.



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### **Matches**

MRN immediately creates a claim in the system when a match is received either through the data match or online lookup functions. Each match is given a unique MRN number, or Match ID, to track information through the lifecycle of the claim. Users can view detailed information (loaded from the State file or the information received from the insurance company) at a quick glance. As seen in the screenshot below, users may view different fields of information by navigating between the multiple tab options provided for each match on MRN. Stellarware is the only vendor with access to daily insurance company data matching, thus, is uniquely qualified to continue supporting the State with this requirement.



### **Quality Assurance**

As previously mentioned, once new claims are loaded into the system, the MRN team performs quality assurance (QA) activities to ensure all claims are eligible matches. In Rhode Island, the MRN team has deleted over 95,000 insurance claims as a result of poor matches or duplicate claims and has closed over 26,000 claims as a result of the insurance claims already being closed. With the award of a new contract, MRN will continue to only provide the State with claims that are open, actionable, and available to pursue for recovery. The MRN team actively communicates with the insurance company to verify the claim status, claim handler contact information, and attorney information, if applicable.

### **Customer Service**

Stellarware is committed to providing excellent customer service and prides itself on timely responses to all incoming correspondence. Stellarware routinely responds to written correspondence by providing a new or updated lien or notice of subrogation within 2-3 business days of receipt. All MRN representatives are trained on Rhode Island rules and regulations, website features, troubleshooting solutions, QA



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options, etc. Stellarware maintains its toll-free hotline between the hours of 8:30 AM and 5:00 PM, EST Monday through Friday with Customer Service Representatives always available to service phone calls.

All incoming and outgoing correspondence required by the state can be integrated into MRN and used as templates for staff and state resources. Stellarware promptly responds to all phone inquiries with a return phone call that same business day and prioritizes voicemails received after hours the following business day. All written notices, emails, and phone calls are logged in detail in the corresponding case created in the MRN database.

*Stellarware's constant and consistent focus on quality and customer success could not be more evident – a sincere "thank you" on behalf of our entire organization.*

- Current State Client

Stellarware utilizes a state-of-the-art phone system that allows MRN frontline staff or customer service representatives (CSRs) to make incoming and outgoing phone calls with the ability to transfer calls internally via computer. Stellarware's management has direct visibility over all phone call activities and metrics to ensure inquiries are responded to within the specified timeframes.

Stellarware has also set up a general email address ([RIContact@MedicaidRecoveryNetwork.com](mailto:RIContact@MedicaidRecoveryNetwork.com)) to handle any inquiries received via email. The mailbox is shared among Customer Service Representatives and the Project Manager to ensure that all inquiries are addressed in a timely manner. Stellarware is very proud of the emphasis that we place on customer service and our commitment to providing insurance companies and attorneys with consistent and timely information.

*We have a tremendous working relationship with Stellarware, they make our processes effortless.*

- Current State Client

Our specialized CSRs are highly experienced with respect to the requirements and processes of insurers, attorneys, members, and providers, and therefore can tailor their communications and responses to best support those groups accordingly. We consider our team's thorough knowledge and understanding of our clients and their needs to be a fundamental component of our culture, competency, and success.

### **Reviewing Medical Claims**

The MRN 'Medical Claims Module' can organize, categorize, and identify medical bills paid by the state or by the MCO that should have otherwise been paid by an insurance company. The MRN system can then generate, send, and track customized state documents directly from the system inclusive of notices, liens,

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reduction documents, and any other document the state wishes to add.

Stellarware currently matches with Rhode Island's Medicaid Managements Information System (MMIS) daily to load medical claim data directly into the MRN portal. MRN also has the capability of loading MCO encounter data in the system to give the state complete transparency on what was paid by both parties. MRN sends a daily request file with a list of Medicaid recipients including a date of loss to request medical claims history. The state then returns a response file with the requested medical claims data, which is imported directly into the system.

The MRN operations team and Rhode Island TPL staff currently utilize our medical claim review functionality, which includes, but is not limited to:

- Full screen expansion of claims
- Column sorting
- Claims filtering
- Built-in Google search
- Lien preview
- Voiding Claims
- "Select All" functionality
- Total number of medical claims loaded
- Total number of medical claims selected
- Total amount of medical claims selected

MRN requests a full listing of medical claims history six (6) months prior to the date of accident, to help the team rule out any pre-existing conditions. The MRN database will track a complete status history every time claims history data is requested. The proceeding image exhibits our 'Medical Claims Module' where our medical review experts analyze the recipient's paid claim history to determine if there are any medicals relating to the casualty claim, as shown in the screenshot below.

## Led by the State of Georgia

Dashboard

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NASPO ValuePoint  
PARTICIPATING ADDENDUM



THIRD PARTY LIABILITY SERVICES

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| 1/08/2020<br>Status of Claim: 09/15/2022 14:49 PM - 09/15/2022 14:49 PM |            |            |                     |                          |                         |             |
|-------------------------------------------------------------------------|------------|------------|---------------------|--------------------------|-------------------------|-------------|
| 1                                                                       | PD09       | TD08       | Provider Type       | Provider Name            | Diagnosis Description   | Paid Amount |
| 1                                                                       | 09/15/2019 | 09/15/2019 | Physician           | Rhode Island Hospital    | CRUSTRIC 30 LOWEST LEO  | \$750.00    |
| 2                                                                       | 09/15/2019 | 09/15/2019 | Physician           | Rhode Island Hospital    | FX SPALLS QUAD CLOSED   | \$300.00    |
| 3                                                                       | 09/15/2019 | 09/15/2019 | Physician           | Rhode Island Hospital    | FX SPALLS QUAD CLOSED   | \$450.00    |
| 4                                                                       | 09/15/2019 | 09/15/2019 | Physician           | Rhode Island Hospital    | FX UP TIBIA W FIBULA CL | \$527.00    |
| 5                                                                       | 09/15/2019 | 09/15/2019 | Physician           | Rhode Island Hospital    | FX UPPER END TRACHEOT   | \$399.00    |
| 6                                                                       | 09/15/2019 | 09/15/2019 | Physician           | Independent Pharmacy     | HYDROCODONE ACETAMINOPH | \$15.00     |
| 7                                                                       | 09/15/2019 | 09/15/2019 | Physician           | ONE SupplePharmaciaPharm | FX TIBIA HOP CLOSED     | \$65.00     |
| 8                                                                       | 09/15/2019 | 09/15/2019 | Physician           | Rhode Island Hospital    | FX UP TIBIA W FIBULA CL | \$399.00    |
| 9                                                                       | 09/15/2019 | 09/15/2019 | Physician           | Rhode Island Hospital    | JOINT EFFUSION ALSO     | \$0.00      |
| 10                                                                      | 09/15/2019 | 09/15/2019 | Physician           | Independent Pharmacy     | HYDROCODONE ACETAMINOPH | \$15.00     |
| 11                                                                      | 09/15/2019 | 09/15/2019 | Outpatient Facility |                          | JOINT TAP ALSO          | \$337.00    |
| Total Charges:                                                          |            |            |                     |                          |                         | \$3,150.00  |

Users may choose to whom they would like the document addressed by selecting the insurer or attorney from a drop-down menu. This will automatically retrieve that person's information from the system's database and populate the contact fields. Once the document has been sent, the system will add a stamp containing the time, date, and name of the user who worked on the claim as seen below.

|                                                                                                                        |       |                  |                |                    |       |     |      |            |  |
|------------------------------------------------------------------------------------------------------------------------|-------|------------------|----------------|--------------------|-------|-----|------|------------|--|
| Claim Recipient Med Claims Office Med Claims Company Contact Attorney Documents Notes Activities History Close/Collect |       |                  |                |                    |       |     |      |            |  |
| [ Select & Document to Generate ]                                                                                      |       |                  |                |                    |       |     |      |            |  |
| Total Documents: 8                                                                                                     |       |                  |                |                    |       |     |      |            |  |
| Row                                                                                                                    | State | Document         | Submitted By   | Created Date       | Email | Fax | SMTP | Secure Web |  |
| 1                                                                                                                      | View  | Lien - Attorney  | Erica Martinez | 09/15/2022 1:47 PM | Email | Fax | SMTP | Secure Web |  |
| Fax by Erica Martinez on 09/15/2022 1:50 PM (Failed to: [REDACTED] 15706405363; status: Not successfully sent)         |       |                  |                |                    |       |     |      |            |  |
| 2                                                                                                                      | View  | Lien - Insurance | Erica Martinez | 09/15/2022 1:49 PM | Email | Fax | SMTP | Secure Web |  |
| Email by Erica Martinez on 09/15/2022 1:49 PM (Failed to: [REDACTED])                                                  |       |                  |                |                    |       |     |      |            |  |

## Requesting Updated Documents

All lien documents and 'Notice of Medicaid Recipient' documents state that the insurance company or attorney must request an updated lien document prior to case settlement. This provides the State with time to determine if any medicals have been submitted since the last document was sent. Insurers and attorneys can request updated documents by calling the toll-free MRN number, faxing their request, sending an email, or requesting the update through the MRN website using their login and password. Stellarware is proud of its consistent record of distributing updated documents within 48-72 hours of the request.

## Negotiation Process

Stellarware has modified and customized comprehensive documentation in conjunction with Rhode

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Island State staff to assist with the state negotiation process. Attorneys and insurers are required to fill out a form to disclose settlement information in the event they request a reduction of the lien. Rhode Island legal staff can evaluate and grant or deny reductions based on full transparency of settlement funds. Stellarware can customize this document or develop other notices to meet state negotiation standards. The following is a sample of the settlement document currently being used in RI. Documents can be amended and implemented in an expedited manner upon request.



STATE OF RHODE ISLAND

Executive Office of Health and Human Services  
3 West Road  
Third Party Liability Unit, Vicks Building 3rd Floor  
Cranston, RI 02910

III. Liability Reduction Principles and Disclosure

ALL REQUESTS SHALL BE IN WRITING. RHODE ISLAND GENERAL LAW CHAPTER 27-57.1 REQUIRES THAT ALL PAYMENTS / CHECKS BE PROCESSED BY THE INSURANCE COMPANY WITH PAYMENT DIRECTLY TO EOHHS. ALL INSURERS ARE REQUIRED TO PARTICIPATE. PLEASE VISIT [www.MedicaidRecoveryNetwork.com/RI](http://www.MedicaidRecoveryNetwork.com/RI) FOR MORE INFORMATION.

|                            |       |
|----------------------------|-------|
| Attorney Name:             | _____ |
| Address:                   | _____ |
| Attorney email address:    | _____ |
| Contact Name and _____:    | _____ |
| Insurance Company(s) Name: | _____ |
| Address:                   | _____ |
| Contact Name and number:   | _____ |

|                      |                          |            |
|----------------------|--------------------------|------------|
| MIRN ID: 1077        | Claim#: _____            | CAR: _____ |
| Claimant Name: _____ | Date of Loss: 00-00-0000 |            |

INSURANCE SETTLEMENT DISCLOSURE

1. a. Total Insurance Settlements Amount (attach release) \$ \_\_\_\_\_  
b. Uninsured/Underinsured Motorists (UIM) Amount \$ \_\_\_\_\_
2. Attorney's Fees \$ \_\_\_\_\_
3. Non-Medicaid Medical Expenses (total from page 2) \$ \_\_\_\_\_
4. Medicaid Lien Amount \$ \_\_\_\_\_
5. Date of most recent MIRN lien lastly updated: \_\_\_\_/\_\_\_\_/\_\_\_\_
6. Check if applicable:  
☐ Long Term Care Insurance      ☐ Health Insurance  
Ins. co. Name \_\_\_\_\_ Ins. co. Name \_\_\_\_\_

I, \_\_\_\_\_, attorney for the claimant, certify under penalty of perjury under the laws of the State of Rhode Island that the foregoing provided herein is true and correct and that to the best of my knowledge no other third party is available for additional recovery. I further declare, understand and acknowledge, that any compromise of this lien is made with the understanding that should any other third party (e.g., certain individuals, entities, insurers, or programs) with a legal obligation to pay on this claim be discovered in the future, I will contact this office to fully satisfy the original lien amount.

Remitter Signature (Attorney Only): \_\_\_\_\_

Title \_\_\_\_\_ Date: \_\_\_\_\_

Send Payment to: RI Executive Office of Health and Human Services  
Third Party Liability Unit  
3 West Road  
Vicks Building 3rd Floor  
Cranston, RI 02910

Rev 3/2022



## **THIRD PARTY LIABILITY SERVICES**

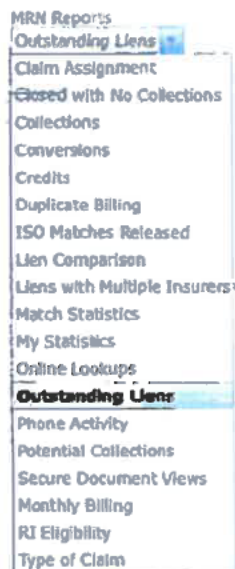
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### **Reports**

Stellarware has modified and customized several reports that allow the team to constantly monitor various components of the project.

Stellarware can continue to create and customize reports as requested by the State. Other reports include a Collections Report, Claim Assignment Report, Match Statistics Report, Outstanding Liens Report, and Conversions Report. Below is a screenshot of the various reports that users can generate within the system for immediate review:

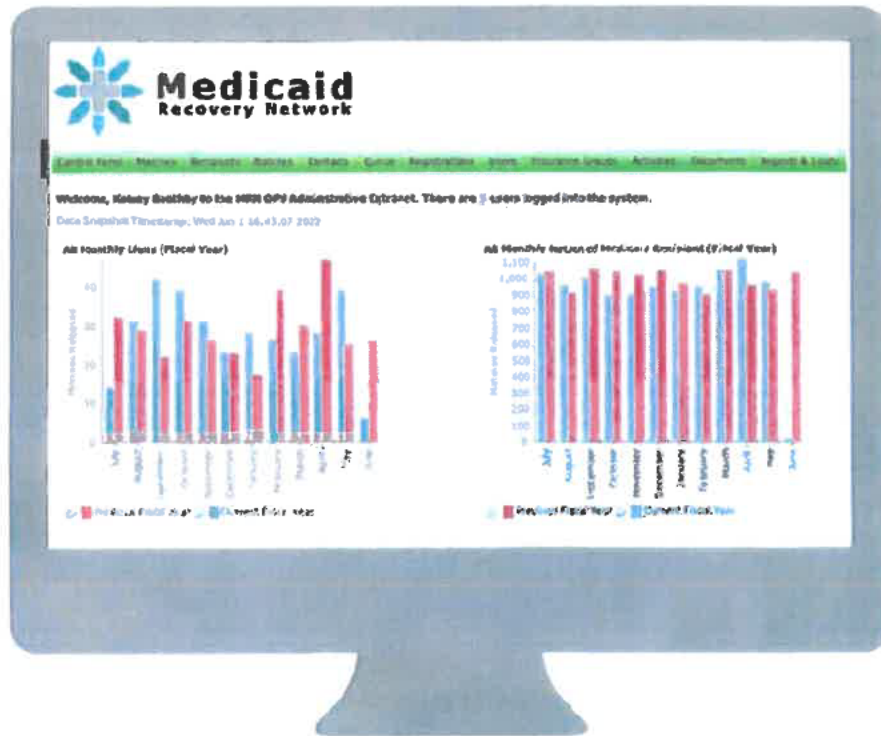


### **State Access**

Stellarware provides the Rhode Island TPL staff with an administrative module, where specified users can log-in with a secure username and password, and view claims information in real-time. Stellarware has worked with state TPL staff to create intuitive MRN dashboard and customized reports that can be generated and run at any frequency and for any time interval. Rhode Island State agency users can login and generate such reports 24/7. All reports can be additionally customized to meet the state's requirements. Stellarware can provide routine reports on daily, weekly, monthly basis, or any frequency determined by the State.

## **THIRD PARTY LIABILITY SERVICES**

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Additionally, Stellarware provides different state level access based on State staff's roles in TPL. Stellarware has developed an administrative review website which summarizes a high-level breakdown of statistics and performance. State users can view the overall metrics of the program without being able to view case specific private health information.

### **Follow-Up**

Stellarware understands that follow-up on lien documents is a crucial part of State collections. We believe that staying in contact with the adjuster and attorney throughout the life cycle of the claim results in a higher collection success rate and value. Liens that are not followed up on may be ignored or lost by the insurer or attorney. Stellarware confirms that each lien was received and tracks information on the settlement, including expected settlement date, policy limits, other expenses, or liens on the claims, etc. This information is tracked in the notes tab of the match and is accessible to State users.

Stellarware provides a follow-up report to operational and state users based on the most substantial outstanding liens. Users can run the report and request the top 10, 25, 50 or all liens and sort the report based on lien amount, lien date, or company. The screenshot below shows the different field that states can select from to run the report:

## **THIRD PARTY LIABILITY SERVICES**

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Outstanding Liens

Generate

State: RI

Format: HTML

Number of top liens: 10

Sort by: Lien Amount

Sort direction: Ascending

Stellarware follows up on every lien forty-five (45) days after the document is originally sent out. Our customer service team remains in contact with the insurer and attorney until the State receives payment. Our team has made up to twenty (20) follow up calls on a single case to ensure collection on behalf of the State.

### **Collections**

Since MRN identifies claims early in the claims lifecycle, State TPL users can exclusively concentrate on logging collections into the system. MRN has assisted the State of Rhode Island in collecting over \$9 million since inception of the program in 2012, which more impressively, is only on the Fee-for-Service population. Users can enter collections into the individual collections module and then run a report on all collections entered within a certain timeframe. Below is a sample collections report that showcases the different fields that users are able to view:

**PARTICIPATING ADDENDUM****THIRD PARTY LIABILITY SERVICES**

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**RI Collections Report: (August 30th, 2022 - August 30th, 2022)**

| Collections              |                        |                 |                   |                   |            |                 |
|--------------------------|------------------------|-----------------|-------------------|-------------------|------------|-----------------|
|                          | MRN Number             | Lien Amount     | Collection Amount | # of days between | Lien Date  | Collection Date |
| 1                        | <a href="#">427523</a> | \$ 52,574.58    | \$ 52,574.58      | 1050              | 10/15/2019 | 08/30/2022      |
| 2                        | <a href="#">470803</a> | \$ 234.73       | \$ 234.73         | 393               | 08/02/2021 | 08/30/2022      |
| 3                        | <a href="#">429194</a> | \$ 134.34       | \$ 67.17          | 802               | 06/19/2020 | 08/30/2022      |
| 4                        | <a href="#">488413</a> | \$ 104.97       | \$ 104.97         | 144               | 04/08/2022 | 08/30/2022      |
| 5                        | <a href="#">449659</a> | \$ 366,797.75   | \$ 60,000.00      | 756               | 08/04/2020 | 08/30/2022      |
| 6                        | <a href="#">510951</a> | \$ 400.48       | \$ 400.48         | 48                | 07/13/2022 | 08/30/2022      |
| 7                        | <a href="#">462157</a> | \$ 363,172.35   | \$ 217,903.41     | 511               | 04/06/2021 | 08/30/2022      |
| 8                        | <a href="#">293149</a> | \$ 1,107.19     | \$ 1,107.19       | 2363              | 03/11/2016 | 08/30/2022      |
| 9                        | <a href="#">465165</a> | \$ 220.81       | \$ 220.81         | 565               | 02/11/2021 | 08/30/2022      |
| 10                       | <a href="#">331928</a> | \$ 401.29       | \$ 401.29         | 1642              | 03/02/2018 | 08/30/2022      |
| 11                       | <a href="#">466047</a> | \$ 185,430.56   | \$ 5,000.00       | 375               | 08/20/2021 | 08/30/2022      |
| Total:                   |                        | \$ 990,579.05   | \$ 338,014.63     |                   |            |                 |
| Collection % of Lien:    |                        | 34%             |                   |                   |            |                 |
| Outstanding Lien Count:  |                        | 447             |                   |                   |            |                 |
| Outstanding Lien Amount: |                        | \$ 5,742,486.05 |                   |                   |            |                 |

| Breakdown by Month |               |
|--------------------|---------------|
| Month              | Amount        |
| August, 2022       | \$ 338,014.63 |
| Total:             | \$ 338,014.63 |

Users can view high-level collection statistics at-a-glance or click on the MRN link which brings them directly to the specific case file for additional details. In just the first few months of Fiscal Year 2023 Rhode Island has already collected over \$424,000 due to the success of the early MRN claim identification.

**Managed Care Organization (MCO) Participation**

As previously mentioned, Stellarware currently receives medical claims data from Rhode Island's MMIS on the Fee-for-Service (FFS) population. Stellarware can easily import Managed Care encounter data, and follow the same process described above, to give the State complete transparency on what has been paid on both sides. In just over three (3) years of participating in the MCO program, Texas mandated over twenty (20) MCOs to participate in the program which has resulted in over 80% of the matches released by Stellarware being pursued for recovery. With Rhode Island's three (3) MCOs participating in the MRN program, collections would dramatically increase for the State's TPL program.

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### **Outreach**

Stellarware Corporation has established data match agreements with over 2,000 insurance companies nationwide through participation in our Medicaid and Child Support programs. As a result of Stellarware's unique long-term relationship with the insurance industry, over 80% of these insurance companies have already agreed to participate with any new state that joins MRN. Further, Stellarware has utilized our outreach module to identify all insurance companies that write insurance claims in Rhode Island and has worked side-by-side with the insurance industry and the State on an outreach campaign tailored to drive compliance and data matching. Stellarware will continue to identify any insurers that are not participating in MRN and follow up with each individual insurance company through phone calls and email to notify them of the direct benefits that come with participating in MRN and assist them in the sign-up process. Below is a sample outreach letter, drafted in coordination with the State of Rhode Island staff, that was utilized in our outreach efforts:



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

Executive Office of Health and Human Services  
74 West Road  
Third Party Liability Unit, Hazard Bldg. #74  
Cranston, RI 02920

RE: Compliance Notice #1

Dear Sir/Madam,

The Rhode Island Executive Office of Health and Human Services administers a system to intercept third-party insurance claims for the purpose of reimbursing Medicaid as required by both federal and state law. Our records indicate that your company may not be in compliance with Rhode Island General Law Chapter 27-57.1, which became effective on July 1, 2012, and requires all insurance companies that do business in Rhode Island to participate in a Medicaid data match program called the Medical Assistance Intercept System (MAIS).

MAIS is a fully integrated, web-based program that is customizable for all state and insurance users. It will electronically data match Rhode Island Medicaid recipients with disability and workers' compensation insurance claims. MAIS is designed to intercept payments of \$500 or more for reimbursements to the State of Rhode Island's Medicaid Program.

Registration is easy and MAIS provides an interactive "Lookup" feature that is available on the MAIS website ([www.ri-mais.com](http://www.ri-mais.com)) after you register. MAIS is designed to fit seamlessly into insurance companies' procedures and operations. Modeled after the Child Support Lien Network (CSLN), MAIS utilizes the same thorough quality assurance process to ensure a high level of qualified, matched claims.

Insurance companies have the option of doing either a data match through the Insurance Services Office, Inc. (ISO) *ClaimSearch* or utilizing the MAIS interactive lookup system. If your company already subscribes to the ISO *ClaimSearch*, there is no additional cost to participate in the ISO *ClaimSearch* Medicaid Reporting Service and data match with the MAIS program. Your company can simply authorize ISO to share the claim data you index by signing a data authorization form.

To participate in the MAIS program through ISO *ClaimSearch*, please contact the ISO Customer Support Center at 1-800-888-4476, email [info.claimsearch@iso.com](mailto:info.claimsearch@iso.com), or visit [www.iso.com/medicaid](http://www.iso.com/medicaid).

**MAIS, now referred to as MRN, is fully supported and endorsed by the insurance industry, which is a testament to the trust we have built over the years. MRN is the foundation for the Medicaid Model Act adopted at the National Conference of Insurance Legislators (NCOIL) in 2014 and readopted by the**





## **THIRD PARTY LIABILITY SERVICES**

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Property and Casualty Committee and the Executive Committee in September 2020. The trust demonstrated by NCOIL is further evidenced by the overwhelming number of insurance companies and attorneys who use the MRN platform data match process and online look-up feature and have opted to automatically participate as other states join the program.

### **Security**

Stellarware prides itself as a leader in providing innovative solutions that improve business and government communications. As part of this, we recognize that we have a responsibility to protect all the data we hold or process, whether it belongs to Stellarware, our employees, states, partners, or clients. By protecting this data, we can ensure that we uphold our reputation as a trusted partner and company and continue to deliver proven results.

Throughout Stellarware, we maintain a strong culture of security across all areas of our organization. We ensure that appropriate data protection levels are in place based on the type of data and data sources.

Stellarware has a significant level of experience in maintaining and securing data across multiple solutions for multiple states and multiple clients. We understand that maintaining a secure environment is a vigilant process and we are committed to protecting sensitive data. To demonstrate our commitment to information security, Stellarware implements industry best-practices security controls and assures the effectiveness of our controls through our ISO 27001 certification, the global standard for managing information security. In addition to achieving compliance with states' security requirements, we meet applicable compliance and risk management requirements that include the following policies and reporting systems:

- ISO/IEC 27001 – Information Security Management System
- SOC Reporting – Service Organization Control Reporting
- NIST 800-53 – Security and Privacy Controls for Federal Information Systems and Organizations
- NIST 800-63 – Digital Identity Guidelines
- NIST 800-171 – Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations
- HIPAA – Health Insurance Portability and Accountability Act
- FISMA – Federal Information Security Management Act
- FERPA – Family Education Rights and Privacy Act
- IRS Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies

### **Metrics**

The MRN solution can integrate additional variable data at Rhode Island's request to maximize program

**THIRD PARTY LIABILITY SERVICES**

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efficiency or otherwise. Using our innovative and fully comprehensive electronic dashboard, management and other project stakeholders can oversee project metrics and view performance results at all levels of operations. Our real-time administrative dashboard monitors:

- Number of matches based on system status
- Number of liens & lien values by calendar year
- Number of liens & liens value by fiscal year
- Collection statistics
- Outstanding lien statistics
- Side by side comparison of notices generated per month compared to previous year's months
- Side by side comparison of liens generated per month compared to previous year's months
- File load statistics and transmissions

Dashboards can be configured to show results in various timeframes such as weekly, monthly, or quarterly, and can be displayed in graph or table formats. Stellarware's powerful servers and vast databases, coupled with our innovative and highly skilled leadership team, provide the resources to analyze data for trending, forecasting, and delivering superior performance results. Stellarware also configures historical views of its data to identify and report trends. This trending analysis, along with the leadership team's insightfulness, gives Stellarware the unique ability to forecast results and plan accordingly.

Additionally, Stellarware can query results using our ad-hoc reports module. Stellarware can provide a variety of reports using any combination of data elements on a daily, weekly, and monthly basis, or on a custom time interval as determined by the state. State agency staff members will have access to the MRN reports module containing a suite of customized reports that can be generated in real time, or on an as need basis.

Stellarware provides the following report to state TPL users daily, including a breakdown of newly generated liens and a detailed table of updated liens including new lien amount vs previous lien amount:

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**RI MRN**

MRN Data Match

To: 01/01/2018 To: 12/31/2018



The following MRN records have been matched with outstanding insurance claims and posted to the Rhode Island Administrative MRN site:

**Recipients**

Match ID

494809  
516488  
489518  
494345

Total: 4

**New Liens**

Match ID

Lien Amount

481814 \$1324.96  
493477 \$951.72  
497253 \$951.72  
516002 \$256.04

Total: \$3,484.44

**Updated Liens**

Match ID

Previous Lien Amount

Updated Lien Amount

408548 \$252176.82 \$285726.90  
479739 \$176.73 \$176.73  
488889 \$614.98 \$614.98  
491789 \$1324.96 \$1324.96  
492152 \$1324.96 \$1324.96

Total: \$255,618.55 \$292,168.53

To review and process these matches, please go to [https://MedicaidRecoveryNetwork.com/RI/login\\_state.html](https://MedicaidRecoveryNetwork.com/RI/login_state.html)

The state's administrative report module includes:

- **Collections Report** – dollars collected vs. dollars owed to the state
- **Match Statistics Report** – capability to search liens & lien amounts and/or notices of subrogation sent during parameters entered by the user
- **Claims Assignment Report** – list of cases assigned to a specific state or operations user including open & closed cases
- **Outstanding Lien Report** – capability to download top 10, 25, 50, or 100 outstanding liens; report details include lien amount, insurer & attorney information, and case notes

## **THIRD PARTY LIABILITY SERVICES**

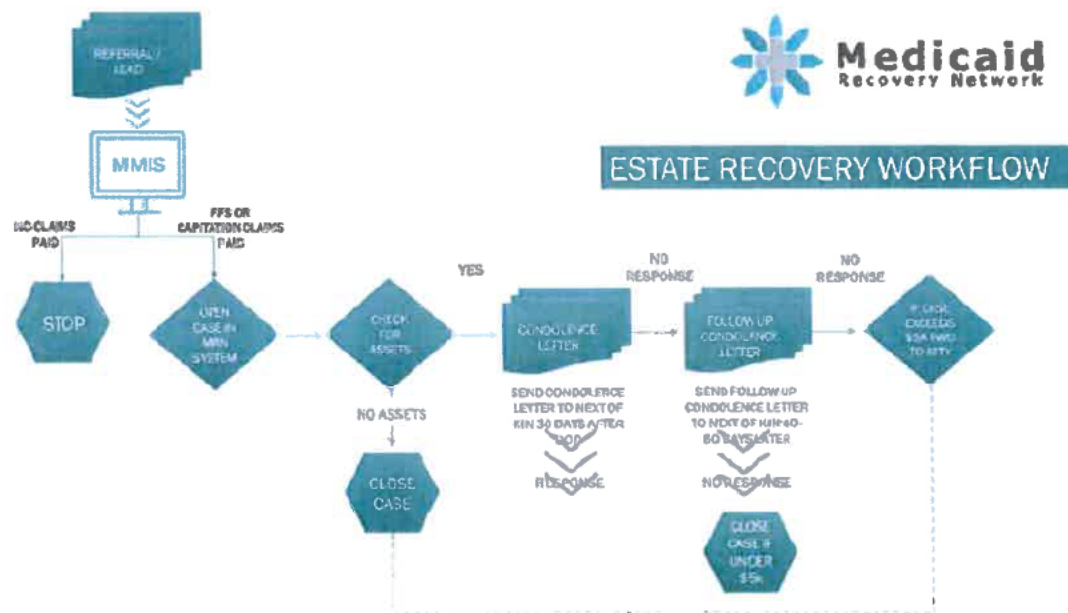
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Additional reports can easily be added and customized to meet state agency needs.

### **ADDITIONAL [OPTIONAL] SERVICES**

#### **Service Area 2 – Estate Recovery**

Stellarware has built a comprehensive Estate Recovery module within the MRN database available for immediate use by the State of Rhode Island. We will maintain existing estate recovery cases by interfacing with Rhode Island and/or existing platform to import cases into MRN. This is a routine practice for Stellarware when taking on a new project and we can work with a wide variety of file formats and systems to make the transfer of information as smooth as possible. Stellarware will establish new estate recovery leads through a data match with the MMIS warehouse by identifying recipients over 55 years old with a recent date of death. Additionally, State users or our customer service team can manually enter leads received from nursing homes, notifying the state of a Medicaid recipient's death. All leads, no matter what the source, will have a corresponding case number created in the MRN system. The image below demonstrates the Estate Recovery workflow that has been programmed and implemented into the MRN system. Stellarware will work with Rhode Island to modify the workflow in any areas the State would like to adjust.



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MRN or state users can enter as much information into the system as is available, including name, SSN, Date of Birth, Date of Death, and Next of Kin contact information. Stellarware will immediately establish a case in the MRN system upon receiving the death notice.

The next image provides a bird eye view of the case details by automatically capturing totals entered into the individual tabs, as shown on the right side of the image.

| Estate Match ID EK100000                                                                                                                                                                                                                                          |                |                  |               |               |               |                             |                            |                            |                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------|---------------|---------------|---------------|-----------------------------|----------------------------|----------------------------|------------------------------|
| Recipient                                                                                                                                                                                                                                                         | Expense Detail | Capitation Group | Assets        | Contracts     | Documents     | Notes                       | Activities                 | History                    | Recovery Data                |
| <div> <div>Save Changes</div> <div>Close</div> <div>ROBERT</div> <div>555-55-5555</div> <div>SSN</div> <div>Property Address 1</div> <div>Property Address 2</div> <div>Property City</div> <div>Property State</div> <div>Feeder</div> <div>Collect</div> </div> |                |                  |               |               |               |                             |                            |                            |                              |
| Expense                                                                                                                                                                                                                                                           | TEST           | 10/10/2016       | Date of Birth | Date of Death | Property City | Expense Total: \$147,740.12 | Capitation Total: \$0.00   | Claims Total: \$147,740.12 | Total Collected: \$10,251.90 |
|                                                                                                                                                                                                                                                                   |                |                  |               |               |               |                             | Balance: \$137,488.22      | Assets Total: \$15,008.00  | Asset Begin Date: 05/06/2009 |
|                                                                                                                                                                                                                                                                   |                |                  |               |               |               |                             | Asset End Date: 09/14/2016 |                            |                              |

Following the creation of the case, the MRN team will confirm the recipient's eligibility and request medical claims history. The MRN system can interface with the Rhode Island's MMIS system to import a full listing of the Medicaid Recipient's Fee for Service and capitation claims history. This information can

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also be manually imported into the system on a case-by-case basis, if needed.

Estate Match ID ER100000

Recipient Expense Details Capitation Claims Assets Contacts Documents Notes Activities History Resolve Case

**FILE FOR SERVICE CLAIMS**

01/01/2009 09/14/2018  
Start Date End Date

[FAC Claim VLS Template Download](#)

| Provider Name                   | Claim Type | From Date  | To Date    | Maximum Date | Maximum Claim/Period     |
|---------------------------------|------------|------------|------------|--------------|--------------------------|
| RED-TECH AMBULANCE SERVICE, INC | Crossover  | 06/06/2009 | 06/06/2009 | 03/01        | HEAD INJURY, UNSPECIFIED |
| RED-TECH AMBULANCE SERVICE, INC | Crossover  | 08/08/2017 | 08/08/2017 | 05/01        | UNSPECIFIED              |
| RED-TECH AMBULANCE SERVICE, INC | Crossover  | 01/01/2018 | 01/01/2018 | 05/01        | ARM                      |
| KENT COUNTY                     | Breastfeed | 02/06/2017 | 05/06/2017 | 05/01        | LEG                      |
| PROVIDENCE HOSPITAL             | Crossover  | 02/01/2012 | 03/01/2012 | 05/01        | HAD                      |

Our TPL experts and/or state users can research and verify any assets owned by the recipient. All assets will be tracked by selecting the type of asset from a dropdown list and by entering the asset value. This includes life insurance, bank account information, real property, annuities, burials, LTC insurance, property, and retirement. If there are no assets to be collected on, the case is then closed. Our team also has the capability of tracking any contacts associated with the case, adding notes, and uploading documents pertaining to the case.

Estate Match ID ER100000

Recipient Expense Details Capitation Claims Assets Contacts Documents Notes Activities History Resolve Case

[Save](#)

Total  
{ SELECT }

Asset Type

Asset Amount

File Delete

| Row | Asset Type     | Amount      | Recorded By    | Recorded Date |
|-----|----------------|-------------|----------------|---------------|
| 1   | Life Insurance | \$10,000.00 | Kelsey Boothby | 11/30/2020    |
| 2   | Annuity        | \$5,000.00  | Kelsey Boothby | 11/30/2020    |

If the recipient possesses assets, MRN will determine whether it is cost effective for the state to pursue the case. If so, MRN can generate and send a condolence letter to the Next of Kin 30 days after the date of death. MRN can program any state agency letters into the MRN system, which can then be generated



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The system will track any instance that a document was generated, who generated the document, the date and time it was generated, and who / where the document was sent. Additionally, the MRN system adds automatic follow up reminders based on document generation. For example, after the first Next of Kin document is generated, the system will add a reminder for the user to generate the second Next of Kin document if there has been no response after a specified amount of time.

Stellarware will continue to pursue cases and file liens on property and assets based on a threshold determined by Rhode Island. Stellarware can program a complete listing of all courts into the system, allowing the state legal team to assign the specific court to the case. MRN operations team and state users can additionally choose from over 30 follow-up activities, including significant actions such as hearing dates, depositions, arbitration, etc. and set future reminders on the case. Stellarware will also continue to update case activities when receiving correspondence in a timeframe specified by the State.

The MRN system also allows users to enter recoveries and amounts for tracking within the case as shown in the following image:

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Estate Match ID ER100000

Recipient Expense Details Capitation Claims Assets Contacts Documents Notes Activities History Resolve Case

Save

Total  
 [ SELECT ]  
 Recipient  
 [ SELECT ]  
 No Recovery

Resolution Type

Probate

Edit Delete

| Row | Recovery | Amount      | Recorded By    | Recorded Date |
|-----|----------|-------------|----------------|---------------|
| 1   | Probate  | \$10,251.50 | Kelsey Boothby | 10/11/2018    |

Rhode Island will also have access to our 'Reports Module.' Reports can be run on an ad-hoc basis or on a scheduled frequency. Below is a list of reports currently programmed into the system for estate recovery, but we can add any others as requested by Rhode Island:

- **Collections Report** – Collections by case including totals of FFS claims, capitation claims, assets & collection amount.
- **Follow Up Report** – Capability to search pending cases assigned to a specific state or operations user, including ability to filter by city, court, or outstanding actions / activities.
- **Match Statistics Report** – Allows users to search Lien notices or Next of Kin notices generated in a set timeframe as entered by the user.
- **Probate Case by Town Report** – Allows users to search open and closed cases that are assigned to them by region.

The following graphic is a mocked-up collections report that state users would be able to generate at their convenience. The report captures a variety of information that can be constructed to meet the State's needs:

RI Estate Collections Report: (December 1st, 2017 - November 30th, 2020)

| Collections |        |               |                       |                 |               |                 |                   |
|-------------|--------|---------------|-----------------------|-----------------|---------------|-----------------|-------------------|
| MAIS Number | Name   | Capitation    | Fee For Service (FFS) | Claims          | Assets        | Collection Date | Collection Amount |
| 1           | 100000 | \$ 0.00       | \$ 147,740.12         | \$ 147,740.12   | \$ 15,000.00  | 10/11/2018      | \$ 10,251.50      |
| 2           | 100002 | \$ 0.00       | \$ 295,480.24         | \$ 295,480.24   | \$ 16,100.00  | 10/16/2018      | \$ 10,100.00      |
| 3           | 100004 | \$ 13,792.30  | \$ 147,740.12         | \$ 161,532.42   | \$ 25,412.36  | 10/17/2018      | \$ 5,000.00       |
| 4           | 100005 | \$ 13,792.30  | \$ 147,740.12         | \$ 161,532.42   | \$ 17,500.09  | 10/17/2018      | \$ 5,000.00       |
| 5           | 100001 | \$ 129,822.13 | \$ 147,740.12         | \$ 277,562.25   | \$ 28,712.57  | 10/18/2018      | \$ 62,600.50      |
| 6           | 100003 | \$ 0.00       | \$ 147,740.12         | \$ 147,740.12   | \$ 55,000.00  | 10/27/2018      | \$ 42,500.00      |
| 7           | 1      | \$ 129,822.13 | \$ 147,740.12         | \$ 277,562.25   | \$ 55,500.00  | 04/23/2020      | \$ 15,500.00      |
| Total:      |        | \$ 287,426.86 | \$ 1,181,920.96       | \$ 1,409,149.82 | \$ 713,225.82 |                 | \$ 190,932.40     |



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Again, additional reports can be easily developed and added to the MRN system based on pre-defined parameters submitted by the state, including the quarterly report. All reports can be customized based on Rhode Island's needs and will be submitted within a timeframe as determined by the agency. Rhode Island state users will have login credentials to a secure state website where they can login and access all case details and continue to enter and monitor estate recovery cases until they are resolved.

### **Service Level 3 – Medicaid Qualifying Trusts**

Stellarware can utilize the MRN portal to encompass all TPL services, including the tracking of Medicaid Qualifying Trusts. Upon notification of a trust, Stellarware will immediately initiate a case file in the MRN system. Stellarware can enhance functionality to the public website (similar to the lookup feature for casualty / tort) that allows attorneys or other applicable parties to submit trust information. Users would still be required to register for access to our website and after doing so, would have the ability to login and submit information on a trust. One of the benefits of submitting this information through the MRN system is that we have the capability to cross-check whether the person has an open casualty / tort claim and then link the case information for those that do. This will provide our attorney and / or the state's attorney with additional insight to make the most informed decisions regarding casualty / tort reductions and the trust request.

Stellarware will continue to track and monitor any details regarding the trust under the respective MRN claim number assigned to the case. The MRN customer service team will track any form of communication relating to the trust including phone calls, emails, and faxes into the case notes in MRN. All notes and case information will be accessible to state agency users to view 24 (twenty-four) hours, 7 (seven) days a week. Stellarware can also build customized reports based on state agency needs that can be run on an ad-hoc basis or on a scheduled frequency. The MRN team will continue to monitor and track all activities throughout the life cycle of the trust.

The following image demonstrates how the MRN system indicates if there is trust involved in the case. Stellarware can use this field to program and categorize any type of trust into the system for tracking.

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[Claim](#)
[Recipient](#)
[Med Claims](#)
[Offline Med Claims](#)
[Company](#)
[Contact](#)
[Attorney](#)

[Save Changes](#)
[Send to MMIS](#)
[Request Update](#)
[QA Email](#)

ISO Received Date  
Closed  
Status  
Claim Number  
NEIGHBORHOOD  
Managed Care Provider

Original Match ID  
[ SELECT ]  
Delete Reason  
Open  
MAIS Claim Status

Other Reason  
Motor Vehicle Accident  
Type of Claim

City  
State  
Zip  
[ SELECT ]  
Assignment  
SNT  
Follow up Type

Entry By  
Modify By

#### Administering Trusts

Stellarware will work with the state agency to develop a targeted and streamlined approach to administering the Trust Program. The MRN program is built on a modular web-based platform and offers excellent customization and flexibility to handle the Trust Programs. In addition, Stellarware takes full advantage of today's technology to establish relationships with insurers, employers, and attorneys, by recognizing that the community has adopted many of the advanced mechanisms available for communication. In our experience, we have found that most parties prefer their interactions to be electronic. In addition, the Stellarware approach to data management puts our outreach programs at an advantage by using outreach to strategically apply the communication methods that will be the most effective. Stellarware can track and store communication preferences in our contact repository during initial interaction. The following screenshot depicts our contact repository and demonstrates how we capture insurer and attorney communication preferences with ease:

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| Claim                                                                                                                                         | Recipient | Med Claims                                                             | Offline Med Claims | Company | Contact |
|-----------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------------------------------------------------------------|--------------------|---------|---------|
| <div> <a href="#">Save Changes</a> <a href="#">Select Contact</a> <a href="#">Link/Unlink Contacts</a> <a href="#">Add New Contact</a> </div> |           |                                                                        |                    |         |         |
| Tanya<br><small>First</small>                                                                                                                 |           | Roberts<br><small>Last</small>                                         |                    |         |         |
| Title<br>16 Blueberry Lane<br><small>Address</small>                                                                                          |           | Office Name<br>Address<br>MA 02343<br><small>State Zip</small>         |                    |         |         |
| City<br>Norwell<br><small>City</small>                                                                                                        |           | State<br>Zip<br>02343<br><small>State Zip</small>                      |                    |         |         |
| Phone<br>781-986-1400<br><small>Phone</small>                                                                                                 |           | Extension<br>Fax<br>Yes<br><small>Accepts Electronic Documents</small> |                    |         |         |
| Email<br>troberts@insurance.com<br><small>Email</small>                                                                                       |           | Email<br>Yes<br><small>Accepts Electronic Documents</small>            |                    |         |         |
| Communication Preference<br>Modify By                                                                                                         |           | Modify Date                                                            |                    |         |         |

Stellarware takes pride in our ability to build a rapport with the Medicaid member community and assist them with services related to the Trust Programs. We will develop a Trust Program tracking module and produce outgoing correspondence to distribute to members in a format determined by the agency, inclusive of letters, frequently asked questions, flyers, and any other outgoing outreach material. This information can be posted on our public website and made available to download by the Medicaid community. Stellarware will proactively assist the state in the development and distribution of any materials relating to Qualifying Trusts.

**Updating Trust Case Information**

Stellarware takes immediate action when updating case activity in the MRN database. Frontline staff or Customer Service Representatives (CSRs) can pull up case information using a unique MRN claim number or by searching the recipient's SSN or last name. CSRs can also view all information relating to a claim including prior case note history, who entered the information, and when it was entered. Case details are recorded and tracked in the case notes section of each match. The assigned MRN team members will create subsequent activities if there is need to follow up for additional information on the Trust. The MRN system also has the functionality of creating screens to capture information and other follow up reminders, including emails, meeting, phone call, document generation, and tasks.

The MRN portal includes at a minimum, recipient name, recipient SSN, contact information or insurance



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company, attorney or next of kin, date that any automated notices / letters were sent, claim status and recovery amounts, case notes, and activities. The MRN operations team is trained to document all notes relating to the case. We can also upload and store any associated documents pertaining to the case, including faxes, emails, and documents.

### **Maintaining Trust Processes**

Stellarware will maintain written procedures that reflect the TPL recovery processes for Medicaid Qualifying Trusts (Special Needs, Miller and Pooled Trusts). Stellarware will provide Rhode Island with a draft copy of the amended procedures within 60 days following contract execution. Stellarware commits to modifying the MRN platform and to adding modules to maintain TPL recovery processes for states' Special Needs Trust, Miller Trust, and Pooled Trust cases, under the Medicaid Qualifying Trusts (Special Needs, Miller and Pooled Trusts) Section. The MRN Contract Manager and Project Lead will work hand-in-hand to record detailed instructions of the MRN workflow inclusive of our processing operations and recovery procedures. Stellarware will document the manual after any changes to the procedures and provide the state with an updated copy for review and approval within thirty (30) days of the proposed updates.

Similar to our approach for manual creation and documentation, when a contract is awarded, Stellarware assigns the project team who will be responsible for both implementation and the creation of any required process documentation. This team is comprised of management and subject matter experts who will work together to formulate and meet project schedules.

All sections are assigned to various members of the core team and are subsequently review by the other members to ensure accuracy and comprehensiveness. Once all the various sections and components have been reviewed and vetted by the team, they are compiled into our established template(s) for a final review. At this point, a draft is shared with key stakeholders of the State agency to give them an opportunity to provide feedback and/or identify any sections or components which need to be added/deleted prior to document finalization. All drafts and versions are dated and catalogued in folders housed within our secure server so past and work-in-progress (WIP) versions are accessible at any time

Stellarware allows for multiple rounds of revisions and back and forth with the State agency to ensure the final product is as comprehensive and accurate as possible. Should baseline process content not exist (which is rare), the same process applies, but content is created from scratch vs. utilizing existing language as a starting point.

### **Identifying Potential Trusts**

The MRN platform can identify potential TPL Trust cases from various sources including trust agreements submitted by attorneys, telephone calls, written correspondence, notifications from the state agency, state social services office, or anonymous sources. The MRN customer service team will document every incoming lead and establish a case in the MRN system. MRN CSRs will continue to enter pertinent



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information and pursue the case throughout the life cycle of the claim in the case notes of every lead.

The MRN platform can identify potential TPL Trust cases from various sources including trust agreements submitted by attorneys, telephone calls, written correspondence, notifications from the state agency, state social services office, or anonymous sources. The MRN customer service team will document every incoming lead and establish a case in the MRN system. MRN CSRs will continue to enter pertinent information and pursue the case throughout the life cycle of the claim in the case notes of every lead.

Stellarware will also create a platform on our public website that allows users to securely submit Trust cases electronically. Similar to our online lookup functionality for casualty / tort cases, users will be required to register for a login ID and password. Upon approval, users can login and enter the necessary fields to create a case including recipient name, SSN, trust information, etc. Users will have the capability of uploading Trust agreements, death certificates, notices, and any other crucial documents. Stellarware can work with the state to build an intuitive checklist that users can follow to ensure they are submitting all the appropriate information. The MRN portal will notify the operations team and / or state agency once a Trust has been submitted. Stellarware can add the capability of approving, denying, or requesting more information on the Trust, which will notify the user that submitted the forms.

Stellarware will utilize and import the Date of Death field from the state agency's data warehouse to create alerts in the MRN system. Once a recipient with an open Trust is flagged as deceased, Stellarware will automatically program an activity to follow up on the trust. Our customer service team will reach out with a phone call or an email and assert the state agency's right as the primary beneficiary on any remaining assets and continue to pursue recovery.

### **Trust Review Process**

Stellarware acknowledges that every state has different laws to abide by when approving Trust agreements and every type of Trust has different guidelines to follow. Stellarware will work with Rhode Island during implementation phase to learn and adhere to state rules and regulations. Stellarware will establish a checklist for the review and approval process that identifies all required information for each category of Trust agreements.

Stellarware will ensure that all Trust documents will include:

- Name of Trust
- Purpose of the Trust
- Irrevocability
- Naming of appointed trustees
- Initial & additional funding
- Payment & Right of withdrawal
- Accepted & unaccepted distribution

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- Maintaining eligibility
- Termination of the Trust
- Stellarware also understands that all Trusts must be based on the following:
- Language that shows that the state is the primary beneficiary of the Trust
- Language that shows the beneficiary is under the age of 65 and disabled
- Assets in the Trust may only be used for the benefit of the Medicaid Recipient
- Trust states that the beneficiary is disabled

Stellarware will program the finalized checklist into the MRN system that documents the user working on the case, verifying that every element is included in the Trust. This process creates less room for error by requiring them to double check their work with precision. The user will be instructed to sign off upon completion, holding them accountable for their efforts on the case. Stellarware will document our approval process and submit to the state and their attorney for approval prior to implementation.

### **Annual Approval Process**

Stellarware understands the importance of the annual Trust financial accounting approval process for all active Trust cases. Both a certified accountant as well as an attorney who has expertise in the domain of Special Needs Trusts will be heavily involved in all financial accounting processes. Stellarware will query all trustees with an open Trust in the MRN database and create an outreach campaign to request their financial records. Stellarware will work with the state to identify all required documentation, including list of assets, bank statements, distribution schedules, deposits, withdrawals, etc. Stellarware will collect all supporting financial documentation for that year and upload the documents to the corresponding case within the MRN system. Our review process will ensure that financial documentation is within federal and state trust laws and general standards of accounting.

Stellarware will work with Rhode Island to develop a document that is sent to the trustees and that maps out exactly what the state requires for financial Trust accounting. This can include bank account information, bonds, stocks, annuities, and other personal property. The document can also require the trustee to report assets, income, disbursements, and any transfer of funds. The use of a single, consistent document will provide the state with transparency from case to case. All documents and supporting information will be uploaded into the MRN system for tracking and record keeping purposes.

For Special Needs Trusts, Stellarware will notify the trustee using an agency preferred method for the initial request for the expenditures incurred to date to the trustee of record for each Trust whose anniversary date has already passed. Stellarware will program outreach documents including follow up notices / correspondence into the MRN system so that Rhode Island state users can view when the document was generated and sent. If adequate information cannot be obtained, legal action will be initiated on the case by our staff attorney.

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**Checking Against Casualty Liens**

Since MRN matches daily and directly with the insurance industry, we already have access to casualty / tort case information in our database. State agency users will be able to run a search by SSN to determine if the recipient has a Medicaid casualty lien and what the status of that case is. In our experience, we have found that having access to the torts / casualty cases allows the state to make a more informed decision on the reduction of the casualty / tort settlement, based on the Trust that is going to be set-up. Encompassing all of these services under the MRN database will allow states and / or attorneys to check the status of the tort lien and also take the appropriate action regarding the approval or changes of the Trust. Additionally, when pursuing the Trust recovery, users will have complete transparency on how much the state collected under any tort case by accessing the claim information or by running a report.

**Service Level 4 – Health Insurance Premium Payment (HIPP)**

Stellarware will implement a detailed process for the Health Insurance Premium Payment (HIPP) program that satisfies all requirements as outlined by Rhode Island. Stellarware will receive and upload HIPP referrals / applications into the MRN system for review while communicating confirmation of receipt to the State. Stellarware will work with Rhode Island to develop a method for determining the cost effectiveness and cost savings of paying the health insurance premiums. Stellarware will determine the average annual Medicaid cost per person, including Managed Care rates, premiums, administrative costs and compare it to the annual cost of the health insurance premium. The formula will be submitted to the state agency for approval within thirty (30) days of execution on the contract.

Stellarware will also develop an educational outreach program supplying members with brochures and trainings on how to utilize the HIPP program within sixty (60) days of contract award (or a timeframe specified by the Agency). As mentioned throughout our response, Stellarware has extensive experience in the creation and dissemination of training materials across a variety of topics and aimed at many different audiences. Once the process has been documented and approved by the state agency, those materials will be utilized to create a number of different training resources that can be leveraged by our target audiences. As mentioned, this will include brochures and other documentation, as well as webinars, Q&A sessions, and any other vehicles we and the Rhode Island deem appropriate. All training materials will be approved by the Rhode Island prior to use and can be adapted at any time.

Stellarware will work with Rhode Island and utilize the health insurance interface to identify members that may qualify for the HIPP program. Stellarware will mail members a brochure that outlines what the HIPP program is, how it works, and how they can sign up or receive more information. Stellarware will create a general email address for inquiries that will be monitored by multiple MRN staff members daily. Additionally, we can implement new phone lines strictly for HIPP use and train staff on providing more information. Stellarware understands that recipients may feel overwhelmed or confused by signing up for an additional program on top of Medicaid, so we will work to create an easy and seamless sign-up process for the recipient. Stellarware will also develop and maintain a website dedicated to the state agency's

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HIPP program which will include informational literature and the HIPP application, all of which will be made available for download.

We also understand the importance of establishing medical insurance through our experience with our New Hire Reporting programs, specifically under National Medical Support Notices (NMSNs) for dependent children. Providing an accurate and timely report of the Non-Custodial Parent's employer greatly enhances the enrollment of his / her children in a medical insurance plan or allows for the establishment of a garnished cash medical payment order from the wages of the employee. Stellarware will work with the agency to implement the absent parent policy as it relates to eligibility by applying our knowledge from the New Hire Reporting arena. Additionally, as many states are beginning to gather data on health insurance from employers, we believe we can leverage our New Hire experience to collect this information and identify cases that will be cost effective for the state. Stellarware has extensive experience working with the employer community and is confident we can translate our success to the Medicaid HIPP program.

**Service Level 5 – Children's Health Insurance Program Re-Authorization Act (CHIPRA)**

Stellarware will develop, print, and mail Children's Health Insurance Program Re-Authorization Act (CHIPRA) referral forms and basic informational literature on the CHIPRA program for public education purposes with the approval of Rhode Island. We will maintain a website dedicated to the state agency's CHIPRA program that will include informational literature such as state regulations, frequently asked questions, and associated forms available for download. Stellarware will also develop an educational outreach program supplying members with brochures and training on how to utilize the CHIPRA program.

Stellarware has operated New Hire Reporting projects in thirteen (13) states for over fifteen (15) years and created a module for the National Medical Support Notice (NMSN) that specifically assists states in identifying health insurance options and enrolling children and families. In addition, Stellarware electronically interfaces with hundreds of thousands of employers across the country to obtain employment information that correlates with employee's health insurance information. We will apply this knowledge to the CHIPRA platform that we develop within the MRN program.

Stellarware will conduct annual verification on the eligibility for the CHIPRA Program which includes the re-determination of eligibility process. Stellarware will make recommendations on CHIPRA clients that are deemed unresponsive or uncooperative and create outreach campaigns for automated and manual follow-up. All appeals regarding denied applications will be logged in the MRN database. Stellarware will create corresponding documentation to reply to appeals, which will be submitted to Rhode Island for approval. Stellarware can program a dashboard report that displays the number of appeals received on a weekly or monthly basis and that includes specific details on each appeal. Furthermore, Stellarware will add checks and balances into the system to automatically detect and prevent duplicate premium payments.



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Stellarware has extensive experience with file interface and mapping and will electronically process interface resource file updates with current health insurance information determined by the agency. All updates will be loaded into the corresponding case information in MRN with alerts that notify our MRN operations team to review the new information. Our team will also perform manual TPL resource updates, which will be processed within two (2) business days of the request. The team will review all updates and make the determination for next steps. Furthermore, Stellarware will update new case information in the MRN system immediately upon notice of activity. This includes updating notes, employer information, amount of reimbursement, policy / plan information, etc. The state will be able to immediately access the updates upon logging in and viewing the case in MRN. MRN can also provide the state with an extract file to be loaded in the agency system.

Stellarware will forward a copy of the check register / EFT document to the TPL unit for review and accuracy on a weekly basis. We will upload a weekly positive pay file to a location specified by Rhode Island within one (1) business day of checks being mailed. Stellarware recognizes that with changes to new policies comes system modifications or improvements. Stellarware will work with the Rhode Island to continuously update the MRN system and make recommendations to fulfill the state's requirements no less than annually.

**Service Level 6 -- STABLE/ABLE**

Upon notice of death on a designated STABLE beneficiary, Stellarware will immediately open a case file in the MRN system and attach the notice of death into the case notes section. Stellarware will work with Rhode Island to develop follow up correspondence to reach out to the attorney or next of kin to obtain updated statements on the STABLE accounts. Stellarware will assert the state's right to recovery by sending liens and follow up documentation highlighting medical claims paid by Medicaid on behalf of the recipient.

When the case is concluded, Stellarware will post the collection in the recovery module of the STABLE case. The MRN team will generate a release of lien form in the MRN system indicating that the STABLE case is concluded for state approval within a timeframe specified by the state. The team will send the notices to the appropriate parties upon approval and close the case in the MRN system. Stellarware will add a STABLE recovery report to the MRN reports module that allows state agency users to run the report and view collections on STABLE cases at their convenience.

**7. Project Management**

Stellarware is committed to the success of its projects and has developed a set of best practices for its management team and staff members to follow. Trusted and proven project management policies are vital to the success of Stellarware. Our project management strategies and methodologies will ensure that the contract deliverables resulting from this solicitation are executed correctly, delivered on schedule, and within budget.



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Stellarware takes its project management obligations seriously and has developed our approach to project management using the tools, techniques, and best practices defined by the PMBOK® Guide Sixth and Seventh Editions to ensure that our responsibilities are not only met but exceeded. We recognize the importance of understanding our clients' needs to deliver practical and innovative solutions. At Stellarware, the client always comes first because for a project to be successful, client expectations must be satiated. Our approach has led us to the receipt of positive feedback from all our clients.

Stellarware will continue to use project management best practices based on the standards, disciplines, and guidelines from the Project Management Institute (PMI) along with a methodology based on a System Development Life Cycle (SDLC) and incorporating other organizational process assets.

### **8. Staffing**

#### **Rhode Island Medicaid Recovery Network Team**

Stellarware has in place a current RI Project Manager in addition to technology, advisory, and supporting staff. Stellarware's current project manager of the MRN program possesses ten (10) years of experience in Third Party Liability project management. The project manager will continue to be responsible for the day-to-day operations to ensure ongoing success in the State of Rhode Island. Our team will continue to provide exceptional management skills with a focus on customer services, insurance participation, and electronic data matching requirements.

On the following page please find Stellarware's organization chart for staff that will continue to operate the Rhode Island Medicaid Recovery Network. These same staff members have been successfully managing the MRN program since its inception in 2012. Additional staff members will be added if needed. Our team has built a positive relationship with the State, insurance companies, and attorneys, and we are confident in our ability to successfully continue performing the required services.

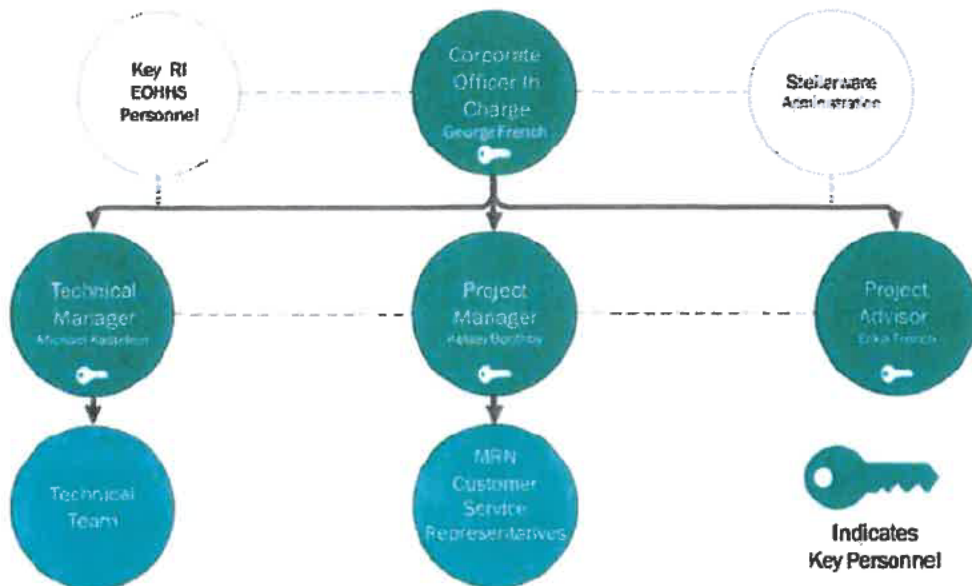


## PARTICIPATING ADDENDUM



### THIRD PARTY LIABILITY SERVICES

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Stellarware offers the State of Rhode Island a highly qualified and motivated staff that has significant Medicaid recoveries and third-party liability for casualty claims experience. Stellarware is proud of the job we have done for the MRN project to date, becoming a trusted partner for Rhode Island as well as the insurance and legal communities since late 2012. The proposed Stellarware team that will be working on the Medicaid Recovery Network project consists of the following positions and persons:

- **Corporate Officer In Charge – Mr. George French**
- **Technical Manager – Mr. Michael Kastelein**
- **Project Manager – Ms. Kelsey Boothby**
- **Project Advisor – Ms. Erika French**
- **MRN Operations Staff**

The resumes for our key staff members can be found in the Appendix.

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**Appendix**

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**Resumes – Key Personnel**

## PARTICIPATING ADDENDUM



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**MR. GEORGE FRENCH**  
*Corporate Officer In Charge*  
Stellarware Corporation  
600 Longwater Drive, Suite 202  
Norwell, MA 02061 | (781) 347-3633  
[gfrench@stellarware.com](mailto:gfrench@stellarware.com)

#### SKILLS

- Event and contact management solutions design and implementation: event administration, registration, contact history, collaboration and reporting
- Preparation of sales and purchase contracts
- Monitoring of Stellarware employees to ensure compliance with all company contracts
- Management of complex state projects
- E-commerce solutions design and implementation: business rules, process flow, account management and reporting for handling transactions in multiple environments
- Maintenance of organized system of physical and digital records
- Application development for intranets: display and editing of online content, user access levels and virtual databases in multiple environments

#### WORK EXPERIENCE

**Stellarware Corporation**  
2004-Present

As **Corporate Officer In Charge**, Mr. French leads the development and conceptual design for web-based solutions for local, state, and federal government agencies. Highlighted by the introduction of the Child Support Lien Network (CSLN), Medicaid Recovery Network (MRN), and New Hire Reporting programs, Stellarware offers comprehensive, efficient, and effective solutions for locating assets and collecting past-due debts owed to government agencies. Operating at the direction of Mr. French, CSLN has experienced substantial growth under the Stellarware brand, expanding its reach to a network of 30 U.S. child support agencies comprised of 3.8 million delinquent cases representing over \$80 billion in arrears. To date, CSLN has collected over \$2.2 billion in past-due support. Mr. French is also responsible for launching Stellarware's New Hire Reporting division which currently manages projects in the District of Columbia, Georgia, Indiana, Mississippi, Nebraska, New Jersey, New Mexico, North Carolina, Rhode Island, Tennessee, Virginia, West Virginia, and Wisconsin, helping thousands of employers work with State government through Internet based systems. Stellarware's latest venture, MRN, has swiftly grown under Mr. French's leadership, amassing over \$31 million in applied liens for the State of Rhode Island since 2013 alone.

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**MAXIMUS, Inc., Child Support Division, Director of Products and Services**  
1997-2004

MAXIMUS, Inc. is a \$500 million Health and Human Services company with 5000 employees. As the Director of Products and Services, George had executive responsibility for the development and operation of the Child Support Lien Network (CSLN), which at the time, was a network of 18 state child support agencies that joined together to intercept insurance claim settlements for past due child support utilizing an innovative, web enabled system for interfacing with the nations insurers and claims databases. CSLN, with 18 states and over 2.3 million delinquent cases, was responsible for over \$35 million dollars in child support collections in FY 2003.

**Commonwealth of Massachusetts, Department of Revenue, Child Support Enforcement Division**  
1991-1997

***Associate Deputy Commissioner, Chief Administrative Officer***  
1996-1997

George directed multiple administrative and technology bureaus including Information Technology Bureau, Special Projects, Operations Support, Revenue Conduit Bureau and Analysis & Reporting. He directed efforts for all technology and automated projects relating to location, enforcement and collections including New Hire Reporting, Bank Levies, Insurance Liens, Property Liens, Wage Assignments and Wage Levies. George designed location database for state agency matching and automated paternity established processing. He was responsible for \$55 million CSE budget management for 810 employees and 7 regional offices.

***Information Technology Bureau Chief***  
1995-1996

George directed information technology projects supporting location processing of non-custodial parents. He designed and developed applications for processing credit reports, SFSA and 1099 information providing caseworkers with electronic user-friendly computer location tools. George managed and implemented Massachusetts Child Support Enforcement Internet presence including "Wanted on the Web" and all Internet activity. He represented Child Support Enforcement Deputy Commissioner on national IV-D systems committee and made numerous presentations on location processing and Internet development and presence.

***Chief User Participation Bureau***  
1992-1994

George managed and coordinated all CSE design efforts for New System Development. He developed process for selection and assignment of 26 Users for system development and project management.



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***Chief of Field Operations***

1991-1992

George managed 41 local offices and 350 staff members. He directed reengineering of local office structure including: consolidation of 12 offices and specialized functional processing.

***Deputy Chief of Operations Division***

1988-1991

George served as the administrative/MIS coordinator for Operations Division with Arthur Andersen, MASSTAX accomplishment: researched, designed, implemented and trained, automated process coordinated financial and administrative controls for Miscellaneous Taxes.

***EDP Audit Specialist, Commonwealth of Massachusetts, Office of the Auditor***

1987-1988

George performed EDP audit surveys on the mainframe, mini systems and LANs. He directed survey audits for state higher education institutions in the Commonwealth.

***Operations Manager, Consumer Publications, INC.***

1987-1988

George initiated multi-user system: inventory control, accounts receivable, accounts payable, general ledger and customer database.

**EDUCATION**

Bentley University, Boston, MA  
Bachelor of Science, Marketing/Management, 1981

**PROFESSIONAL AFFILIATIONS**

Gold-Level Corporate Partner, NCSEA

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**MR. MICHAEL KASTELEIN**  
*Technical Manager*  
Stellarware Corporation  
600 Longwater Drive, Suite 202  
Norwell, MA 02061 | (781) 347-3633  
[mkastelein@stellarware.com](mailto:mkastelein@stellarware.com)

#### **SKILLS**

- Custom database programming
- Data management and analytics
- Problem resolution and decision making
- Strong technical writing and oral communication skills
- Solid leadership abilities
- Acute attention to detail

#### **WORK EXPERIENCE**

##### **Stellarware Corporation** 2001-Present

As Technical Manager, Michael provides hardware and software system administration for numerous mission-critical web, file transfer, and database servers, and is an integral resource when it comes to Stellarware's Medicaid and child support projects – from engineering, implementation, maintenance, and security compliance standpoints. In addition, Michael is responsible for managing Stellarware's day-to-day IT related tasks, including routine support and problem resolution.

##### **Banknorth Group** 2001

Michael worked with web development team to migrate several applications from MS Access to browser-based solutions. He designed and implemented interface using Perl and HTML::Macro module and dynamic data provided by MySQL database back-end. Application code provided a modular framework for rapid conversion of roughly a dozen other similar MS Access based applications.

##### **Fairchild Semiconductor** 2000-2001

Michael worked with the UNIX team of developers in support of the corporate Oracle-based Data Warehouse. Designed and implemented a unified scheduler/ETL tool for the Data Warehouse to be used for all UNIX data processing. He transferred the development and maintenance efforts to

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Fairchild employees. He provided off-hours, on-call support from December 2000 until the end of the contract.

#### **Aurora & Quanta Productions**

1999-2000

Michael worked with new media team to develop database-enabled content for web sites primarily utilizing Perl and MySQL. He configured and supported Aurora's TCP/IP network, along with various Internet services including DNS, Web, E-Mail and File Sharing (via Samba).

#### **Internet Maine/HarvardNet**

1996-1999

Michael served as a lead programmer for various ecommerce and database-enabled applications. He was also involved in top-tier customer support and system administration for all Internet services, including web, FTP, email, DNS, Oracle and MySQL.

#### **LANGUAGES / APPLICATIONS**

- Database Administration (SQL, MySQL, Oracle, PostgreSQL)
- UNIX System Administration (Linux, FreeBSD, OpenBSD, Solaris)
- Web-based Application Development (PHP, Perl, mod\_perl, Apache)

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**MS. KELSEY BOOTHBY**  
*Project Manager*  
Stellarware Corporation  
600 Longwater Drive, Suite 202  
Norwell, MA 02061 | (781) 347-3633  
[kboothby@stellarware.com](mailto:kboothby@stellarware.com)

**SKILLS**

- Highly organized
- Professional verbal and written skills
- Proven track record in customer service support
- Proficient in time management and task delegation
- Strong leadership skills

**WORK EXPERIENCE**

**Stellarware Corporation, Medicaid Recovery Network (MRN), Project Manager**  
2010-Present

Ms. Kelsey Boothby, **Project Manager**, contributes extensive and successful experience in operational project management, handling customer service inquiries, and electronic data interfacing functions. She has played a crucial role in the implementation and development of the MRN project for which she currently serves as the Project Manager. In this position, Ms. Boothby is responsible for handling all problems and issues identified during the contract period. She manages the daily operations of contract staff and works with the insurer community and other state and federal departments and agencies in providing support and outreach. Ms. Boothby is also responsible for establishing and enforcing quality assurance standards for the project.

**Stellarware Corporation, Child Support Lien Network (CSLN), Customer Service**  
2010-2012

For over two (2) years, Ms. Boothby worked on CSLN serving as a Customer Service Representative where she was responsible for batching and qualifying insurance claims against delinquent child support obligors. She processed a high volume of incoming and outgoing phone calls daily and provided excellent customer service via multiple platforms.

**Sodexo, Inc.**  
2008-2010

Ms. Boothby implemented payroll for summer employees while providing administrative support for senior management. She was responsible for creating and scheduling dining promotions for students.

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**The Lantana, LLC.**  
**2006–2008**

Ms. Boothby's responsibilities included receptionist duties, office management, and customer service. She also scheduled networking events and appointments for prospective clientele to tour the facility.

**EDUCATION**

University of Massachusetts Dartmouth, Dartmouth, MA  
Bachelor of Business, Operations Management

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**MS. ERIKA C. FRENCH**  
*Project Advisor*  
Stellarware Corporation  
600 Longwater Drive, Suite 202  
Norwell, MA 02061 | (781) 347-3633  
[efrench@stellarware.com](mailto:efrench@stellarware.com)

#### **SKILLS**

- Project development and analysis
- Project implementation
- Project oversight and growth
- Customer relations
- Process improvements
- Staff training and development

#### **WORK EXPERIENCE**

**Stellarware Corporation, Medicaid Recovery Network (MRN), Project Advisor**  
2012-Present

Ms. Erika French, **Project Advisor**, has been with Stellarware Corporation for almost a decade and brings a full working knowledge of all projects that Stellarware operates. In her role as Project Advisor, Ms. French processes insurance matches for personal injury and workers' compensation claims and reviews medical claims data to establish liens. Additionally, she performs outreach and initial coordination with insurance companies for participation in the MRN program. Ms. French also provided significant contributions to the design and development of the MRN program from its onset. This included helping translate and migrate Child Support Lien Network (CSLN) functionality, including batch processing, quality assurance measures, and lien generation. Ms. French also participated in the development, testing, and implementation of MRN as well as aided in development and documentation of MRN procedures.

**Stellarware Corporation, CSLN, TX IWO Follow-up, Project Manager**  
2015-Present

- Oversees daily operations to ensure all goals are met and that the quality of all work performed meets and exceeds the requirements and expectations of the State of Texas.
- Established business and technical requirements at time of project start up
- Coordinated project implementation with internal project staff as well as State project staff
- Helped translate and migrate existing functionality in other projects to design and build a robust, effective and efficient program for the State of Texas
- Developed formal training documents, and conducted training sessions with staff on operations, procedures, and workflow

**Stellarware Corporation, Child Support Lien Network, Customer Service**





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2010-2012

- Performed customer service and quality assurance on insurance matches for personal injury and worker's compensation to identify matches for child support liens
- Developed and formalized batch processing procedures and workflow
- Assisted development of workflow and processing for real property quality assurance and lien generation. Work included reviewing property records and credit reports
- Other duties included – data analysis, development of procedures, training, and outreach

**ADDITIONAL WORK EXPERIENCE**

- Facilitate the proposal team in preparing bids for contracts in Child Support, New Hire Reporting and Medicaid
- Attend Child Support, New Hire Reporting, and Medicaid conferences:
  - Represent Stellarware at numerous nationwide child support conferences, networking and collaborating with different state agencies
  - Attend relevant subject matter workshops

**EDUCATION**

Saint Anselm College, Manchester, NH  
Bachelor of Science, Natural Science, May 2012  
Academic Honors: Saint Elizabeth Seton Society

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**Vendor Certification Form**

Mini-bid Appendix C



# Division of Purchases

One Capitol Hill | Providence, RI 02908 | (401) 574-8100

Nancy R. McIntyre, State Purchasing Agent

## VENDOR CERTIFICATION FORM

Vendors must respond to every statement. Vendors must provide all relevant information.  
Bid proposals submitted without a complete response may be deemed nonresponsive.

### Question

### Response

Disclosures 1. State whether the Vendor, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Vendor or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below in Disclosures #5.

☐ Yes

☒ No

Disclosures 2. State whether the Vendor, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Vendor or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below in Disclosures #5.

☐ Yes

☒ No

Disclosures 3. State whether the Vendor, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Vendor or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below in Disclosures #5.

☐ Yes

☒ No

Disclosures 4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Vendor is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state. If "Yes," provide details below in Disclosures #5.

☐ Yes

☒ No



# Division of Purchases

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Nancy R. McIntyre, State Purchasing Agent

## VENDOR CERTIFICATION FORM

**Disclosures 5 - Disclosure Details:** If a "Yes" was provided in Disclosures 1-4, provide details here (attach separate document if additional space needed) - OR - Type "N/A" if all responses were "No".

N/A

**Ownership Disclosure 1:** If the Vendor is publicly held, the Vendor may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Vendor; otherwise, complete ownership disclosure is required. List each officer, director, manager, stockholder, member, partner, or other owner or principle of the Vendor, and each intermediate parent company and the ultimate parent company of the Vendor. For each individual, provide his or her name, business address, principal occupation, position with the Vendor, and the percentage of ownership, if any, he or she holds in the Vendor, and each intermediate parent company and the ultimate parent company of the Vendor (attach separate document if additional space needed).

Stellarware Corporation  
George French  
President & CEO

600 Longwater Drive, Ste 202  
Norwell, MA 02061

Percent of ownership: 100%

**Certifications 1:** The Vendor will immediately disclose, in writing, to the State Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation. If "No," provide details below in Certifications #12.

☒ Yes

☐ No

**Certifications 2:** The Vendor possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation and will maintain all required licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Vendor shall immediately notify the State Purchasing Agent in writing. If "No," provide details below in Certifications #12.

☒ Yes

☐ No

**Certifications 3:** The Vendor will maintain all required insurance during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Vendor will immediately notify the State Purchasing Agent in writing. If "No," provide details below in Certifications #12.

☒ Yes

☐ No



# Division of Purchases

One Capitol Hill | Providence, RI 02908 | (401) 574-8100

Nancy R. McIntyre, State Purchasing Agent

## VENDOR CERTIFICATION FORM

Certification 4. The Vendor understands that falsification of any information in this bid proposal or failure to notify the State Purchasing Agent of any changes in any disclosures or certifications in this Vendor Certification may be grounds for suspension, debarment, and/or prosecution for fraud. If "No," provide details below in Certifications #12

☒ Yes

☐ No

Certification 5. The Vendor has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or official of the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Vendor further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third party contingent on the award of a contract pursuant to this solicitation. If "No," provide details below in Certifications #17

☒ Yes

☐ No

Certification 6. This bid proposal is not a collusive bid proposal. Neither the Vendor, nor any of its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other vendor or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other vendor or person to fix the price or prices in the bid proposal or the bid proposal of any other vendor, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other vendor, or to secure through any collusion, conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Vendor, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents. If "No," provide details below in Certifications #12

☒ Yes

☐ No

Certification 7. The Vendor: (i) is not identified on the General Treasurer's list created pursuant to R.I. Gen. Laws § 37-2.5-3 as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b). If "No," provide details below in Certifications #12

☒ Yes

☐ No



# Division of Purchases

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Nancy R. McIntyre, State Purchasing Agent

## VENDOR CERTIFICATION FORM

Certifications 8. The Vendor will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island. If "No," provide detail below in Certifications #12.

☒ Yes

☐ No

Certifications 9. Vendor certifies that it is not currently engaged in and shall not during the duration of the contract (if awarded) engage in the boycott of any person, firm, or entity based in or doing business with any jurisdiction with whom the State of Rhode Island can enjoy open trade. Nor shall vendor participate in the boycott of any public agencies, entities, or instrumentalities of any jurisdiction with whom the State of Rhode Island can enjoy open trade. For the purposes of this certification "jurisdiction with whom the State of Rhode Island can enjoy open trade" means national governments who are members of the World Trade Organization. If "No," provide details below in Certifications #12.

☒ Yes

☐ No

Certifications 10. Vendor has complied with and, if awarded a contract with the State of Rhode Island shall promptly comply with, the reporting requirements of the "Reporting of Political Contributions by State Vendors" (R.I. Gen. Laws § 17-27-1, et seq. If "No," provide details below in Certifications #12.

☒ Yes

☐ No

Certifications 11. Vendor has read and accepts the State of Rhode Island's General Conditions of Purchase which shall be the contractual terms and conditions between the parties upon issuance of a Purchase Order by the Division of Purchases. The State's General Conditions of Purchase can be found at <https://rules.sos.ri.gov/regulations/part/220-30-00-13> and addenda can be found at <https://ridop.ri.gov/rules-regulations/>. If "No," provide details below in Certifications #12.

☒ Yes

☐ No

Certifications 12. Certifications Details. If a "No" was provided in Certifications 1-11, provide details here (attach separate document if additional space needed). OR Type "N/A" if all responses were "Yes."

N/A





## Division of Purchases

One Capitol Hill | Providence, RI 02908 | (401) 574-8100

Nancy R. McIntyre, State Purchasing Agent

### VENDOR CERTIFICATION FORM

Acknowledgement 1 Submission by the Vendor of a bid proposal pursuant to this solicitation constitutes an offer to contract with the State of Rhode Island through the Division of Purchases on the terms and conditions contained in this solicitation and the bid proposal. The Vendor certifies that: (1) the Vendor has reviewed this solicitation and agrees to comply with its terms and conditions; (2) the bid proposal is based on this solicitation; and (3) the information submitted in the bid proposal (including this Vendor Certification Cover Form) is accurate and complete. The Vendor acknowledges that the terms and conditions of this solicitation and the bid proposal will be incorporated into any contract awarded to the Vendor pursuant to this solicitation and the bid proposal. The person signing below represents, under penalty of perjury, that he or she is fully informed regarding the preparation and contents of this bid proposal and has been duly authorized to execute and submit this bid proposal on behalf of the Vendor.

☒ Yes

☐ No

Acknowledgement 2 Name and Date Enter name of vendor representative submitting this form with date.

Print Name: **George French**

Signature:

Date **10/11/2022**

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**PARTICIPATING ADDENDUM**

**THIRD PARTY LIABILITY SERVICES**

Led by the State of Georgia

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**Supplemental Bidder Attestation**

Mini-bid Appendix E



**Division of Purchases**  
One Capitol Hill | Providence, RI 02908 | (401) 574-8100  
Nancy R. McIntyre, State Purchasing Agent

**SUPPLEMENTAL BIDDER ATTESTATION**  
**R.I. GEN. LAWS § 37-2-13.1(b)**

In accordance with R.I. Gen. Laws § 37-2-13.1(b), I hereby certify that Stellarware Corporation and its parent corporation, subsidiary, affiliates and/or subcontractors do not have and has not had any contractual, financial, business or beneficial interest with the State of Rhode Island or with any official, officer or agency in charge of the below-noted Request for Proposal which represents a conflict of interest, nor participated or was consulted with respect to the requirements, technical aspects or any other part of the formation and promulgation of the below-noted Request for Proposal.<sup>1</sup> Further and if applicable, the below-noted Request for Proposal does not relate to any audit, examination, independent verification, review, or evaluation of Stellarware Corporation's work, financials, or operations performed on behalf of the State of Rhode Island or any official, officer, or agency.

By signature below, I attest that the information provided above is true and correct to the best of my knowledge. Further, I attest that I am authorized to make such attestation on behalf of and in the interest of Stellarware Corporation.

So attested on this 11 day of October in the year 20 22.

AUTHORIZED SIGNATORY NAME (PRINTED): Georg French

AUTHORIZED SIGNATURE: 

SOLICITATION NUMBER/TITLE: Mini-bid for TPL Recovery Services - RI EOHHS 0001

<sup>1</sup> A "conflict of interest" occurs when private interests or relationships interfere in any way with the interests of the State. Simply being a current vendor or a past vendor of the State does not in itself cause a conflict requiring preclusion. Additionally, formal responses to a Request for Information (RFI) issued by the Division of Purchases does not constitute "participation" or "consultation" with respect to a future RFP and, as intended by the General Assembly in R.I. Gen. Laws § 37-2-13.1, does not disqualify a vendor from future participation from a subsequent RFP.

NASPO ValuePoint

**PARTICIPATING ADDENDUM**



**THIRD PARTY LIABILITY SERVICES**

Led by the State of Georgia

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**General Terms of Purchase**

Mini-bid Appendix B

## **GENERAL CONDITIONS – ADDENDUM A**

### **GENERAL INSURANCE REQUIREMENTS**

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

Schedule A1: General Requirements

Schedule A2: Professional Services

Schedule A3: Information Technology

Schedule A4: Public Works

Schedule A5: Department of Transportation Projects

## **Schedule A1 – General Requirements**

### **Definitions**

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

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

### **Required Insurance**

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

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



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

**Required Insurance:**

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

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

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

Crime insurance, as applicable to the procurement or solicitation:

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

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

**All Required Insurance shall be:**

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

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

## **Schedule A2 – Professional Services**

### **Definitions**

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

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

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

### **Required Insurance**

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

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

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

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

**Required Insurance:**

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



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

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

4. Professional Liability Insurance.<sup>4</sup>

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

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

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

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

5. Environmental/Pollution Liability Insurance when past, present or future hazard is possible.

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

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

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

incurred in the investigation, adjustment or defense of claims for such compensatory damages.

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

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

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

**All Required Insurance shall be:**

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

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

## Schedule A3 – Information Technology and/or Cyber/Privacy

### Definitions

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

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

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

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

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

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

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

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

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

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

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

#### **Required Insurance**

Contract Party shall procure Required Insurance as defined herein:

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



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

**Required Insurance:**

1. Commercial General Liability Insurance. Commercial General Liability Insurance ("CGL") based on Insurance Services Office ("ISO") most recent version of Commercial General Liability policy form CG00 01, or its equivalent:
  - a. Covering bodily injury (including death), broad form property damage, personal and advertising injury, independent contractors, products and completed operations and contractual liability.
  - b. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence, \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate.
  - d. The general aggregate must be on a "per project" or "per location" basis.
  - e. Shall include waiver of subrogation in favor of State.
  - f. Include State as additional insureds on a primary and non-contributory basis.
  - g. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds on a primary and non-contributory basis and a waiver of subrogation in favor of the State<sup>7</sup>. All endorsements shall be subject to review and approval by the authorized State personnel.
2. Automobile Liability Insurance. Automobile Liability Insurance based on ISO most recent version of Business Automobile Policy ("BAP") CA 00 01, or its equivalent:
  - a. Covering bodily injury and property damage for any vehicles used in conjunction with the performance of this Contract including owned, non-owned, and hired vehicles.
  - b. If a Contract Party does not own any vehicle at any time during the duration of this Contract then the Contract Party can seek hired and non-owned automobile coverage as provided by BAP or by hired non-owned automobile coverage endorsement to CGL.
  - c. At a minimum Contract Party must maintain hired and non-owned automobile coverage for the full duration of this Contract.

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

- d. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence.
- e. Shall include waiver of subrogation in favor of State.
- f. Include State as additional insureds on a primary and non-contributory basis.
- g. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds on a primary and non-contributory basis and a waiver of subrogation in favor of the State. All endorsements shall be subject to review and approval by the authorized State personnel

3. Workers' Compensation and Employers' Liability.

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

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

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

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

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

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

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

**Information Technology**

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

**Cyber/Privacy Insurance**

Coverage for Contract Party to include:

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

Crime Insurance as applicable to the procurement or solicitation:

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

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

**All Required Insurance shall be:**

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

**10. These Insurance Requirements shall survive expiration or termination of the Contract.**

#### **Schedule A4 – Public Works**

As contained in the AIA documents and as required below. If the AIA documents' insurance provisions and the following insurance requirements conflict, the AIA documents' insurance requirements control.

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

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



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

**Required Insurance:**

1. Commercial General Liability Insurance. Commercial General Liability Insurance ("CGL") based on Insurance Services Office ("ISO") most recent version of Commercial General Liability policy form CG00 01, or its equivalent:
  - a. Covering bodily injury (including death), broad form property damage, personal and advertising injury, independent contractors, products and completed operations and contractual liability.
  - b. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence, \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate.
  - c. The general aggregate must be on a "per project" or "per location" basis.
  - d. Shall include waiver of subrogation in favor of State.
  - e. Include State as additional insured on a primary and non-contributory basis.
  - f. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insured<sup>8</sup> on a primary and non-contributory basis and a waiver of subrogation in favor of State. All endorsements shall be subject to review and approval by the authorized State personnel.
2. Automobile Liability Insurance. Automobile Liability Insurance based on ISO most recent version of Business Automobile Policy ("BAP") CA 00 01, or its equivalent:
  - a. Covering bodily injury and property damage for any vehicles used in conjunction with the performance of this Contract including owned, non-owned, and hired vehicles.
  - b. If a Contract Party does not own any vehicle at any time during the duration of this Contract then the Contract Party can seek hired and non-owned automobile coverage as provided by BAP or by hired non-owned automobile coverage endorsement to CGL.
  - c. At a minimum Contract Party must maintain hired and non-owned automobile coverage for the full duration of this Contract.
  - d. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence.
  - e. Shall include waiver of subrogation in favor of State.
  - f. Include State as additional insured on a primary and non-contributory basis.

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<sup>8</sup>Any time Contract Party is responsible for construction of any kind the additional status for State shall include additional Insured-products/completed operations in addition to additional insured-premises/operations.

- g. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds on a primary and non-contributory basis and a waiver of subrogation in favor of State. All endorsements shall be subject to review and approval by the authorized State personnel.

3. Workers' Compensation and Employers' Liability.

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

**All Required Insurance shall be:**

- 1. Placed with insurers:
  - a. Authorized to do business in Rhode Island.
  - b. Rated "A-," class X or better by A.M. Best Company, Inc.
  - c. Any insurer with a lesser financial rating must be approved by the authorized State personnel.
- 2. The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary.
- 3. As evidence of the insurance required by this Contract, the Contract Party shall furnish to State Certificates of Insurance, including confirmation of all required policy endorsements including, but not limited to, additional insured endorsements:
  - a. In form acceptable to the State to the Department of Administration, Division of Purchases prior to a Division of Purchases award. Failure to comply with this provision may result in rejection of the bid offer.
  - b. All certificates of insurance, whenever issued, shall include the requirement of the insurer for thirty (30) days advance written notice of cancellation or non-renewal of any insurance policy to Department of Administration, Division of Purchases Attn: Purchasing Agent, One Capitol Hill, Providence, RI 02908. Contract Party shall also immediately notify the State if the Required Insurance is cancelled, non-renewed, potential exhaustion of policy limits or otherwise changed.
  - c. Certificates of Insurance and required endorsements shall thereafter be submitted annually or earlier upon expiration and renewal of any of the policies.
  - d. All Certificates of Insurance and to the extent possible endorsements shall reference the State procurement number.
  - e. State retains the right to demand a certified copy of any Required Insurance policy, Certificate of Insurance or endorsement.

4. The Contract Party shall be responsible to obtain and maintain insurance on any real or personal property owned, leased or used by State that is in the care, custody or control of Contract Party. All property insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the Insured Parties.
5. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contract Party for the Contract Party's operations. These are solely minimums that have been established to protect the interest of the State.
6. State shall be indemnified and held harmless as required by the Contract and to the full extent of any coverage actually secured by the Contract Party in excess of the minimum requirements set forth above.
7. The Contract Party shall use at its own risk and insure at its own cost any of its owned, leased or used real or personal property. All such insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the State.
8. The Contract Party shall comply with any other insurance requirements including, but not limited to, additional coverages or limits contained in the procurement or solicitation.
9. Failure to comply with these Insurance Requirements is a material breach entitling the State to terminate or suspend the Contract immediately.
10. These Insurance Requirements shall survive expiration or termination of the Contract.

## **Schedule A5 – Department of Transportation Projects**

As contained in the State of Rhode Island Department of Transportation's Standard Specifications for Road and Bridge Design document commonly referenced as the Rhode Island Department of Transportation's "Blue Book" located at [www.dot.ri.gov/business/bluebook.php](http://www.dot.ri.gov/business/bluebook.php) and as required below. If the Blue Book's insurance requirements and the following insurance requirements conflict, the Blue Books' insurance requirements control.

### **Required Insurance**

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

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

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

**Required Insurance:**

1. **Commercial General Liability Insurance.** Commercial General Liability Insurance ("CGL") based on Insurance Services Office ("ISO") most recent version of Commercial General Liability policy form CG00 01, or its equivalent:
  - a. Covering bodily injury (including death), broad form property damage, personal and advertising injury, independent contractors, products and completed operations and contractual liability.
  - b. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence, \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate.
  - c. The general aggregate must be on a "per project" or "per location" basis.
  - d. Shall include waiver of subrogation in favor of State.
  - e. Include State as additional insured on a primary and non-contributory basis.
  - f. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insured<sup>9</sup> on a primary and non-contributory basis and a waiver of subrogation in favor of State. All endorsements shall be subject to review and approval by the authorized State personnel.
2. **Automobile Liability Insurance.** Automobile Liability Insurance based on ISO most recent version of Business Automobile Policy ("BAP") CA 00 01, or its equivalent:
  - a. Covering bodily injury and property damage for any vehicles used in conjunction with the performance of this Contract including owned, non-owned, and hired vehicles.
  - b. If a Contract Party does not own any vehicle at any time during the duration of this Contract then the Contract Party can seek hired and non-owned automobile coverage as provided by BAP or by hired non-owned automobile coverage endorsement to CGL.
  - c. At a minimum Contract Party must maintain hired and non-owned automobile coverage for the full duration of this Contract.
  - d. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence.
  - e. Shall include waiver of subrogation in favor of State.
  - f. Include State as additional insured on a primary and non-contributory basis.

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<sup>9</sup>Any time Contract Party is responsible for construction of any kind the additional status for State shall include additional Insured-products/completed operations in addition to additional insured-premises/operations.

- g. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds on a primary and non-contributory basis and a waiver of subrogation in favor of State. All endorsements shall be subject to review and approval by the authorized State personnel.

3. Workers' Compensation and Employers' Liability.

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

**All Required Insurance shall be:**

- 1. Placed with insurers:
  - a. Authorized to do business in Rhode Island.
  - b. Rated "A-," class X or better by A.M. Best Company, Inc.
  - c. Any insurer with a lesser financial rating must be approved by the authorized State personnel.
- 2. The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary.
- 3. As evidence of the insurance required by this Contract, the Contract Party shall furnish to State Certificates of Insurance, including confirmation of all required policy endorsements including, but not limited to, additional insured endorsements:
  - a. In form acceptable to the State to the Department of Administration, Division of Purchases prior to a Division of Purchases award. Failure to comply with this provision may result in rejection of the bid offer.
  - b. All certificates of insurance, whenever issued, shall include the requirement of the insurer for thirty (30) days advance written notice of cancellation or non-renewal of any insurance policy to Department of Administration, Division of Purchases Attn: Purchasing Agent, One Capitol Hill, Providence, RI 02908. Contract Party shall also immediately notify the State if the Required Insurance is cancelled, non-renewed, potential exhaustion of policy limits or otherwise changed.
  - c. Certificates of Insurance and required endorsements shall thereafter be submitted annually or earlier upon expiration and renewal of any of the policies.
  - d. All Certificates of Insurance and to the extent possible endorsements shall reference the State procurement number.
  - e. State retains the right to demand a certified copy of any Required Insurance policy, Certificate of Insurance or endorsement.



4. The Contract Party shall be responsible to obtain and maintain insurance on any real or personal property owned, leased or used by State that is in the care, custody or control of Contract Party. All property insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the State.
5. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contract Party for the Contract Party's operations. These are solely minimums that have been established to protect the interest of the State.
6. State shall be indemnified and held harmless as required by the Contract and to the full extent of any coverage actually secured by the Contract Party in excess of the minimum requirements set forth above.
7. The Contract Party shall use at its own risk and insure at its own cost any of its owned, leased or used real or personal property. All such insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the State.
8. The Contract Party shall comply with any other insurance requirements including, but not limited to, additional coverages or limits contained in the procurement or solicitation.
9. Failure to comply with these Insurance Requirements is a material breach entitling the State to terminate or suspend the Contract immediately.
10. These Insurance Requirements shall survive expiration or termination of the Contract.