

CONTRACT INFORMATION GUIDE



Third Party Liability Recovery Services

Lead State: Georgia

Master Agreement No: 99999-NVP-DCH0000120-0002

Agreement Term: 02/01/2022-12/31/2031



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CONTRACT INFORMATION GUIDE

A summarization of the most important elements comprising our Master Agreement, Participating Addendum, and TPL Recovery Service offerings.

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MASTER AGREEMENT

1. NASPO VALUEPOINT BACKGROUND

The National Association of State Procurement Officials (NASPO®) is a non-profit association made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia, and the territories of the United States. NASPO's cooperative purchasing division, NASPO ValuePoint®, facilitates cooperative public procurement solutions using a Lead State Model to deliver competitively sourced contracts offering outstanding prices, favorable conditions, and value-added services.

NASPO ValuePoint®, through Georgia as the Lead State, awarded Stellarware a contract in January 2022 for Third Party Liability (TPL) Recovery Services, which also includes services for:

- Estate Recovery
- Qualifying Trusts
- The State Treasury Achieving a Better Life Experience (STABLE) Program
- The Health Insurance Premium Payment (HIPP) Program
- The Children's Health Insurance Program Reauthorization Act (CHIPRA)

These services are available to all states that submit an Intent to Participate or "ITP" form (see [APPENDIX](#)) and execute a Participating Addendum or "PA" (see [APPENDIX](#) for the PA template).

2. CONTRACT STRUCTURE

To the extent possible, the terms of the Master Agreement between NASPO and Stellarware shall be read consistent and complementary. Any conflict among the documents shall be resolved by giving priority to the documents in the order listed below. In the event of a conflict in terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following Order of Precedence:

- Participating State or Entity's unique terms set forth in the Participating Addendum
- The Executed NASPO Master Agreement
- A Purchase Order issued against the Master Agreement

- Statement of Work
- The Solicitation RFP including all attachments and amendments
- Supplier response to the Solicitation RFP

3. CONTRACT TERM & USAGE

This agreement is effective from January 21, 2022, through December 31, 2023, with ten (10) additional renewal year term options. The agreement is available for use by all state agencies and departments, institutions of higher education, political subdivisions, non-profit organizations, school districts, special purpose districts, and local service districts located in the Participatory State that are: (i) members of the Participatory State's Purchasing Cooperative (SPC) and (ii) authorized to purchase from Participatory State contracts by inter local agreements. These are also known as authorized participating entities.

4. DESCRIPTION OF AVAILABLE GOODS OR SERVICES

Stellarware was awarded a master contract by NASPO ValuePoint in cooperation with Georgia (Lead State) to provide some or all of the following services to be requested by the Participating Entity for inclusion in respective Participating Addendum.

Third Party Liability (TPL) Recovery Services: Stellarware's Medical Recovery Network (MRN) solution provides highly automated, systematic processing of healthcare claims and eligibility transactions. Stellarware Corporation has extensive experience in providing services and systems for the recovery of medical costs for Medicaid from personal injury and workers' compensation payments. As a leading vendor with established interfaces, data matching processes with national claim data banks, and secure interactive web solutions, Stellarware uses a proven approach throughout the design, configuration, and build processes, utilizing an advanced business model that overcomes challenges present in alternative methods and processes that are based on highly manual processes and outdated technology. Stellarware has a functioning state-of-the-art, web-based solution that is capable of continuously matching the Medicaid recipient database against the insurance claims database to determine if there are current or future insurance claims pending. Stellarware can provide the resulting matches to states for follow-up activity and additionally, offers a full service approach from notice and/or other form generation to the actual lien process, per state request. Our system is also interactive in that it allows insurers and attorneys to ask questions twenty-four (24) hours a day, seven (7) days a week, and further allows staff to have a macro or micro view of the project through the use of custom

dashboards. Upon request, state staff members can view individual matched claims, as well as individual liens and case notes that are in the queue for follow-up. There is also 24/7 access to this information for state staff.

Estate Recovery Services: Estate recovery, required by federal law, is a program for which Medicaid members with qualified assets reimburse the taxpayers for long-term care, and home and community-based services provided through Medicaid. Agencies may waive estate recovery claims below a certain dollar threshold. Through data matching with Vital Records, nursing home information, city and town probate information that has been reported, questionnaires, information from the state MMIS system, applications, and other information, Stellarware determines if the Medicaid recipient has an estate and if present, proceeds to notify the state so that the appropriate estate claim or lien process can be followed by either state or Stellarware staff as the state determines.

Qualifying Trusts: A qualifying trust is an income trust whereby the state is the beneficiary of the balance on the account upon the member's death. An income trust is used when an individual has too much income to qualify for Medicaid but not enough income to pay for nursing home care or other long-term care costs. Stellarware can pursue the balance remaining in the qualified trust for the benefit of our state partners.

State Treasury Achieving a Better Life Experience (STABLE) Program / Achieving a Better Life Experience (ABLE) Act: The STABLE/ABLE Program allows investment accounts for disabled individuals without impacting Medicaid eligibility. Any person or business may contribute to the account. The individual will be able to withdraw and spend their money as needed. The STABLE/ABLE account allows the individual to grow his/her money and save long-term for disability expenses. An eligible individual is someone who developed his/her disability before the age of twenty-six (26). The individual must have been living with his/her disability for at least one (1) year, or they must expect their disability to last for at least one (1) year. Stellarware will work with the state agency to establish recovery case files on STABLE/ABLE accounts including outreach, follow up, and collections to assert the state's right to recovery.

Health Insurance Premium Payment (HIPP) Program: In some state jurisdictions, states pay the group health insurance premiums for Medicaid-eligible individuals, if the insurance plans are determined to be cost-effective. Through the application of the TPL services described above, Medicaid expenditures can be recovered for this category of cases.

Children's Health Insurance Program Reauthorization Act (CHIPRA): CHIPRA offers opportunities for states to provide premium assistance to children under the age of nineteen (19), who are eligible for Medicaid and who have access to qualified employer-sponsored coverage. The employer must contribute at least 40% towards the cost of the premium. Through the application of the TPL services described above, Medicaid expenditures can be recovered for this category of cases.

5. CONTRACT PRICING

The MRN web-based solution continuously prepares the database of state Medicaid recipients to match against the insurance claims database to determine if there are current or future insurance claims pending. Once a match is verified, it is provided to the state for follow-up services or at the state's discretion, Stellarware can provide all follow-up services on behalf of the state to secure a lien on the resulting settlement for Medicaid cost recovery. Stellarware is prepared to offer states two pricing options, outlined below:

1. A fee per match price model
2. A percentage (%) of the collection fee model

Our experience has shown that the fee per match pricing model is ultimately more economical for our state clients because the state would pay a fixed amount on each qualified match, regardless of the future settlement amount, versus taking a percentage of the final settlement. In either pricing option, fees would be negotiated based upon volumes and requested services.

Documentation can be provided to track either the number of matches per month or the amount of collections per month to support the fees charged. Stellarware will provide a specific pricing chart within the terms of the Participating Addendum once negotiated and agreed upon. All fee increases will be communicated prior to the execution of the extension option.

6. ACQUISITION METHODS

In order for a Participating Entity to contract for services, the State must submit a Certificate of Intent to NASPO signed by the State Chief Procurement Officer. The State can then begin negotiations to enter into a Participating Addendum directly with Stellarware. The Participating Addendum (see [APPENDIX](#) for PA template) incorporates the terms and conditions of the Master Agreement and the specific State

terms and conditions, as requested. The Participating Addendum is further described within.

7. PRICE REDUCTION MECHANISMS & TYPES OF DISCOUNTS AVAILABLE

As described in Section 5, Stellarware is offering two pricing model options:

1. A fee per match price model
2. A percentage (%) of the collection fee model

A fee per match schedule represents a significant cost-savings to states and Stellarware is prepared to negotiate a fee per match schedule based upon volumes and the specific services that are being requested.

8. INITIAL IMPLEMENTATION & SUPPORT

The following is a brief description of what customers can expect upon implementation. Also provided is a description of the role state support staff plays during this period. A highly detailed implementation plan may also be found in Stellarware's technical response to the State of Georgia's RFP #41900-DCH0000120 for Third Party Liability Services.

Once the Participating Addendum has been negotiated and executed, Stellarware will host a kickoff meeting with appropriate state staff and provide a full implementation plan and timeline for the specific services requested. Stellarware will work with the agency to confirm and ensure our understanding of the RFP requirements. Stellarware will then set up an initial demonstration of the MRN system to review our understanding of the requirements and overall system operation. Stellarware's management team will establish weekly conference calls (or at any frequency specified by the state) to collaborate on necessary action items to achieve the desired business outcomes.

Prior to beginning design and configuration activities, Stellarware will develop and submit to the state an Application Configuration and Maintenance Plan that describes the approach to the application's configuration and performing enhancements. Throughout all stages of the design, configuration, build, and testing processes, we utilize JIRA, a project management and issue tracking system, to log and communicate issues to project stakeholders. When an issue is logged, the user assigns a priority level as an indicator of the issue's severity and the impact it will

have on the application or project. There are five (5) priority levels used in JIRA: Blocker, Critical, Major, Minor, and Trivial. Definitions of what action(s) will be taken for each indicator are determined in advance and followed until a Resolved status is achieved.

Stellarware will work with the state to identify the data elements that will be converted into our solution. For legacy data elements that cannot be converted into our solution, we will work with the state to achieve desired business outcomes using the data elements in our solution. We understand the critical factor in successful data conversion is careful planning and effective communication of every detail and each step. Stellarware will convert and then provide access to converted electronic documents identified by the agency in the format approved by the agency.

Multiple test conversions/migrations take place before attempting to apply the solution to the entire system. With each test, we evaluate the results to identify and resolve any conversion software issues, address any configuration issues, identify any additional data validation and verification efforts, and prove the conversion procedure. Stellarware will set up ongoing training sessions with state users until they feel comfortable navigating the state administrative website. Stellarware's project team members will also be made available at any time to field user-related questions. Each state user will have an individualized login ID and password that is unique to the state website. The MRN website will be made available and accessible to all users, including the state agency, twenty-four (24) hours a day, seven (7) days a week with the exception of downtime, prior to which time we will provide the state with notification, no less than five (5) business days in advance. Further, planned downtime for system maintenance will be scheduled during off-hours to ensure uninterrupted services

Stellarware agrees to provide user documentation during the initiation phase of the project and will maintain this documentation throughout the project. This is a practice we employ for many of our projects and are very comfortable with the exercise of creating, maintaining, and disseminating user documentation. We understand the importance of effective user documentation to achieve increased productivity and ensure successful outcomes. Our user documentation will be written for use by a novice business user to understand the automated system or application from a business function perspective. We will provide comprehensive, well-organized user documentation that helps users understand the purpose and operation of the module/module component(s) for each business process/major program/functional area.

9. SERVICE PROVISIONS & WARRANTY INFORMATION

Once the MRN solution is implemented, Stellarware and its agile workforce team can apply requested changes 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.

Stellarware will work with the 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.

10. BILLING OPTIONS & PROBLEM ESCALATION PROCEDURES

Stellarware will provide a fee schedule to the Participating Entity and can provide access to electronic billing, upon request. States have the option to choose a fee per match pricing agreement or one based on a percentage (%) of collections. The schedule provided to entities shall be based upon the number of Medicaid recipients in that state. The fee option chosen will be included in the Participating Addendum. Stellarware will provide a monthly report to substantiate the invoice, whether it is based upon fee per match or percentage (%) of collections upon settlement. Stellarware has a credit policy if there is an issue regarding billing for its fee for match pricing model. The Participating Entity may seek any credits to amounts charged within thirty (30) days of the date the match was released to the state.

Credits reasons would be agreed upon during implementation.

Regarding percentage (%) of collections, the fee will appear on the invoice when a settlement is paid. The invoice will reflect the amount of the settlement, the date the settlement was paid, and the amount of the fee based upon the established percentage (%). Credits can only be requested if no settlement was reached.

All credit requests will be reviewed, and approved credits will be shown on the invoice for the next month. Inquiries about specific credit requests must be made directly to Stellarware staff or by using the state's website for communication.

11. ORDER DOCUMENTATION

The state purchase order should reflect the specific services to be provided and the type of fee schedule selected. If multiple services are requested, each service should be separately itemized on the purchase orders. Invoices will then be provided accordingly.

12. END OF TERM ISSUES

Through several diverse transitions from other contractors, we have identified many elements critical to a successful transition.

Stellarware understands the importance of turnover tasks and has assigned responsibility for each of these tasks amongst our knowledgeable management team. Our Project Manager will act as the Transition Manager and will be responsible for providing a comprehensive Turnover Plan detailing the services required for the seamless transition of operations.

Accordingly, we have developed our own transition plan to address these elements. One critical element is communication. During the transition period, Stellarware will meet with the state agency on a weekly basis to review progress made, update the transition plan, and develop work schedules. Regular and active communication ensures that collaboration is maintained throughout the required transition. We are committed to providing an open dialogue with transparent operations to the state and the subsequent vendor, as well as any other members of the transition team designated by the state agency. A detailed sample transition plan can be found within our response to the RFP while Participating Entities may expect to find a customized version within their respective Participating Addendum.

13. INTERNAL AND EXTERNAL WEBSITES

Stellarware will establish credentials to our secure state testing website as well as to our secure state production website. By providing access to these websites, authorized agency staff will be able to validate converted data and work with the solution in a real-time setting. Our Project Lead will work closely with authorized state personnel to provide the necessary support for all data validation efforts. Stellarware realizes that these efforts will be ongoing and is strongly committed to working with the state until staff feel confident in data validation efforts.

We have established and 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 using high quality data, we have made it easier for insurers and attorneys to fulfill their reporting requirements and have created a more effective platform for states to access validated matched claim information. Stellarware provides the ability to run multiple sessions/environments/applications/areas/views simultaneously. This includes providing sufficient environments and configurations (e.g., multiple environments, multiple application layers, hub architecture) necessary to perform all required functions (e.g., testing, training, production operations, modeling, disaster recovery).

As a leading vendor with established interfaces, data matching processes with national claim data banks, and secure interactive web solutions, Stellarware is uniquely qualified to run and support multiple sessions/environments/applications/areas/views simultaneously. Our multi-layered approach to software architecture allows us to manage and maintain each layer securely. Combined with our ability to establish flexible protocols and deploy improvements rapidly, we are able to ensure our customers remain productive with easy-to-use and effective solutions, our web-based solutions streamline business processes and provides access to real-time dashboards, improving the quality and speed of decision making across all operations. Through our centralized infrastructures, we have the capacity to adapt to changing workloads as needs change. Users can be added or removed instantly, and new business processes can be deployed rapidly across servers.

Stellarware's solution will provide context sensitive help (situational clarification and support associated with process specific steps), to support user activities (e.g., provider enrollment and maintenance activities). Stellarware already provides this type of context sensitive help through a variety of channels across all its projects. These channels include mouse over, FAQ sections on project websites that include easily accessible information for commonly asked questions regarding enrollment, document access, compliance requirements, and more. We also offer a live chat option, as well as a toll-free phone number that operates during standard business hours. If users prefer, or in the case of after-hours inquiries, we also provide a dedicated email account which our Customer Service Representatives are required to check throughout the day and respond to any inquiry within one (1) business day. Stellarware can easily implement all of these options for a state agency, and augment along with any other help channels as requested or required.

14. CORPORATE CONTACTS SUPPORTING THIS AGREEMENT

Stellarware’s senior management and project staff are nationally known for Medicaid, Child Support, and New Hire Reporting expertise. This knowledge and experience will ensure operations of a project that meets all timeframes, requirements, and expectations state agencies put forth. In addition, we offer and invent best practices for process improvements through progressive elaboration based on our experience in the field of Medicaid recoveries. The Stellarware team has a history of designing innovative solutions to facilitate involvement from all stakeholders critical to the development of an effective, highly efficient, and web-based medical recovery system. Our employees are Stellarware’s greatest resource, providing our organization with a high degree of success and efficiency across all our current projects. To maintain our high standards and level of excellence, we are committed to maintaining our direct, hands-on approach to the recruitment, hiring, and retention process. Located in the APPENDIX of this document you will find Stellarware’s organizational chart for the roles our staff will take in the execution of work resulting from this solicitation. These same roles have been employed throughout many Stellarware project implementations and successful project operations. Our team has built positive relationships with the countless state agencies, insurance companies, and attorneys for which we currently do business and are confident in our ability to successfully continue this performance track record in the provisioning and delivery of all services required by this solicitation and resulting contract(s).

PARTICIPATING ADDENDUM

15. OVERVIEW

The Model Participating Addendum (or template) for these services has been included in the APPENDIX of this Contract Information Guide. The Participating Addendum is the contract between Stellarware and the Participating Entity. NASPO is not a party to the Addendum. The specific Participating Addendum will be drafted after negotiations are concluded between Stellarware and the Participating Entity and terms and conditions are agreed to and incorporated within the Participating Addendum.

16. KEY TERMS & DEFINITIONS

Scope – The 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.

Participation – The Master Agreement may be used by any state or county agency provided the Chief Procurement Officer has executed a Certificate of Intent to Participate.

Primary Contacts – The contact information for the Participating Entity authorized staff is listed in the Participating Addendum. Notices will be addressed to, and contact made to the person or persons indicated.

Modifications – Changes modifying or supplementing the Master Agreement will be included as Attachment A to the Participating Addendum as requested by the State and agreed to by Stellarware. The Master Agreement was drafted with the premise that each Participating Entity will include its own state-specific, standard contract terms and conditions in the Participating Addendum.

Statement of Work – A statement of work shall be agreed to by the Participating Entity and Stellarware and included as Attachment B. The statement of work shall include but not be limited to, schedule of events, milestones and deliverables, testing and acceptance requirements, warranties, service level agreements, performance guarantees, project management, staffing requirements and other requirements as requested by the Participating Entity.

Termination of the Participating Addendum – Grounds for termination shall be set forth in the Participating Addendum as well as the types of notices required, payment terms and contractor duties relative to termination actions.

APPENDIX

INTENT TO PARTICIPATE (ITP) FORM SAMPLE



INTENT TO PARTICIPATE Cooperative Contract(s) for MMIS Third Party Liability Services Module

I. PURPOSE

The purpose of this document is to provide interested NASPO states the opportunity to participate in multi-state cooperative contract(s) for the NASPO ValuePoint Medicaid Management Information System (MMIS) Third Party Liability (TPL) Services Module.

II. SCOPE OF THE CONTRACT(S)

The State of Georgia is authorized by agreement of the participants to act as the procurement officer in developing the multi-state cooperative solicitation and the resulting contract(s). The resulting contracts will be non-mandatory.

Administrative Fee: All awarded contractor's that execute a Master Agreement for these services will pay to NASPO ValuePoint, or its assignee, an administrative fee of one-quarter of one percent (0.25% or 0.0025) on payments received from all participating states no later than sixty (60) days following the end of each calendar quarter. It is anticipated that individual states will be able to add its own administrative fee when the state executes a Participating Addendum.

III. TERM OF THE CONTRACT

The initial term of the contract will be for five (5) years from the date of award with options to renew the contract for a total of five (5) additional years, not to exceed a total of ten (10) years.

IV. SOLICITATION AND CONTRACT DEVELOPMENT/ADDITIONAL INFORMATION

The solicitation and contract development shall be accomplished in compliance with the laws of the State of Georgia following NASPO ValuePoint processes in accordance with the NASPO Memorandum of Agreement for the NASPO Cooperative Purchasing Program, incorporated herein by reference.

Solicitation Publication Period: Bidders/Offerors will be given at least 40 days after publication/advertisement to submit proposals.

Solicitation Type and Evaluation Criteria: A Request for Proposal (RFP) will be issued and evaluated in concert with the procurement laws and rules of the Lead State (State of Georgia) by a sourcing team comprised of procurement professionals and health care subject matter experts from the following states: Georgia, Louisiana, Missouri, Montana, and Rhode Island.

Award(s): The solicitation will permit multiple awards.

V. COMPLETION OF THIS DOCUMENT

Chief Procurement Official: The Chief Procurement Official (CPO) must approve the submission of this Intent to Participate and the CPO's office is the only entity that can submit this Intent to Participate to NASPO ValuePoint. Please enter the CPO's name and contact information in the space provided below.

State Medicaid Director Consultation: The State Medicaid Director (SMD) should be consulted regarding state participation in this service. A Medicaid Management Information System (MMIS) is an integrated group of

procedures and computer processing operations (subsystems also called modules) developed to meet the principal objectives identified in Federal Regulation 42 CFR 433.111. In order to be eligible for Federal funding, all State Medicaid Programs must have a MMIS system with the principal objective modules. Please contact your SMD for more information regarding your state's MMIS efforts. Please enter the SMD's name and contact information in the space provided below.

State Specific Terms and Conditions: If your state needs to include any state specific terms and conditions with the release of this RFP, please attach those specific clauses with to this Intent to Participate. Please only include specific terms and conditions needed by your state that are NOT already included in the RFP and Master Agreement. The Lead State will not negotiate or address any vendor questions regarding another state's terms; any state specific terms and conditions will be negotiated by the participating state in its Participating Addendum.

Annual State Spend and State Admin Fee: For NASPO ValuePoint documentation purposes only, in the space provided below; please indicate your state's annual spend for this service and please indicate your state's admin fee that may be included in a Participating Addendum.

State Point of Contact: In the space provided below please enter the name, title, and contact information for the person completing this form.

PLEASE COMPLETE THE FOLLOWING:

1. State of Rhode Island
2. Chief Procurement Official:
 Name: Nina Lennon
 Phone Number: 4015748105
 Email: nina.lennon@purchasing.ri.gov
3. Annual State Spend for this Service: \$150,000
4. State Admin Fee: 1%
5. CPO has approved this ITP to be submitted? Yes No (Click appropriate box)
6. The State Medicaid Director was consulted? Yes No (Click appropriate box)
7. State Medicaid Director:
 Name: Benjamin Shaffer
 Phone Number: 401-462-3058
 Email: Benjamin.shaffer@ohhs.ri.gov
8. Are there state specific T&Cs to be included in RFP? Yes No (Click appropriate box)
9. State Point of Contact:
 Name Nicole Nelson
 Title: Administrator for Medicaid Services
 Phone Number: 401-462-2127
 Email: Nicole.nelson@ohhs.ri.gov

Please email completed "Intent to Participate" documents by **September 18, 2020** to:

Jerilyn Bailey, Cooperative Contract Coordinator
 NASPO ValuePoint
jbailey@naspovaluepoint.org

PARTICIPATING ADDENDUM (PA) TEMPLATE

NASPO ValuePoint

PARTICIPATING ADDENDUM

THIRD PARTY LIABILITY SERVICES (2021-20XX)

Led by the State of Georgia



Master Agreement #: 99999-NVP-DCH0000120-0002

Contractor: STELLARWARE CORPORATION

Participating Entity: STATE OF XXXXXX

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 Participating Entities other than:
 - A. **REMOVEABLE EXAMPLE: MODULES**

2. **Participation:** This NASPO ValuePoint Master Agreement may be used by any state agency, institution of higher education, political subdivision or other entity authorized to use statewide contracts in the State of [xxxxxxx] ("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 Chief Procurement Official and, if applicable, the State Chief Information Officer.

Removable Instruction: Participating States should ensure that paragraph 2 properly defines the scope of participation. The model language in paragraph enables participation by all political subdivisions, institutions of higher education, and other entities included in the state's statewide contract program.

3. **Primary Contacts:** The following (or their named successors) are the primary contact individuals for this Participating Addendum:

Contractor

Name:	
Address:	
Telephone:	
Fax:	
Email:	

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PARTICIPATING ADDENDUM**THIRD PARTY LIABILITY SERVICES
(2021-20XX)**

Led by the State of Georgia

Participating Entity:

Name:	
Address:	
Telephone:	
Fax:	
Email:	

- 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 Participating Entity and/or Purchasing Entities referenced under Paragraph 2 of this Participating Addendum.
- 5. Statement of Work.** A Statement of Work specific to the Participating Entity's engagement shall be negotiated and executed by Contractor and Participating Entity 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 Participating Entity 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 the Contractor 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 Participating Entity determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
 - iii. The Contractor fails to comply with confidentiality laws or provisions;
 - iv. The Contractor 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;

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PARTICIPATING ADDENDUM**THIRD PARTY LIABILITY SERVICES
(2021-20XX)**

Led by the State of Georgia



- v. If the Participating Entity determines that adequate funds are de-appropriated such that the Participating Entity cannot fulfill its obligations under the Participating Addendum, which determination is at the Participating Entity'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 Participating Entity to declare the Contractor in default of its obligations under this Participating Addendum:
- i. The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the Participating Entity's satisfaction, any material requirement or is in violation of a material provision, including, but without limitation, the express warranties made by the Contractor;
 - ii. The Participating Entity determines that satisfactory performance of the Participating Addendum is substantially endangered or that a default is likely to occur;
 - iii. The Contractor fails to make substantial and timely progress toward performance of the Participating Addendum;
 - iv. The Contractor 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. The Contractor 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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PARTICIPATING ADDENDUM

**THIRD PARTY LIABILITY SERVICES
(2021-20XX)**

Led by the State of Georgia



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- vi. The Contractor has engaged in conduct that has exposed or may expose the Participating Entity to liability, as determined in the Participating Entity's sole discretion; or
 - vii. The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Participating Entity or a third party.
- C. **Notice of Default.** If there is a default event caused by the Contractor, the Participating Entity shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Participating Entity's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Participating Entity 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 Participating Entity may terminate the Participating Addendum without cause, in whole or in part, without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor 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 Participating Entity 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 Participating Entity, the Participating Entity shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including the date of termination of the Participating Addendum and for which the Participating Entity 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 the Contractor's claim. This provision in no way limits the remedies available to the Participating Entity under the Participating Addendum in the event of termination. The Participating Entity shall not be liable for any costs incurred by the Contractor in its performance of the Participating Addendum,

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**THIRD PARTY LIABILITY SERVICES
(2021-20XX)**

Led by the State of Georgia



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 Participating Entity, the Contractor 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 Participating Entity may require;
 - ii. Immediately cease using and return to the Participating Entity, any personal property or materials, whether tangible or intangible, provided by the Participating Entity to the Contractor;
 - iii. Comply with the Participating Entity's instructions for the timely transfer of any active files and work product produced by the Contractor under the Participating Addendum;
 - iv. Cooperate in good faith with the Participating Entity, 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 Participating Entity any payments made for goods and services that were not delivered or rendered by the Contractor.
7. **Orders:** Any order placed by a Participating Entity or Purchasing Entity 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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PARTICIPATING ADDENDUM

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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:
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

[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.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

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PARTICIPATING ADDENDUM

THIRD PARTY LIABILITY SERVICES

(2021-20XX)

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Attachment A

“Modifications to the Master Agreement and Additional Terms and Conditions”

Removeable Instructions: The Master Agreement for this procurement was drafted with the premise that each Participating Entity will attach their own custom contract form in this attachment with Participating Entity’s standard contract terms, terms specific to its purchase and engagement, and any modifications to the Master Agreement Terms and Conditions.

SAMPLE TEMPLATE

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PARTICIPATING ADDENDUM**THIRD PARTY LIABILITY SERVICES****(2021-20XX)**

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Attachment B
"Statement of Work"

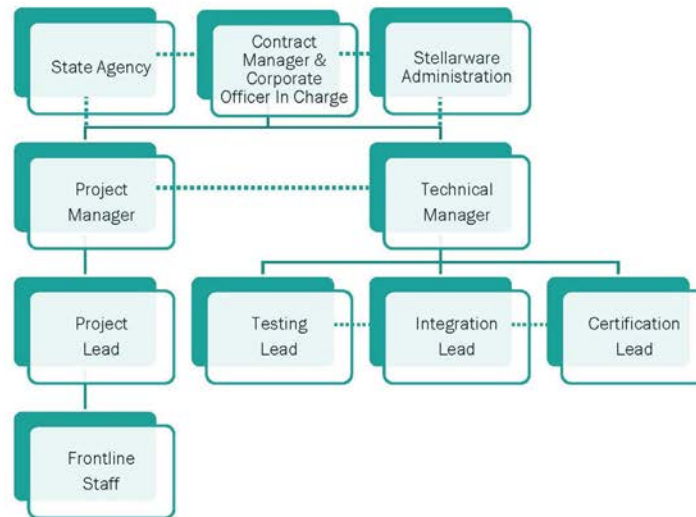
Removeable Instructions: The Master Agreement for this procurement was drafted with the contemplation that each Purchasing Entity will execute one or more Statements of Work addressing items specific to the Participating Entity's engagement such as:

1. Financial Considerations such as Maximum Compensation Amount, Invoicing, Terms and Payment terms
2. Schedule of Events
3. Milestones and deliverables
4. Testing and Acceptance Requirements
5. Warranties
6. Service Level Agreements/Performance Guarantees/Liquidated Damages
7. Project Management
8. Staffing

ORGANIZATIONAL CHARTS



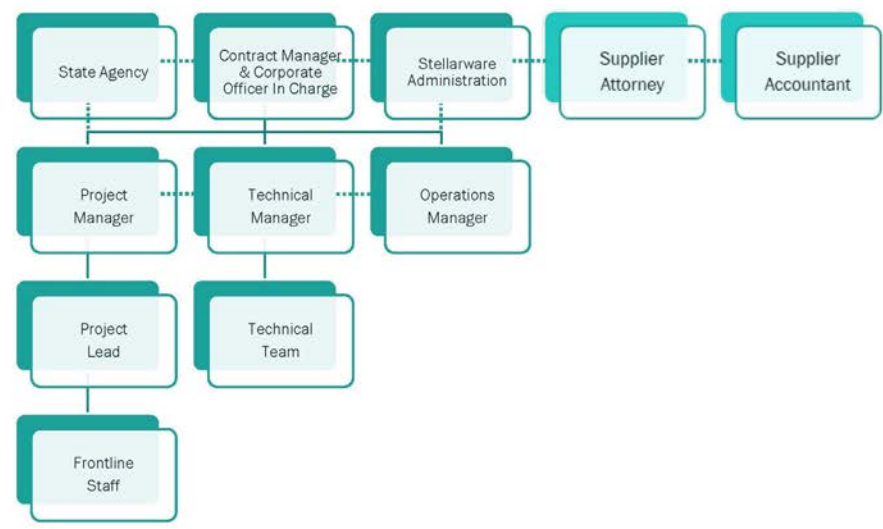
Project Organizational Chart Design, Development, and Implementation Phase Third Party Liability Services



Response to the State of Georgia (Lead State)
Department of Administrative Services (DOAS), State Purchasing Division (SPD)
Third Party Liability Services | RFP No. 41900-DCH0000120



Project Organizational Chart
Operations Phase
Third Party Liability Services



Response to the State of Georgia (Lead State)
Department of Administrative Services (DOAS), State Purchasing Division (SPD)
Third Party Liability Services | RFP No. 41900-DCH0000120