



**Solicitation Information
February 1, 2016**

RFP# 7550232

TITLE: Hospital Physician/APRN Recruitment Contractor

Submission Deadline: March 3, 2016 at 10:00 am (Eastern Time)

**PRE-BID/ PROPOSAL CONFERENCE: No
MANDATORY:**

If YES, any Vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory Pre-Bid/ Proposal Conference. The representative must register at the Pre-Bid/ Proposal Conference and disclose the identity of the vendor whom he/she represents. A vendor's failure to attend and register at the mandatory Pre-Bid/ Proposal Conference shall result in disqualification of the vendor's bid proposals as non-responsive to the solicitation.

DATE:

LOCATION:

Questions concerning this solicitation must be received by the Division of Purchases at david.francis@purchasing.ri.gov no later than **February 10, 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

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 I. INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Department of Behavioral Healthcare, Developmental Disabilities and Hospitals (Department), is soliciting proposals to procure the assistance of **one or more** qualified hospital personnel recruiting firm(s), in accordance with the terms of this request and in accordance with the Request of 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.

The initial contract period will begin approximately April 2016 for one year. Contracts may be renewed for two (2) 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.
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.

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.

16. In order to perform the contemplated services related to the Rhode Island Health Benefits Exchange (HealthSourceRI) , the vendor hereby certifies that it is an "eligible entity," as defined by 45 C.F.R. § 155.110, in order to carry out one or more of the responsibilities of a health insurance exchange. The vendor agrees to indemnify and hold the State of Rhode Island harmless for all expenses that are deemed to be unallowable by the Federal government because it is determined that the vendor is not an "eligible entity," as defined by 45 C.F.R. § 155.110.

SECTION II. BACKGROUND

Pursuant to Rhode Island General Laws, Title 40.1 Chapters 1 & 3, the Department of Behavioral Healthcare, Developmental Disabilities and Hospitals is duly authorized and charged with the powers and duties required for the operation of the State hospital System and all units of the Eleanor Slater Hospital. The Eleanor Slater Hospital is a Long Term Acute Care Hospital serving patients with a population mix of approximately fifty percent psychiatric needs patients and fifty percent medical needs patients.

The Department of Behavioral Healthcare, Developmental Disabilities and Hospitals (BHDDH) has undertaken a strategic approach to transform the state hospital system.

The Department's strategic approach to transform the state hospital system includes the use of outside recruitment contractor(s) for the recruitment of physicians and advanced practice nurses, with a particular need for those physicians and advanced practice nurses specializing in the discipline of psychiatry.

The Contractor would assist the Department with the search and recruitment process for the following positions at the hospital on an as needed basis, specifically:

- Physicians licensed and/or eligible for immediate licensure in this jurisdiction in the field of Psychiatry.
- Advanced Practice Registered Nurses/Clinical Nurse Specialists in Psychiatry licensed and/or eligible for immediate licensure in this jurisdiction.
- Physicians of varied disciplines licensed and/or eligible for immediate licensure in this jurisdiction.
- Advanced Practice Registered Nurses/Clinical Nurse Specialists of varied disciplines licensed and/or eligible for immediate licensure in this jurisdiction.

SECTION III. SCOPE OF WORK

PROCUREMENT OBJECTIVE

The State seeks to procure hospital recruitment services for the positions identified herein throughout the entire State hospital system.

The objective of this Request for Proposal (RFP) is to competitively procure the services of one or more qualified hospital recruitment firm(s) that have the knowledge, expertise, experience and insight into the regional market for procuring the health care service professionals identified herein as candidates for possible employment in the State hospital system.

The Contractor will assist the Director of BHDDH by providing a full range of professional recruiting services with the objective of filling open positions as expediently as possible and with the emphasis on filling those positions identified with a specialty in the field of psychiatry. The Contractor will directly manage the entire search process, including:

Organizing the search process

Reviewing job descriptions and job postings as necessary

Extensive out-sourcing of available job opportunities to attract high level regional candidates.

Screening and vetting of candidates to identify a strong pool of candidates for available positions.

Coordination of the interview process for each position.

Assistance with hiring of selected candidates.

Decisions regarding the selection of position finalists and the designation of the new hires, to include all decisions and determinations as to employment terms and compensation of individual candidates by the State will rest solely with the State.

TASK - RECRUITMENT

The Contractor would assist the Department with the search and recruitment process for the following positions at the hospital on an as needed basis:

- Physicians licensed and/or eligible for immediate licensure in this jurisdiction in the field of Psychiatry.
- Advanced Practice Registered Nurses/Clinical Nurse Specialists in Psychiatry licensed and/or eligible for immediate licensure in this jurisdiction.
- Physicians of varied disciplines licensed and/or eligible for immediate licensure in this jurisdiction.
- Advanced Practice Registered Nurses/Clinical Nurse Specialists of varied disciplines licensed and/or eligible for immediate licensure in this jurisdiction.

TASK	DELIVERABLE
Meet with hospital management to identify specific personnel needs, time frames, search objectives and candidate characteristics	Meetings held
Identify time frames and provide feedback to ESH as to best practices and expectations for hospital recruitment on an annualized basis to assist the hospital with forecasting lead times for vacancies	Meetings held
Advertise and solicit for professionals as needed in accordance with industry best practice and standards	Activity Detailed
Conduct detailed reference checks, licensure checks, professional discipline checks and background verification for candidates	Checks and verification completed
Assist the Department with information as to market-based compensation studies for the relevant positions being filled to assist the Department with maintaining an ability to remain competitive for necessary professionals.	Information supplied
Facilitate meetings and engage in active and ongoing interaction throughout all stages of the recruitment and selection process with members of the ESH management.	Communicate/ meetings as needed
Provide the Department with necessary information to make a decision relative to candidate to include completed background checks, curriculum vitae, and other related information	Candidate Package Submission
Assist with initial screening of candidates based on criteria established in job descriptions.	Confirmed by submission of candidate
Manage candidate communications, schedule interviews and handle all logistics for interviews (including preparing questions and protocols for the interviews) for finalists.	Interview arranged
Assist in finalizing the terms and conditions of employment and transition plans for the successful candidate if requested to do so.	Interviews scheduled and held

SECTION IV. TECHNICAL PROPOSAL

The Technical Proposal must contain the following sections:

Executive Summary

The Executive Summary is intended to highlight and provide the State evaluators with a broad understanding of the vendor's technical approach and abilities. The executive summary should include the following:

- A clear and concise summary of the vendor's understanding of the project and the State's needs.
- A clear and concise summary of the proposed approach and staffing structure vendor will employ to fulfil the obligations of the contract.
- A summary of the vendors experience and ability to perform this contract.
- Identification of and a general description of the capabilities and role of any subcontractors, if applicable.

Corporate Experience and Resources

This section shall include the following information:

- A brief description of vendor's financial position and solvency.
- An organizational chart identifying all staffing and sub-Contractors for this proposal that shows reporting relationships.
- The Contractor must have at least 5 years of experience in hospital recruitment.
- The Contractor selected as a result of this RFP will be required to provide a sufficient number of staff with appropriate expertise and credentials to carry out all tasks.
- The selected Contractor will have sufficient corporate experience and corporate resources necessary to successfully complete the task.
- The vendor shall provide at least five (5) references for projects that are of comparable size and complexity. For each reference the vendor should include the following information:
 - Name of the organization
 - Relevance to this proposal
 - Brief summary of project
 - Timeframe for the project
 - Original contract amount

Technical Approach

Understanding of Work/ Work-plan /Proposed Approach

This section shall describe the vendor's understanding of the State's requirements, including the result(s) intended and desired the approach and/or methodology to be employed, and a work-plan for accomplishing the Task and the results proposed. The work-plan description shall include the task, activities, and/or milestones that will be employed to successfully administer the project.

The State will evaluate the bidder's written proposal describing how it intends to organize and accomplish the task and activities in the Scope of Work.

The State will score bidders based on contractor's demonstration of a clear, complete understanding of each task and activity and contractor's presentation of an effective organization and work plan for accomplishing the project.

Resource Allocation Plan

This section shall address and should include:

- **Staff and Consultant Qualifications**

This section shall include a description of all positions to be used for the Task. This section should include a description of each position, including minimum experience and qualifications.

In an attachment to the technical proposal, please include qualifications/resumes of key staff and/or positions proposed and timeframes for commitment of personnel to this project.

- **Level of Effort**

This section will indicate the number and types of all positions and list any Subcontractors being offered to perform the Task indicating level of effort as well as duties and responsibilities in relation to the scope of work. (Attachment A should be completed in support of this section).

- **Organization**

This section should include a description of how the Contractor staff will be organized and supervised. Please include an organizational chart.

The State will score highly, bidders who present a staffing plan which in the State's best judgment will accomplish each task effectively and efficiently.

Level of expertise, experience and qualifications of proposed positions, proposed key staff, and proposed subcontractors will be considered significantly. Proposed staff organization and supervision will also be considered.

SECTION V. COST PROPOSAL

Detailed Budget and Budget Narrative

The vendor must prepare a separate, signed and sealed Cost Proposal using Attachments B and C for fees charged in this proposal for a 12-month term. When formulating the cost proposal, vendors should please explain the basis and rationale of your fee structure.

The applicant must submit a budget and budget narrative for the 12-month period. Submitted budget and supporting documentation must appropriately reflect the agency's financial capacity to implement the project in a timely manner. Clearly identify a cost-effective budget. Line items are to be accurate and consistent with objectives and program activities.

In the Budget Narrative, please detail need for proposed expenses for Year 1. The budget narrative must be descriptive and complete.

Vendor cost proposals based on a flat fee per placement candidate or contingency fee based on placement candidate's salary that shall become due and payable upon the successful placement of a candidate with minimal upfront costs are preferred and will be weighted with a preference.

Vendors must identify what if any guarantee and/or costs there will be in the event a candidate accepts a position with the department and departs from employment (for any reason including but not limited to a voluntary quit or involuntary termination) in a period less than 18 months from a start date. To the extent there would be costs associated with a new candidate search in this event vendors should identify the associated costs and/or schedule of costs which may vary depending on length of time the new hire remained in the position (ie. 9 months or less, 9-12 months, 12-18 months).

Allowable Expenses

Applicants are advised that BHDDH is not responsible for any expenses incurred by the Applicant prior to the issuance of a resulting contract award and Purchase Order.

Duplication of Services/Cost Avoidance

Applicants must be certain to assure BHDDH that the funds to be utilized associated with this scope of work are not duplicated in other areas of their agency. These funds are specific to the agreed upon scope of work via this contract and therefore should be utilized to meet the deliverables articulated in the RFP.

SECTION VI. EVALUATION AND SELECTION

Proposals will be reviewed by a Technical Review Committee comprised of staff from state agencies. 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 Healthcare, Developmental Disabilities and Hospitals reserves the exclusive right to select the individual(s) or firm(s) or vendor(s) 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:

Criteria	Possible Points
Corporate Experience and Resources	20 Points
Technical Approach and Understanding of Work	30 Points
Resource Allocation Plan	20 Points
Total Possible Technical Points	70 Points
Cost calculated as lowest responsive cost proposal divided by (this cost proposal) times 30 points *	30 Points
Total Possible Points	100 Points

*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:

$$(\text{low bid} / \text{vendors bid} \times \text{available points} = \text{points awarded})$$

ie: If the low bidder (Vendor A) bids \$20,000 and Vendor B bids \$30,000 for annual cost and service fees and the total points available are Thirty (30), vendor B's cost points are calculated as follows: $(\$20,000 / \$30,000 * 30 \text{ possible points} = 20 \text{ cost points earned})$

For purposes of cost comparison between all vendors only, and not to be assumed in any way to establish a guarantee for compensation under any subsequent contract, proposals submitted by a vendor based on percentage of salary of the candidate placed will be based on an assumed salary of \$150,000.00 for physicians and \$100,000.00 for Advanced Nurse Practitioners.

Points will be assigned based on the offeror's clear demonstration of his/her abilities to complete the work, apply appropriate methods to complete the work, create innovative solutions and quality of past performance in similar projects.

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 VII. PROPOSAL SUBMISSION

This Request for Proposals is being issued by the Rhode Island Department of Administration (DOA) on behalf of the Department of Behavioral Healthcare, Developmental Disabilities and Hospitals. **The Office of Purchases within the Department of Administration shall be the primary point of contact for all bidders from the date of release of the RFP until the contract is fully executed and signed.** Any attempt by a bidder to contact any State employees regarding this procurement, other than those named above, may cause rejection of a bid submitted by that party.

Questions concerning this solicitation may be e-mailed to the Division of Purchases at david.francis@purchasing.ri.gov no later than the date and time indicated on page one of this solicitation. Please reference **RFP # 7550232** 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) 462-4357

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 7550232 Hospital Physician/APRN Recruitment Contractor**" 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 in the original copy only) downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov .
2. One completed and signed W-9 (included in the original copy only) downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov .
3. **A separate Technical Proposal** describing the qualification and background of the applicant and experience with and for similar projects, and all information described earlier in the solicitation, including the submission of Attachment A.

4. **A separate, signed and sealed Cost Proposal** reflecting the fully loaded hourly rate structure, proposed to complete all of the requirements of this project using the **Attachments B and C Cost Proposal forms**.
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>

SECTION VIII. MINIMUM CONTRACT REQUIREMENTS

Single Award - One contract will be awarded for the work.

Conditions Governing Subcontracting - If the Contractor intends to use any subcontractors, the Contractor must clearly identify the subcontractor in the response to the RFP. The Contractor retains responsibility for the completion and quality of any work assigned to subcontractors. The Contractor is expected to supervise the activities of subcontractors and employees in order to ensure quality.

Compliance with Statutory, Regulatory and Other Standards - The Contractor must comply with all applicable State and Federal regulations and statutes.

Confidentiality and Protection of Public Health Information and Related Data - The Contractor shall be required to execute a Business Associate Agreement Data Use Agreement, and any like agreement, that may be necessary from time to time, and when appropriate. The Business Associate Agreement, among other requirements,

shall require the successful bidder to comply with 45 C.F.R 164.502(e), 164.504(e), 164.410, governing Protected Health Information (“PHI”) and Business Associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated thereunder, and as amended from time to time, the Health Information Technology for Economic and Clinical Health Act (HITECH) and its implementing regulations, and regulations promulgated thereunder, and as amended from time to time, the Rhode Island Confidentiality of Health Care Information Act, R.I. General Laws, Section 5-37.3 et seq. The successful Bidder shall be required to ensure, in writing, that any agent, including a subcontractor, to whom it provides Protected Health

Information received from or created or received by and/or through this contract, agrees to the same restrictions and conditions that apply through the above-described Agreements with respect to such information. Any information provided by the Department to the Contractor for the completion of the project may not be sold, given or otherwise shared with outside parties.

Computers - The State shall supply the Contractor with an initial supply of computers, printers and Microsoft Office software for the on-site staff.

Data and Reports - Data, information, and reports collected or prepared by the Contractor as well as equipment purchased by the Contractor in the course of performing its duties and obligations and paid by the State under this contract shall be deemed to be owned by the State of Rhode Island. This provision is made in consideration of the Contractor’s use of public funds in collecting and preparing such data, information, and reports, and in purchasing equipment.

Office Space and Equipment - The State shall supply Contractor with office space and equipment such as desks, file cabinets and phones.

Administrative Support - Contractor will supply administrative support sufficient to carry out the tasks within the contract.

Travel - All travel costs for Contractor staff, including in-state and out of state travel necessary to carry out the tasks within the contract, shall be included in the cost proposal.

Insurance –Errors and Omissions Coverage: Contractor shall obtain, at Contractor’s expense, and keep in effect during the term of this Contract errors and omissions Insurance covering any damages caused by an error, omission or any negligent acts of contractor, its subcontractors, agents, officers or employees under this Contract. Combined single limit per claim shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$1,000,000. If the insurance is obtained on a “claims made basis” then such coverage shall be subject to a minimum extended reporting period of three years

Attachment A – Resource Allocation Plan

Include with the Technical Proposal

Vendor Name:

Authorized Agent Signature:

List of Proposed Staff and Subcontractors (Expand rows to list staffing as needed)

% FTE Staffing Proposed for Task

Please define # of hours for 1 Full-time Equivalent (FTE)

FTE= _____

Task	1
Staff position titles (and names if applicable)	
Example Only John Doe, Data Analyst	20%
Total FTEs proposed	

Subcontractors for Task, if any

Estimated Level of Effort by
Subcontractors - Number of
Hours by Task Annually

Task	1
Subcontractors (Type of business or name of business)	
Example Only Jane Doe, Policy Specialist	100 hours

Total Subcontractor level of effort proposed (hours)	

Attachment B: Cost Proposal

Include in the separately sealed cost proposal

Vendor Name:

Authorized Agent Signature:

Labor Costs for Task 1

Staff Fully Loaded Rates Year 1

Position Title	Hourly Rate	Annual Rate
	\$	\$
Subcontractors		
	\$	\$

Attachment C: Cost Proposal Summary

Include in the separately sealed cost proposal

Vendor Name:

Authorized Agent Signature:

Base Awards				
	Contract Year 1			Total Contract
	Total Costs	Total Costs	Total Costs	Total Costs
Labor	\$	\$	\$	\$
ODCs	\$	\$	\$	\$
Subcontractors	\$	\$	\$	\$
Other	\$	\$	\$	\$
Total	\$	\$	\$	\$

**Cost Proposal
Summary for
Task**

**ATTACHMENT D:
BUSINESS ASSOCIATE AGREEMENT**

Except as otherwise provided in this Business Associate Agreement (hereinafter referred to as the “BAA”), (INSERT VENDOR 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/DOC/DOA/CCRI/RIC/URI/RIDE/DEM (PICK AS APPROPRIATE)) (hereinafter referred to as the “Covered Entity”), as specified herein and the attached Contract between the Business Associate and the Covered Entity (hereinafter referred to as the “Contract”), which this BAA supplements and is made part of, provided such use, access, or disclosure does not violate the Health Insurance Portability and Accountability Act of 1996 (hereinafter referred to as “HIPAA”), Public Law 104-191, and 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 (hereinafter referred to as “HITECH”), and any regulations promulgated pursuant to HIPAA and HITECH, including, but not limited to, 45 C.F.R., Parts 160 and 164 (hereinafter referred to as the “Omnibus Rule”), the Rhode Island Mental Health Law, R.I. Gen. Laws § 40.1-5, and the Rhode Island Confidentiality of Health Care Communications and Information Act, R.I. Gen. Laws § 5-37.3 Business Associate recognizes and agrees it is obligated by law to meet the applicable privacy, security and confidentiality provisions of the aforementioned laws and regulations.

1. Definitions.

A. Generally:

- (1) Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in 45 C.F.R. §§ 160.103, 164.103, 164.304, 164.402, and 164.501.
- (2) The following terms used in this BAA shall have the same meaning as those terms in HIPAA, HITECH, and the Omnibus Rule: 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) "BAA" means this Business Associate Agreement.
- (2) "Contract" means the contractual arrangement by and between the State of Rhode Island, (EOHHS/BHDDH/DHS/DOH/DCYF/DEA/DVA/DOC/DOA/CCRI/RIC/URI/RIDE/DEM (PICK AS APPROPRIATE)) and Business Associate, awarded pursuant to the State of Rhode Island’s Purchasing Law (R.I. Gen. Laws § 37-2) and the Rhode Island Department of Administration Division of Purchases Procurement Regulations and General Conditions of Purchase.

- (3) "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 BAA, shall mean [Insert Name of Business Associate].
- (4) "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 BAA, shall mean [Insert Name of Covered Entity].
- (5) "Electronic Protected Health Information" or "Electronic PHI" or "e-PHI" means PHI that is transmitted by or maintained in electronic media as defined in the Omnibus Rule.
- (6) "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended from time to time.
- (7) "Omnibus Rule" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the privacy and security of Protected Health Information and Electronic Protected Health Information including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.
- (8) "HITECH" means 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, as amended from time to time.
- (9) "Privacy Rule" means the standards for the privacy and confidentiality of Protected Health Information ("PHI") found at 45 C.F.R. Part 160, and Subparts A and E of 45 C.F.R. Part 164.
- (10) "Secured PHI" means PHI that was rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technologies or methodologies specified under HITECH § 13402 (h)(2).
- (11) "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.
- (12) "Security Rule" means the standards for the security of Electronic Protected Health Information found at 45 C.F.R. Part 160, and Subparts A and C of 45 C.F.R. Part 164. The provisions of 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314 and 164.316 shall apply to Business Associate of Covered Entity in the same manner that such sections apply to the Covered Entity.
- (13) "Suspected breach" is a suspected acquisition, access, use or disclosure of PHI in violation of the HIPAA Omnibus Rule that compromises the security or privacy of PHI.
- (14) "Unsecured PHI" means PHI that is not Secured PHI, as defined above, 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 BAA or as Required by Law, provided such use or disclosure would also be permissible by law if done by Covered Entity.
- B. Business Associate agrees to use appropriate safeguards (including encryption as specified in the Security Rule) and destruction, to prevent use or disclosure of PHI other than as provided for by this BAA.
- C. As required by the Security Rule, Business Associate agrees to conduct a risk assessment and implement Administrative Safeguards, Physical Safeguards and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- D. Business Associate agrees to use reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purposes of the use, disclosure, or request.
- E. 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 BAA.
- F. Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this BAA, 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's occurrence or Business Associate's discovery thereof.
- G. 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 BAA to Business Associate with respect to such information through a contractual arrangement that complies with 45 C.F.R. § 164.314.
- H. 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.
- I. 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 promptly notify Covered Entity upon receipt of such request.

- J. Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or 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 Omnibus Rule.
- K. 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.
- L. 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 BAA, to permit 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.
- M. If Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured PHI (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 PHI 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, and the steps taken by Business Associate to mitigate harm to the affected Individuals and protect 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 Business Associate's investigation of the Breach.
- N. 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.
- O. 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.
- P. 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)(i)(A)-(B).
- Q. 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.

- R. Business Associate hereby agrees to comply with state laws and rules and regulations applicable to PHI and Individuals' personal information it receives from Covered Entity during the term of the Contract.
- 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 in this BAA, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, 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, or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person/entity to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person/entity, and that the person/entity will notify 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 relating to the Health Care Operations of the 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 Covered Entity's Notice of Privacy Practices, 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 on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by 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.
- D. Covered Entity shall provide written authorization to Business Associate prior to requesting that Business Associate disclose, transfer, or provide PHI to a third party.

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 Contract, Business Associate may use or disclose PHI for Business Associate's Data Aggregation activities, for the Business Associate's management and administrative activities, or to carry out the legal responsibilities of the Business Associate.

6. Term and Termination.

- A. The term of this Agreement shall begin as of the effective date of the Contract 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 BAA and the Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.

- ii. Immediately terminate this BAA and the Contract if Business Associate has breached a material term of this BAA and cure is not possible.

- C. Except as provided in paragraph (d) of this Section, upon any termination or expiration of this BAA, Business Associate shall return to Covered Entity, or destroy, all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form. 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.

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 BAA 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.

- D. The respective rights and obligations of Business Associate under this Section shall survive the termination of this BAA.

7. Miscellaneous.

- A. Any costs associated with Breach notifications, including mitigation costs, shall be the responsibility of Business Associate.
- B. If a term in the Contract conflicts or is otherwise inconsistent with a term in this BAA, the provisions of this BAA will prevail with respect to the subject matter hereof. This BAA and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the Omnibus Rule and HITECH.
- C. A reference in this BAA to a section in the Omnibus Rule, Privacy Rule or Security Rule means the section as in effect or as amended.
- D. The parties to this BAA agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the Omnibus Rule and HITECH. If Covered Entity and Business Associate have nevertheless not amended this BAA to address a law or final regulation that becomes effective after the effective date of the Contract and that is applicable to this BAA, then upon the effective date of such law or regulation (or any portion thereof), this BAA shall be amended automatically and deemed to incorporate such new or revised provisions as are necessary for this BAA to be consistent with such law or regulation and for Covered Entity and Business Associate to be and remain in compliance with all applicable laws and regulations.
- E. Any ambiguity in this BAA shall be resolved to permit Covered Entity to comply with HIPAA and HITECH.

- F. Business Associate confirms that it is an independent contractor and is not acting as an agent of Covered Entity. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and its obligations under this BAA.
- G. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer upon any person/entity other than Covered Entity, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.
- H. Modification of the terms of this BAA shall not be effective or binding upon the parties unless and until such modification is committed to writing and executed by the parties hereto.
- I. This BAA shall be binding upon the parties hereto, and their respective subsidiaries, legal representatives, trustees, receivers, successors and permitted assigns; provided, however, that Business Associate may not assign its rights or delegate its responsibilities under this BAA.
- J. Should any provision of this BAA be found unenforceable, it shall be deemed severable and the balance of the BAA shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.
- K. This BAA 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.
- L. All notices and communications required or permitted to be given hereunder shall be sent by certified or regular mail, addressed to the other party at 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.
- M. This BAA, including such portions as are incorporated by reference herein, constitutes the entire agreement by, between and among the parties as required by 45 C.F.R. § 164.504(e), 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, and that this BAA supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter hereof.
- N. 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 BAA and such insurance coverage shall apply to all services provided by Business Associate or its agents or subcontractors pursuant to this BAA. 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 BAA, including, but not limited to, negligent or intentional acts or omissions. This provision shall survive termination of this BAA.

- O. This BAA may be executed in two or more counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument.
- P. From time to time after the effective date of the Contract, and without any consideration, Covered Entity and Business Associate will execute and deliver, or arrange for execution and delivery of, such other documents and take such other action or arrange for such other actions as may reasonably be requested to more fully effectuate the intent of this BAA.

8. Acknowledgment.

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

Acknowledged and agreed to by:

DIRECTOR
(EOHHS/BHDDH/DHS/DOH/
DCYF/DEA/DVA/DOC/DOA/
CCRI/RIC/URI/RIDE/DEM
(PICKAS APPROPRIATE))

AUTHORIZED AGENT

TITLE

Printed Name

Printed Name

Date

Date