



State of Rhode Island
Department of Administration / Division of Purchases
One Capitol Hill, Providence, Rhode Island 02908-5855
Tel: (401) 574-8100 Fax: (401) 574-8387

October 2, 2015

ADDENDUM # 2

RFP: 7549877

Title: State Innovation Model (SIM) Model Test Grant: Project Management and Plan Development

Bid Closing Date & Time: October 14, 2015 at 10:00 AM (Eastern Time)

Notice to Vendors:

ATTACHED ARE VENDOR QUESTIONS FROM THE PRE-BID/PROPOSAL CONFERENCE AND OPEN QUESTION PERIOD WITH STATE RESPONSES.

NO FURTHER QUESTIONS WILL BE ANSWERED.

ALSO, ATTACHED ARE:

- 1. THE SIGN-IN SHEET FROM THE PRE-BID/PROPOSAL CONFERENCE HELD ON 9/18/2015;**
- 2. REVISED APPENDIX A: BUDGET FORM-24 MONTH;**
- 3. BUSINESS ASSOCIATE AGREEMENT;**
- 4. BASE CONTRACT; AND**
- 5. RI STAKEHOLDER PLAN.**

David J. Francis
Interdepartmental Project Manager

Interested parties should monitor this website, on a regular basis, for any additional information that may be posted.

Questions for RFP #7549877 State Innovation Model (SIM) Test Grant: Project Management and Plan Development

Question 1: Attachment A, Budget Form Page 2 of 4, requests the total annual salary and total annual fringe benefit for the respondent's personnel. CMS has clarified in previous inquiries we have made regarding whether contractors are subject to the requirements in the Standard Terms & Conditions of "Subaward Reporting and Executive Compensation" that only recipients and subrecipients are subject to this reporting, and that consultants are not considered subrecipients. Moreover, Appendix A to 2 CFR Part 170 in the Definitions, referenced in the SIM Model Test Grant Standard Terms and Conditions states the following:

Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

Given that CMS does not require the reporting of consultants salaries, can the columns in Budget Form 2 regarding consultants' salaries and fringe benefits be left blank? Many contractors have difficulty providing this information, and would be compelled not to respond to an RFP if a state proceeded with those reporting requirements as initially shown in Attachment A, Budget Form Page 2.

Answer to question 1: CMS requires prior approval to unrestrict and release the state's SIM budget funds for contractual purposes which includes an itemized budget. The guidance CMS has provided states: "The itemized budget should individualize tasks, deliverables and total cost per task. For consultant contracts the state needs to include expected rate of compensation and total of number hours per task. In addition the itemized budget should include other costs such as travel, per diem, and supplies. If applicable any indirect cost paid under the contract and the indirect cost rate." CMS has also capped the allowable indirect rate at 10%.

In response to several questions, the Budget Forms have been updated. Budget Form 1 of 1 of 4 has been amended to reflect a term of 24 months. Budget Form 2 has been modified and no longer requires the total annual salary and the total annual fringe columns, with the understanding that, if required by CMS, the applicant being awarded the contract will provide a more detailed breakdown of the fully loaded hourly rate prior to the contract being signed

Question 2: Can we apply to provide the State of Rhode Island with the services required under Task 1 only?

Answer to question 2: No.

Question 3: If so, will the above put us at a disadvantage during the scoring process?

Answer to question 3: Yes, the proposal will be deemed non-responsive.

Question 4: Section 1.1, Instructions and Notifications to Suppliers, Article 14, Page 4. Could Minority Business Enterprises, Women Owned Business Enterprises, or Disadvantaged Business Enterprise firms located outside the state of Rhode Island be eligible to meet the requirements of the RFP?

Answer to question 4: Yes, applicants located outside of Rhode Island are eligible to meet the requirements of the RFP. In order to be considered as an eligible MBE/WBE/DBE vendors should be aware of the State's Minority Business Enterprise (MBE) requirements, which address the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information visit the website www.mbe.ri.gov.

Question 5: Section 3: Scope of Work, Task 2, Population Health Plan, Page 11. Is our understanding from the description of Task 2 that the Behavioral Health Plan (Task 3) is a component of the Population Health Plan. However, the timeframes for the two deliverables are the same. Can the state provide additional guidance on its expectations for timing of these deliverables? For instance, is the State interested in the deliverables to meet specific SIM, State, or other stakeholder timelines or milestones?

Answer to question 5: Yes, Task 3, the Behavioral Health Plan is a component of the Population Health Plan, and they are expected to be delivered at the same time.

Question 6: Section 3: Scope of Work, Task 1. Manage All SIM Related Activities, Page 6. Can the state estimate the on-site time required for this engagement?

Answer to question 6: The expectation is for an appropriate staff member to schedule and attend all SIM related meetings. Given this, we would

estimate a minimum of 50% of time on site. The state will provide meeting space.

Question 7: Appendix A, Budget Form 1 of 4, indicates a term of 12 months. Does the state intend to multiply this budget times two to arrive at the initial two year budget? Would the same proposed 12 month budget be used for any exercised optional years?

Answer to question 7: The Budget Forms have been updated. Budget Form 1 of 4 has been amended to reflect a term of 24 months. Budget form 2 has been modified and no longer requires the total annual salary and the total annual fringe columns. When preparing the budget it is important to note that Tasks 2 and 3 will need to be completed during Year one. Task 1 and 4 will continue into year 2. Budgets for exercised optional years will be negotiated at the time they are being exercised.

Question 8: Will the State consider advising bidders of a "not to exceed" amount based on the portion of the Grant that has been allocated for purpose of this contract? Without this information you may be likely to receive bids that need to be disqualified for either being significantly over your budget or significantly under-resourced. Offering a "not to exceed" amount may increase the number of qualified bids available to you, allow for more reasonable comparison between proposals, and enable the State to move more quickly to execute a contract without the need for extensive re-negotiation of scope or further requests for proposals.

Answer to question 8: No, this is a cost blind RFP bid.

Question 9: Will the contract be fully funded using the CMMI Grant, or will there be other funding sources used in addition to the grant dollars?

Answer to question 9: Yes, currently the CMMI Grant will be the only source of funding for this contract.

Question 10: The RFP states that "Indirect costs must not exceed 10% as required under the CMS terms and the conditions for the cooperative agreement which is solely funding this contract." This requirement will preclude Commercial vendors that do not perform cost-type work and do not have indirect rate information available from bidding. In addition, it is our understanding that the selected vendor will not be administering the funds, nor will the salary of any individuals be charged directly to the contract or the grant. Thus, since the pricing for the project is Firm Fixed, can Commercial vendors bid by submitting a price per task, rather than a price broken into direct and indirect

components like salary, fringe, indirect, etc.? This may increase the number and variety of bids that the State receives in response to the RFP.

Answer to question 10: Please refer to Question 1 and Question 7. Applicants can submit a price per task but are still required to justify how they determined the price per task including the number of hours dedicated to the task, hourly rates used by those working on the task, etc. Applicants are not required to charge an indirect rate, but if an indirect cost rate is used, it cannot exceed 10%.

Question 11: Would award of funding to perform the services outlined in RFP #7549877 preclude the winning vendor from applying for and performing additional work related to the SIM grant?

Answer to question 11: The contractor who receives this award will not be allowed to apply for the evaluation RFP—otherwise they could be evaluating themselves.

Question 12: Please further clarify and provide an example for the following statement found on page 6 of the RFP: “Recommending investment of discretionary SIM grant funds to achieve improvements in Population Health and lower overall healthcare delivery cost.”

Answer to question 12: Based on the themes in the Population Health Plan including the Behavioral Health Component (Task 2 and Task 3), the state will be seeking recommendations from the applicant about what transformational activities should be funded under the SIM Grant.

Question 13: Please provide an anticipated level of effort for the single point of contact Project Manager

Answer to question 13: The state is looking for the applicant to propose an appropriate level of effort to in order to assure that all required work is accomplished in a unified, comprehensive manner. The single point of contact will need to be able to coordinate getting all of the work done under this RFP.

Question 14: What are the specific stakeholder feedback activities the State envisions the contractor conducting to support development of the Population Health Plan? (Task 1, bullet 3 of “Specific Meeting Facilitation and Support Activities,” page 7).

Answer to question 14: The state is requesting that the applicant propose an effective strategy for obtaining input and receiving feedback from stakeholders on the Population Health Plan and to assure ongoing communication with stakeholders throughout the project period.

Question 15: Has the State developed a learning collaborative portal or will this be something Rhode Island envisions the contractor implementing?" (Task 1, Communications and stakeholder engagement, page 9)

Answer to question 15: No, the state has not developed a learning collaborative portal. The applicant should propose methods for communication and stakeholder engagement.

Question 16: What are the "aforementioned nine population health focus areas"? (Task 2, bullet IV of "Specific Activities / Tasks to be Provided," page 11)

Answer to question 16: Task 2, bullet IV of "Specific Activities / Tasks to be Provided," page 11, is referring to Page 12 and 13 number 5: Goals and Objectives. There are actually eleven focus areas, not nine.

Question 17: Are additional goals or objectives likely to be added to the "Goals and Objectives" (Task 2, component 5, page 12)?

Answer to question 17: It is possible that additional goals and objectives may need to be added. Such a decision would be based upon needs that were identified during the development of the Population Health Plan.

Question 18: Is there additional information on how the eleven categories for the Population Health Plan were selected? (Task 3, components 5.1 – 5.11 of the Population Health Plan, page 12-13).

Answer to question 18: These are federal and state priorities.

Question 19: How does the State envision Delivery System Transformation to Improve Outcomes and Lower costs be addressed in the development of a Population Health Plan? (Task 3, component 5.11: Goals and Objectives and Recommended Transformation Activities of the Population Health Plan, page 13).

Answer to question 19: The population health plan will prioritize where SIM discretionary funds should be invested for transformation activities

that tie to the population health goals identified in the RFP. The population health plan will also identify gaps in the system and identify how those may be addressed.

Question 20: Is the Measures Alignment Workgroup already formed or is this task the responsibility of the contractor under task 4?

Answer to question 20: Yes the Measures Alignment Workgroup is already formed.

Question 21: Massachusetts developed the Massachusetts Standard Quality Measure Set to align health care performance metrics and standardize reporting across state government. Would Rhode Island consider this data a model to utilize under task 4?

Answer to question 21: The applicant is welcome to propose the model they think is best suited for this task, with the understanding that the Measures Alignment Workgroup is already convened and Page 16, Task 4, items b and c have begun and/or been completed.

Question 22: Are there any potential bidders that are precluded from bidding on this opportunity?

Answer to question 22: No.

Question 23: Is there an incumbent for this work?

Answer to question 23: There is no incumbent responsible for all of this work.

Question 24: Do any materials that are posted to the EOHSS website have to be 508-compliant, and if yes, is this the responsibility of the contractor?

Answer to question 24: Materials posted to the EOHSS website need to be 508-compliant. The contractor should prepare any materials that will be posted to the website to be 508 compliant. The contractor will not be responsible for actually posting the materials on the EOHSS website, that will be done by EOHSS staff.

Question 25: Has the RI SIM Evaluator been selected, and if yes, can this organization or individual be identified, as well as sharing the Evaluation Plan, if drafted?

Answer to question 25: No, the SIM Evaluator has not yet been selected.

Question 26: Can the state further explain what is meant by “Staff the measures alignment work group”? Is the vendor expected to provide its own staff or the work group, or is the vendor expected to assemble a work group from stakeholders? (Task 4 (4.a) P. 16)

Answer to question 26: The applicant is expected to provide staff and facilitate the workgroup in compliance with Open Meetings Law RIGL § 42-46-6 and § 42-46-7. The workgroup has already been formed and has been meeting. The applicant is expected to be a subject matter expert and provide expertise in addition to facilitation services to the Measure Alignment Work Group.

Question 27: In the Bidder’s Conference held on Sept. 18, and on page 10 (last sentence on the page), the state said there will be a state position Project Manager, and that it would be hiring task group project managers. How does the state anticipate these project manager will work with vendor’s Change Leader & Project Manager? Will they work under the direction of the vendor’s Project Manager, or will they be directed by someone else? (Specific Tasks and Activities to be included (4.a) P. 10)

Answer to question 27: The state’s Project Manager will be coordinating all state SIM staff and will be overseeing this contract and working closely with the applicant’s project manager.

Question 28: How much progress has been made in creating the Population Health Plan? Are there any working documents you can share?

Answer to question 28: The state has not started to formally develop the Population Health Plan. With that said, there are a number of documents and reports that may contribute to the population health plan and they are referenced on page 11 and 14, including HCPAC reports, which are available on the Department of Health website:
<http://www.health.ri.gov/partners/advisorycouncils/healthcareplanningandaccountability/>

In addition, the Department of Health is currently undertaking the State Healthcare Capacity and Utilization Study which will be released on November 1, 2015. There are numerous data points collected through

several surveys which will be available during the creation of the Population Health Plan.

Governor Raimondo's Working Group to Reinvent Medicaid has released reports which are relevant to the Population Health Plan, and can be accessed through: <http://reinventingmedicaid.ri.gov/>

Additionally the Office of the Health Insurance Commissioner has established a set of affordability standards that may also be relevant and can be accessed through <http://www.ohic.ri.gov/ohic-reformandpolicy-affordability.php>

Question 29: Item A refers to a “facilitating and staffing the measures alignment work group.” Does this work group currently exist? Would Rhode Island require the vendor to provide expertise to this work group or is it seeking facilitation services only in this regard? (Task 4, P. 16)

Answer to question 29: Please refer to Question 26.

Question 30: For budgeting purposes, could Rhode Island estimate the number of additional anticipated workgroups? (p. 7 -3: Scope of Services- TEXT: It is anticipated that other workgroups will be formed.)

Answer to question 30: The state estimates potentially between 3-5 workgroups, with not more than three running concurrently. This is subject to change based upon Population Health Plan outcome and stakeholder feedback. It is anticipated that the next workgroup to be formed will be on developing infrastructure for a Quality Measurement Reporting and Feedback program.

Question 31: If an offeror has a negotiated indirect rate agreement with a federal agency, can the full amount of the federally approved rates in excess of 10% be included in the budget? (p. 19 -6: Cost Proposal - TEXT: Indirect costs must not exceed 10% as required under the CMS terms and the conditions for the cooperative agreement which is solely funding this contract.)

Answer to question 31: No, the indirect rate has been capped at 10% by CMS for SIM contracts. See Question 10.

Question 32: If considered a “business associate” for this work, we request to see the BAA, as it is not part of the documentation provided. Is it possible to post the BAA with the RFP and associated addenda for review? (Section 1, P. 5)

Answer to question 32: The EOHHS BAA template is attached. At this point the state is not certain that the Applicant will be a business associate.

Question 33: **Governance and Structure**

Several entities have been identified as having responsibility for overseeing and administering the SIM Grant. For example, the RFP mentions a SIM development team, a SIM implementation team, the SIM Steering Committee, a SIM leadership team, and a SIM measurement alignment workgroup.

- a. What is the composition or membership of these entities? What (if any) is the overlap in the membership of these entities?
- b. How do these entities relate to one another and what is the associated governance structure for the SIM Grant work?
- c. How are these various entities staffed for the SIM Grant? (i.e., does each entity employ program management support?)
- d. Are there other entities tasked with overseeing and/or administering this grant not mentioned above?
- e. Are all the entities fully staffed?

Answer to question 33:

- a. Please see attached the Stakeholder Engagement Plan.
- b. Please see attached the Stakeholder Engagement Plan.
- c. Please see attached the Stakeholder Engagement Plan.
- d. No.
- e. Staff are being hired at HEALTH, OHIC, EOHHS, and BHDDH. It is the expectation that the applicant will staff all of the SIM committees, inter-agency teams, and SIM workgroups.

Question 34: **Program Management**

- a. Have meetings with work groups and steering committees already been calendared? If so, when, how often and for what duration?
- b. In reference to the statement “as SIM staff are hired during the course of SFY16, consultant services may be reduced,” what is the schedule for the hiring of the four SIM-funded staff members to support this work?

Answer to question 34:

- a. Currently meetings for the SIM Alignment Workgroup are scheduled bi-weekly for 2 hours. Steering Committee meetings are the second Thursday of every month from 5:30pm-7:30pm. Interagency SIM staff meetings are held weekly on Wednesdays from 12:00pm-1:30pm.
- b. The state anticipates having all staff hired by the start of 2016. Any reduction in work due to the hiring of staff is likely to be minimal in 2016.

Question 35: Timeline

Page 17 of the RFP states that “due dates are suggested below however a Contractor may propose or identify alternative dates that assure that all work will be completed within the overall deadlines required by the terms of the SIM Grant documents.”

- a. Are there specific dates based on leadership commitments or regulatory requirements that you consider to be unchangeable?

Answer to question 35: Currently the state anticipates working with CMMI to renegotiate deliverable dates for the population health plan and the operational plan. Those due dates will likely be based on when this contract commences.

Question 36: Capability, Capacity and Qualifications of Proposed Contractors and Subcontractors

- a. In Section A (pg. 18) numbers 2 and 3 are the same. Is this correct, or should we be aware of another requirement that may have been left out?

Answer to question 36: Section A (pg. 18) number 3 was inadvertently left out. It should be: understanding and experience with driving health care transformation, an understanding of and experience with analyzing **behavioral health** data and developing **behavioral health** strategies, plans and projects.

Question 37: Format

- a. Is there a font size, margin width or other formatting convention that you require?
- b. Do you expect a Technical proposal for each of the tasks outlined in the RFP?

Answer to Question 37:

- a. Please submit with size 12 pt. font, single spaced, 1 inch margins.
- b. There is one technical proposal and one cost proposal. It is up to the applicant to determine how to develop the technical proposal so that the

review committee is clear on how the applicant will sufficiently address all of the tasks required to be undertaken as part of this RFP.

Question 38: Section 1.1: Is the 10% Minority Business Enterprise required for this project?

Answer to question 38: Yes, it is a requirement of the winning applicant, which will be addressed with MBE Office upon issuance of a Tentative Selection notice.

Question 39: Section 3, Task 1: Is weekly reporting required along with facilitation of weekly meetings?

Answer to question 39: Reporting requirements will be negotiated through the contracting process. At minimum the applicant is expected to take meeting minutes during all meetings.

Question 40: Section 3, Task 1: Is it required that the Project Manager be one person or may that role be shared by two people with complementary qualifications?

Answer to question 40: If the applicant proposes to share the Project Management role, the state requests that the applicant designate a single point of contact and that there be a sufficient rationale for sharing the role and how the individuals will assure strong and consistent coordination

Question 41: Section 5B: Please explain what is meant by a 'staffing pattern'.

Answer to question 41: Staffing pattern is defined as the distribution of staff, reporting hierarchy (within the organization and with any subcontractors) and the level of effort being proposed by the applicant.

Question 42: Section 5B: May we include resumes and details for only key staff? We typically include project support staff as part of our staffing plan.

Answer to question 42: Resumes and details for key staff are required. Representative resumes for non-key staff would be acceptable if uncertain

Question 43: Section 9: Are the RIVIP and W9 forms included in the 20-page count for the Technical Proposal?

Answer to question 43: No.

Question 44: What are the on-site requirements for this work?

Answer to question 44: Please refer to Question 6.

Question 45: Does EOHHS have a maximum budget for this project that it can share?

Answer to question 45: Please refer to Question 8.

Question 46: In Task 1, a deliverable under Change Leadership and Project Management is “design processes with sufficient detail to serve as a roadmap for the State and its stakeholder partners (SIM Steering Committee) in the years ahead.” Will you please provide additional guidance on what is intended by ‘sufficient detail’ and ‘in the years ahead’?

Answer to question 46: Sufficient detail refers to an implementation plan at an operational level which includes tasks and timelines to operationalize activities in the operational plan which will be based upon the population health plan. The “years ahead” refers to the duration of the SIM grant which is through 2018.

Question 47: Technical proposal section C: Work Plan is worth the greatest number of points in the technical points section (25/70). Will you please provide guidance on how detailed the plan needs to be (e.g. broken out by day, week, biweekly? Sub-tasks attributes to a specific individual?).

Answer to question 47: The applicant is expected to determine what is appropriate to effectively communicate to the review committee the applicant’s ability to complete the work of all tasks.

Question 48: How much work is the State expecting on site vs. remotely?

- a. Will the State provide space on site?

Answer to question 48: Please refer to question 6.

Question 49: Is it possible to use Firm Fixed Price for the cost proposal?

Answer to question 49: Yes, please refer to Question 1 and Question 10

Question 50: What is the expected award date?

Answer to question 50: We anticipate issuing a tentative notice of award in mid-November. This timeline is subject to change based upon the number of proposals received.

Question 51: What is the expected start date?

Answer to question 51: We anticipate the contract to be signed mid-December. Please see the attached contract template to facilitate contract issuance. This timeline is subject to change based upon the number of proposals received.

Question 52: Has the State determined a target budget for this contract and/or for specific Tasks under this contract? If so, would it be possible to provide the target budget or budget ceiling for each of the Tasks under the contract?

Answer to question 52: Please refer to question 8.

Question 53: Other than the forms noted in Section 9 (i.e., R.I.V.I.P. generated bidder certification and W-9), are any other compliance documents required for this submission?

Answer to question 53: Please review SECTION 9: RESPONSE CONTENTS for the required documentation

Question 54: Page 9 references that the Contractor will support development of “SIM Steering Committee” business practices.

- a. To what degree have those business practices already been developed?
- b. Please share a list of the Steering Committee members.
- c. What is the expected meeting cadence (e.g., frequency and timing)?

Answer to question 54:

- a. The business practices have already been established.
- b. Please see the attached stakeholder engagement plan.
- c. Please refer to question 34.

Question 55: Are there committees and task forces that are already in place? If so, can you please provide background regarding their composition and goals?

Answer to question 55: Please see the attached Stakeholder Engagement Plan. The Measure Alignment Workgroup is a public workgroup that anyone can attend and currently includes payers, providers, state officials and other interested parties in the community.

Question 56: What approach, if any, may be used to maintain the confidentiality of private sector client information and other confidential information, given that proposals become public information?

Answer to question 56: The applicant should mark any confidential or proprietary information as such. In the event of an APRA request, the State's legal counsel will know what that applicant considers to be confidential in nature and keeping that in mind will determine whether the information must be released or not.

Question 57: How much work is expected on site versus remotely?

Answer to Question 57: Please refer to Question 6.

Question 58: Will there be an internal team who will work with the Contractor?

Answer to Question 58: Yes, the state has a project director and a project manager, as well as an interagency team with members from all four agencies and designated support staff.

Question 59: Do Offerors have to submit a specific plan for Minority Business Enterprise (MBE) with the initial application?

Answer to Question 59: The Minority Business Enterprise Plan as noted in section 1.1 Instructions and Notice to Offerors, number 14 is something which will be requested from the tentative awardee, but will not be part of the initial application package or measured within the proposal.

Question 60: Can Offerors submit representative resumes for junior team members with minimum qualifications in scenarios where it is not known who will be assigned to the team?

Answer to Question 60: Please refer to Question 42.

Question 61: In the Section 2: Background on Page 6, bullet point 4, is the Offeror expected to provide general recommendations for this bullet or specific amounts of cost savings?

Answer to Question 61: The state is not expecting the applicant to come up with specific cost savings. Please refer to Question 12.

Question 62: Is there an allocation of funding for the different tasks.

Answer to Question 62: Please refer to Question 8.

Question 63: Is Task 3: Behavioral Health Component of the Population Health Plan the only task that could be awarded separately?

Answer to Question 63: Yes, Task 3 is the only task the state might separate out in the awarding of the contract; however, the state would prefer a single contractor. It is the state's intent to award a contract to a one prime contractor for all four tasks. The applicant can propose as many subcontractors as needed to carry out all of the tasks, but the state reserves the right to award Task 3 separately if necessary.

Question 64: Does the state have an inventory of the Health Information Technology landscape across payers and providers?

Answer to Question 64: While the state does not have a single HIT inventory are several documents which describe the major HIT initiatives in the state including:

The State Health innovation Plan (SHIP):
<http://www.healthcare.ri.gov/healthyri/resources/SHIPwithAppendix.pdf>,

The Department of Health HIT survey:
<http://www.health.ri.gov/medicalrecords/about/survey/>

The Department of Health is currently undertaking the State Healthcare Capacity and Utilization Study which will be released on November 1, 2015. There are numerous data points collected through several surveys which will be available during the creation of the Population Health Plan, including a variety of HIT specific questions.

Additionally The Rhode Island Quality Institute, as the state's designated health information exchange entity, is developing a state interoperability plan which will document additional information and will completed in December.

Question 65: While the state would prefer one single Contractor for all four tasks, is it possible for Offerors to submit two separate applications, one which bids for all four tasks and a separate application which bids only for Task 3?

Answer to Question 65: No, The state is looking for one applicant for the delivery of all four tasks. If that is not possible during the technical evaluation, the state reserves the right to award a separate contract for Task 3. An application for just Task 3 would be considered non responsive under this RFP.

Question 66: On Page 17 a suggested deliverable schedule is laid out. Is the vendor allowed to propose an alternate deliverable schedule?

Answer to Question 66: The deliverables sections dates are suggested timelines. If the applicant feels that an alternate schedule would work better for the project and can provide justification, the applicant is welcome to suggest an alternative timeline to meet the overall deadlines.

Question 67: Are the due dates on page 17, Section 4: Deliverables aligned with CMMI due dates, or are these the state internal due dates?

Answer to Question 67: Refer to question 35.

Question 68: Limit of 20 pages, is that 20 pages total or 20 pages per task?

Answer to Question 68: This is 20 pages total for technical section.

Question 69: In one of the budget forms there is a request for staff level salaries, which could be sensitive information if subject to APRA. Is there any way that this level of detail could not be shared?

Answer to Question 69: Refer to Question 1, Question 7 and Question 56

Question 70: Page 14 specific activities 2 refers to using prior studies which have already been done and data which may be available. What assumptions should be made about which of these would be available right away, and can we inform in the proposal what would be helpful to have right away? Will raw data that went into the study be available for us?

Answer to Question 70: Please see question 28. The winning applicant will be able to enter into a Data Use Agreement with the data source stakeholders. For some studies the raw data would not be available but there should be enough data in the reports to provide all necessary information for the plan.

Question 71: Are there any expectations for the level of effort of the Project Manager versus Project Management Team members?

Answer to Question 71: Please refer to Question 13.

Question 72: On Page 9 in the section regarding Communications and stakeholder engagement, is the state looking for the vendor to suggest the best dates and times for these events, or will the state have a recommended schedule?

Answer to Question 72: Refer to Question 66 and the attached Stakeholder Engagement Plan.

Question 73: In addition to the agencies listed here (Executive Offices of Health and Human Services (EOHHS), Department of Behavioral Health, Developmental Disabilities and Hospitals (BHDDH), Department of Health (DOH), and Office of the Health Insurance Commissioner (OHIC)), are there other stakeholders that will be involved that vendors should know about as they write a response to the RFP?

Answer to Question 73: There is a SIM Steering Committee referenced in the RFP which is made up of individuals representing a variety of stakeholders in the state and brought into the planning and governance of the grant. Private payers are also a critical stakeholder.

Question 74: Once state staff positions are hired vendor expectations will be reduced. What positions are you hiring so that we may understand their roles better?

Answer to Question 74: The state is actively recruiting for the four positions, which are 1 at EOHHS to specifically help support SIM HIT initiatives, 1 at HSRI to focus on value based purchasing initiatives, 1 at BHDDH, 1 at DOH. Please refer to Question 34.



"NON-MANDATORY" PRE-BID CONFERENCE SIGN IN SHEET

BID NUMBER: 7549877
BID TITLE: State Innovation Model Test Grant Project Management and Plan Development
PRE-BID DATE AND TIME: 9/18/2015, 2:00 P.M.

Purchasing Representative: David Francis
Pre-bid START TIME: 2:00 PM
Pre-bid END TIME:

COMPANY NAME	COMPANY REPRESENTATIVE	ADDRESS	CONTACT EMAIL	CONTACT PHONE NUMBER	CONTACT FAX NUMBER	PROPOSAL SUBMITTED (For Purchasing Use Only)
1 BADDH	Carma Roy	14 Thompson Rd. Cranston, RI	Carma.Roy@BADDH.RI.GOV	401-462-0155	401-462-6078	
2 OHIC	Cory King	1511 Roman Rd. Cranston	Cory.King@ohic.org	401-462-7658		
3 ECHS	Amy Zimmerman	3 Capitol Hill Providence, RI	Amy.Zimmerman@ech.srh.gov	401-462-1130		
4 RIBOH	Meissa Lower	3 Capitol Hill Providence, RI	Meissa.Lower@riboh.org	401-222-5113		
5	David Francis	One Capitol Hill Providence, RI	David.Francis@purch.ric.gov	574-8105		
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"NON-MANDATORY" PRE-BID CONFERENCE SIGN IN SHEET

BID NUMBER: 7549877
BID TITLE: State Innovation Model Test Grant Project Management and Plan Development
PRE-BID DATE AND TIME: 9/18/2015 - 2:00 P.M.

Purchasing Representative: David Francis
Pre-bid START TIME: 2:00 PM
Pre-bid END TIME:

COMPANY NAME	COMPANY REPRESENTATIVE	ADDRESS	CONTACT E-MAIL	CONTACT PHONE NUMBER	CONTACT FAX NUMBER	PROPOSAL SUBMITTED (For Purchasing Use Only)
1 Public Consulting Group	Jorge Raposo	148 State St Boston MA	raposo@pigs.com	401-573-8183		
2 Mercer Travers Health	Tony Ascuffo Rebecca Woodward	150 Cambridge Park, Cambridge, MA 29 Craft Street Newton, MA	tony.escuffo@mercer.com rebecca.woodward@travershealth.com	572-2051649 978-257-5353		
3 Freedman Healthcare	Jessie Hore	301 N. Lake Ave Providence RI 01101	jhore@freedmanhealthcare.com	(617) 512-9128		
4 The Margolian Group (Tmg)	Rebecca Cudde	56 Pickenng St. Needham, MA	rebecca.cudde@themargoliangroup.com	415-999-5961		
5 Bailit Health	Erin Taylor	74 West A. Conshohocken PA	etaylor@bailit-health.com	781-453-1166		
6 Veritas Health Services	Diana Beaton	1000 Main St Providence RI 02908	dbeaton@veritas.com	401-462-2108		
7 JSI, Inc	Rachel Morse	835 Promenade St. Providence RI 02908	morse@jsi.com			(Steve Meersman)
8 Veritas Health Services	Erin Taylor	10 Charles Providence RI 02908	etaylor@bailit-health.com	781-453-1166		
9 Veritas Health Services	Erin Taylor	10 Charles Providence RI 02908	etaylor@bailit-health.com	781-453-1166		
10 Veritas Health Services	Erin Taylor	10 Charles Providence RI 02908	etaylor@bailit-health.com	781-453-1166		
11 Veritas Health Services	Erin Taylor	10 Charles Providence RI 02908	etaylor@bailit-health.com	781-453-1166		
12						
13						
14						
15						

** VENDOR: PLEASE SUBMIT A BUSINESS CARD IF AVAILABLE **

"NON-MANDATORY" PRE-BID CONFERENCE SIGN IN SHEET

State of Rhode Island
 Division of Purchases
 One Capitol Hill
 Providence, RI 02908

BID NUMBER	7549877
BID TITLE	State Innovation Model Test Grant Project Management and Plan Development
PRE-BID DATE AND TIME	9/18/2015 - 2:00 P.M.

Purchasing Representative	David Francis
Pre-bid START TIME	2:00 PM
Pre-bid END TIME	

COMPANY NAME	COMPANY REPRESENTATIVE	ADDRESS	CONTACT E-MAIL	CONTACT PHONE NUMBER	CONTACT FAX NUMBER	PROPOSAL SUBMITTED (for Purchasing Use Only)
1 Hea Imcentric Advisors	Kara Butler	235 Promenade St Providence RI 02908	kbutter@valhment.com 904.528.3221	202-589-3451		
2 Center for Healthcare Innovation + Policy	Margaret Green	1101 K ST NW F11 DC 333 South Street Shrewsbury MA 10 Starke St Providence RI	zotab@neg.queim.com pamk.lesky@unasmad.edu	202-589-3451 308 854 5497	675 Dunbar Rd	
3 UNMass Med Solid	Peterick Lester		unem@unmassmed.edu	571-415-2000		
4 Deloitte	John McSherry		johnm@deloitte.com			
5 PopPlan	Andre Brax	10 Daniel St Providence RI	abrax@popplan.org	401-443-4540		
6 PopPlan	Lise Cline		lcline@popplan.org	401-443-4520		
7						
8						
9						
10						
11						
12						
13						
14						
15						

APPENDIX A
BUDGET FORM 1 of 4
TERM: 24 Month

PROJECT COSTS

COST CATEGORY	EOHHS FUNDING ALLOCATED TO EACH COST
DIRECT PROGRAM COSTS:	
PERSONNEL	\$
FRINGE BENEFITS	\$
SUBCONTRACTORS	\$
IN-STATE TRAVEL	\$
OUT-OF-STATE	\$
PRINTING	\$
SUPPLIES	\$
EQUIPMENT	\$
EDUCATION MATERIALS	\$
OTHER	\$
TOTAL DIRECT CHARGES:	\$
INDIRECT (NOT EXCEED 10%) Based on the Terms and Conditions of the CMS SIM Cooperative Agreement Funding this RFP, recipients cannot be reimbursed for indirect costs at a rate in excess of 10%.	Indirect rate: \$
TOTAL PROJECT COSTS: *	

* The Total Project Cost, as well as all resources being applied to the total Project Cost, must be disclosed in this budget.

BUDGET FORM 2 of 4
BUDGET JUSTIFICATION

DIRECT PROGRAM COSTS - DETAIL OF APPLICANT PERSONNEL

NAME POSITION TITLE DESCRIPTION OF GRANT DUTIES	Fully Loaded Hourly Rate	TIME DEVOTED TO PROJECT	TOTAL AMOUNT (\$) CHARGEABLE TO EOHHS GRANT AWARD
Task 1			
Task 2			
Task 3			
Task 4			
TOTAL REQUEST FROM EOHHS FOR APPLICANT'S PERSONNEL			\$

BUDGET FORM 3 of 4

DIRECT PROGRAM COSTS - DETAIL OF SUBCONTRACTORS

	NAME OF SUBCONTRACTOR; INCLUDE BRIEF DESCRIPTION OF STAFFING, STAFFING COSTS AND STAFF TIME TO BE DEVOTED TO PROJECT; AND OTHER GENERAL ESTIMATED COSTS	TOTAL AMOUNT (\$) CHARGEABLE TO EOHHS GRANT AWARD
Task 1		
Task 2		
Task 3		
Task 4		
	TOTAL REQUEST FROM EOHHS	

BUDGET FORM 4 of 4

EXPLANATION OF OTHER DIRECT EXPENSES

EXPENSE CATEGORY		DESCRIPTION	TOTAL COST \$	TOTAL AMOUNT (\$) CHARGEABLE TO EOHHS GRANT AWARD
Task 1				
Task 2				
Task 3				
Task 4				
TOTAL REQUEST FROM EOHHS				

EXPLANATION OF INDIRECT EXPENSES (Not to Exceed 10%)

EXPENSE CATEGORY		DESCRIPTION	TOTAL COST \$	TOTAL AMOUNT (\$) CHARGEABLE TO EOHHS GRANT AWARD
Task 1				
Task 2				
Task 3				
Task 4				
TOTAL REQUEST FROM EOHHS				

EXPLANATION OF OTHER RESOURCES APPLIED TO TOTAL PROJECT COST

DESCRIPTION		AMOUNT
Task 1		
Task 2		
Task 3		
Task 4		

ADDENDUM XVIII

BUSINESS ASSOCIATE AGREEMENT ADDENDUM

Except as otherwise provided in this Business Associate Agreement Addendum, (INSERT AGENCY NAME), (hereinafter referred to as “Business Associate”), may use, access or disclose Protected Health Information to perform functions, activities or services for or on behalf of the State of Rhode Island, (EOHHS/BHDDH/DHS/DOH/DCYF/DEA/DVA(PICK AS APPROPRIATE)) (hereinafter referred to as the “Covered Entity”), as specified herein and the attached Agreement between the Business Associate and the Covered Entity (hereinafter referred to as “the Agreement”), which this addendum supplements and is made part of, provided such use, access, or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 USC 1320d et seq., and its implementing regulations including, but not limited to, 45 CFR, parts 160, 162 and 164, hereinafter referred to as the Privacy and Security Rules and patient confidentiality regulations, and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (HITECH Act) and any regulations adopted or to be adopted pursuant to the HITECH Act that relate to the obligations of business associates, Rhode Island Mental Health Law, R.I. General Laws Chapter 40.1-5-26, and Confidentiality of Health Care Communications and Information Act, R.I. General Laws Chapter 5-37.3-1 *et seq.* Business Associate recognizes and agrees it is obligated by law to meet the applicable provisions of the HITECH Act.

1. Definitions:

A. Generally:

- (1) Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 160.103, 164.103, and 164.304, 164.501 and 164.502.
- (2) The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA, the Privacy and Security Rules and the HITECH Act: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific:

- (1) "Addendum" means this Business Associate Agreement Addendum.
- (2) "Agreement" means the contractual Agreement by and between the State of Rhode Island, (EOHHS/BHDDH/DHS/DOH/DCYF/DEA/DVA(PICK AS APPROPRIATE)) and Business Associate, awarded pursuant to State of Rhode Island’s Purchasing Law (Chapter 37-2 of the Rhode Island General Laws) and Rhode Island Department of Administration, Division of Purchases, Purchasing Rules, Regulations, and General Conditions of Purchasing.

C. "Business Associate" generally has the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Business Associate].

D. "Client/Patient" means Covered Entity funded person who is a recipient and/or the client or patient of the Business Associate.

E. "Covered Entity" generally has the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Covered Entity].

F. "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed or consulted by authorized health care clinicians and staff.

G. "Electronic Protected Health Information" or "Electronic PHI" means PHI that is transmitted by or maintained in electronic media as defined in the HIPA Security Regulations.

H. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

I. "HIPAA Privacy Rule" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the privacy of Protected Health Information including, the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

J. "HITECH Act" means the privacy, security and security Breach notification provisions applicable to Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act, which is Title XII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, and any regulations promulgated thereunder and as amended from time to time.

K. "Secured PHI" means PHI that was rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technologies or methodologies specified under or pursuant to Section 13402 (h)(2) of the HITECH Act under ARRA.

L. "Security Incident" means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information.

M. "Security Rule" means the Standards for the security of Electronic Protected Health Information found at 45 CFR Parts 160 and 162, and Part 164, Subparts A and C. The application of Security provisions Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations shall apply to Business Associate of Covered Entity in the same manner that such sections apply to the Covered Entity.

N. "Suspected breach" is a suspected acquisition, access, use or disclosure of protected health information ("PHI") in violation of HIPPA privacy rules, as referenced above, that compromises the security or privacy of PHI.

O. "Unsecured PHI" means PHI that is not secured, as defined in this section, through the use of a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services.

2. Obligations and Activities of Business Associate.

- A. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as required by Law, provided such use or disclosure would also be permissible by law by Covered Entity.
- B. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. Business Associate agrees to implement Administrative Safeguards, Physical Safeguards and Technical Safeguards ("Safeguards") that reasonably and appropriately protect the confidentiality, integrity and availability of PHI as required by the "Security Rule."
- C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- D. Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware, within five (5) days of the incident.
- E. Business Associate agrees to ensure that any agent, including a subcontractor or vendor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information through a contractual arrangement that complies with 45 C.F.R. § 164.314.
- F. Business Associate agrees to provide paper or electronic access, at the request of Covered Entity and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. If the Individual requests an electronic copy of the information, Business Associate must provide Covered Entity with the information requested in the electronic form and format requested by the Individual and/or Covered Entity if it is readily producible in such form and format; or, if not, in a readable electronic form and format as requested by Covered Entity.

- G. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity. If Business Associate receives a request for amendment to PHI directly from an Individual, Business Associate shall notify Covered Entity upon receipt of such request.
- H. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for the purposes of the Secretary determining compliance with the Privacy Rule and Security Rule.
- I. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.
- J. Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures for PHI in accordance with 45 §C.F.R. 164.528.
- K. If Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information (as defined in 45 C.F.R. § 164.402) for Covered Entity, it shall, following the discovery of a breach of such information, notify Covered Entity of such breach within a period of five (5) days after discovery of the breach. Such notice shall include: a) the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired or disclosed during such breach; b) a brief description of what happened, including the date of the breach and discovery of the breach; c) a description of the type of Unsecured PHI that was involved in the breach; d) a description of the investigation into the breach, mitigation of harm to the individuals and protection against further breaches; e) the results of any and all investigation performed by Business Associate related to the breach; and f) contact information of the most knowledgeable individual for Covered Entity to contact relating to the breach and its investigation into the breach.
- L. To the extent the Business Associate is carrying out an obligation of the Covered Entity's under the Privacy Rule, the Business Associate must comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligation.

- M. Business Associate agrees that it will not receive remuneration directly or indirectly in exchange for PHI without authorization unless an exception under 45 C.F.R. § 164.502(a)(5)(ii)(B)(2) applies.
- N. Business Associate agrees that it will not receive remuneration for certain communications that fall within the exceptions to the definition of Marketing under 45 C.F.R. §164.501, unless permitted by 45 C.F.R. § 164.508(a)(3)(A)-(B).
- O. If applicable, Business Associate agrees that it will not use or disclose genetic information for underwriting purposes, as that term is defined in 45 C.F.R. § 164.502.
- P. Business Associate hereby agrees to comply with state laws and rules and regulations applicable to PHI and personal information of individuals' information it receives from Covered Entity during the term of the Agreement.
 - i. Business Associate agrees to: (a) implement and maintain appropriate physical, technical and administrative security measures for the protection of personal information as required by any state law and rules and regulations; including, but not limited to: (i) encrypting all transmitted records and files containing personal information that will travel across public networks, and encryption of all data containing personal information to be transmitted wirelessly; (ii) prohibiting the transfer of personal information to any portable device unless such transfer has been approved in advance; and (iii) encrypting any personal information to be transferred to a portable device; and (b) implement and maintain a Written Information Security Program as required by any state law as applicable.
 - ii. The safeguards set forth in this Agreement shall apply equally to PHI, confidential and "personal information." Personal information means an individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "personal information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

3. Permitted Uses and Disclosures by Business Associate.

- a. Except as otherwise limited to this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Service Arrangement, provided that such use or

disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity required by 45 C.F.R. §164.514(d).

- b. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504 (e)(2)(i)(B).
- e. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).

4. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, provided that, to the extent permitted by the Service Arrangement, Business Associate may use or

disclose PHI for Business Associate's Data Aggregation activities or proper management and administrative activities.

6. Term and Termination.

- a. The term of this Agreement shall begin as of the effective date of the Service Arrangement and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Section.
- b. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Service Arrangement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.
 - ii. Immediately terminate this Agreement and the Service arrangement if Business Associate has breached a material term of this Agreement and cure is not possible.
- c. Except as provided in paragraph (d) of this Section, upon any termination or expiration of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall ensure that its subcontractors or vendors return or destroy any of Covered Entity's PHI received from Business Associate.
- d. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's written agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. Miscellaneous.

- a. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- b. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the Privacy and Security Rules and HITECH.
- c. The respective rights and obligations of Business Associate under Section 6 (c) and (d) of this Agreement shall survive the termination of this Agreement.
- d. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA and HITECH.
- e. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- f. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person other than Covered Entity, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.
- g. Modification of the terms of this Agreement shall not be effective or binding upon the parties unless and until such modification is committed to writing and executed by the parties hereto.
- h. This Agreement shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.
- i. Should any provision of this Agreement be found unenforceable, it shall be deemed severable and the balance of the Agreement shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.
- j. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the State of Rhode Island, including all matters of construction, validity and performance.
- k. All notices and communications required or permitted to be given hereunder shall be sent by certified or regular mail, addressed to the other part as its respective address as shown on the signature page, or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.

- l. This Agreement, including such portions as are incorporated by reference herein, constitutes the entire agreement by, between and among the parties, and such parties acknowledge by their signature hereto that they do not rely upon any representations or undertakings by any person or party, past or future, not expressly set forth in writing herein.

- m. Business Associate shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Business Associate and its employees, agents, representatives or subcontractors against any and all claims or claims for damages arising under this Business Associate Agreement and such insurance coverage shall apply to all services provided by Business Associate or its agents or subcontractors pursuant to this Business Associate Agreement. Business Associate shall indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs and other expenses (including but not limited to, reasonable attorneys' fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to prevent or remedy possible identity theft, financial harm, reputational harm, or any other claims of harm related to a breach) incurred as a result of, or arising directly or indirectly out of or in connection with any acts or omissions of Business Associate, its employees, agents, representatives or subcontractors, under this Business Associate Agreement, including, but not limited to, negligent or intentional acts or omissions. This provision shall survive termination of this Agreement.

8. Acknowledgment.

The undersigned affirms that he/she is a duly authorized representative of the Business Associate for which he/she is signing and has the authority to execute this Addendum on behalf of the Business Associate.

Acknowledged and agreed to by:

INSERT AGENCY NAME:

 DIRECTOR
 (EOHHS/BHDDH/DHS/DOH/DCYF/
 DEA/DVA(PICK AS APPROPRIATE))

 AUTHORIZED AGENT
 TITLE: _____

 Printed Name

 Printed Name

 Date

 Date

Agreement Number:

AGREEMENT

Between the

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

and

Name of Contractor: **Name of Contractor**

Title of Agreement: **ABC Agreement**

Basis for Contract: **(Ex RFP or LOI #)**

Contract Award: **\$000,000**

Performance Period: **July 1, 2015 to June 30, 2016 (EXAMPLE)**

A G R E E M E N T

This agreement, hereinafter "Agreement", including attached ADDENDA, is hereby entered into this (DATE PRESENTED) _____ day of _____ 201#, by and between the State of Rhode Island acting by and through the **Executive Office of Health and Human Services** (hereinafter referred to as "the Executive Office"), and _____ (hereinafter referred to as "the Contractor").

WHEREAS, the Executive Office desires to engage the Contractor to offer services and activities further described, but not limited to the work described in this Agreement, including any Exhibit(s) or Addenda, that are attached hereto and are hereby incorporated by reference into this Agreement.

WHEREAS the Contractor is willing and qualified to provide services, the parties hereto do mutually agree as follows:

PAR. 1. GOVERNING LAW AND GENERAL TERMS AND CONDITIONS

The State's Purchasing Law (Chapter 37-2 of the Rhode Island General Laws) and Rhode Island Department of Administration, Division of Purchases, Purchasing Rules, Regulations, and General Conditions of Purchasing apply as the governing terms and conditions of this Agreement, which can be obtained at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>. In addition, the provisions of Federal Laws, Regulations and Procedures governing the implementation of federal funds apply to this Agreement. See also **PAR. 35. - GOVERNING LAW** for further governing law issues. All ADDENDA referenced herein and attached hereto are made a part of and are inclusive in this Agreement.

PAR. 2. PERFORMANCE

The Contractor shall perform all obligations, duties and the required scope of work for the period of time listed in this Agreement, Exhibit(s) and/or Addenda that are attached hereto and are incorporated by reference herein, in a satisfactory manner to be determined at the sole and absolute discretion of the Executive Office, and in accordance with requirements of this Agreement. The Contractor shall perform in accordance with applicable State statutory and policy requirements as well as Federal statutory and policy requirements (as defined in 2 CFR § 200.300). More specifically, the **ADDENDUM I - SCOPE OF WORK** shall include performance measurement(s) 2 CFR § 200.301, monitoring and reporting program performance 2 CFR § 200.328, and performance must be in accordance with requirements for pass-through entities 2 CFR § 200.331. The Executive Office shall have the right at any time, to review the work being performed as well as the place where such work is performed; and to that end, the Executive Office shall be given reasonable access to all activities related to this Agreement.

In accordance with 2 CFR § 200.331 (d) the Executive Office will:

Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the

subrecipient must include:

- (1) Reviewing financial and performance reports required by the pass-through entity.
- (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 CFR § 200.521 Management decision.

The Executive Office may request at any time additional monitoring, reporting, site visits, and audits in accordance with 2 CFR § 200.501 or if applicable “Yellow Book” audits (see Paragraph 24). All reports pertaining to 2 CFR § 200.331, shall be maintained by the Contractor. The Contractor must retain any documents pertaining to changes requested from the Executive Office or the Federal Government in accordance with 2 CFR § 200.333.

PAR. 3. TIME OF PERFORMANCE

The Contractor shall commence performance of this Agreement on the _____ day of _____ 20##, and shall complete performance no later than the _____ day of _____ 20## (hereinafter the “Initial Term”), unless terminated prior to that day by other provisions of this Agreement. *If this contract was awarded as a result of an RFP or bid process, then, by mutual agreement, this contract may be extended as stated in the RFP or bid process (hereinafter “Renewal Term(s)”) beyond the Initial Term upon one hundred twenty (120) days prior written notice of the expiration of the Initial Term or any Renewal Term to the Contractor.*

In the event the Executive Office or the Contractor gives notice of its intent not to renew this Agreement, the Executive Office shall have the right to extend all or any services to be performed under this Agreement for an additional period of one hundred and eighty (180) days, or such longer period as mutually agreed by the parties in writing.

PAR. 4. PROJECT OFFICER – EXECUTIVE OFFICE

The Executive Office shall appoint a Contract Officer to manage this Agreement. The Contractor agrees to maintain close and continuing communication with the Contract Officer throughout the performance of work and services undertaken under the terms of this Agreement. The Contract Officer is responsible for authorizing, or seeking authorization of all payments made by the Executive Office to the Contractor under this Agreement.

PAR. 5. PROJECT OFFICER – CONTRACTOR

The Contractor shall appoint a Project Officer to be responsible for coordinating and reporting work performed by the Contractor agency under this Agreement. The Project Officer shall notify the Executive Office in writing immediately, and seek approval from the Executive Office, should a change to this Agreement be necessary in the

opinion of the Project Officer. Under no circumstances will a change be undertaken without the prior written approval of the Executive Office.

PAR. 6. BUDGET

Total payment for services to be provided under this Agreement shall not exceed the total budget as detailed in **ADDENDUM II**. Expenditures exceeding budget line-item categories by ten percent (10%) shall not be authorized unless prior written approval is first obtained pursuant to **PAR. 10. - MODIFICATION OF AGREEMENT**, subject to the maximum amount of this Agreement as stated above.

PAR. 7. METHOD OF PAYMENT AND REPORTS

The Executive Office will make payments to the Contractor in accordance with provisions of **ADDENDUM III - PAYMENTS AND REPORTS SCHEDULE** attached hereto and incorporated by reference herein. The Executive Office acknowledges and agrees that any increase in expenses due to delays by the Executive Office which extends the time of performance shall be subject to reimbursement of the costs associated with such delays. The Contractor will complete and forward narrative, fiscal, and all other reports per **ADDENDUM III - PAYMENTS AND REPORTS SCHEDULE**.

PAR. 8. TERMINATION AND/OR DEFAULT OF AGREEMENT

This Agreement shall be subject to termination under any of the following conditions:

- a) Mutual Agreement
The contracting parties mutually agree in writing to termination.
- b) Default by Contractor
The Executive Office may, by not less than thirty (30) days prior written notice to the Contractor, terminate the Contractor's right to proceed as to the Agreement if the Contractor:
 1. Materially fails to perform the services within the time specified or any extension thereof; or
 2. So fails to make progress as to materially endanger performance of the Agreement in accordance with its terms; or
 3. Materially breaches any provision of this Agreement.Termination, at the option of the Executive Office shall be effective not less than thirty (30) days after receipt of such notice, unless the Contractor shall have corrected such failure(s) thirty (30) days after the receipt by the Contractor of such written notice; any failure which, in the exercise of due diligence, cannot be cured within such thirty (30) day period shall not be deemed a default so long as the Contractor shall within such period commence and thereafter continue diligently to cure such failure.
- c) Termination in the Interest of the Executive Office
The Executive Office may terminate this agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, not less than thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of the Executive Office, become its property. If the agreement is terminated by the Executive Office as provided herein, the

Contractor will be paid an amount which bears the same rate to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payment of compensation previously made.

d) Availability of Funds

It is understood and agreed by the parties hereto that all obligations of the Executive Office, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State and Federal funds, and in no event shall the Executive Office be liable for any payments hereunder in excess of such available and appropriated funds. In the event that the amount of any available or appropriated funds provided by the State or Federal sources for the purchase of services hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified amount of services to be purchased hereunder for any reason whatsoever, the Executive Office shall notify the Contractor of such reduction of funds available and the Executive Office shall be entitled to reduce its commitment hereunder as it deems necessary, but shall be obligated for payments due to the Contractor up to the time of such notice. None of the provisions of this paragraph shall entitle the Executive Office to compensation for anticipated profits for unperformed work.

PAR. 9. RESPONSIBILITIES UPON TERMINATION AND/OR DEFAULT OF AGREEMENT

Upon delivery to the Contractor of a notice of termination, specifying the nature of the termination, the extent to which performance of work under this contract is terminated, and the date upon which such termination becomes effective, the Contractor shall:

1. Stop work under this contract on the date and to the extent specified in the notice of termination.
2. Take such action as may be necessary, or as the Executive Office's project manager may reasonably direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Executive Office has or may acquire an interest.
3. Terminate all orders to the extent that they relate to the performance of work terminated by the notice of termination.
4. Subject to the provisions of this paragraph, assign to the Executive Office in the manner and to the extent directed by the Executive Office's project officer all of the rights, title, and interest of the Contractor under the orders so terminated, in which case the Executive Office shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders, however, notwithstanding this provision, the Contractor will not be obligated to assign any such rights, title or interest in the absence of payment therefore by the Executive Office.
5. With the approval or ratification of the Executive Office's project manager, initiate settlement of all outstanding liabilities and all claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this contract. Prior to a final settlement of said outstanding liabilities and claims arising out of such termination, final written approval of the Executive Office's project manager must be obtained. Final approval by the Executive Office shall not be unreasonably withheld.
6. Subject to the provisions of this paragraph, transfer title, or if the Contractor does

not have title, then transfer their rights to the Executive Office (to the extent that title has not already been transferred) and deliver in the manner, at reasonable times, and to the extent reasonably directed by the Executive Office's project manager all files, processing systems, data manuals, or other documentation, in any form, that relate to all the work completed or in progress prior to the notice of termination.

7. Complete the performance of such part of the work as shall not have been terminated by the notice of termination. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.
8. Unless terminated by the Executive Office for default of the Contractor, the Contractor shall be entitled to reasonable account shut down expenses associated with such termination including the penalties associated with early termination of lease, software, hardware, and any other unamortized or incremental expenses accrued but not charged, excluding anticipated profits which shall not be reimbursed. The Contractor shall submit all identified shut down expenses associated with such termination incurred before and prior to the termination date. Any damages to the Executive Office shall offset any shutdown expenses to the Executive Office.
9. The Contractor acknowledges and agrees the services and/or deliverables provided under this Agreement are very important to the Executive Office and that upon expiration or termination of the Agreement, must be continued without interruption whether by the State, the Executive Office, governmental agency or another private entity ("successor entity"). Prior to the end of the Termination and up to sixty (60) days thereafter, the Contractor agrees to make an orderly transition of contract and/or deliverables hereunder and to perform any and all tasks in good faith that are necessary to preserve the integrity of the work performed by the Contractor on behalf of the Executive Office. Upon termination or expiration of the Agreement, the Contractor, shall, if requested by the Executive Office at least thirty (30) days prior to such termination or expiration, provide reasonable training for the successor entity and/or continued performance of services. For providing such training or continued performance after the Term of the Agreement, the Executive Office shall pay the Contractor at mutually agreed rates for personnel used in providing such training and/or services unless services delivered are already defined herein and rates established then such rates shall apply for such period. Should any missing data, materials, documents, etc., be discovered after expiration or termination, a grace period of one hundred and twenty (120) days shall be in effect during which the data, materials, documents, etc., is to be provided at a predetermined cost or at no additional cost if the Contractor caused the loss. Lost data shall be provided to the Executive Office in form acceptable to the Executive Office.

If a stop work order issued under this clause is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Agreement price, or both, and the agreement shall be modified, in writing, accordingly, if:

- a) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this agreement; and
- b) The Contractor asserts its right to an equitable adjustment within ninety (90) days after the end of the period of work stoppage; provided, that if the state

decides the facts justify the action, the state may receive and act upon a proposal submitted at any time before final payment under this Agreement.

The State shall not be liable to the Contractor for loss of profits because of a stop work order issued under this clause, however, unless termination is for a default by the Contractor, the Contractor shall have the right to recover costs associated with maintaining the personnel, leases and equipment during the period of time the stop work order was in effect that cannot otherwise be reasonably utilized by the Contractor during the stop work period.

If the agreement is terminated for default, following a reasonable notice and cure period not to exceed thirty (30) days unless agreed to by both parties, the Executive Office may withhold payment of any amount in excess of fair compensation for the work actually completed by the Contractor prior to termination of this Agreement and will be entitled to pursue all of its other available legal remedies against the Contractor. Notwithstanding the above, the Contractor shall not be relieved of liability to the Executive Office for damages sustained by virtue of any breach of this Agreement by the Contractor.

The Contractor's liability to the Executive Office for any damages arising out of or related to this Agreement, regardless of the form of action that imposes liability, whether in contract, equity, negligence, intended conduct, tort or otherwise, will be limited to and will not exceed, in the aggregate for all claims, actions and causes of action of every kind and nature, the total fees paid by the Executive Office to the Contractor under this Agreement. The exception to this limitation of liability is with regard to any direct damages incurred by the Executive Office due to the intentional tortious actions of the Contractor in the performance or nonperformance of its obligations under this Agreement. Also, there should be no limitation of the Contractor's liability for disclosure of confidential information or intellectual property infringement. Neither party shall be liable for any amounts for loss of income, profit or savings or incidental, consequential, indirect, exemplary, punitive, or special damages of any party, including third parties arising out of or related to this Agreement; provided, however, that the foregoing shall not be deemed to limit in any way the provisions of **ADDENDUM XIII - LIQUIDATED DAMAGES** of this Agreement.

The imposition of liquidated damages shall not limit the Executive Office's rights to pursue any other non-monetary remedies available to it.

The Executive Office may, by written notice of default to the Contractor, provide that the Contractor may cure a failure or breach of this contract within a period of thirty (30) days (or such longer period as the Executive Office's agreement administrator or project manager may authorize in writing), said period to commence upon receipt of the notice of default specifying such failure or breach. The Executive Office's exercise of this provision allowing the Contractor time to cure a failure or breach of this Agreement does not constitute a waiver of the Executive Office's right to terminate this Agreement, without providing a cure period, for any other failure or breach of this Agreement.

In the event the Contractor has failed to perform any substantial obligation under this Agreement, or has otherwise committed a breach of this Agreement, the Executive Office may withhold all monies due and payable to the Contractor directly related to the breach, without penalty, until such failure is cured or otherwise adjudicated.

Assurances before breach

a) If documentation or any other deliverables due under this contract are not in accordance with the contract requirements as reasonably determined by the project manager, upon the Executive Office's request, the Contractor, to the extent commercially reasonable, will deliver additional the Contractor resources to the project in order to complete the deliverable as required by the agreement as reasonably determined by the Executive Office and to demonstrate that other project schedules will not be affected. Upon written notice by the Executive Office's project manager of the Executive Office's concerns regarding the quality or timeliness of an upcoming deliverable, the Contractor shall, within five (5) business days of receipt of said notice, submit a corrective action plan documenting the Contractor's approach to completing the deliverable to the satisfaction of the Executive Office's project officer without affecting other project schedules. The Executive Office's project manager, within five (5) business days of receipt of the corrective action plan, shall approve the plan, reject the plan, or return the plan to the Contractor with specific instructions as to how the plan can be modified to merit approval and a specific time period in which the revised plan must be resubmitted.

Nothing in the language contained in "limitation of liability" article, "Contractor's liability for injury to person's or damage to property" article and "indemnification" article shall be construed to waive or limit the state or federal sovereign immunity or any other immunity from suit provided by law including, but not limited to Rhode Island General Laws, Title 9 Chapter 31, "Governmental Tort Liability."

Executive Office's options at termination

In the event the Executive Office terminates this contract pursuant to this paragraph, the Executive Office may at its option:

- a) Retain all or a portion of such hardware, equipment, software, and documentation as has been provided, obtaining clear title or rights to the same, and procure upon such terms and in such manner as the Executive Office's project manager may deem appropriate, hardware, equipment, software, documentation, or services as are necessary to complete the project; or
- b) Notwithstanding the above, except as otherwise agreed, nothing herein shall limit the right of the Executive Office to pursue any other legal remedies against the Contractor.

In order to take into account any changes in funding levels because of executive or legislative actions or because of any fiscal limitations not presently anticipated, the Executive Office may reduce or eliminate the amount of the contract as a whole with the scope of services being reduced accordingly, or subject to agreement by the parties concerning the scope and pricing, reduce or eliminate any line item(s).

Notwithstanding the terms, conditions and/or requirements set out in Paragraphs 7 and 8, the Contractor shall not be relieved of liability to the Executive Office for damages sustained by the Executive Office by virtue of any breach of the Agreement by the Contractor, and the Executive Office may withhold payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Executive Office from the Contractor is determined.

PAR. 10. MODIFICATION OF AGREEMENT

The Executive Office may permit changes in the scope of services, time of performance, or approved budget of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by the Executive Office and the Contractor, must be in writing and shall be made a part of this agreement by numerically consecutive amendment excluding "Special Projects", if applicable, and are incorporated by reference into this Agreement. No changes are effective unless reflected in an approved change order issued by the State's Division of Purchases.

Special Projects are defined as additional services available to the Executive Office on a time and materials basis with the amounts not to exceed the amounts referenced on the Contractor's RFP cost proposal or as negotiated by project or activity. The change order will specify the scope of the change and the expected completion date. Any change order shall be subject to the same terms and conditions of this Agreement unless otherwise specified in the change order and agreed upon by the parties. The parties will negotiate in good faith and in a timely manner all aspects of the proposed change order.

PAR. 11. SUBCONTRACTS

It is expressly agreed that the Contractor shall not enter into any subcontract(s) nor delegate any responsibilities to perform the services listed in this Agreement without the advanced, written approval of the Executive Office. If in **ADDENDUM XVI – BID PROPOSAL**, the Bid Proposal permits Subcontracting, the Contractor must provide the name and the extent of services provided by the Subcontractor in the **BUDGET** paragraph 6, and more fully explained in **ADDENDUM II** of this Agreement, and as further agreed to by the Executive Office and the Contractor in **ADDENDUM IX – SUBCONTRACTOR COMPLIANCE**, which is incorporated by reference herein, and which outlines the expectations and requirements of subcontracted vendors to this Agreement.

If the Contractor subsequently needs to enlist the services of a Subcontractor, the Contractor shall obtain prior written approval of the Executive Office. Approval of the Executive Office for the Contractor to enter into subcontracts to perform the services or obligations of the Contractor pursuant to this Agreement shall not be unreasonably withheld. Nothing in this Agreement or in a subcontract or sub-agreement between the Contractor and subcontractors shall create any contractual relationship between the subcontractor and the Executive Office. Approval by the Executive Office of the Contractor's request to subcontract shall not relieve the Contractor of its responsibilities under this contract and the Contractor shall therefore remain responsible and liable to the Executive Office for any conduct, negligence, acts and omissions, whether intentional or unintentional, by any subcontractor

The positions named by the Contractor and detailed in **ADDENDUM XVII – CORE STAFF POSITIONS**, which is incorporated by reference herein, will be considered core project staff positions for this project. The Contractor will not alter the core project team or use an independent contractor, company or subcontractor to meet required deliverables without the prior written consent of the Executive Office's project officer or other appointed designee(s) for which consent shall not be unreasonably withheld. Failure to comply with the provisions of this Paragraph could result in denial of

reimbursement for such non-approved sub-contracts.

PAR. 12. CONTRACTOR'S LIABILITY/INDEMNIFICATION

The Contractor shall indemnify and hold the State of Rhode Island, its departments, agencies, branches and its or their officers, directors, agents or employees (together the "Indemnitees" and their subcontractors) harmless against claims, demands, suits for judgments, losses or reasonable expenses or costs of any nature whatsoever (including actual reasonable attorney's fees) to the extent arising in whole or part from the Contractor's willful misconduct, negligence, or omission in provision of services or breach of this Agreement including, but not limited to, injuries of any kind which the staff of the Contractor or its subcontractor may suffer directly or may cause to be suffered by any staff person or persons in the performance of this Agreement, unless caused by the willful misconduct or gross negligence of the Indemnitees.

The Contractor shall indemnify and hold the State of Rhode Island, its departments, agencies, branches and its or their officers, directors, agents or employees (together the "Indemnitees" and their subcontractors") harmless against claims, demands, suits for judgments, losses or reasonable expenses or costs of any nature whatsoever (including actual reasonable attorney's fees) to the extent arising in whole or part for infringement by the Contractor of any intellectual property right by any product or service provided hereunder.

Nothing in this agreement shall limit the Contractor's liability to indemnify the State for infringements by the Contractor of any intellectual property right.

Nothing in the language contained in this Agreement shall be construed to waive or limit the State or federal sovereign immunity or any other immunity from suit provided by law including, but not limited to Rhode Island General Law, Title 9, Chapter 31 et al., entitled "Governmental Tort Liability."

PAR. 13. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

By signing this Agreement, the Contractor agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794); Americans with Disabilities Act of 1990 (42 USC 12101 et. seq.); Title IX of the Education Amendments of 1972 (20 USC 1681 et. seq.); The Food Stamp Act, and the Age Discrimination Act of 1975, The United States Department of Health and Human Services Regulations found in 45 CFR, Parts 80 and 84; the United States Department of Education Implementing regulations (34 CFR, Parts 104 and 106; and the United States Department of Agriculture, Food and Nutrition Services (7 CFR 272.6), which prohibit discrimination on the basis of race, color, national origin (limited English proficiency persons), age, sex, disability, religion, political beliefs, in acceptance for or provision of services, employment, or treatment in educational or other programs or activities, or as any of the Acts are amended from time to time.

Pursuant to Title VI and Section 504, as listed above and as referenced in **ADDENDA V AND VI**, which are incorporated herein by reference and made part of this Agreement,

the Contractor shall have policies and procedures in effect, including, mandatory written compliance plans, which are designed to assure compliance with Title VI section 504, as referenced above. An electronic copy of the Contractor's written compliance plan, all relevant policies, procedures, workflows, relevant chart of responsible personnel, and/or self-assessments must be available to the Executive Office upon request.

The Contractor's written compliance plans and/or self-assessments, referenced above and detailed in **ADDENDA V AND VI** of this Agreement must include but are not limited to the requirements detailed in **ADDENDA V AND VI** of this Agreement.

The Contractor must submit, within thirty-five (35) days of the date of a request by DHHS or EOHHS, full and complete information on Title VI and/or Section 504 compliance and/or self-assessments, as referenced above, by the Contractor and/or any subcontractor or vendor of the Contractor.

The Contractor acknowledges receipt of **ADDENDUM V - NOTICE TO EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964** and **ADDENDUM VI - NOTICE TO EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973**, which are incorporated herein by reference and made part of this Agreement.

The Contractor further agrees to comply with all other provisions applicable to law, including the Americans with Disabilities Act of 1990; the Governor's Executive Order No. 05-01, Promotion of Equal Opportunity and the Prevention of Sexual Harassment in State Government.

The Contractor also agrees to comply with the requirements of the Executive Office of Health and Human Services for safeguarding of client information as such requirements are made known to the Contractor at the time of this contract. Changes to any of the requirements contained herein shall constitute a change and be handled in accordance with **PAR. 10. - MODIFICATION OF AGREEMENT** above.

Failure to comply with this Paragraph may be the basis for cancellation of this Agreement.

PAR. 14. ASSIGNABILITY

The Contractor shall not assign any interest in this Agreement (whether by assignment or novation) without the prior written consent of the State's Division of Purchases, thereto; provided, however, that claims or money due or to become due to the Contractor from the Executive Office under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Executive Office.

PAR. 15. COPYRIGHTS

Any and all data, technical information, information systems, materials gathered, originated, developed, prepared, modified, used or obtained by the Contractor in performance of the Agreement used to create and/or maintain work performed by the Contractor, including but not limited to, all hardware, software computer programs, data files, application programs, intellectual property, source code, documentation and manuals, regardless of state of completion shall be deemed to be owned and remain owned by the State (“State Property”), and the State has the right to (1) reproduce, publish, disclose or otherwise use and to authorize others to use the State Property for State or federal government purposes, and (2) receive delivery of such State Property upon 30 days notice by the State throughout the term of the contract and including 120 days thereafter. To be clear with respect to State Property, the work shall be considered “work for hire,” i.e., the State, not the selected Contractor or any subcontractor, shall have full and complete ownership of all State Property. The selected Contractor and any subcontractor hereby convey, assign and transfer to State any and all of its or their right, title and interest in State Property, if any, including but not limited to trademarks and copyrights. The State hereby grants to the federal government, and the federal government reserves, a royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose or otherwise use and to authorize others to use for federal government purposes such software, modifications and documentation designed, developed or installed with federal financial participation.

The Contractor agrees that no findings, listing, or information derived from information obtained through performance, as described in the Scope of Work in Addendum I with or without identifiers, may be released or publicly disclosed in any form for any purpose if such findings, listing, or information contain any combination of data elements that might allow an individual to determine a beneficiary’s identification without first obtaining written authorization from the Executive Office’s project officer. Examples of such data elements include, but are not limited to geographic indicators, age, sex, diagnosis, procedure, date of birth, or admission/discharge date(s). The Contractor agrees further that the Executive Office shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from the Executive Office’s files identify or would, with reasonable effort, permit one to identify an individual, or to deduce the identifying of an individual to a reasonable degree of certainty. The Contractor agrees that the conditions set forth herein apply to any materials presented or submitted review and/or publication that contain individual identifying elements in the information obtained, as stated above, unless such information is presented in the aggregate. Under no circumstance, shall the Contractor publicly disclose or present or submit any materials for review and/or publication that contains an individual’s social security number, in part or in whole. The Contractor is hereby notified that all initial data received from EOHHS is considered confidential by the Executive Office. For further requirements regarding confidentiality of information please refer to Paragraph 26 of this Agreement.

With respect to claims arising from computer hardware or software manufactured by a third party and sold by the Contractor as a reseller, the Contractor will pass through to the Executive Office such indemnity rights as it receives from such third party (“third party obligation”) and will cooperate in enforcing them; provided that if the third party

manufacturer fails to honor the third party obligation, the Contractor will provide the Executive Office with indemnity protection equal to that called for by the third party obligation, but in no event greater than that called for in the first sentence of this Paragraph the provisions of the preceding sentence apply only to third party computer hardware or software sold as a distinct unit and accepted by the Executive Office. Unless a third party obligation provides otherwise, the defense and payment obligations set forth in this Paragraph will be conditional upon the following:

1. The Executive Office will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time;
2. The Contractor will have sole control of the defense of any action on all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Rights by any product or service provided hereunder; and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future state operations or liability, or when involvement of the state is otherwise mandated by law, the state may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the state will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
3. The State will reasonably cooperate in the defense and in any related settlement negotiations.

Should the deliverables or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Rights, the Executive Office shall permit the Contractor at its option and expense either to procure for the Executive Office the right to continue using the deliverables or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such deliverables or software by the Executive Office shall be prevented by injunction, the Contractor agrees to take back such deliverables or software and make every reasonable effort to assist the Executive Office in procuring substitute deliverables or software. If, in the sole opinion of the Executive Office, the return of such infringing deliverables or software makes the retention of other deliverables or software acquired from the Contractor under this Agreement impractical, the Executive Office shall then have the option of terminating such agreements, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such deliverables or software and refund any sums the Executive Office has paid the Contractor less any reasonable amount for use or damage.

The Contractor shall have no liability to the Executive Office under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement that is based upon:

- The combination or utilization of deliverables furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
- The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of the Contractor-supplied operating software; or

- The modification by the Executive Office of the equipment furnished hereunder or of the software; or
- The combination or utilization of software furnished hereunder with non-Contractor supplied software.

The Contractor certifies that it has appropriate systems and controls in place to ensure that Executive Office funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

The Contractor agrees that no findings, listing, or information derived from information obtained through performance, as described in **ADDENDUM I - SCOPE OF WORK**, with or without identifiers, may be released or publicly disclosed in any form for any purpose if such findings, listing, or information contain any combination of data elements that might allow an individual to determine a beneficiary's identification without first obtaining written authorization from the Executive Office's project officer. Examples of such data elements include, but are not limited to geographic indicators, age, sex, diagnosis, procedure, date of birth, or admission/discharge date(s). The Contractor agrees further that the Executive Office shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from the Executive Office's files identify or would, with reasonable effort, permit one to identify an individual, or to deduce the identifying of an individual to a reasonable degree of certainty. The Contractor agrees that the conditions set forth herein apply to any materials presented or submitted review and/or publication that contain individual identifying elements in the information obtained, as stated above, unless such information is presented in the aggregate. Under no circumstance, shall the Contractor publicly disclose or present or submit any materials for review and/or publication that contains an individual's social security number, in part or in whole. The Contractor is hereby notified that all initial data received from the Executive Office is considered confidential by the Executive Office.

PAR. 16. PARTNERSHIP

It is understood and agreed that nothing herein is intended or should be construed in any manner as creating or establishing the legal relation of partnership between the parties hereto, or as constituting the employees, agents, or representatives of the Contractor included in this Agreement as employees, agents, or representatives of the Executive Office.

PAR. 17. INTEREST OF CONTRACTOR

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

PAR. 18. FEDERAL FUNDING PROVISIONS

Funds made available to the Contractor under this Agreement are or may be derived from federal funds made available to the Executive Office. The Provisions of Paragraph 5 and Addendum II notwithstanding, the Contractor agrees to make claims for payment under this Agreement in accordance with applicable federal policies. The Contractor agrees that no payments under this Agreement will be claimed for reimbursement under any other Agreement, grant or contract that the Contractor may hold that provides funding from the same State or Federal sources. The Contractor further agrees to be liable for audit exceptions that may arise from examination of claims for payment under this Agreement. The Contractor specifically agrees to abide by all applicable federal requirements for Contractors. Additionally, the Federal Award must be used in accordance with the specific Catalog of Federal Domestic Assistance (CFDA) number listed in **ADDENDUM IV – FISCAL ASSURANCES**. <https://www.cfda.gov/>

States are required to collect information from contractors for awards greater than \$25,000 as described in **ADDENDUM XVIII – FEDERAL SUBAWARD REPORTING** (hereafter referred to as the FFATA form). The Contractor and its subcontractors, if subcontractors are permitted within the scope of this Agreement, will provide new FFATA forms for each contract year. When applicable in multiyear contracts, the Contractor is required to review and update the FFATA form, this must be provided to the Executive Office 30 days prior to the end of the first contract year. For example, if the contract performance period is July 1, 2015 to June 30, 2018; then the FFATA form for the second contract year is due June 1, 2016. Any sub-contractor paid with Federal Funding will provide the FFATA form for each contract year to the Contractor, the Contractor must then provide all sub-contractor FFATA forms to the Executive Office. Sub-contractor forms must be provided within fifteen (15) days of date of signature of this Agreement, and if applicable, within fifteen (15) days of the end of each contract year for all subsequent contract years.

PAR. 19. FUNDING DENIED

It is understood and agreed that in the event that less than full federal funding or other funding is received by the Executive Office due directly to the failure of the Contractor to comply with the terms of this Agreement, the Contractor is liable to the State of Rhode Island for an amount equal to the amount of the denied funding. Should the Contractor be liable for the amount of the denied funding, then such amount shall be payable upon demand of the Executive Office.

The Contractor agrees that no expenditures claimed for reimbursement under this Agreement will be claimed for reimbursement under any other agreement, grant, or contract that the Contractor may hold which provides funding from state or federal sources. The Contractor further agrees to be liable for audit exceptions that may arise from examination of expenditures: (a) claimed by the Contractor for reimbursement under this Agreement, and/or (b) submitted by the Contractor in meeting any cost participation requirements.

PAR. 20. ACCESSIBILITY AND RETENTION OF RECORDS

The Contractor agrees to make accessible and to maintain all fiscal and activity records relating to this Agreement to state and/or federal officials, or their designated representatives, necessary to verify the accuracy of Contractor invoices or compliance with this Agreement. This accessibility requirement shall include the right to review and copy such records. This requirement is also intended to include but is not limited to any auditing, monitoring, and evaluation procedures, including on-site visits, performed individually or jointly, by state or federal officials or their agents necessary to verify the accuracy of Contractor invoices or compliance with the this Agreement (in accordance with 2 CFR § 200.331). If such records are maintained out of the State of Rhode Island, such records shall be made accessible by the Contractor at a Rhode Island location. Minutes of board of directors meetings, fiscal records, and narrative records pertaining to activities performed will be retained for audit purposes for a period of at least three (3) years following the submission of the final expenditure report for this Agreement. Additionally, if any litigation, claim, or audit is started before the expiration of the 3 year period, as mentioned in Paragraph 2 of this Agreement, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken in accordance with 2 CFR § 200.333. If audit findings have not been resolved at the end of the three (3) years, the records shall be retained for an additional three (3) years after the resolution of the audit findings are made or as otherwise required by law.

The Contractor and its subcontractors, if subcontractors are permitted within the scope of this Agreement, will provide and maintain a quality assurance system acceptable to the state covering deliverables and services under this Agreement and will tender to the state only those deliverables that have been inspected and found to conform to this Agreement's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the state during Agreement performance and for three (3) years after final payment. The Contractor shall permit the state to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance system or other similar business practices related to performance of the Agreement.

Further, the Contractor agrees to include a similar right of the state to audit records and interview staff in any subcontract related to performance of this Agreement.

The parties agree that in regards to fixed price portions of the contract, the state's access to the Contractor's books, records and documents shall be limited to those necessary to verify the accuracy of the Contractor's invoice. In no event will the state have access to the Contractors internal cost data as they relate to fixed price portion of the contract.

PAR. 21. CAPITAL ASSETS

The Contractor agrees that any capital assets purchased on behalf of the Executive Office on a pass-through basis and used on behalf of the Executive Office by the Contractor shall upon payment by the Executive Office, become the property of the Executive Office unless otherwise agreed to by the parties and may be utilized by the

Contractor in a reasonable manner. Capital assets are defined as any item having a life expectancy of greater than one (1) year and an initial cost of greater than five thousand dollars (\$5,000) per unit, except greater than five hundred dollars (\$500) per unit for computer equipment.

Upon written request by the Executive Office, the Contractor agrees to execute and deliver to the Executive Office a security interest in such capital assets in the amount of the value of such capital asset (or for a lesser amount as determined by the Executive Office).

PAR. 22. COMPETITIVE BIDS

With the exception of services or products obtained for use in a leveraged environment, the Contractor agrees competitive bidding will be utilized for all purchases in direct and exclusive support of the Executive Office which are made under this Agreement in excess of five hundred dollars (\$500) or an aggregate of one thousand dollars (\$1,000) for any like items during the time of performance of this Agreement. Evidence of competitive bids must be retained in accordance with **PAR. 20. - ACCESSIBILITY AND RETENTION OF RECORDS.**

PAR. 23. SECURITY AND CONFIDENTIALITY

The Contractor shall take security measures to protect against the improper use, loss, access of and disclosure of any confidential information it may receive or have access to under this Agreement as required by this Agreement, the RFP and proposal, or which becomes available to the Contractor in carrying out this Agreement and the RFP and the proposal, and agrees to comply with the requirements of the Executive Office for safeguarding of client and such aforementioned information. Confidential information includes, but is not limited to: names, dates of birth, home and/or business addresses, social security numbers, protected health information, financial and/or salary information, employment information, statistical, personal, technical and other data and information relating to the State of Rhode Island data, and other such data protected by Department/Executive Office laws, regulations and policies (“confidential information”), as well as State and Federal laws and regulations. All such information shall be protected by the Contractor from unauthorized use and disclosure and shall be protected through the observance of the same or more effective procedural requirements as are applicable to the Executive Office.

The Contractor expressly agrees and acknowledges that said confidential information provided to and/or transferred to provider by the Executive Office or to which the Contractor has access to for the performance of this Agreement is the sole property of the Executive Office and shall not be disclosed and/or used or misused and/or provided and/or accessed by any other individual(s), entity(ies) and/or party(ies) without the express written consent of the Executive Office. Further, the Contractor expressly agrees to forthwith return to the Executive Office any and all said data and/or information and/or confidential information and/or database upon the Executive Office’s written request and/or cancellation and/or termination of this Agreement.

The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information, which is or becomes legitimately publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties under no obligation of confidentiality.

The Contractor agrees to abide by all applicable, current and as amended Federal and State laws and regulations governing the confidentiality of information, including to but not limited to the Business Associate requirements of HIPAA (WWW.HHS.GOV/OCR/HIPAA), to which it may have access pursuant to the terms of this Agreement. In addition, the Contractor agrees to comply with the Executive Office confidentiality policy recognizing a person's basic right to privacy and confidentiality of personal information. ("confidential records" are the records as defined in section 38-2-3-(d) (1)-(1-19) of the Rhode Island General Laws, entitled "access to public records" and described in "access to Department of Health records.")

In accordance with this Agreement and all Addenda thereto, the Contractor will additionally receive, have access to, or be exposed to certain documents, records, that are confidential, privileged or otherwise protected from disclosure, including, but not limited to: personal information; Personally Identifiable Information (PII), Sensitive Information (SI), and other information (including electronically stored information), records sufficient to identify an applicant for or recipient of government benefits; preliminary draft, notes, impressions, memoranda, working papers-and work product of state employees; as well as any other records, reports, opinions, information, and statements required to be kept confidential by state or federal law or regulation, or rule of court ("State Confidential Information"). State Confidential Information also includes PII and SI as it pertains to any public assistance recipients as well as retailers within the SNAP Program and Providers within any of the State Public Assistance programs.

Personally Identifiable Information (PII) is defined as any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc. (As defined in 2 CFR § 200.79 and as defined in OMB Memorandum M-06-19, "Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security in Agency Information Technology Investments"). PII shall also include individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts (As defined in 2 CFR § 200.82 Protected Personally Identifiable Information).

Sensitive Information (SI) is information that is considered sensitive if the loss of confidentiality, integrity, or availability could be expected to have a serious, severe or catastrophic adverse effect on organizational operations, organizational assets, or

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

The Contractor agrees to adhere to any and all applicable State and Federal statutes and regulations relating to confidential health care and substance abuse treatment including but not limited to the Federal Regulation 42 CFR, Part 2; Rhode Island Mental Health Law, R.I. General Laws Chapter 40.1-5-26; Confidentiality of Health Care Communications and Information Act, R.I. General Laws Chapter 5-37.3-1 et seq., and HIPAA 45 CFR 160. The Contractor acknowledges that failure to comply with the provisions of this paragraph will result in the termination of this Agreement.

The Contractor shall notify the Covered Entity within one (1) hour by telephone call plus e-mail, web form or fax upon the discovery of any breach of security of PHI, PII or SI or suspected breach of security of PHI, PII or SI (where the use or disclosure is not provided for and permitted by this Agreement) of which it becomes aware. The Contractor shall, within forty-eight (48) hours, notify the Executive Office's designated security officer of any suspected breach of unauthorized electronic access, disclosure or breach of confidential information or any successful breach of unauthorized electronic access, disclosure or breach of confidential information. A breach is defined pursuant to HIPAA guidelines as well as those found in the "Health Information Technology for Economic and Clinical Health Act" (HITECH). A breach or suspected breach may be an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PHI in violation of HIPAA privacy rules that compromise PHI security or privacy. Additionally, a breach or suspected breach may be an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PII or SI. The notice of a breach or suspected breach shall contain information available to the Contractor at the time of the notification to aid the Executive Office in examining the matter. More complete and detailed information shall be provided to the Executive Office as it becomes available to the Contractor.

Upon notice of a suspected security incident, the Executive Office and Contractor will meet to jointly develop an incident investigation and remediation plan. Depending on the nature and severity of the confirmed breach, the plan may include the use of an independent third-party security firm to perform an objective security audit in accordance with recognized cyber security industry commercially reasonable practices. The parties will consider the scope, severity and impact of the security incident to determine the scope and duration of the third party audit. If the parties cannot agree on either the need for or the scope of such audit, then the matter shall be escalated to senior officials of each organization for resolution. The Contractor will pay the costs of all such audits. Depending on the nature and scope of the security incident, remedies may include, among other things, information to individuals on obtaining credit reports and notification to applicable credit card companies, notification to the local office of the

Secret Service, and or affected users and other applicable parties, utilization of a call center and the offering of credit monitoring services on a selected basis.

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

Failure to abide by the Executive Office's confidentiality policy or the required signed **Business Associate Agreement (BAA)** will result in termination remedies, including but not limited to, termination of this Agreement. A **Business Associate Agreement (BAA)** shall be signed by the Contractor, simultaneously or as soon thereafter as possible, from the signing of this Agreement, as required by the Executive Office.

Nothing herein shall limit the Executive Office's ability to seek injunctive relief or any and all damages resulting from the Contractor's negligent or intentional disclosure of confidential information.

PAR. 24. AUDIT

In the case wherein the amount identified in **PAR. 6. - BUDGET** is at least twenty-five thousand dollars (\$25,000) in any year, at no additional cost for the Executive Office, the Contractor shall prepare an annual financial statement of the Contractor or the Contractor's parent, where applicable, within nine (9) months of the end of the Contractor's fiscal year. The financial statements must provide full and frank disclosures of all assets, liabilities, changes in the fund balances, all revenue, and all expenditures. Upon written or oral request by the Executive Office, the Contractor shall provide the Executive Office a copy of the above described financial statement(s) within ten (10) days of the Executive Office's request or within twenty (20) days of the end of the Time of Performance, Paragraph 3 herein. If additional financial documentation is required by the Federal funding source, these additional financial requirements must be met in addition to the preparation of the above financial statements.

In the case wherein the amount identified in **PAR. 6. - BUDGET** is at least seven hundred and fifty thousand federal dollars (\$750,000) in any fiscal year, at no additional cost for the Executive Office, the audit must be performed in accordance with 2 CFR § 200.500 et. seq., or with "Government Auditing Standards" as published by the Comptroller General of the United States. The audit must address areas of compliance and internal controls as outlined in 2 CFR § 200.500 et. seq. If a management letter is also issued as part of the audit, the management letter must be submitted as well (2

CFR § 200.512). All financial statements and audits must be submitted in a format that is acceptable to the Executive Office.

In the case wherein the Contractor expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR § 200.501, et seq. at no additional cost for the Executive Office, the audit must be performed in accordance with 2 CFR § 200.500 et. seq., or with "Government Auditing Standards" as published by the Comptroller General of the United States. The audit must address areas of compliance and internal controls as outlined in 2 CFR § 200.500 et. seq. If a management letter is also issued as part of the audit, the management letter must be submitted as well (2 CFR § 200.512). All financial statements and audits must be submitted in a format that is acceptable to the Executive Office.

Moreover, if the Contractor has Agreements and/or Federal Awards which **in aggregate** are at least seven hundred and fifty thousand federal dollars (\$750,000) in any fiscal year, including the amount identified in **PAR. 6 – BUDGET**, the audit must be performed in accordance with federal requirements as outlined above (2 CFR 200.500 et seq.).

Should the Contractor expend less than seven hundred and fifty thousand federal dollars (\$750,000) in a fiscal year and be, therefore, exempt from having to perform an audit in accordance with 2 CFR § 200.500 et. seq., the Contractor may not charge the cost of such an audit to a federal award.

Pursuant to 2 CFR § 200.501 (h), "for-profit" entities shall conduct a "Yellow Book" audit annually by a Public Accounting Firm in accordance with Government Auditing Standards, mentioned above, and standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the U.S. (GAGAS) and provide a copy thereof to Client, the Contractor may not charge the cost of such an audit to a federal award.

The Contractor agrees that the state or its designated representative will be given access to any part of the system which is delivered under this Agreement to inventory and/or inspect the system.

The Contractor expressly agrees that any overpayment identified through an audit must be repaid to the Executive Office within a period of six (6) months from the issuance of the audit.

PAR. 25. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

PAR. 26. ON-SITE INSPECTION

The Contractor agrees to permit on-site monitoring, evaluation and inspection of all

activities related to the Agreement by officials of the Executive Office, its designee, and where appropriate, the Federal government. On-site inspections and monitoring shall be in accordance with 2 CFR § 200.328. All reports pertaining to 2 CFR § 200.331, shall be maintained by the Contractor. The Contractor must retain any documents pertaining to changes requested from the Executive Office or the Federal Government in accordance with 2 CFR § 200.333.

If, as a result of on-site inspections, changes are requested by the Executive Office to ensure compliance with this Agreement and/or Federal Awards, the Contractor must perform changes within a time period defined by the Executive Office. All changes shall be documented by the Contractor and provided to the Executive Office upon request. All requested changes shall comply with 2 CFR § 200.331.

PAR. 27. DRUG-FREE WORKPLACE POLICY

The Contractor agrees to comply with the provisions of the Governor's Executive Order 91-14, the State's Drug Free Workplace Policy, and the Federal Omnibus Drug Abuse Act of 1988. As a condition of contracting with the State of Rhode Island, the Contractor hereby agrees to abide by **ADDENDUM VII - DRUG-FREE WORKPLACE POLICY**, and in accordance therewith has executed **ADDENDUM VIII - DRUG-FREE WORKPLACE POLICY CONTRACTOR CERTIFICATE OF COMPLIANCE**.

Furthermore, the Contractor agrees to submit to the Executive Office any report or forms which may from time-to-time be required to determine the Contractor's compliance with this policy.

The Contractor acknowledges that a violation of the Drug-Free Workplace Policy may, at the Executive Office's option, result in termination of this Agreement.

PAR. 28. PRO-CHILDREN ACT OF 1994 (ACT)

As a condition of contracting with the State of Rhode Island, the Contractor hereby agrees to abide by **ADDENDUM X - CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**, and in accordance has executed **ADDENDUM X - CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**.

PAR. 29. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Contractor agrees to abide by **ADDENDUM XI – INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**, and in accordance has executed the required certification included in **ADDENDUM XII – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**.

PAR. 30. CHIEF PURCHASING OFFICER

This Agreement shall take effect upon the issuance of a Purchase Order by the State of Rhode Island's Chief Purchasing Officer or his/her designee. No modifications to this agreement shall be effective unless in an authorized change order issued by the State's

Division of Purchases.

PAR. 31. OWNERSHIP

The following additional paragraphs are added to the Rhode Island Department of Administration, Division of Purchases, Purchasing Rules, Regulations, and General Conditions of Purchasing.

PROPRIETARY SOFTWARE. Each party will retain all rights in any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the date of this Agreement, or acquired or developed after the date of this Agreement without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor.

DEVELOPED SOFTWARE. All software that is developed by the Contractor and delivered by the Contractor to the Executive Office under this Agreement, and paid for by the Executive Office (“Developed Software”) is and shall remain the property of the Executive Office. For a period of ninety (90) days following acceptance of any developed software in accordance with the approval procedures adopted by the parties, the Contractor warrants that each item of developed software will conform in all material respects to the written technical specifications agreed to by the parties in accordance with the software development methodologies adopted by the parties and set forth in the procedures manual. As soon as reasonably practicable after discovery by State or Contractor of a failure of the Developed Software to so conform (a “**non-conformance**”), State or Contractor, as applicable, will deliver to the other a statement and supporting documentation describing in reasonable detail the alleged nonconformance. If Contractor confirms that there is a non-conformance, then Contractor will use commercially reasonable efforts to correct such non-conformance. The methods and techniques for correcting non-conformances will be at the sole discretion of the Executive Office. The foregoing warranty will not extend to any non-conformances caused (i) by any change or modification to software without Contractor’s prior written consent; or (ii) by state operating software otherwise than in accordance with the applicable documentation, for the purpose for which it was designed, or on hardware not recommended, supplied or approved in writing by Contractor. Furthermore, if, after undertaking commercially reasonable efforts to remedy a breach by Contractor of the foregoing warranty, Contractor, in the exercise of its reasonable business judgment, determines that any repair, adjustment, modification or replacement is not feasible, or in the event that the developed software subsequent to all repairs, adjustments, modifications and replacements continues to fail to meet the foregoing warranty, the Executive Office will return the developed software to Contractor, and Contractor will credit to the State, in a manner and on a schedule agreed to by the parties and as the Executive Office’s sole and exclusive remedy for such failure, an amount equal to the charges actually paid by the Executive Office to the Contractor for the developed software that has failed to meet the foregoing warranty. Upon written request of the Executive Office, the Contractor will use commercially reasonable efforts to correct an alleged non-conformance for which Contractor is not otherwise responsible hereunder because it is caused or contributed to by one of the factors listed above and, to the extent that such correction cannot be performed within the scope of the Contractor

services, such correction will be paid for by the Executive Office at the Contractor's then current commercial billing rates for the technical and programming personnel and other materials utilized by the Contractor. Notwithstanding anything to the contrary in this Agreement, the Contractor will continue to own, and will be free to use, the development tools and the residual technology, so long as such use does not breach Contractor's obligations of confidentiality set forth herein

OTHER. Notwithstanding anything to the contrary in this Agreement, the Contractor (i) will retain all right, title and interest in and to all know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used in performing the services hereunder which are based on trade secrets or proprietary information of the Contractor, are developed or created by or on behalf of the Contractor without reference to or use of the intellectual property of the Executive Office or are otherwise owned or licensed by the Contractor (collectively, "tools"); (ii) subject to the confidentiality obligations set forth in this Agreement, will be free to use the ideas, concepts, methodologies, processes and know-how which are developed or created in the course of performing the services and may be retained by the Contractor's employees in an intangible form, all of which constitute substantial rights on the part of the Contractor in the technology developed as a result of the services performed under this Agreement; and (iii) will retain ownership of any Contractor-owned software or tools that are used in producing the developed software and become embedded therein. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights, except as otherwise expressly provided in this Agreement.

PAR. 32. FORCE MAJEURE

Except for defaults of subcontractors at any tier, in the event that any party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of (or if failure to perform the services is caused by) natural disaster, actions or decrees of governmental bodies, or other event or failure not the fault or within control of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other parties and shall use reasonable efforts to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended

PAR. 33. RESERVED

PAR. 34. DISPUTES

The parties shall use good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. When a dispute arises between the Executive Office and Contractor, both parties will attempt to resolve the dispute pursuant to this subsection. When a dispute arises, the party initiating the dispute shall notify the other party in writing of the dispute, with the notice specifying the disputed issues and the position of the party submitting the notice. The Executive Office's project officer and Contractor project officer shall use good faith efforts to resolve the dispute within ten (10) State business days of submission by either party to the other of such notice of the dispute.

If the Executive Office's Project Officer and the Contractor's Project Officer are unable to resolve the dispute, either party may request that the dispute be escalated for resolution to the Secretary of the Executive Office of Health and Human Services or his or her designee, the Contractor's President or his or her designee and a mutually agreed upon third party shall attempt to resolve the issue.

If the issue is not resolved, the parties shall proceed pursuant to R.I. General Laws § 37-2-46 and applicable State Procurement Regulations (1.5).

If the issue is not resolved, the parties shall endeavor to resolve their claims by mediation which, shall be administered by the Presiding Justice of the Providence County Superior Court. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the court. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this paragraph, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the State of Rhode Island where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

PAR. 35. GOVERNING LAW

This Agreement is deemed executed and delivered in the City of Cranston, State of Rhode Island, and all questions arising out of or under this Agreement shall be governed by the laws of the State of Rhode Island.

PAR. 36. WAIVER AND ESTOPPEL

Nothing in this Agreement shall be considered waived by any party, unless the party claiming the waiver receives the waiver in writing. No breach of this Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision shall not constitute a waiver of any other. A failure of any party to enforce at any time any provisions(s) of this contract, or to exercise any option which is herein provided, shall in no way be construed as a waiver of such provision of this contract. No consent, or excuse by either party, express or implied, shall constitute a subsequent consent, waiver or excuse.

PAR. 37. INSURANCE

Throughout the term of the Agreement, the Contractor and any subcontractor shall procure and maintain, at its own cost and expense, insurance as required by the Bid Specifications.

PAR. 38. WORK REVIEWS

The Contractor agrees that all work performed under this Agreement may be reviewed by the Rhode Island Executive Office of Health and Human Services, Department of Administration, and/or by any third party designated by the Executive Office of Health and Human Services.

PAR. 39. BUSINESS CONTINUITY PLAN

The Contractor shall prepare and maintain a Business Continuity Plan upon execution of this Agreement, which shall include, but not be limited to, the Contractor's procedure for recovery of data and recovery for all operation components in case of an emergency or disaster. Upon written or oral request by the Executive Office, the Contractor shall provide the Executive Office a copy of the above described Business Continuity Plan within ten (10) days of the Executive Office's request.

PAR. 40. NOTICES

No notice, approval or consent permitted or required to be given by this Agreement will be effective unless the same is in writing and sent postage prepaid, certified mail or registered mail, return receipt requested, or by reputable overnight delivery service to the other party at the address set forth in **ADDENDUM XVII – CORE STAFF POSITIONS**, or such other address as either party may direct by notice given to the other as provided **ADDENDUM XVII – CORE STAFF POSITIONS**, and shall be deemed to be given when received by the addressee. The Contractor and the Executive Office shall list, in **ADDENDUM XVII – CORE STAFF POSITIONS**, the names, addresses, telephone numbers, and the facsimile numbers of all individuals that the above such notice, approval or consent shall be sent to or copied on.

PAR. 41. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument. Execution may be effected by delivery of facsimiles of signature pages and the parties will follow such delivery by prompt delivery of originals of such pages.

PAR. 42. AMENDMENTS

Except as may otherwise set forth in this Agreement, the Agreement may only be amended by the parties agreeing to the amendment, in writing, duly executed by the parties and shall only be effective upon incorporation by the State's Division of Purchases through the issuance of a change order.

PAR. 43. SURVIVAL

Any obligations and provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including but not limited to safeguarding confidential information and indemnification, shall survive the expiration or termination of this Agreement.

PAR. 44. ADDITIONAL APPROVALS

The parties acknowledge that this Agreement requires issuance of a valid Purchase Order by the State of Rhode Island for this Agreement to remain in full force and effect.

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

STATE OF RHODE ISLAND:

*****INSERT CONTRACTOR NAME***:**

ELIZABETH H. ROBERTS, SECRETARY
EXECUTIVE OFFICE OF HEALTH AND
HUMAN SERVICES

AUTHORIZED AGENT/SIGNATURE
TITLE: _____

PRINT NAME

DATE

DATE

ADDENDA

Attached hereto, incorporated into and made a part herein of this agreement, are the following addenda:

<u>ADDENDUM I</u> -	REQUEST FOR PROPOSAL AND/OR SCOPE OF WORK
<u>ADDENDUM II</u> -	BUDGET
<u>ADDENDUM III</u> -	PAYMENTS AND REPORTS SCHEDULE
<u>ADDENDUM IV</u> -	FISCAL ASSURANCES
<u>ADDENDUM V</u> -	NOTICE TO EXECUTIVE OF HUMAN SERVICES' SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
<u>ADDENDUM VI</u> -	NOTICE TO EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES' SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973
<u>ADDENDUM VII</u> -	DRUG-FREE WORKPLACE POLICY
<u>ADDENDUM VIII</u> -	DRUG FREE WORKPLACE POLICY CONTRACTOR CERTIFICATE OF COMPLIANCE
<u>ADDENDUM IX</u> -	SUBCONTRACTOR COMPLIANCE
<u>ADDENDUM X</u> -	CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE
<u>ADDENDUM XI</u> -	INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS
<u>ADDENDUM XII</u> -	CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS
<u>ADDENDUM XIII</u> -	LIQUIDATED DAMAGES
<u>ADDENDUM XIV</u> -	EQUAL EMPLOYMENT OPPORTUNITY
<u>ADDENDUM XV</u> -	BYRD ANTI-LOBBYING AMENDMENT
<u>ADDENDUM XVI</u> -	BID PROPOSAL
<u>ADDENDUM XVII</u> -	CORE STAFF POSITIONS
<u>ADDENDUM XVIII</u> -	FEDERAL SUBAWARD REPORTING

ADDENDUM XIX -

BUSINESS ASSOCIATE AGREEMENT

ADDENDUM I
REQUEST FOR PROPOSAL /
SCOPE OF WORK

ADDENDUM II

BUDGET

ADDENDUM III
PAYMENTS AND REPORTS
SCHEDULE

**ADDENDUM IV
FISCAL ASSURANCES**

1. The Contractor agrees to segregate all receipts and disbursements pertaining to this agreement from recipients and disbursements from all other sources, whether by separate accounts or by utilizing a fiscal code system.
2. The Contractor assures a system of adequate internal control will be implemented to ensure a separation of duties in all cash transactions.
3. The Contractor assures the existence of an audit trail which includes: cancelled checks, voucher authorization, invoices, receiving reports, and time distribution reports.
4. The Contractor assures a separate subsidiary ledger of equipment and property will be maintained.
5. The Contractor agrees any unexpended funds from this agreement are to be returned to the Executive Office at the end of the time of performance unless the Executive Office gives written consent for their retention.
6. The Contractor assures insurance coverage is in effect in the following categories: bonding, vehicles, fire and theft, and liability.
7. The following Federal requirements shall apply pursuant to OMB Guidance for Grants and Agreements. Where applicable:
 - Subpart A - Acronyms and Definitions (200.0 – 200.99)
 - Subpart B – General Provisions (200.100 – 200.113)
 - Subpart C – Pre-Federal Award Requirements and Contents of Federal Awards (200.200 – 200.211)
 - Subpart D – Post Federal Award (200.300 – 200.345)
 - Subpart E – Cost Principles (200.400 – 200.475)
 - Subpart F – Audit Requirements(200.500 – 200.521)
 - All Subsequent Addenda
8. If the Contractor expends Federal awards during the Contractor's particular fiscal year of \$750,000 or more, then 2 CFR § 200.500 et. seq., audits of states, local governments and non-profit organizations shall also apply or if applicable, an audit shall be performed in accordance with "Government Auditing Standards" as published by the Comptroller General of the United States (see Paragraph 24).
9. This agreement may be funded in whole or in part with Federal funds. If so, the CFDA reference number is _____. The Contractor must review applicable Federal Statutes, regulations, terms and conditions of the Federal Award in accordance with 2 CFR § 200.331 (a)(2).

ADDENDUM V

RHODE ISLAND EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

NOTICE TO EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES' SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Public and private agencies, organizations, institutions, and persons that receive Federal financial assistance through the Executive Office of Health and Human Services (EOHHS) are subject to the provisions of Title VI of the Civil Rights Act of 1964 and the implementing regulations of the United States Department of Health And Human Services (DHHS), which is located at 45 CFR, Part 80, collectively referred to hereinafter as Title VI. EOHHS contracts with Contractors include a Contractor's assurance that in compliance with Title VI and the implementing regulations, no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in its programs and activities on the grounds of race, color, or national origin. Additional DHHS guidance is located at 68 FR 47311-02.

EOHHS reserves its right to at any time review Contractors to assure that they are complying with these requirements. Further, EOHHS reserves its right to at any time require from Contractors, Sub-Contractors and Vendors that they are also complying with Title VI.

The Contractor shall have policies and procedures in effect, including, a mandatory written compliance plan, which are designed to assure compliance with Title VI. An electronic copy of the service providers written compliance plan and all relevant policies, procedures, workflows and relevant chart of responsible personnel must be available to EOHHS upon request.

The Contractor's written compliance plan must address the following requirements:

- ❑ Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all Title VI standards.
- ❑ Designation of a compliance officer who is accountable to the service provider's senior management.
- ❑ Effective training and education for the compliance officer and the organization's employees.
- ❑ Enforcement of standards through well-publicized guidelines.
- ❑ Provision for internal monitoring and auditing.
- ❑ Written complaint procedures
- ❑ Provision for prompt response to all complaints, detected offenses or lapses, and for development and implementation of corrective action initiatives.
- ❑ Provision that all Contractors, Sub-Contractors and Vendors of the service provider execute assurances that said Contractors, Sub-Contractors and Vendors are in compliance with Title VI.

The Contractor must enter into an agreement with each Sub-Contractor or Vendor under which there is the provision to furnish to it, DHHS or EOHHS on request full and complete information related to Title VI compliance.

The Contractor must submit, within thirty-five (35) days of the date of a request by DHHS or EOHHS, full and complete information on Title VI compliance by the Contractor and/or any Sub-Contractor or Vendor of the Contractor.

It is the responsibility of each Contractor to acquaint itself with all of the provisions of the Title VI regulations. A copy of the regulations is available upon request from the community relations liaison officer, **Executive Office of Health and Human Services**, 57 Howard Avenue, Cranston, RI 02920; telephone number: (401) 462-5274.

THE REGULATIONS ADDRESS THE FOLLOWING TOPICS:

SECTION:

- 80.1 PURPOSE
- 80.2 APPLICATION OF THIS REGULATION
- 80.3 DISCRIMINATION PROHIBITED
- 80.4 ASSURANCES REQUIRED
- 80.5 ILLUSTRATIVE APPLICATION
- 80.6 COMPLIANCE INFORMATION
- 80.7 CONDUCT OF INVESTIGATIONS
- 80.8 PROCEDURE FOR EFFECTING COMPLIANCE
- 80.9 HEARINGS
- 80.10 DECISIONS AND NOTICES
- 80.11 JUDICIAL REVIEW
- 80.12 EFFECT ON OTHER REGULATIONS; FORMS AND INSTRUCTIONS
- 80.13 DEFINITION

ADDENDUM VI

RHODE ISLAND EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

NOTICE TO RHODE ISLAND EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES' CONTRACTORS OF THEIR RESPONSIBILITIES UNDER SECTION USC 504 OF THE REHABILITATION ACT OF 1973

Public and private agencies, organizations, institutions, and persons that receive Federal financial assistance through the **Executive Office Of Health and Human Services (EOHHS)** are subject to the provisions of Section 504 of the Rehabilitation Act of 1973 and the Implementing Regulations of the United States Department of Health And Human Services (DHHS), which are located at 45 CFR, part 84 hereinafter collectively referred to as Section 504. EOHHS contracts with service providers include the provider's assurance that it will comply with Section 504 of the regulations, which prohibits discrimination against handicapped persons in providing health, welfare, or other social services or benefits.

The Contractor shall have policies and procedures in effect, including, a mandatory written compliance plan, which are designed to assure compliance with Section 504. An electronic copy of the Contractor's written compliance plan and all relevant policies, procedures, workflows and relevant chart of responsible personnel must be available to EOHHS upon request.

The Contractor's written compliance plan must address the following requirements:

- ❑ Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all Section 504 standards.
- ❑ Designation of a compliance officer who is accountable to the service provider's senior management.
- ❑ Effective training and education for the compliance officer and the organization's employees.
- ❑ Enforcement of standards through well-publicized guidelines.
- ❑ Provision for internal monitoring and auditing.
- ❑ Written complaint procedures
- ❑ Provision for prompt response to all complaints, detected offenses or lapses, and for development and implementation of corrective action initiatives.
- ❑ Provision that all Contractors, Sub-Contractors and Vendors of the service provider execute assurances that said Contractors, Sub-Contractors and Vendors are in compliance with Section 504.

The Contractor must enter into an agreement with each Sub-Contractor or Vendor under which there is the provision to furnish to the contractor, DHHS or EOHHS on request full and complete information related to Section 504 compliance.

The contractor must submit, within thirty-five (35) days of the date of a request by DHHS or EOHHS, full and complete information on Section 504 compliance by the Contractor and/or any Sub-Contractor or Vendor of the contractor.

It is the responsibility of each Contractor to acquaint itself with all of the provisions of the Section 504 regulations. A copy of the regulations, together with an August 14, 1978 Policy Interpretation of General Interest to Providers of Health, Welfare, or Other Social Services or Benefits, is available upon request from the Community Relations Liaison Officer, **Executive Office of Health and Human**

Services, 57 Howard Avenue, Cranston, RI 02920; telephone number (401) 462-5274.

Contractors should pay particular attention to subparts A, B, C, and F of the regulations which pertain to the following:

SUBPART A - GENERAL PROVISIONS

SECTION:

- 84.1 PURPOSE
- 84.2 APPLICATION
- 84.3 DEFINITIONS
- 84.4 DISCRIMINATION PROHIBITED
- 84.5 ASSURANCE REQUIRED
- 84.6 REMEDIAL ACTION, VOLUNTARY ACTION, AND SELF-EVALUATION
- 84.7 DESIGNATION OF RESPONSIBLE EMPLOYEE AND ADOPTION OF GRIEVANCE PROCEDURES
- 84.8 NOTICE
- 84.9 ADMINISTRATIVE REQUIREMENTS FOR SMALL RECIPIENTS
- 84.10 EFFECT OF STATE OR LOCAL LAW OR OTHER REQUIREMENTS AND EFFECT OF EMPLOYMENT OPPORTUNITIES

SUBPART B - EMPLOYMENT PRACTICES

SECTION:

- 84.11 DISCRIMINATION PROHIBITED
- 84.12 REASONABLE ACCOMMODATION
- 84.13 EMPLOYMENT CRITERIA
- 84.14 PREEMPLOYMENT INQUIRIES
- 84.15 - 84.20 (RESERVED)

SUBPART C - ACCESSIBILITY

SECTION:

- 84.21 DISCRIMINATION PROHIBITED
- 84.22 EXISTING FACILITIES
- 84.23 NEW CONSTRUCTION
- 84.24 - 84.30 (RESERVED)

SUBPART F - HEALTH, WELFARE, AND SOCIAL SERVICES

SECTION:

- 84.51 APPLICATION OF THIS SUBPART
- 84.52 HEALTH, WELFARE, AND OTHER SOCIAL SERVICES
- 84.53 DRUG AND ALCOHOL ADDICTS
- 84.54 EDUCATION AND INSTITUTIONALIZED PERSONS
- 84.55 PROCEDURES RELATING TO HEALTH CARE FOR HANDICAPPED INFANTS
- 84.56 – 84.60 (RESERVED)

ADDENDUM VII

DRUG-FREE WORKPLACE POLICY

Drug use and abuse at the workplace or while on duty are subjects of immediate concern in our society. These problems are extremely complex and ones for which there are no easy solutions. From a safety perspective, the users of drugs may impair the well-being of all employees, the public at large, and result in damage to property. Therefore, it is the policy of the state that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace. Any employee(s) violating this policy will be subject to discipline up to and including termination. An employee may also be discharged or otherwise disciplined for a conviction involving illicit drug use, regardless of whether the employee's conduct was detected within employment hours or whether his/her actions were connected in any way with his or her employment. The specifics of this policy are as follows:

1. Any unauthorized employee who gives or in any way transfers a controlled substance to another person or sells or manufactures a controlled substance while on duty, regardless of whether the employee is on or off the premises of the employer will be subject to discipline up to and including termination.
2. The term "controlled substance" means any drugs listed in 21 USC, Section 812 and other Federal regulations. Generally, all illegal drugs and substances are included, such as marijuana, heroin, morphine, cocaine, codeine or opium additives, LSD, DMT, STP, amphetamines, methamphetamines, and barbiturates.
3. Each employee is required by law to inform the agency within five (5) days after he/she is convicted for violation of any Federal or State criminal drug statute. A conviction means a finding of guilt (including a plea of nolo contendere) or the imposition of a sentence by a judge or jury in any Federal or State Court.
4. The employer (the hiring authority) will be responsible for reporting conviction(s) to the appropriate Federal granting source within ten (10) days after receiving notice from the employee or otherwise receives actual notice of such conviction(s). All conviction(s) must be reported in writing to the Office of Personnel Administration (OPA) within the same time frame.
5. If an employee is convicted of violating any criminal drug statute while on duty, he/ she will be subject to discipline up to and including termination. Conviction(s) while off duty may result in discipline or discharge.
6. The state encourages any employee with a drug abuse problem to seek assistance from the Rhode Island Employee Assistance Program (RIEAP). Your Personnel Officer has more information on RIEAP.
7. The law requires all employees to abide by this policy.

**ADDENDUM VIII
DRUG-FREE WORKPLACE POLICY
CONTRACTOR CERTIFICATE OF COMPLIANCE**

I, _____, (Name) _____ (Title) _____ (Contractor Name), a contractor doing business with the state of Rhode Island, hereby acknowledge that I have received a copy of the state's policy regarding the maintenance of a **Drug-Free Workplace**. I have been informed that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance (to include but not limited to such drugs as marijuana, heroin, cocaine, PCP, and crack, and may also include legal drugs which may be prescribed by a licensed physician if they are abused), is prohibited on the State's premises or while conducting State business. I acknowledge that my employees must report for work in a fit condition to perform their duties.

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

SIGNATURE:

TITLE:

DATE:

ADDENDUM IX

SUBCONTRACTOR COMPLIANCE

I, _____ (Name), _____ (Title), _____ (Contractor Name), a contractor doing business with the state of Rhode Island, hereby certify that all approved subcontractors performing services pursuant to this agreement will have executed written contracts with (**CONTRACTOR NAME**). All such contracts shall contain language identical to the following provisions of this agreement as follows:

PAR. 12. CONTRACTOR'S LIABILITY/INDEMNIFICATION

PAR. 13. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

SIGNATURE:

TITLE:

DATE:

ADDENDUM X

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part c - Environmental Tobacco Smoke (20 U.S.C.A. § 6081-6084), also known as the Pro-Children Act of 1994 (**Act**), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through state or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Any failure to comply with a prohibition in this section shall be a violation of this section and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty in an amount not to exceed \$1,000 for each violation, or may be subject to an administrative compliance order, or both, as determined by the Secretary. Each day a violation continues shall constitute a separate violation. In the case of any civil penalty under this section, the total amount shall not exceed the amount of Federal funds received by such person for the fiscal year in which the continuing violations occurred.

By signing and submitting this application the applicant/contractor certifies that it will comply with the requirements of the Act. The applicant/contractor further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-contractors shall certify accordingly.

SIGNATURE:

TITLE:

DATE:

ADDENDUM XI

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

PRIMARY COVERED TRANSACTIONS

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

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Executive Office's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the Executive Office determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Executive Office. The Executive Office may terminate this transaction for cause or default.
3. The prospective primary participant shall provide immediate written notice to the Executive Office if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Executive Office.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled certification regarding debarment, suspension, ineligibility and voluntary exclusion - lower tier covered transactions, provided by EOHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible,

or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-procurement list (of excluded parties).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by as prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Executive Office may terminate this transaction for cause of default.

ADDENDUM XII

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**

The contractor, as the primary participant, certifies to the best of the contractor’s knowledge and belief, that the contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

SIGNATURE:

TITLE:

DATE:

ADDENDUM XIII

LIQUIDATED DAMAGES

The prospective primary participant contractor agrees that time is of the essence in the performance of certain designated portions of this contract. The Executive Office and the contractor agree that in the event of a failure to meet the milestones and project deliverable dates or any standard of performance within the time set forth in the Executive Office 's bid proposal and the contractor's proposal response (Addendum XVI), damage shall be sustained by the Executive Office and that it may be impractical and extremely difficult to ascertain and determine the actual damages which the Executive Office will sustain by reason of such failure. It is therefore agreed that Executive Office, at its sole option, may require the contractor to pay liquidated damages for such failures with the following provisions:

1. Where the failure is the sole and exclusive fault of the Executive Office, no liquidated damages shall be imposed. To the extent that each party is responsible for the failure, liquidated damages shall be reduced by the apportioned share of such responsibility.
2. For any failure by the contractor to meet any performance standard, milestone or project deliverable, the Executive Office may require the contractor to pay liquidated damages in the amount(s) and as set forth in the state's general conditions of purchase as described particularly in the LOI, RFP, RFQ, or scope of work, however, any liquidated damages assessed by the Executive Office shall not exceed **10%** of the total amount of any such month's invoice in which the liquidated damages are assessed and shall not in the aggregate, over the life of the agreement, exceed the total contract value.

Written notification of failure to meet a performance requirement shall be given by the Executive Office 's project officer to the contractor's project officer. The contractor shall have a reasonable period designated by the Executive Office from the date of receipt of written notification. If the failure is not materially resolved within this period, liquidated damages may be imposed retroactively to the date of expected delivery.

In the event that liquidated damages have been imposed and retained by the Executive Office, any such damages shall be refunded, provided that the entire system takeover has been accomplished and approved by the Executive Office according to the original schedule detailed in the contractor's proposal response included in this contract (Addendum XVI) as modified by mutually agreed upon change orders.

To the extent liquidated damages have been assessed, such damages shall be the sole monetary remedy available to the Executive Office for such failure. This does not preclude the state from taking other legal action.

ADDENDUM XIV

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this agreement, the contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment relating to this agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated equally during employment, without regard to their race, color, religion, sex, age, national origin, or physical or mental disability.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor shall, in all solicitations or advertising for employees placed by or on behalf of the contractor relating to this agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability.
3. The Contractor shall inform the contracting Executive Office's equal employment opportunity coordinator of any discrimination complaints brought to an external regulatory body (RI Ethics Commission, RI Department of Administration, US DHHS Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
4. The Contractor shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
5. Contractors and subcontractors with agreements in excess of \$50,000 shall also pursue in good faith affirmative action programs.
6. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ADDENDUM XV

BYRD ANTI-LOBBYING AMENDMENT

No Federal or State appropriated funds shall be expended by the contractor for influencing or attempting to influence an officer or employee of any agency, a member of congress or State Legislature, an officer or employee of congress or state legislature, or an employee of a member of congress or state legislature in connection with any of the following covered actions: the awarding of any agreement; the making of any grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any agreement, grant, or cooperative agreement. Signing this agreement fulfills the requirement that contractors receiving over \$100,000 in Federal or State funds file with the Executive Office on this provision.

If any Non-Federal or State Funds have been or will be paid to any person in connection with any of the covered actions in this provision, the Contractor shall complete and submit a "Disclosure of Lobbying Activities" form.

The Contractor must certify compliance with all terms of the Byrd Anti-Lobbying Amendment (31 U.S.C 1352) as published in the Federal Register May 27, 2003, Volume 68, Number 101.

The Contractor hereby certifies that it will comply with Byrd Anti-Lobbying Amendment provisions as defined in 45 CFR Part 93 and as amended from time to time.

SIGNATURE:

TITLE:

DATE:

ADDENDUM XVI

BID PROPOSAL

ADDENDUM XVII
CORE STAFF POSITIONS

Executive Office's Project Officer:

Executive Office's Financial Officer:

Contractor's Project Officer:

Contractor's Financial Officer:

ADDENDUM XVIII

FEDERAL SUBAWARD REPORTING FFATA FORM

See Attached RI Office of Management and Budget, Sub-Award Reporting Worksheet

Directions:

For contracts awarding more than \$25,000 in FEDERAL funds, include Transparency Act Questionnaire for agency to complete and return.

If award is not for Federal funds, or is for less than \$25,000, enter “Reserved” under the above heading, and no questionnaire should be provided.

IMPORTANT ITEMS TO NOTE ABOUT NEW REQUIREMENT

The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252) requires the Office of Management and Budget (OMB) to maintain a single, searchable website that contains current information on all Federal spending awards. That site is at www.USASpending.gov.

- Includes both mandatory and discretionary grants
- Do not include grants funded by the Recovery Act (ARRA)
- For more information about Federal Spending Transparency, refer to <http://www.whitehouse.gov/omb/open>
- If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award will be subject to the reporting requirements, as of the date the award exceeds \$25,000
- If the initial award equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the award continues to be subject to the reporting requirements of the Transparency ACT and this Guidance

**Rhode Island Office of Management & Budget
Sub-Award Reporting Worksheet**

Rev. 06-2014

Please type or print clearly in black or blue ink, answer all questions, and sign and date the form.

Section 1: State Agency and Federal Award Information													
Agency Contact Name				Agency Contact Telephone									
Sub-Award Program Name				Agency Contact Email									
Sub-Award Program Description													
Federal Award Information													
Federal Program Name						Federal Awarding Agency							
Federal Award Number						Date of Federal Award							
Award Type						CFDA Number							
Prime Agency DUNS +4						Amount Obligated from this Award							
Is sub-award funded by more than one federal award?										Yes *		No	

* If yes, use Attachment 1-A to provide information on additional federal awards funding this sub-award.

Section 2: Sub-Awardee Information													
Sub-Awardee DUNS+4						System for Award Management Registration Expiration Date (if applicable)							
Sub-Awardee Name (as registered in DUNS)													
Sub-Awardee Address (as registered in DUNS)						Sub-Award Principal Place of Performance (where work performed)							
Number and Street						Number and Street							
City						City							
State						State							
ZIP+4						ZIP+4							
Executive Compensation† (to be completed by sub-awardee)													
In preceding fiscal year, did federal funds from all sources make up more than 80% of agency budget? If no, stop. Do not report executive compensation. Proceed to Sub-Awardee Certification.										Yes		No	
In preceding fiscal year, did your agency receive more than \$25 million in federal funds? If no, stop. Do not report executive compensation. Proceed to Sub-Awardee Certification.										Yes		No	
Is information about the compensation of the senior executives in the sub-recipient's organization (including parent organization, all branches, and all affiliates worldwide) publicly available? If no, report executive compensation for five highest paid officials below.										Yes		No	
Official Name				Compensation Amount									
Official Name				Compensation Amount									
Official Name				Compensation Amount									
Official Name				Compensation Amount									
Official Name				Compensation Amount									

† See Federal Register Volume 75, No. 177, Appendix A, Paragraph E5 for guidance on reporting executive compensation.

Sub-Awardee Certification											
I certify, to the best of my knowledge and belief, that the information provided is complete and accurate, and that I am authorized to sign contracts and other legally binding documents on behalf of the entity. I understand that my typed name below shall have the same force and effect as my written signature.											
_____				_____				_____			
Signature				Title of Signatory				Date			

Section 3: Sub-Award Information (for state agency administrative purposes only)											
Sub-Award Number				Sub-Award Date				FFATA Report Month			
Amendment 1 Obligation Amount				Amendment 1 Date				FFATA Report Month			
Amendment 2 Obligation Amount				Amendment 2 Date				FFATA Report Month			



Updated Stakeholder Engagement Plan
Rhode Island SIM Grant Model Test
Submitted June 1, 2015

LAYING THE GROUNDWORK

This Stakeholder Engagement Plan details Rhode Island's plan to:

1. Identify, communicate with and engage stakeholders in the development and implementation of the state's SIM Model Test;
2. Demonstrate sufficient participation and commitment on the part of stakeholders (especially payers and providers) to successfully implement and sustain the model; and
3. Identify the planned approach to obtain sufficient commitment from stakeholders (specifically payers and providers) to support the data collection and evaluation requirements established in the cooperative agreement terms and conditions.

The success of Rhode Island's SIM effort rests on our ability to implement three foundational changes in state government: improved internal alignment, explicit external partnerships, and effective use of information technology. In order to achieve these changes and meet the objectives of the grant, we have engaged key stakeholders representing state government, community organizations, payers, and providers.

Stakeholders are organized into three working groups which are described in detail in section A. Stakeholder Categories:

1. Core State Team
2. SIM State Working Group
3. Healthy Rhode Island Steering Committee

A. STAKEHOLDER CATEGORIES

Core State Team

The core state team meets weekly and is comprised of staff from the Executive Office of Health and Human Services and the Office of the Health Insurance Commissioner. This team, headed by the SIM project director, is responsible for interfacing with the Center for Medicare and Medicaid Innovation (CMMI) and organizing the goals and deliverables of the SIM State Working Group, including development of project materials.

SIM State Working Group



Plan
March 30, 2015
Updated June 1, 2015

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This group meets on a weekly basis and will be the team responsible for the implementation of the SIM Grant. This team will pursue the goals related to improved coordination of regulatory, fiscal, and policy levers. This team, working with other entities, will ensure State efforts on data collection, reporting, and analyses are integrated and not duplicative. This team of State staff will lead the transformation of State health and human services agencies, operating in a well-coordinated, cost-effective, transparent environment that is focused on the people of Rhode Island and the improvement of the State's health care system.

We recognize that we will need to work with and engage other State government entities such as the Department of Education as we implement the grant. The Stakeholder Engagement Plan will be updated to reflect collaborative efforts with other State departments.

Representatives from each of the entities listed below form the SIM State Working Group:

- Executive Office of Health and Human Services (EOHHS)
- Department of Health (HEALTH)
- Department of Behavioral Healthcare, Developmental Disabilities, and Hospitals (BHDDH)
- Department of Children, Youth, and Families (DCYF)
- Department of Human Services (DHS)
- Office of the Health Insurance Commissioner (OHIC)
- Department of Administration (DOA):
 - a. State Employee Health Care
 - b. HealthSource RI: Rhode Island's State-based Marketplace

Healthy Rhode Island Steering Committee

Several members of the Healthy Rhode Island Steering Committee were actively engaged in the development of the SIM Grant and several participated in the face-to-face interview for the proposal. DCYF and DHS were added to the steering committee since the implementation of the grant to inform the identification of barriers, drivers, and priorities to consider, as related to the populations served by each agency, in developing the Population Health and Behavioral Health Transformation Plans. We have added the Rhode Island Business Group on Health to the steering committee since submitting our first Stakeholder Engagement Plan in March to gain greater perspective on the implications and benefits of payment reform initiatives on Rhode Island's employers.

This committee is the governing body for the grant effort. It is charged with setting the strategic direction and policy goals of the grant effort. While regulatory promulgation and procurement



issues will rest with the state government, the steering committee will exercise leadership discretion over the implementation of the SIM grant.

Table 1: Healthy Rhode Island Steering Committee Members

Federal, State and Local Governmental	Community and Patient	Payers	Providers
EOHHS	Rhode Island Health Center Association	Blue Cross Blue Shield of RI	Lifespan
HEALTH	Rhode Island Medical Society	Neighborhood Health Plan of RI	Care New England
BHDDH	Rhode Island Council of Community Mental Health Organizations	Tufts Health Plan	South County Hospital
DCYF	RI Kids Count	UnitedHealthcare of New England	Charter CARE
DHS	YMCA of Greater Providence		Coastal Medical
OHIC	Rhode Island Foundation		RI Primary Care Physicians Corporation
DOA: a. State Employee Health Care b. HealthSource RI	Rhode Island Business Group on Health		CareLink
	Rhode Island Business Group on Health		

B. Required Information

Table 2 lists each stakeholder, some grouped into categories, and the rationale for their engagement. “Method of engagement”, “Timeframe for stakeholder engagement”, “Stakeholder Roles/responsibilities”, “Stakeholder outputs/deliverables”, and “Potential Risks” are discussed in general for all stakeholders below table 2.

Table 2: Stakeholder Information, Rationale for Engagement, and Roles/Responsibilities

Stakeholder Information	Rationale for Engagement
Payers: Blue Cross Blue Shield RI Neighborhood Health Plan	Inclusion of payers will ensure a clear understanding of the implications of a transformed payment system for insurers and in turn consumers. The payer perspective is crucial to moving forward in a consistent aligned fashion to



<p>Tufts Health Plan UnitedHealthcare of NE</p>	<p>drive value based payments through state payment levers, ensuring buy-in from all parties.</p>
<p>Providers (Hospitals): Lifespan Care new England South County Hospital Charter CARE</p>	<p>Hospital stakeholders bring valuable experience and lessons-learned to the table. The three Rhode Island Hospital Systems and the one independent hospital listed are all currently engaged some level of payment reform, forming partnerships and aligning with payers to design new payment reform models.</p>
<p>Providers (Physician Practices): Coastal Medical RI Primary Care Physicians Corporation (RIPCPC)</p>	<p>Coastal Medical is RI's largest, Private Group Practice, is a Medicare Shared Savings Program Accountable Care Organization (ACO), and a Patient Centered Medical Home. Coastal physicians care for over 105,000 patients across Rhode Island and Massachusetts. RIPCPC is an independent practice association (IPA) that was formed to provide a venue for the smaller independent practices to work together with the ultimate goal of improving quality of care for their patients. RIPCPC's PCPs care for over 340,000 patients throughout the state. Both groups bring experience with working with hospitals on new payment models.</p>
<p>Providers (other): CareLink</p>	<p>CareLink is a nonprofit management service organization that provides key strategic business activities to its members who serve older adults and adults with disabilities, and consultation services to other health care providers. CareLink brings their experience with long-term care service models.</p>
<p>Community Entities: RI Health Center Association RI Medical Society RI Council of Community Mental Health Organizations RI Kids Count YMCA of Greater Providence Rhode Island Foundation RI Business Group on Health</p>	<p>Each community entity represents their members in sharing the impact of a transformed health care system; how the change will improve population health and patient care, and reduce the cost of health care. They will assist with evaluating the risks and benefits of change and the identification of barriers, drivers, and priorities to consider in developing the Population Health Plan with a focus on behavioral health transformation.</p>
<p>EOHHS</p>	<p>EOHHS is responsible for coordinating the organization, finance, and delivery of services and supports provided through DCYF, HEALTH, DHS, and BHDDH. It is administering the SIM grant for the State and it is also the single state Medicaid agency. EOHHS has the legal authority to amend Medicaid related statutes/regulations related to payment reform and service delivery.</p>



<p>HEALTH</p>	<p>DOH is the state agency specifically responsible for preventing disease and protecting and promoting the health and safety of the people of Rhode Island. DOH’s regulatory authority includes the ability to collect and track data for population health purposes, along with setting minimum standards of operations for 26 types of health care facilities, setting minimum qualifications and standards of care for 35 health-related professions, setting licensing fees for health professionals, and influencing prescribing behavior. Within this broad-based authority there are numerous opportunities to both develop and implement a population health plan as well as promulgate regulations in support of the Value-Based Care Paradigm.</p>
<p>BHDDH</p>	<p>BHDDH administers a comprehensive system of care for people with mental illness, physical illness, developmental disabilities, and substance use disorders and administers a coordinated system of mental health promotion and substance abuse prevention. BHDDH is the State Mental Health Authority, the State Substance Abuse Authority, the licensing body of Behavioral Healthcare Organizations, an administrator of funding, and has the authority to propose, review, and/or approve proposals, policies or plans involving insurance and managed care systems for mental health and substance abuse services. BHDDH will be critical to developing a Behavioral Health Transformation plan as part of the Population Health Plan.</p>
<p>DCYF</p>	<p>DCYF was not part of the original list of State government stakeholders but has been added since the implementation of the grant in recognition of the role the agency plays in the health and well-being of children and specifically in its role as the children’s behavioral health authority. DCYF works closely with other state agencies including BHDDH and HEALTH to focus on improvements in child behavioral health, ensuring strong coordination of care for children in foster care. DCYF works with Medicaid in particular around children’s health care needs as they transition out of state care. This work will inform the identification of barriers, drivers, and priorities to consider, as they relate to this population, in developing the Population Health Plan with a focus on behavioral health transformation.</p>
<p>DHS</p>	<p>DHS was not part of the original list of State government stakeholders but has been added since the implementation of the grant in recognition of the role the agency plays in the provision of services that are integral to health and well-being, including access to food, child care, and income assistance. DHS services benefit families, adults, children, elders, individuals with disabilities and veterans. They will assist with evaluating the risks and benefits of change and the identification of barriers, drivers, and priorities to</p>



	consider in developing the Population Health Plan with a focus on behavioral health transformation.
OHIC	OHIC has the only health insurance commissioner in the United States. It exercises prior approval rate and form review authority for individual, small group, and large group insurance markets. As of April 2014, these markets comprised 234,000 members (206,000 of whom were RI residents). OHIC revised its Affordability Standards in February 2015 to establish measurable standards for insurers to promote system-wide affordability of coverage and strategic investment in primary care infrastructure. These standards can be used to help further the principles of the Value-Based Care Paradigm.
DOA: a. State Employee Health Care b. HealthSource RI	DOA administers the State Employee Health Plan, covering over 50,000 Rhode Islanders between employees, dependents and retirees. DOA is currently exploring the development of an alternative health plan offering that includes a focus on health improvement through the use of value based networks and plan design. DOA also houses HealthSource RI, the state-based insurance market place that supports the Value-based Care Paradigm by working with health insurers to develop and promote health insurance plans focused on providing better care. Specifically, HealthSource RI has worked with health insurers on new plans with limited, integrated networks that incorporate an emphasis on patient-centered care and alternatives to traditional fee-for-service reimbursements.

Method of Stakeholder Engagement:

The Healthy Rhode Island Steering Committee held its first meeting on Tuesday March 10, 2015. As noted in our grant application, the Steering Committee will have decision making authority regarding how the SIM Grant funds are spent. This level of engagement from the private sector is not the traditional approach State government has taken in the past. These private sector organizations are not serving solely in an advisory capacity – they are, in true partnership with the State, determining how SIM grant funds will impact the overall health system of Rhode Island. The Steering Committee has also been fully integrated into the staff selection and RFP review processes.

Each organization on the Steering Committee is expected to participate for the full four-year grant period. The committee will meet monthly. All meetings are subject to the State’s statutory open meeting requirements. Steering Committee agendas, minutes, and supporting documents will be posted on the EOHHS website. The public are welcome and will be given an opportunity to provide comment at every meeting.



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Updated June 1, 2015

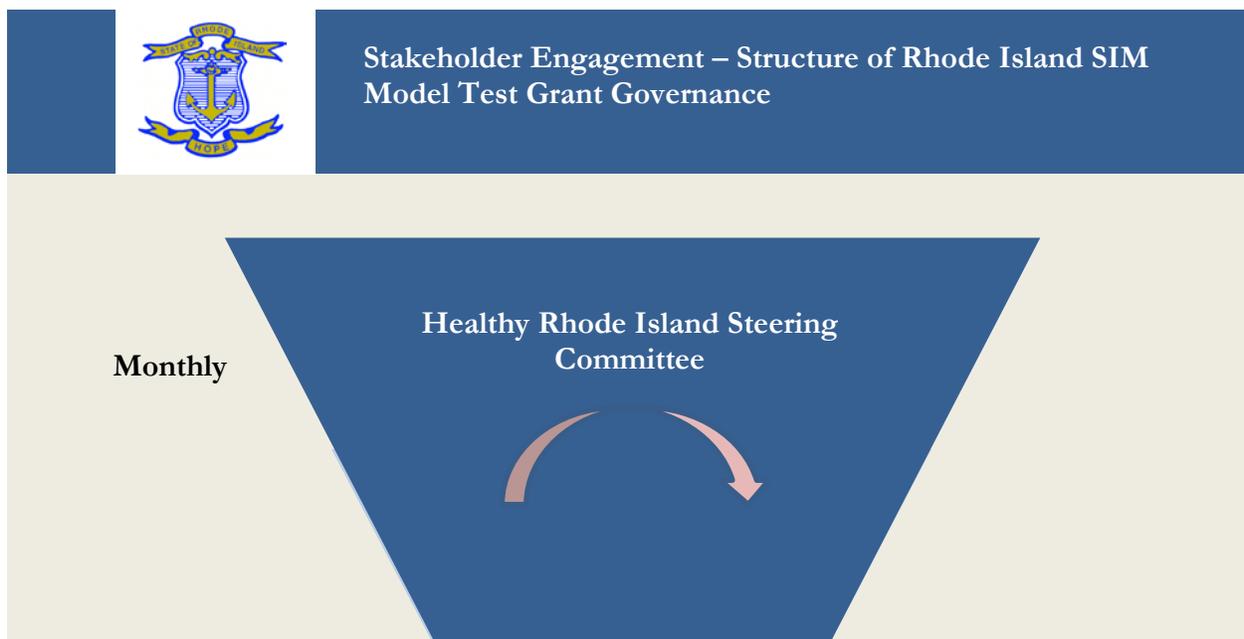
The dual role of the steering committee chair is an integral component of our method for stakeholder engagement. In addition to leading the Steering Committee, the Chairperson is an active participant of the SIM State Working Group. This dual role provides a direct communication link between the two groups and ensures stakeholder input into all grant activities. Louis Giancola, CEO of South County Hospital, stepped forward as Steering Committee Chairperson. To date, his input has been integral to developing a schedule of agenda items for the Steering Committee. Table 3 illustrates this flow of information.

The SIM Project Manager (hiring process underway) will work with partner agencies to lead and coordinate the accomplishment of grant deliverables. Key functions of this position related to stakeholder engagement include:

- Supporting and facilitating Steering Committee operations.
- Coordinating the development and preparation of all materials to support the deliberations of the Steering Committee.
- Presentation of subject matter information and data to Steering Committee.
- Convening and coordinate the work of the SIM Core Planning Team and the SIM State Working Group.
- Establishing and maintain relationships and workgroups as needed within partner state agencies and community stakeholders to successfully accomplish project objectives.

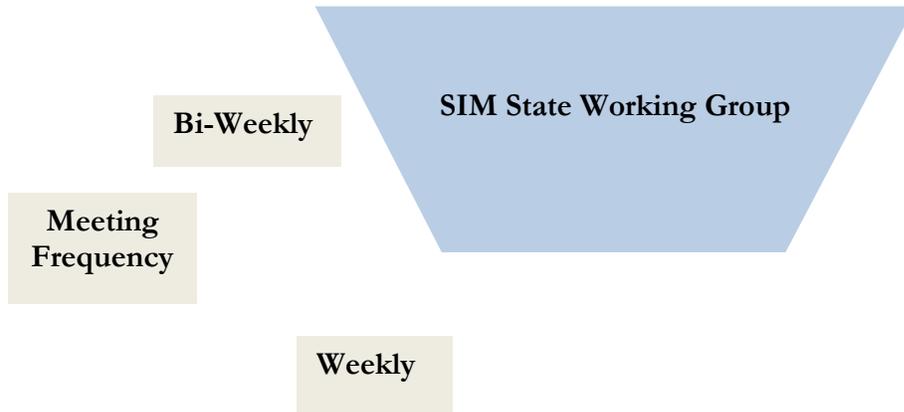
The Steering Committee Chairperson plays a dual role. In addition to leading the Steering Committee, the Chairperson is an active participant of the SIM State Working Group. This dual role provides a direct communication link between the two groups and ensures stakeholder input into all grant activities. Louis Giancola, CEO of South County Hospital, stepped forward as Steering Committee Chairperson. To date, his input has been integral to developing a schedule of agenda items for the Steering Committee. Table 3 illustrates this flow of information

Table 3: Stakeholder Engagement Blueprint – Structure of Rhode Island SIM Model Test Grant Governance





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In addition to the organizations serving on the Steering Committee (listed previously in Table 1), there are several critical partners and collaborating organizations that have been engaged in transformative work for many years. These include the Rhode Island Quality Institute (the State's Regional Health Information Organization), Healthcentric Advisors (the State's quality improvement organization), and the Care Transformation Collaborative of Rhode Island (a patient-centered medical home initiative), as well as other organizations. Due to their clear commitment, past, present, and future efforts to transform health care, they will be actively engaged in SIM implementation.

In addition to the community organizations participating on the Steering Committee, we recognize the need to engage with city and town governments, community action agencies, and other locally-invested groups. Much of the outreach at the community level will be conducted through the development and implementation of the Population Health Plan. The Population Health Plan will also have a specific focus on transforming the behavioral health system of care.

Under the direction of Governor Raimondo, the State has begun a re-design of the Medicaid Program¹. The Governor has appointed a diverse group of health care professionals, patient advocates, businesspeople and other policy leaders to address the structural challenges facing Rhode Island's Medicaid system. The recommendations and output of this effort will engage several community organizations and will greatly inform the activities of the SIM Grant.

We also recognize the importance of seeking input from advocacy groups and family members of the current health care system. We will engage with consumers in two major ways: through our public forums and through the specific initiatives we will implement through the grant. As already stated, all meetings of the Healthy RI Steering Committee will be public and will welcome public participation. In addition, the Reinventing Medicaid effort depends on a robust public outreach effort. Many of the organizations with whom we will be working have existing programs and processes to solicit and engage the public; we will be taking advantage of those avenues.

The initiatives in the grant also provide an opportunity to work with consumers. As an example, one of the health information technology projects we plan to pursue is the development of consumer engagement tools as part of our Health Information Exchange. We intend to use focus groups with consumer groups and relevant stakeholders to develop those tools. The development and implementation of our Population Health Plan will require intensive response and input from consumers. We will work with organizations to determine the best methods to engage the local community.

Timeframe of Stakeholder Engagement Activities:

¹ <http://reinventingmedicaid.ri.gov/>



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All stakeholders were actively engaged prior to grant award except DCYF, DHS and the Rhode Island Business Group on Health. These entities came on board after receipt of the grant. The first Healthy Rhode Island Steering Committee meeting post grant award was March 10, 2015. Table 4 below outlines the Steering Committee tasks by month.

Table 4: Tentative Schedule of Steering Committee Meetings and Activities March 2015 – March 2016

Month	Tasks
March 2015	<ul style="list-style-type: none"> ▪ Review overall approach of the grant. ▪ Review original and final funding requests. ▪ Discuss Healthy RI Steering Committee shared governance model including the need to develop a consensus budget. ▪ Review Open Meetings Act (RIGL 42-46) requirements.
April 2015	<ul style="list-style-type: none"> ▪ Initiate discussions and process to develop consensus on SIM-funded Initiatives and Budget. ▪ Identify SIM related activities that can be approved (consensus already exists and initiated).
May 2015	<ul style="list-style-type: none"> ▪ Update on Project Manager position and hiring process ▪ Develop consensus on SIM-funded Initiatives and Budget: Project Management, Population Health Plan development, Behavioral Health Transformation Plan, and State staffing.
June 2015	<ul style="list-style-type: none"> ▪ Develop consensus on SIM-funded Infrastructure Initiatives and Budget: Data and Analytics capacity, collection platforms, and evaluation (data systems modernization, analytic capacity building). ▪ Discuss and develop consensus on an approach to statewide quality measure harmonization. ▪ Updates on approved projects.
July 2015	<ul style="list-style-type: none"> ▪ Develop consensus on SIM-funded Initiatives and Budget: SIM-proposed HIT infrastructure for quality measurement and patient engagement initiatives. ▪ Updates on approved projects.
August 2015	No meeting.
September 2015	<ul style="list-style-type: none"> ▪ Introduce Project Management vendor. ▪ Discuss approach to the population health (including behavioral health component) planning process. ▪ Updates on approved projects.
October 2015	<ul style="list-style-type: none"> ▪ Initiate population health (including behavioral health component) and quality measure harmonization planning processes.
November 2015	<ul style="list-style-type: none"> ▪ Review and provide early feedback on development of the population health planning process to date. ▪ Updates on approved projects.



December 2015	<ul style="list-style-type: none"> ▪ Present Population Health Plan (with behavioral health component) for approval.
January 2016	<ul style="list-style-type: none"> ▪ Begin development of the operational plan including driver diagram development of grant metrics (for quarterly reporting to CMS) ▪ Preliminary discussion of “Transformation Network” investments based upon the results of the “gap analysis” completed as part of the population health planning process. ▪ Updates on approved projects.
February 2016	<ul style="list-style-type: none"> ▪ Present operational plan for feedback. ▪ Present set of harmonized quality measures for feedback
March 2016	<ul style="list-style-type: none"> ▪ Finalize operational plan for submission including Transformation network investments. ▪ Finalize set of harmonized quality measures. ▪ Updates on approved projects.

Stakeholder Roles/responsibilities:

Each stakeholder entity has identified an individual to provide guidance and subject matter expertise to the steering committee and who is responsible for attending all steering committee meetings. If unavailable for a meeting, a representative should attend in their absence. Each stakeholder may also be asked to participate in a subcommittee (to be established as required by the steering committee). Each stakeholder is also expected to facilitate the transformation of the health care system and the work of the steering committee as it relates to their organizations and the community at large. They are also expected to assure coordination between their organization and the steering committee.

Stakeholder Outputs/deliverables:

Though EOHHS is responsible for coordinating the organization, finance, and delivery of services and supports provided through state agencies, the steering committee will be the driving force behind grant activities including defining stakeholder outputs/deliverables. The first steering committee meeting took place on Tuesday March 10, 2015. The second meeting occurred on Thursday, April 9, 2015 at which the discussion of identification of outputs/deliverables by stakeholders and a corresponding timeline began. This information will also be included in the Operational plan.

Potential Risks:

It may be possible for State Government to work alone to transform our health care system by amending statutes and imposing new regulations on payers and providers. However, the participation of stakeholders in each category (government, community, payer, and provider) is ideal to ensure a seamless and coordinated transformation, ensures community consensus and achieves the desired effect of improving population health, patient care, and reduces the cost of health care. We are committed to working together with payers, providers, and community organizations to ensure optimal health care outcomes for all Rhode Islanders.



Community organizations bring a clear understanding of the risks and benefits, barriers and drivers, and overall impact of a transformed health care system on their constituents. Payers bring a wealth of information about the implications of a transformed payment system on the insurance market and the health care system. The participation of providers, both hospitals and physician groups, is needed to share an assessment of the work they have already begun in developing alternative payment models.

Summary

Rhode Island has traditionally valued the inclusion of the public and private stakeholders in efforts to transform our health care system. The SIM Model Test proposal built on the intensive stakeholder engagement that was a hallmark of the SIM Model Design process. The Healthy Rhode Island Stakeholder Work Group consisted of nearly 150 stakeholders representing state government, payers, hospitals, physicians, long-term-care and behavioral health providers, community organizations, employers, the Narragansett Indian Tribe, and patient advocates.

Rhode Island's commitment to stakeholder engagement was a key ingredient to the development of the State Health Innovation Plan. The goals and objectives of the Healthy Rhode Island effort will only be attained through a similarly robust, inclusive process. Rhode Island will rely on its experience in facilitating meaningful stakeholder engagement and an expansive and representative group of participants to meet the challenge of health system transformation. Under the SIM Model Test, we will continue in that tradition and implement this grant in an open and transparent manner. We will pursue the implementation with active collaboration within State Government and in explicit partnership with external public and private sector entities.