



**Solicitation Information  
December 23, 2015**

**RFP# 7550152**

**TITLE: BHDDH Incident and Complaint Reporting System**

**Submission Deadline: January 25, 2016 at 10:00 AM (ET). (Eastern Time)**

Questions concerning this solicitation must be received by the Division of Purchases at [david.francis@purchasing.ri.gov](mailto:david.francis@purchasing.ri.gov) no later than **January 6, 2016 at 10:00 AM (ET)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

**SURETY REQUIRED: No**

**BOND REQUIRED: No**

**David J. Francis  
Interdepartmental Project Manager**

Applicants must register on-line at the State Purchasing Website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

**Note to Applicants:**

Offers received without the entire completed three-page RIVIP Generated Bidder Certification Form attached may result in disqualification.

**THIS PAGE IS NOT A BIDDER CERTIFICATION FORM**

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## **SECTION 1: INTRODUCTION**

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Department of Behavioral Healthcare, Developmental Disabilities and Hospitals (BHDDH), is soliciting proposals from qualified firms to provide a web-based Commercial-Off-The-Shelf (COTS) Incident and Complaint Reporting system in accordance with the terms of this Request for Proposals and the State's General Conditions of Purchase, which may be obtained at the Rhode Island Division of Purchases Home Page by Internet at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

The initial contract period will begin approximately March 1, 2016 for one year. Contracts may be renewed for up to four additional 12-month periods based on vendor performance and the availability of funds.

This is a Request for Proposals, not an Invitation for Bid. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to price; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this Request, other than to name those offerors who have submitted proposals.

### **INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS:**

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content shall be borne by the vendor. The State assumes no responsibility for these costs.
4. Proposals are considered to be irrevocable for a period of not less than 60 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
6. Proposals misdirected to other state locations, or which are otherwise not present in the Division at the time of opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division.
7. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all

aspects of the work. Joint venture and cooperative proposals will not be considered. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.

8. All proposals should include the vendor's FEIN or Social Security number as evidenced by a W9, downloadable from the Division's website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
9. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.
10. Vendors are advised that all materials submitted to the State for consideration in response to this RFP will be considered to be Public Records as defined in Title 38, Chapter 2 of the General Laws of Rhode Island, without exception, and will be released for inspection immediately upon request once an award has been made.
11. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
12. Equal Employment Opportunity (G.L. 1956 § 28-5.1-1, et seq.) – § 28-5.1-1 Declaration of policy – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies to all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation.
13. In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the successful vendor(s).
14. The vendor 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](http://www.mbe.ri.gov)
15. Under HIPAA, a "business associate" is a person or entity, other than a member of the workforce of a HIPAA covered entity, who performs functions or activities on behalf of, or provides certain services to, a HIPAA covered entity that involves access by the business associate to HIPAA protected health information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits HIPAA protected health information on behalf of another business associate. The HIPAA rules generally require that HIPAA covered entities and business associates enter into contracts with their business associates to ensure that the business associates will appropriately safeguard

HIPAA protected health information. Therefore, if a Contractor qualifies as a business associate, it will be required to sign a HIPAA business associate agreement

## **SECTION 2: BACKGROUND**

BHDDH will be replacing an existing web-based Incident and Complaint Reporting system that is used to collect, track and report on complaints and incidents regarding the following populations:

- (1) Individuals with Intellectual and Developmental Disabilities (I/DD)
- (2) Individuals between 18-59 years of age with Other Disabilities (OD)
- (3) Individuals with Behavioral Healthcare issues (BH)

The majority of incidents and complaints are reported by users located at community provider agencies. The incidents and complaints are reviewed and processed by BHDDH investigative staff. BHDDH has two investigative teams; the first team processes I/DD and OD incidents and complaints and the second team processes BH incidents and complaints.

## **SECTION 3: SCOPE OF WORK**

### **General Scope of Work**

BHDDH is seeking a Commercial-Off-The-Shelf (COTS) vendor to provide a web-based Incident and Complaint Reporting system. The vendor must configure/customize the system, host the system in a secure computer center, provide backup and disaster recovery services, provide user training and provide support for all users.

The system captures highly sensitive healthcare information that may involve abuse, neglect, mental health and substance abuse. The vendor must possess extensive prior experience in implementing secure COTS Incident and Complaint Reporting systems and specific experience in providing these types of systems to State or Federal Agencies that collect sensitive healthcare information covered under HIPAA regulations.

<b>3.1</b>	<b>General Requirements</b>
3.1.1	System must be remotely hosted and fully supported by the COTS vendor. BHDDH will only sign one contract with the primary vendor for all services including but not limited to licensing, customization, configuration, application upgrades, database upgrades, hosting, hot-spot hosting, communications, security, backup, recovery, training and support.
3.1.2	System must be hosted in a computer center that is located inside the Continental United States.

3.1.3	Vendor must provide a hot site, located inside the Continental United States, to provide hosting services to its users in the event its primary site or systems operating therein become non-operational for an extended length of time. The vendor must provide the location of the hot site, the distance from the primary site, periodic testing plan and the criteria for moving hosted services to the hot site.
3.1.4	The primary and hot site computer centers must be Tier 3 SAS 70 Type II and SSAE 16 compliant or SOC 2/SOC 3 compliant.
3.1.5	Vendor must be provide documentation that the servers and network that would host BHDDH data at the primary site and hot site are protected using industry best practices for anti-virus, malware detection, security patches, Operating System updates, Firewalls, VLAN segmentation, intrusion detection, etc.
3.1.6	Vendor must provide documentation of regular scheduled penetration testing of their computer centers and COTS application
3.1.7	All communications, including but not limited to, data, documents, alerts, messages, memos, email, usernames and passwords must be encrypted during all forms of transmission. Vendor must indicate if they are using AES-256 encryption during all forms of transmission.
3.1.8	All information, including but not limited to, data, documents, alerts, messages, memos, email, usernames and passwords must be encrypted while at rest in databases and while stored on disk and flash drives. Vendor must indicate the type of encryption utilized for all digital storage (including backup devices).
3.1.9	Vendor must provide system availability 24/7/365 days per year excluding predetermined maintenance windows and 99+% availability
3.1.10	System must be backed up at regular intervals and provide for full recovery without losing more than 4 hours' worth of data
3.1.11	Vendor must indicate the vendor, product and version of the database used within the COTS
3.1.12	Vendor must indicate if system is integrated with a Content Management System (CMS) or a Customer Relationship Management (CRM) System and identify the vendor, product and version
3.1.13	Vendor must indicate if the system is a component/module of a larger integrated case management system and identify the case management system and the components/modules.
3.1.14	System must be web-based and not require any software installation at the user sites (other than a security certificates and/or browser plug-ins/controls).
3.1.15	System must work seamlessly with current versions of the following browsers: Chrome, Internet Explorer, Firefox, Safari and Opera

3.1.16	Vendor must indicate which end-user operating systems are supported; ios, android, Windows, Unix, etc.
3.1.17	Vendor must indicate is the system can be accessed on portable devices such as phones/tablets and indicate if a Mobile App is utilized
3.1.18	Upon the termination of the agreement, the Vendor must agree to return all BHDDH and provider data, files and/or derivative data files to BHDDH within one week at no charge to BHDDH. BHDDH has the option to choose a SQL database format, a spreadsheet format or both formats. The vendor will provide a data dictionary that clearly describes the data elements within the chosen format(s). Upon receipt of this data, BHDDH shall certify that it has received all data and the vendor must provide certification that all BHDDH data has been destroyed.
3.1.19	Vendor must provide documentation of “Cyber Liability” insurance that will cover BHDDH in the case of an error, breach or any other event that causes harm to BHDDH, our community service providers or our customers. Vendor must provide specifics on the exact types of insurance (including liability limits) such as Errors and Omissions, Commercial, Professional, Media, Employers, Network Security and Privacy Liability.
3.1.20	BHDDH is a HIPAA Covered Entity. The system must be compliant with all HIPAA, HITECH, Omnibus requirements, and have controls that allow BHDDH to comply with the HIPAA “Need to Know” and “Minimum Necessary” standards.
3.1.21	Vendor must be willing to sign a BHDDH Business Associate Agreement (Attachment D) that certifies compliance with HIPAA Rules should the vendor be awarded this RFP

<b>3.2</b>	<b>Security and Auditing</b>
3.2.1	System must use role-based access controls with numerous security levels
3.2.2	System must use stored procedures to validate user input and examine all user input for SQL injections
3.2.3	Anti-caching techniques must be used when information is returned and credentials must be dropped from the browser after logout or browser exit.
3.2.4	User accounts must have the ability to be limited to one interactive user at a time, must use complex passwords, require a new unique password every 90 days, auto-disabled after 90 days of inactivity, auto-disabled after three unsuccessful login attempts, and session timeouts after 30 minutes of inactivity.

3.2.5	System must provide for advanced Username and Password recovery techniques that allow authorized users to recover/reset usernames and passwords without having to contact technical support staff.
3.2.6	System must contain auditing ability that records key information on each session and event (such as login, failed login, logout, password resets, records access, etc.). Audit logs should include but are not limited to User ID, Organization, Login Session ID, IP Address, Internet Service provider, Date/time of Event, Type of Event, Type of Access, Records accessed, etc.
3.2.7	System must contain the ability to allow BHDDH administrators to examine system activity through audit logs and reports. The system should also have the ability to send automated notices of suspicious activity.
3.2.8	System must contain the ability to generate user activity reports by organization to help organizations determine if selected user accounts need to be disabled.
3.2.9	System must not allow for permanent deleting of event data once it has been saved. User delete functions may only remove the records from view but not actually remove the data from the database once it has been saved.
3.2.10	System must be capable of displaying a notice similar to this: “Use of this BHDDH system constitutes your consent to security monitoring and testing. All activity, including viewing records, is logged and identified with your user ID.”

<b>3.3</b>	<b>Business Requirements</b>  Terms: “Event” is a term used to describe either an Incident or Complaint. “I/DD” means Individuals with Intellectual/Developmental Disability “OD” means Individuals with Other Disabilities “BH” means “Behavioral Healthcare” “Behavioral Healthcare” means Individuals with Mental Health issues and “Substance Use” Disorders
3.3.1	BHDDH’s existing system has approximately 250 total user accounts and 50 concurrent users. Of the 250 total user accounts, approximately 50 of them are BHDDH workforce members and 200 user accounts are for community service providers. The new system should be capable of accommodating up to 500 total users and up to 100 concurrent users.
3.3.2	BHDDH’s existing system records approximately 4,000 distinct events per year. Each event may include multiple attached supporting documents. The new system should be capable of recording up to 8,000 events per year and each event may include multiple attached supporting documents.

3.3.3	BHDDH may either choose to create all user accounts in-house (for BHDDH users and Provider users) or delegate the ability for providers to create user accounts only for their specific provider or their specific provider sites. Vendor must indicate if the system can support both the user account configurations.
3.3.4	System must allow for recording, tracking and reporting of two distinct types of events: (1) Incidents and (2) Complaints
3.3.5	System must support the recording, tracking and reporting of incident and complaints for three distinct populations:  (1) Individuals with Intellectual/Developmental Disabilities (I/DD) (2) Individuals between 18-59 years of age with disabilities other than I/DD (OD) (3) Individuals with Behavioral Healthcare issues (BH)
3.3.6	BHDDH has two investigative teams. The first team investigates both I/DD and OD incidents and complaints. The second team investigates only BH incidents and complaints. The System must have the ability to restrict access for BHDDH investigators based upon the population. For example, the system must be able to restrict I/DD and OD investigators so they cannot see BH incidents and complaints.
3.3.6	System must have the ability for BHDDH Administrators to implement data entry field edits (such as field must contain a valid date) and to require mandatory fields
3.3.7	Vendor must provide a listing of all user maintainable reference/lookup tables
3.3.8	Vendor must provide a listing of all non-user maintainable reference/lookup tables
3.3.9	Vendor must provide for the ability to assign ICD-10 diagnosis codes to events.
3.3.10	Vendor must not use Social Security Numbers as primary keys for linking related data
3.3.11	Vendors must provide for the ability to associate BHDDH I/DD Case Workers to events.
3.3.12	Attachment “B” System contains the primary data elements collected in BHDDH’s existing system. The vendor must complete and submit Attachment “B” to indicate if their system can provide can support the collection, tracking and reporting of these primary data elements or propose an alternative solution.
3.3.13	Attachment “C” contains Event Types that are found in the existing BHDDH Incident System. The vendor must complete and submit attachment “C” to indicate if their system can support the collection, tracking and reporting of these Event Types or propose an alternative solution.

3.3.14	System must provide the ability to store event related case notes that are identified on the screen with the creator and a timestamp. The case notes may not be altered or removed once they are saved.
3.3.15	System must have the ability to upload event related supporting documentation that is attached to a specific investigation. The documentation may be in various document and graphic formats including PDF, Doc, Docx, jpg, etc.
3.3.16	System must allow BHDDH Administrators and BHDDH Investigators to update event notes that cannot be viewed by any Provider Agency or Provider Agency Administrator accounts. Investigation notes must be identified on the screen with the creator and a timestamp and may not be altered or removed once they are saved.
3.3.17	System must have the ability for BHDDH Administrators and BHDDH Investigators to upload event related supporting documentation are attached to a specific investigation and cannot be viewed by any Provider Agency or Provider Agency Administrator accounts. The documentation may be in various document and graphic formats including PDF, Doc, Docx, jpg, etc.
3.3.18	At a minimum, the system must allow users to search by Event Number, Event Category, Event Type, Event Date, Event Status, Date Range, Consumer ID Number, SSN, First Name, Last Name, Investigator, Town, Provider Agency, Report Created Date, Last Updated Date, and Closed Date
3.3.19	System must have ability for a BHDDH I/DD and BH Administrators to assign events to BHDDH I/DD and BH Investigators
3.3.20	System must have the ability to automatically assign a priority to selected event types and have automated notifications sent to selected users based on the priority
3.3.21	System must have the ability to manually assign a priority to selected events and have automated notifications sent to selected users based on the priority
3.3.22	System must have the ability to allow for in-system secure communications between individual BHDDH and provider user accounts.

Vendor must indicate if the system can accommodate each of these roles and permissions.

3.4	Role	Permissions
3.4.1	BHDDH Super Administrators	<p>Create, Read, Update, Delete, Disable and Enable all user accounts</p> <p>Create, Read, Update and Delete records in system maintenance tables</p> <p>Create, Read, and Update all I/DD, OD, and BH incidents and complaints</p> <p>Assign user account access levels for BHDDH investigators by the three BHDDH consumer populations (I/DD, OD, BH).</p> <p>Assign user account access levels for Providers by Provider, Provider site or consumer.</p> <p>Assign “limited view” user account access levels for BHDDH Case Workers for only incidents and complaints where they are listed as the Case Worker.</p> <p>Assign cases to BHDDH BH or I/DD and OD Investigator accounts</p> <p>Assign Provider Administrator Accounts so providers may grant user account access to their staff **</p>
3.4.2	BHDDH I/DD and OD Administrator	<p>Read all I/DD and OD Incidents and Complaints</p> <p>Assign cases to BHDDH I/DD and OD investigators</p>
3.4.3	BHDDH I/DD and OD Investigators	<p>Create, Read, Update all I/DD and OD incident and complaints</p>
3.4.4	BHDDH I/DD and OD Case Workers	<p>View limited/summary incident and complaint information for consumers in their caseload.</p>
3.4.5	BHDDH BH Administrator	<p>Read all BH Incidents and Complaints</p> <p>Assign cases to BHDDH BH investigators</p>
3.4.6	BHDDH BH Investigators	<p>Create, Read, Update all BH incident and complaint caseloads</p>
3.4.7	Provider Agency	<p>Create, Read, Update all Incident and Complaints for a specific provider and/or specific provider sites</p>
3.4.8	Provider Agency Administrator**	<p>Used by Provider Agency to Create Provider Agency accounts for their specific provider or provider sites</p>

\*\* BHDDH may choose to create all user accounts in-house or delegate the ability for providers to create user accounts for their specific provider. Provider Agency Administrator role will be needed if BHDDH delegates user account management to the provider agency.

<b>3.5</b>	<b>Reports</b>
3.5.1	System must provide BHDDH Administrators with an extensive collection of canned management reports that allow the user to select various query and sorting criteria
3.5.2	System must provide the BHDDH Administrators with a dashboard view of summary event information
3.5.3	System must provide the ability for BHDDH Administrators and to export incident and complaint data into Excel or Comma Delimited files
3.5.4	System must provide BHDDH Administrators with a report that lists investigator caseloads. This report cannot be viewed by non-BHDDH Administrators
3.5.5	System must provide Provider Agencies with a collection of canned management reports that allow the user to select various query and sorting criteria and display only records associated with their specific Provider Agency

<b>3.6</b>	<b>Ticklers/Alerts/Reminders</b>
3.6.1	System must have ability to notify selected BHDDH Administrators when a new I/DD or OD incident or complaint is created
3.6.2	System must have ability to notify selected BHDDH Administrators when a new BH incident or complaint is created
3.6.3	System must have the ability to notify BHDDH investigators when a case has been assigned to them
3.6.4	System must have the ability to notify BHDDH Administrators based on the Priority of the incident or complaint
3.6.5	System must have the ability for all BHDDH Administrators and Investigators to initiate “reminders” that can automatically notify them to follow up with an incident or complaint. For example, an investigator may request a reminder to notify them in 20 days to follow up with a provider agency for required documentation.
3.6.6	System have the ability to must notify BHDDH Case Workers and send limited/summary incident and complaint information when new Incident or Complaints are created that involves someone in their caseload.

<b>3.7</b>	<b>User Support and Training</b>
3.7.1	Vendor must be available 7 days per week, 365 days per year to provide a minimum 4-hour response time for support incidents between 8am – 6pm EST. Support calls reported outside of these hours must be responded to within the first 4-hours of when the vendor service desk is available.
3.7.2	Vendor must provide user assistance through help features/functionality (such as chat, email, telephone support, and online features)
3.7.3	The vendor must make online training sessions and user guides available for all users.
3.7.4	The vendor must provide at least one live in-person training session, before the go live date, at a location in Rhode Island that is convenient to the majority of users. Vendor must provide costs for additional live in-person sessions if needed.

**SECTION 4: TECHNICAL PROPOSAL**

Narrative and format: The separate technical proposal should address specifically each of the required elements:

**4.1 System Requirements (35 Points)**

Provide a brief response to each of the requirements listed in Section 3 “Scope of Work” tables 3.1 through 3.7. Note: there are approximately 70 requirements in these tables and the vendor must also complete attachments “B” and “C”.

**4.2 Capability, Capacity, and Qualifications of the Offeror (20 Points).**

Provide the following:

A) Detailed description of vendor’s experience in successful implementations of remotely hosted, HIPAA Compliant, web-based Commercial-Off-The-Shelf (COTS) systems specific to Incident and Complaint Reporting Systems.

B) List the specific State and Federal Government Agency names that currently use the vendors HIPAA Compliant Incident and Complaint Reporting System.

For Example:

<b>State or Federal</b>	<b>Agency Name</b>
RI	Department of Behavioral Healthcare, Developmental Disabilities...
MA	Bureau of ...
CT	Department of...
Federal	Department of ...

C) Provide the total number of Service Providers that currently use the vendor’s HIPAA Compliant Incident and Complaint Reporting System and include the type of provider.

For example:

<b># of Providers</b>	<b>Type of Providers</b>
2000	Intellectual/Developmental Disability Provider Agencies
650	Mental Health Provider Agency
55	Hospitals
620	Substance Abuse Providers

D) Provide a list of three relevant client references (ideally State and Federal Agency references) that have implemented the vendors COTS Incident and Complaint Reporting System. Include the client names, addresses, contact person, job title, phone number and e-mail address and dates of service.

#### **4.3 Project Management Requirements (5 Points)**

- A) Vendor must assign an experienced Project Manager(s) who is responsible for configuration and implementation of the new incident and complaint reporting and tracking system. Please name the specific project manager(s) that would be assigned and list their experience.
- B) Vendor must provide a proposed project plan that lists all tasks, milestones and duration. Assume the project kickoff will be January 2016.

#### **4.4 Vendor Product Demonstration (10 Points)**

Vendors will be contacted by the RI Division of Purchases in order to set up a vendor product demonstration. The Vendor will provide a demonstration of their HIPAA Compliant, web-based COTS Incident and Complaint System.

The demonstration must provide an overview of the COTS system including but not limited to account administration, roles, security and auditing, data entry screens, queries and reports, alerts and secure communications within the COTS and workflow processes

### **SECTION 5: COST PROPOSAL (30 Points)**

**Vendor must complete Attachment A – Cost Response Table and provide a budget narrative.**

Provide a cost proposal for a 5 year agreement for the Event Reporting and Tracking System by completing the Cost Response Table using **Attachment A: Cost Response Table**. Provide all costs according to the categories of items and services listed in the table. Please carefully follow the key and instructions at the top of the table. List any additional items or services not itemized in each category under “other charges.” Also, provide a budget narrative that describes the basis and rationale for the cost proposal.

Pricing must include but is not limited to all software, licensing, communications, customization, transactions, consultation, contractors, warranty, services, support, travel, taxes and miscellaneous expenses. No additional costs other than what is specified by the vendor in the RFP response will be paid.

**SECTION 6: EVALUATION AND SELECTION**

To advance to the Cost Evaluation phase, the Technical Proposal must receive a minimum of 60 (85.7%) out of a maximum of 70 technical points. Any technical proposals scoring less than 60 points will not have the cost component opened and evaluated. The proposal will be dropped from further consideration.

Proposals scoring 60 technical points or higher will be evaluated for cost and assigned up to a maximum of 30 points in cost category, bringing the potential maximum score to 100 points.

The Department of Behavioral Health, Developmental Disabilities, and Hospitals reserves the exclusive right to select the individual(s) or firm (vendor) that it deems to be in its best interest to accomplish the project as specified herein; and conversely, reserves the right not to fund any proposal(s).

Proposals will be reviewed and scored based upon the following criteria:

<b>Criteria</b>	<b>Possible Points</b>
4.1) System Requirements	35 Points
4.2) Capability, Capacity, and Qualifications of the Offeror	20 Points
4.3) Project Manager Requirements	5 Points
4.2) Vendor Product Demonstration	10 Points
<b>Total Possible Technical Points</b>	<b>70 Points</b>
Cost calculated as lowest responsive cost proposal divided by (this cost proposal) times 30 points *	30 Points
<b>Total Possible Points</b>	<b>100 Points</b>

\*The Low bidder will receive one hundred percent (100%) of the available points for cost. All other bidders will be awarded cost points based upon the following formula:

$$(\text{low bid} / \text{vendors bid}) * \text{available points}$$

For example: If the low bidder (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly cost and service fee and the total points available are Thirty (30), vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 * 30 = 19.5$$

Points will be assigned based on the offeror's level of qualifications and experience, in addition to demonstrating that all of the specified technical requirements can and will be provided.

Applicants may be required to submit additional written information or be asked to make an oral presentation before the technical review committee to clarify statements made in their proposal. Applicants may be required to submit additional written information or be asked to make an oral presentation before the Technical Review Committee to clarify statements made in their proposal.

## **SECTION 7: PROPOSAL SUBMISSION**

Questions concerning this solicitation may be e-mailed to the Division of Purchases at [david.francis@purchasing.ri.gov](mailto:david.francis@purchasing.ri.gov) no later than the date and time indicated on page one of this solicitation. Please reference **RFP #** on all correspondence. Questions should be submitted in a Microsoft Word attachment. Answers to questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information. If technical assistance is required to download, call the Help Desk at (401) 574-9709.

Offerors are encouraged to submit written questions to the Division of Purchases. **No other contact with State parties will be permitted.** Interested offerors may submit proposals to provide the services covered by this Request on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases will not be considered.

Responses (**an original plus four (4) copies**) should be mailed or hand-delivered in a sealed envelope marked "**RFP# 7550152 BHDDH Incident and Complaint Reporting System**" to:

RI Dept. of Administration  
Division of Purchases, 2nd floor  
One Capitol Hill  
Providence, RI 02908-5855

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed, or emailed, to the Division of Purchases will not be considered. The official time clock is in the reception area of the Division of Purchases.

## **RESPONSE CONTENTS**

Responses shall include the following:

1. One completed and signed three-page R.I.V.I.P generated bidder certification cover sheet (included with the original proposal only) downloaded from the RI Division of Purchases Internet home page at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
2. One completed and signed W-9 (included with the original proposal only) downloaded from the RI Division of Purchases Internet home page at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

3. **A separate Technical Proposal** that addresses the offeror's qualifications and all of the technical requirements specified in Sections 3 and 4 of this solicitation.
4. **A separate, signed and sealed Cost Proposal that reflects pricing for the 5 year agreement using Attachment A: Cost Response Table.**
5. In addition to the multiple hard copies of proposals required, Respondents are requested to provide their proposal in **electronic format (CD-Rom, disc, or flash drive)**. Microsoft Word / Excel OR PDF format is preferable. Only 1 electronic copy is requested and it should be placed in the proposal marked "original".

### **CONCLUDING STATEMENTS**

Notwithstanding the above, the State reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any or all proposals, and to award in its best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

The State may, at its sole option, elect to require presentation(s) by offerors clearly in consideration for award.

The State's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded to the RFP. The State's General Conditions of Purchases/General Terms and Conditions can be found at the following URL: <https://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf>

**BHDDH Incident and Complaint Reporting System  
Attachment A  
Cost Response Table**

5 year agreement to provide a web-based Incident and Complaint Reporting system for BHDDH

**Key:** Type **“Included”**: if cost of an item or service listed below is included or built in

Type **“N/A”**: if an item or service listed below is not available from your company

\*\* List additional items/services that are not itemized in each category below under **“Other charges”**

<b>Incident and Complaint Reporting System Cost Table</b>			
Item/Service	One-Time Charge	Annual Charge	Total 5-Year Charge
All section 3 “Scope of Work” requirements including any configuration and customization			
All Set up and/or installation Services			
All Licensing Services			
All Hosting Services			
All Support Services			
All on-site Training Services			
All online Training Services			
All Travel and Food expenses			
All backup and Disaster Recovery Services			
All Project Management and Implementation Services			
Any Additional Items/Services (vendor must list separately)			
<b>Total Charges for the Incident and Complaint Reporting system</b>			

**Attachment B**  
**BHDDH Incident and Complaint Reporting System**  
**Primary Data Elements**

<b>Consumer Information</b>	<b>Can system collect and report on these data element? If “Alternate Solution”, vendor must describe solution.</b>		
Population: (a) I/DD, (b) OD, (c) BH (see section 3.3.5 for descriptions)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Consumer First Name (text)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Consumer Last Name (text)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Gender (lookup table)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Consumer ID (text)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
SSN (number)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
DOB (date)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
BHDDH Social Case Worker (lookup table only if Population is = “I/DD”)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
<b>Reporting Agency Information</b>			
Reporting Provider Agency (lookup table)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Reporting Person First Name (text)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Reporting Person Last Name (text)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Telephone (number)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Street Address 1 (text)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Street Address 2 (text)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
City (text or lookup table)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
State (lookup table)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Zip Code (number)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
<b>Event Information</b>			
Event Category (Complaint or Incident)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Event Date (date)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Event Time (time)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution

Program Type (lookup table of BHDDH Programs)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Perpetrator Relationship to Individual (lookup table)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Perpetrator Name (text)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Diagnosis (lookup table)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Location of Incident (lookup table)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Street Address 1 (text)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Street Address 2 (text)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
City (text of lookup table)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
State (lookup table)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Zip Code (number)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Media Attention (Yes/No/Unclear)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Nature of Event/Event Type (lookup table)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Notified (lookup table)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Follow up Needed? (Yes/No)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
If Yes, Investigation Underway? (Yes/No)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
If Yes, Completion Date (date)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Brief Description of Event (memo)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Detailed Description of Event (memo)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Results of Review (memo)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Action Taken to Resolve Incident (memo)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Long Range System Change (memo)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Follow-Up Notes (memo)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Outcome Notes (memo)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Event Supporting Documents			
File Description (Text)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
File/Upload (multi-format documents)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution

<b>Investigator Information</b>			
Investigator First Name (text)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Investigator Last Name (text)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Assigned Date (date)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Phone (text)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Title (text)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Investigation Date (date)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Provider Agency Investigator First Name (text)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Provider Agency Investigator Last Name (text)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Assigned To (lookup table)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Investigation Status (Active/Closed)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Date Closed (date)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
<b>BHDDH Only Information (no provider agency access)</b>			
Investigator Case Notes (text)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
Investigation Supporting Documents			
File Description (text)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
File/Upload (multi-format documents)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution

**Attachment C**  
**BHDDH Incident and Complaint Reporting System**  
**Incident and Complaint Types**

<b>Nature of Event/Event Type Reference/Lookup Table</b>	<b>Can vendor system collect and report on this data element? If “Alternate Solution”, vendor must provide written description of solution.</b>		
ADMISSION ISSUES	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
ASSAULT TO OTHERS: CONSUMER TO CONSUMER	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
ASSAULT TO OTHERS: CONSUMER TO STAFF	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
ASSAULT TO OTHERS: STAFF TO CONSUMER	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
AT RISK BEHAVIORS	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
AVERSIVE PROCEDURES	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
BREACH OF CONFIDENTIALITY	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
CASE MANAGEMENT ISSUES	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
CRISIS BEHAVIORAL EVENT	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
CIVIL/HUMAN RIGHTS VIOLATION	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
COMMUNICABLE DISEASE	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
CORPORAL PUNISHMENT	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
DEATH: ACCIDENT	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
DEATH: ACCIDENTAL OVERDOSE	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
DEATH: CHOKING	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
DEATH: CORONARY DISEASE	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
DEATH: HOMICIDE	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
DEATH: ILLNESS, AGE, MEDICAL REASON	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
DEATH: INFORMATION IS PENDING/INSUFFICIENT INFORMATION	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
DEATH: MEDICAL ERROR	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
DEATH: MISTREATMENT	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
DEATH: NEGLECT	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
DEATH: OTHER	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
DEATH: PNEUMONIA	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
DEATH: SEIZURE	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
DEATH: SEPSIS	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
DEATH: SUICIDE	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
DEATH: TERMINAL ILLNESS	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution

DEATH: UNEXPECTED	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
DEATH: UNKNOWN	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
DISCHARGE/REFERRAL ISSUES	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
DOSING/MEDICATION ERROR	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
DRUG/ALCOHOL INTOXICATION	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
DRUG OVERDOSE	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
DUE PROCESS ISSUES	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
ELOPMENT	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
EMERGENCY ROOM VISIT: ACCIDENTIAL	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
EMERGENCY ROOM VISIT: ACCIDENTIAL OVERDOSE (NOT RESULTING IN DEATH)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
EMERGENCY ROOM VISIT: MEDICAL OTHER	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
EMERGENCY ROOM VISIT: PSYCHIATRIC	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
EMERGENCY ROOM VISIT: SERIOUS INJURY	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
EMERGENCY ROOM VISIT: SERIOUS MEDICATION ERROR/REACTION	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
ENVIORNMENTAL EMERGENCY: BOMB	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
ENVIORNMENTAL EMERGENCY: FIRE	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
ENVIORNMENTAL EMERGENCY: FLOODS	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
ENVIORNMENTAL EMERGENCY: SERIOUS EQUIPMENT FAILURE	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
ENVIORNMENTAL EMERGENCY: OTHER	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
EXPLOITATION: MISUSE OF PROPERTY/MONIES	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
EXPLOITATION: FINANCIAL	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
EXPLOITATION: SITUATIONS OF DEGRADATION/HUMILIATION/MENTAL ANGUISH	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
EXPLOITATION: USE OF SERVICE WITH JUST COMPENSATION	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
FAMILY CONCERNS	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
FINANCIAL ISSUES	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
FIRE (ALLEGED) (NON LAW ENFORCEMENT)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
HOSPITAL ADMISSION: ACCIDENTIAL	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
HOSPITAL ADMISSION: ACCIDENTIAL OVERDOSE (NOT RESULTING IN DEATH)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
HOSPITAL ADMISSION: MEDICAL	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
HOSPITAL ADMISSION: PSYCHIATRIC	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution

HOSPITAL ADMISSION: SERIOUS INJURY	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
HOSPITAL ADMISSION: SERIOUS MEDICATION ERROR/REACTION	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
HOSPITALIZATION: OTHER	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
HOUSING ISSUES	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
INCARCERATION	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
LAW ENFORCEMENT: DRUG SALE/DISTRUBTUION/POSSESSION (ALLEGED)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
LAW ENFORCEMENT: HOMICIDE/MANSLAUGHTER (ALLEGED)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
LAW ENFORCEMENT: FIRE (ALLEGED)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
LAW ENFORCEMENT: FIREARMS (ALLEGED)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
LAW ENFORCEMENT: MAJOR THEFT/VANDALISM (ALLEGED)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
LAW ENFORCEMENT: OTHER	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
LAW ENFORCEMENT: PHYSICAL ASSAULT (ALLEGED)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
LAW ENFORCEMENT: SEXUAL CONTACT INVOLVING A MINOR, CONSENSUAL OR OTHERWISE (ALLEGED)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
LEAVING A 24 HR FACILITY: AGAINST MEDICAL ADVICE	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
LEAVING A 24 HR FACILITY: AGAINST MEDICAL ADVICE WHILE UNDER COURT ORDER	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
LEAVING A 24 HR FACILITY: OTHER	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
MEDICAL CLINIC: ACCIDENTIAL	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
MEDICAL CLINIC: ACCIDENTIAL OVERDOSE (NOT RESULTING IN DEATH)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
MEDICAL CLINIC: MEDICAL OTHER	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
MEDICAL CLINIC: SERIOUS INJURY	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
MEDICAL CLINIC: SERIOUS MEDICATION ERROR/REACTION	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
MEDICATION DISCREPANCIES: DIVERTED/MISSING MEDICATIONS	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
MEDICATION DISCREPANCIES: OMITTED DOES	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
MEDICATION DISCREPANCIES: REFUSAL RESULTING IN FURTHER ACTION	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
MEDICATION DISCREPANCIES: WRONG MEDICATION	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
MEDICATION DISCREPANCIES: WRONG DOSE	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
MISSING: INPATIENT CONSIDERED DANGEROUS TO SELF/OTHERS	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
MISSING: OUTPATIENT CONSIDERED DANGEROUS TO SELF/OTHERS	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution

MISSING: (IN/OUT PATIENT) NOT DANGEROUS; REPORTED TO POLICE	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
MISTREATMENT	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
MISUSE OF CHEMICAL RESTRAINTS	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
NEGLECT: MEDICAL	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
NEGLECT: SAFETY	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
PHYSICAL ABUSE/ASSAULT (ALLEGED) (W/O LAW ENFORCEMENT)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
PROPERTY DAMAGE: DAMAGE THAT COMPRISES SAFETY	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
PROPERTY DAMAGE: SIGNIFICANT LOSS/DAMAGE/THEFT OF PROPERTY	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
PSYCHIATRIC HOSPITALIZATION	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
PSYCHOLOGICAL/VERBAL ABUSE (ALLEGED)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
RESIDENTIAL SERVICES: ABUSE OF OTC OR TOXIC SUBSTANCES (GLUE/INHALANTS, ETC)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
RESIDENTIAL SERVICES: USE OF ILLICIT DRUGS/ALCOHOL	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
RESTRAINTS: BLOCKING PADS	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
RESTRAINTS: CHEMICAL	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
RESTRAINTS: CORNER RESTRAINTS	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
RESTRAINTS: MECHANICAL RESTRAINT	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
RESTRAINTS: ONE/TWO PERSON ESCORT	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
RESTRAINTS: PRONE RESULTING	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
RESTRAINTS: SEATED/STANDING WRAP	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
RESTRAINTS: SUPINE	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
SERIOUS INJURY	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
SERIOUS SELF-HARM	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
SERIOUS EVENT: OTHER REPORTABLE TO THE MEDIA	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
SEXUAL ABUSE/ ASSAULT (ALLEGED)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
SEXUALLY TRANSMITTED DISEASE	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
STAFF MISCONDUCT	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
SUICIDE ATTEMPT	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
SUICIDE ATTEMPT/THREAT: WHILE ACTIVE IN PROGRAM	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
SUICIDE ATTEMPT/THREAT: WITHIN 30 DAYS OF DISCHARGE	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
SUSPENDED PRIVILEGES ISSUES	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution

THREAT: AGAINST AGENCY/PROGRAM (SERIOUS RISK)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
THREAT: AGAINST A PERSON BY A CLIENT	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
TOX SCREEN ISSUES	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
UNAPPROVED BEHAVIOR INTERVENTION	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
UNAUTHORIZED EXCESSIVE FORCE	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
UNEXPLAINED INJURY	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution
VEHICLE ACCIDENT	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Alternative Solution

**State of Rhode Island, Department of Behavioral Healthcare, Developmental Disabilities & Hospitals**

**BUSINESS ASSOCIATE AGREEMENT ADDENDUM**

Except as otherwise provided in this Business Associate Agreement Addendum, – **INSERT BUSINESS ASSOCIATE 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, Department of Behavioral Healthcare, Developmental Disabilities and Hospitals** (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, Department of Behavioral Healthcare, Developmental Disabilities and Hospitals 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 BUSINESS ASSOCIATE NAME**].

- 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 the State of Rhode Island, Department of Behavioral Healthcare, Developmental Disabilities and Hospitals
- 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 HIPAA 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 HIPAA 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 party 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:

State of Rhode Island, Department of Behavioral  
Healthcare, Developmental Disabilities & Hospitals

\_\_\_\_\_  
Name of Covered Entity

\_\_\_\_\_  
Title of Authorized Agent

\_\_\_\_\_  
Printed Name of Authorized Agent

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Business Associate

\_\_\_\_\_  
Title of Authorized Agent

\_\_\_\_\_  
Printed Name of Authorized Agent

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date