



**Solicitation Information
October 4, 2016**

RFP# 7551018

TITLE: BHDDH Division of Developmental Disabilities Case Management System

Submission Deadline: November 29, 2016 at 10:00 AM (Eastern Time)

Questions concerning this solicitation must be received by the Division of Purchases at david.francis@purchasing.ri.gov no later than **October 26, 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 1: INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Department of Behavioral Healthcare, Developmental Disabilities and Hospitals (BHDDH), Division of Developmental Disabilities (DDD) is soliciting proposals from qualified firms to provide a remotely-hosted web-based Commercial-Off-The-Shelf (COTS) or Software-as-a-Service (SaaS) Case Management 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.

The initial contract period will be approximately March 1, 2017 for three years. Contracts may be renewed for up to two additional 12-month periods based on vendor performance and 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 120 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 2: BACKGROUND

The Rhode Island Department of Behavioral Healthcare, Developmental Disabilities and Hospitals (BHDDH), Division of Developmental Disabilities (DDD) will be replacing our legacy case management, tracking, and financial information systems with a modern case management system.

DDD is responsible for funding and oversight of services for adults with Intellectual/Developmental Disabilities (I/DD) throughout the State of Rhode Island. There are approximately 4,000 people in the State who are actively funded to receive I/DD services. Most services are delivered through a network of 35 private community I/DD providers. DDD also operates a State run I/DD provider agency called Rhode Island Community Living and Supports (RICLAS). RICLAS provides direct residential and community-based services to approximately 150 people. RICLAS should be an integrated part of the overall DDD Case Management System. The consumer information must be shared among DDD and RICLAS and not duplicated in two separate systems. The State of Rhode Island does not operate any State institutions for persons with I/DD.

The new case management system must provide functionality to both DDD as the State funding and oversight agency and RICLAS as the public provider of services. The system must also include a Provider Portal where the State and both public and private Providers can view, update, and share information, including but not limited to, referrals, demographics, eligibility, assessments, service plans, authorizations, purchase orders, program attendance, incidents, and various uploaded documents. It is also desired to have private providers have access to the same service delivery management features that RICLAS requires.

The system must also have a Consumer Portal, where individuals, families, and guardians can view and submit information.

We are specifically targeting an existing Commercial-Off-The-Shelf (COTS) or Software-as-a-Service (SaaS) system so the upfront costs are minimal and for faster implementation times. DDD is seeking a product or service that has already been developed specifically for State Agencies that provide funding, oversight and support for individuals with I/DD.

SECTION 3: SCOPE OF WORK

General Scope of Work

BHDDH is seeking a Commercial-Off-The-Shelf (COTS) or Software-as-a-Service (SaaS) vendor to provide a remotely-hosted web-based case management system to the Division of Developmental Disabilities (DDD). The vendor must provide project management services throughout the implementation, configure/customize the system, host the system in a secure computer center, provide technical support, backup and disaster recovery services, provide user training, and provide support for all users.

The case management system must be fully integrated and include, but is not limited to, tracking of various populations/client groups, Admissions, Discharges, and Transfers (ADT), referrals, DDD eligibility, assessments, multiple types of individual service plans, case management, progress notes, behavior notes, supported employment, HIPAA processing, service authorizations, claims, consumer accounting, a provider portal, a consumer/family portal, outcomes, and financial requirements. The system must also provide workflow processing, alerts/tickers, document imaging, system interfaces, automated letter generation, and mobile device support. Ad hoc reporting that allows multiple levels of criteria and custom formatting is required. This system will be used by various business units, providers, and consumers, and must be HIPAA-compliant, so the vendor must detail that it has robust database security.

These services and pricing will also be available to other Rhode Island State agencies. State agencies may purchase from the Vendor the services on the same terms and maximum prices to which BHDDH would be subject under any resulting agreement and all such purchases: 1) Shall constitute contracts between the Vendor and that agency; 2) All ordering and billing shall be between the Vendor and that agency; and 3) Shall not be enforceable against BHDDH.

Customization

We realize that all the requirements listed below may not exist within an existing COTS or SaaS system. We expect there will be some requirements that may not be possible for the vendor to implement. Likewise, we expect there will be additional functionality within the system that has not been specified. We expect the vendor to already provide a very similar system to other State government agencies that provide funding, oversight, and services to individuals with I/DD. We expect the majority of the requirements to be available through system configuration and not custom development. We expect for the vendor to provide some custom development, especially to meet our very specific financial requirements.

In terms of costs, vendor will be expected to account for necessary customization of the proposed solution in order to fit Division business needs.

In terms of degree of customization of COTS or SaaS software to meet State needs, the State prefers that this not exceed 15%. There is no metric for this requirement; rather it represents the State's interest in cost containment by restricting the customization of a COTS or SaaS product. If proposing a COTS solution, please include an estimate of the percentage of customization generally necessary for this type of project. The State will waive ownership rights of customization features if they are made part of the standard product, which in fact is the State's preference.

The contractor is expected to employ a rapid application design methodology to speed customization/development. An iterative model of testing is required which will require early prototypes and subsequent

demonstrations of working modules to ensure that the product meets user specifications in terms of user interface and functionality. It will be the contractor’s responsibility to provide complete and accurate documentation for all entities in the system. The contractor is expected to release prototypes/drafts of project deliverables and components for early state consideration and comment in order to expedite the final review process.

3.1	Technical Requirements
3.1.1	The vendor must indicate if their system could be used by the State of Rhode Island as an expandable platform that will support case management functions for multiple populations of people. The vendor must indicate if their system is currently used by any State or Federal agencies to support case management functions for multiple populations of people.
3.1.2	Hosting and Contracting – System must be remotely hosted and fully supported by the COTS or SaaS 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.
3.1.3	Computer Center Location – System must be hosted in a computer center that is located inside the Continental United States.
3.1.4	Hot Site – Vendor must provide at least one 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(s), the distance from the primary site, periodic testing plan and the criteria for moving hosted services to the hot site. Any potential impact on availability of the system must be described.
3.1.5	Computer Center Certification – The primary and hot site computer centers must be Tier 3 SAS 70 Type II and/or SSAE 16 compliant or SOC 2/SOC 3 compliant. The Vendor must identify their auditing vendor/consultant.
3.1.6	Security Standards – Vendor must provide documentation that the servers and network that would host BHDDH data at the primary site and hot site(s) are protected using industry best practices for anti-virus, malware detection, security patches, Operating System updates, Firewalls, VLAN segmentation, intrusion detection, etc. Vendor must identify the security standards and audits which they are in compliance with.
3.1.7	Penetration Testing – Vendor must provide documentation of scheduled penetration testing (minimal annual testing) of their computer centers and COTS or SaaS application.
3.1.8	Encrypted Communications – 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.

3.1.9	Encrypted Data at Rest – 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).
3.1.10	System Availability – Vendor must provide system availability 24/7/365 days per year excluding predetermined maintenance windows and 99+% availability.
3.1.11	Service Level Agreement (SLA) – Vendor must indicate the compensation or service credit provided should the system be unavailable for various time intervals. The SLA terms, including guaranteed uptime, response to technical and user support issues, and other terms should be provided.
3.1.12	System Replication and Backup – The entire system should be replicated at a remote location for backup and recovery purposes. At a minimum, the system must be backed up at regular intervals and provide for full recovery without losing more than 4 hours’ worth of data.
3.1.13	Database and Version – Vendor must indicate the vendor, product and version of the database used within the COTS or SaaS.
3.1.14	CMS and/or CRM – 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.
3.1.15	Single-Tenant vs Multi-Tenant – Vendor must indicate if the system is a single-tenant or multi-tenant solution and indicate if BHDDH/DDD data will be stored within the same database instance and utilize the same servers as the vendor’s other customers.
3.1.16	Other System Components – Vendor must indicate if the system is a component/module of a larger system and identify the system and the components/modules.
3.1.17	Open Architecture – System must provide an open architecture for API and/or web services development to allow integration of other data gathering systems.
3.1.18	Web-Based – 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).
3.1.19	Email Integration – Vendor must indicate if the system offers functionality through having linkages with the State cloud-based Outlook email (Office 365).
3.1.20	Browser Compatibility – System must work seamlessly with current versions of the following browsers: Chrome, Internet Explorer, Firefox, and Safari.
3.1.21	Supported End-User Operating Systems – Vendor must indicate which end-user operating systems are supported; iOS, android, Windows, Unix, etc.
3.1.22	Mobile Devices – Vendor must indicate if the system can be accessed on portable devices such as phones/tablets and indicate if a Mobile App is utilized. Describe additional security provided for mobile apps.

3.1.23	Role-Based Security – System must use role-based access controls with numerous security levels.
3.1.24	Stored Procedures – System must use stored procedures to validate user input and examine all user input for SQL injections. If the system does not use a typical SQL database, vendor must identify method to control SQL injections.
3.1.25	Active Directory Integration – Vendor must indicate if the system is capable of integrating with the State’s Active Directory. Vendor must indicate if the State’s Active Directory can be integrated for internal users (inside the State Firewall) and for external users (outside the State firewall).
3.1.26	Other Authentication Types – vendor must indicate if the system can utilize other forms of authorization including biometrics and swipe cards.
3.1.27	Anti-Caching – Anti-caching techniques must be used when information is returned and credentials must be dropped from the browser after logout or browser exit. Auto-complete field must not be enabled in the user login password field.
3.1.28	User Account Controls – 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 have session timeouts after 30 minutes of inactivity.
3.1.29	Username and Password Recovery – 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.
3.1.30	Auditing Data Collection – 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.
3.1.31	Auditing Reporting – 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.
3.1.32	User Activity Reports – System must contain the ability to generate user activity reports by organization to help organizations determine if selected user accounts need to be disabled.
3.1.33	Data Record Retention – 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.
3.1.34	All Data Retention – all consumer data must be stored for a minimum of 10 years after date of discharge or death. Data may only be deleted after explicit approval in writing from authorized BHDDH parties.

3.1.35	Electronic Signatures – System should have the ability to collect electronic signatures and provide audit trails.
3.1.36	BHDDH User Notice – 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.”
3.1.37	Workflow Tools – System must allow administrators to design and create workflow processes that simplify complex data entry tasks.
3.1.38	Form/Screen Generation Tools – System must allow administrators to generate and modify screens/forms for data collection and reporting. Administrators should be able to create new fields, modify field properties, perform data entry validation, and configure conditional logic.
3.1.39	FTP Files – System must send and receive data via a State secure server FTP to and from the State MMIS. Authorization ADDs, UPDATEs, and CANCELs are sent to the State MMIS. The DD Fiscal Authorization State MMIS Transfer Record Layouts are in attachment B-3. Results of these transactions (accepted or rejected) are retrieved from the State MMIS.
3.1.40	Interfaces/Data Exchange/Web Services – The Vendor must provide interfaces or data exchanges with the following:
3.1.40.1	Home and Community Based Waiver – the system must support tracking the HCBW status dates including completed, submitted and approval status. The system will take an eligibility feed from the Human Service Data Warehouse.
3.1.40.2	Integration with Outlook Calendars – It is desired to have the SIS appointments automatically sent to the SIS workers MS- Outlook calendars.
3.1.40.3	WebService for Sending Demographics – The system must have a Webservice that connects to AAIDD/SISOnline and uploads the demographic information for upcoming SIS assessments. The Webservice will also include the interviewer name and assessment date.
3.1.40.4	WebService for Receiving SIS PDF - The system must include a Webservice that allows users to click on a link to view the completed SIS in a PDF form. The SIS PDF must also be available to Providers via the portal.
3.1.40.5	WebService for Receiving SIS scores – The system must have the ability to download (via Webservice or FTP) selected SIS assessment data elements.
3.1.40.6	Links to Incidents – The system must have the ability to take a feed from the DDD Quality Improvement/Incident Reporting system, link the feed to individuals in DDD referral or eligibility status and display key fields, including but not limited to, reported incidents involving each individual, involved individuals and agencies, steps taken, legal involvement, and resolution.
3.1.40.7	Data Sources – System must accept quarterly batch feeds from the following data sources: (1) RI Office of Rehabilitative Services (ORS), (2) RI Sherlock Center Advocacy Center, and the (3) RI Department of Education (RIDE).

	<i>Other Data Transfers:</i>
3.1.40.8	To State Medicaid Management Information System for claim submission from RICLAS
3.1.40.9	To State Human Service Data Warehouse for program data submission from DDD
3.1.40.10	From State Data Warehouse and/or MMIS for State and Federal Eligibility data to DDD
3.1.40.11	From State Data Warehouse for claim data (3 years refreshed every two weeks) to DDD
3.1.40.12	To AAIDD / Supports Intensity Scale (SIS) for demographic data (Web Service) from DDD
3.1.40.13	From AAIDD / Supports Intensity Scale (SIS) for assessment data for (Web Service) to DDD
3.1.40.14	From BHDDH Licensing Database for community residence and facility data to DDD
3.1.40.15	To State Office of Accounts and Control Financial System for vendor payment data from DDD
3.1.40.16	From the DDD Incident Reporting System for notification of serious incidents to DDD
3.1.40.17	From State Department of Human Services for Healthcare Plan Enrollment data to DDD
3.1.40.18	From RI Office of Rehabilitative Services (ORS) for Consent Decree tracking data to DDD
3.1.40.19	From RI Department of Education (RIDE) for Consent Decree tracking data to DDD
3.1.40.20	From Sherlock Center for Consent Decree tracking data to DDD

3.2	General Requirements
3.2.1	<i>Client Tracking</i> – System must support ongoing tracking and reporting of individuals with I/DD throughout the state, even if they are not actively receiving services from DDD.
3.2.2	<i>Unique ID</i> – BHDDH currently has unique identifiers. If they cannot be used as the primary identifier in the new system, they should be captured for reference purposes.
3.2.3	<i>SSN Use</i> – Vendor must not use Social Security Numbers as primary keys for linking related data. The system should provide the capability to mask the SSN for select user groups.
3.2.4	<i>System Capacity</i> – System should provide support for the following individuals, providers, and user accounts: Up to 5,500 individuals who are actively receiving services or inactive but open. Up to 3,000 individuals who previously received services (closed cases). Up to 500 internal Division user accounts. Some of these will require browser-based access. Up to 100 private community-based Providers with up to 1500 external user accounts who will require browser-based access. Up to 1500 total concurrent user accounts. Access must also be provided to family/guardians of individuals through a consumer portal.

3.2.5	Roles – The system must support multilevel access privilege in the creation of BHDDH-specific roles, including external providers and individuals/families, and support security structures that enable statewide program management. Vendor must indicate if BHDDH/DDD has the option to create all user accounts in-house or to delegate the ability for Providers to create their own user accounts for their specific provider. Any limitations on the creation of roles must be detailed in the proposal.
3.2.6	User Account Creation – 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 provider sites. Vendor must indicate if the system can support both of the user account configurations, and describe any limitations in this area.
3.2.7	User Maintainable Reference Tables – Vendor must provide a listing of all user maintainable reference/lookup tables. The data dictionary is a required deliverable.
3.2.8	Non-User Maintainable Reference Tables – Vendor must provide a listing of all non-user maintainable reference/lookup tables.
3.2.9	Online Forms – System must have the ability to add fillable, trackable, and reportable plans, certification, survey, and compliance processes through workflow and forms that can be used on tablets and laptops in the field during onsite reviews.
3.2.10	Document Imaging and Storage – System must support document imaging, uploading, and attachment of documents including but not limited to legal guardian court documents, birth certificates, social security cards, records received from applicants as part of the eligibility process, application for services information, functional information form, and HIPAA Notice of Privacy Practices (NPP) signature page. These images can come from a variety of sources and the source of the images shall be retained. The documentation may be in various document and graphic formats including PDF, Doc, Docx, jpg, etc. The system must support highlighting and bookmarking of documents. The vendor must indicate if the system utilizes a third party document imaging system for document storage. The system should allow for role-defined access to documents based on type of document. The vendor must also indicate that various documents can be secured to appropriate user groups only.
3.2.11	Scanners and USB devices – System must have the ability to interface directly with scanners and USB storage devices to automatically upload material to the appropriate locations.
3.2.12	Scheduling Reminders and Priorities – System must have scheduling abilities and the ability to set reminders and priority for selected events. Supervisors and administrators should have the ability to view customizable dashboards of these items for selected groups, and set or transfer schedules, reminders, or priorities for staff. Sharing of calendars should be supported.

3.2.13	<p>Alerts, Ticklers, and Reminder Tools – System must include built in Alerts that notify users of events and action steps. The system must include automated tools to allow for both administrators and users to create customizable alerts and reminders. The tickler system should be usable and customizable for different units/functions, such as licensing, caseworkers, incident follow-up. System must allow for alerts/ticklers to be generated for Providers and DDD Social Services when events occur. For example, Social Workers and Provider should receive an alert when consumer demographic data is updated. System should allow default ticklers to be overridden by a supervisor as needed, with tracking of any changes.</p> <p>Example alerts: System must have the ability to receive an alert from Eligibility to Case Management Supervisors when a case is found eligible or reopened. The system must trigger an alert to the SIS administrator that the participant was determined eligible.</p>
3.2.14	<p>Workflow Processes and Tools – System must include built in workflow processes that streamline tasks throughout the system. The system must include workflow tools and allow administrators to design and create workflow processes that simplify complex data entry tasks, approvals, and follow-up. Example workflow: Individual Service Plan (ISP) – System must support a workflow that allows ISP’s including PO requests for funding to be approved/rejected by the Social Service Unit, Program Staff, and Fiscal Staff. Approval results in an authorization being generated and rejection results in a letter being sent to the individual and/or other relevant parties, with notification to appropriate staff.</p>
3.2.15	<p>Form/Screen Generation Tools – System must include automated form/screen tools and allow administrators to generate and modify screens/forms for data collection and reporting for internal users and on the portals. Administrators should be able to create new fields, modify field properties, perform data entry validation, and configure conditional logic.</p>
3.2.16	<p>Letter Generation and Tools – System must include built-in letter generation processes that automate communications with individuals and providers, as individual letters on demand and as batch letters. The system must include automated letter generation tools and allow for administrators to create custom letters and mailings. Auto-generated mailing labels are also desired.</p> <p>Example letters: SIS notification//ISP renewal letters are automatically generated for individuals, providers, and social workers. The timing of the letters and the text within the letter is based upon anniversary date or other criteria and the type of SIS (new, re-assessment or change in situation).</p>
3.2.17	<p>Search Capabilities –System must provide advanced search capabilities. At a minimum, the system must allow users to search individuals by first name, last name, ID, SSN, address fields, eligibility status, service providers and services. Searches must allow for multiple fields and multiple criteria within fields to be selected for a single search.</p>
3.2.18	<p>In-System Communications – System must have the ability to allow for in-system secure communications between BHDDH and provider user accounts.</p>
3.2.19	<p>Capacity Planning – System must allow for tracking of future residential needs for planning/capacity purposes.</p>

3.2.20	<p>Legal Guardians – System must collect information on legal guardians including guardian types and routing of communications to the correct guardian type(s). Note that Rhode Island has multiple guardian types and corresponding processes for each: residential, financial, and healthcare. This information is available as official court document(s). There can be co-guardians with different authority, so the System should have the ability to automatically send the appropriate communications to all relevant legal guardians without additional user input or selection.</p>
3.2.21	<p>Reporting – Must provide comprehensive reports for all data areas, both detailed reports at the client level and aggregate reports by, for example, case manager, provider, program, or statewide. Must contain at minimum the following report elements: individual record including demographics; emergency data; incident reporting; varied individual service plans; health tracking; intake records; case management notes; attendance modules; and tracking of HIPAA compliant electronic claim transactions.</p>
3.2.22	<p>Legal Functions – Vendor must describe how the proposed system supports any legal functions related to supporting persons with I/DD.</p>
3.2.23	<p>Licensing Functions – Vendor must describe how the proposed system supports Licensing functions related to licensing of community providers, facilities, sites, or residences. This includes online applications with a checklist of requirements, customizable forms available on tablets for completion in the field, site monitoring reports, and plans of correction with follow-up ticklers. Auto-generated letters and emails, with the ability to track email communications, is needed. There should be dedicated, reportable fields to capture type of licensing, services licensed, and any constraints, such as approved capacity. The ability to assign providers to licensing staff is also needed, along with scheduling and reminders of required tasks.</p> <p>Residential Characteristics – System must track the individual characteristics of each residential location, which includes but is not limited to, location name, address, licensed capacity, number of total beds, number of shared bedrooms, and accessibility.</p> <p>Provider Management and Tracking – System must support provider management abilities, including but not limited to, providers, provider types, license numbers, license dates, certifications, locations, facilities, programs, capacities, services, and service areas.</p>
3.2.24	<p>Retention – Vendor must retain records for not less than seven (7) years after death or discharge. Records involving litigation shall be retained for one (1) year following the termination of such litigation. Maintains system records as necessary to fully disclose and substantiate the nature and extent of items and services rendered to clients.</p>
3.2.25	<p>Federal Requirements – System must be adapted to ongoing changes in order to implement current and future federal requirements. Must support management of federal data requirements for compliance with Medicaid, including Home and Community Based services, the approved DDD Home and Community Based Waiver application and (42 CFR 441 Subpart G). There should be user-defined fields to assist the Division with unique federal and state reporting requirements.</p>
3.2.26	<p>Common System Tools – The System will offer common tools such as spellcheck and the ability to copy and paste from other programs.</p>

3.3	Client Information
3.3.1	<i>Consumer ID</i> – System must utilize a single unique assigned ID number for a consumer throughout their relationship with DDD, even if the consumer is discharged and then readmitted.
3.3.2	<i>Demographics and Contacts</i> – System must have the ability to update information internally, including but not limited to, demographic data, temporary addresses (hospital/respite), address history, legal guardian information, Medicaid Y/N, Medicaid Category of Aid, Medicaid start/end dates, Waiver Y/N, natural supports (family/advocates, etc.), contact information, insurance numbers, military status, citizenship, religion, ethnicity, languages, and diagnoses.
3.3.3	<i>Medical</i> – System must have a medical section that can be updated by internal staff and providers which includes but is not limited to diagnosis, known allergies, medical information/concerns, emergency contact person(s) w/contact information, health insurance list, and physicians.
3.3.4	<i>Social Summary</i> – System must provide for an ongoing social summary narrative bringing in eligibility and updated as needed
3.3.5	<i>Social Summary History</i> – System must provide a Social Summary/History narrative for each individual determined eligible or reopened.
3.3.6	<i>Voter Registration Tracking</i> – System must have the ability to track and report on individuals that are registered to vote.
3.3.7	<i>Emergency Information</i> – System must support emergency information forms that easily identifies the consumer’s key demographics, contacts, social history, allergies, and other healthcare information.
3.3.8	<i>Consumer Portal</i> – Vendor must indicate if the system provides an online individual or family portal and indicate the available functionality. It is desired to allow attachments for use by the individual and accessible to caseworkers and employment specialists, such as portfolios. Roles must allow for varied access to data for consumer groups.

3.4	Eligibility
3.4.1	<i>Application</i> – System must have the ability to capture an “Application for Services” online form and a “Functional Information Form” online form from the general public over the internet. The system must allow the general public to upload documents such as legal guardianship documents in various formats related to these forms. Saved drafts or incomplete applications should be allowed. The system must have the ability to automatically generate letters for missing information for applications submitted.
3.4.2	<i>Online Referrals</i> – The system must allow for electronic referrals for services.

3.4.3	Service Authorizations – The system must have the capability to record Service Authorizations and generate notices to providers and others. The system must be able to develop, track, and maintain individualized monthly and annual budgets.
3.4.4	Youth-in-Transition – System must have the ability to capture IEP meeting invitations from schools using an online form. The online form captures student name, DOB, school, meeting location, date/time, and anticipated date of graduation. The system must be able to prioritize invitations based on a calendar, graduation dates and the dates of the IEP meetings. The system must allow the eligibility administrator to assign the priority invites to other workers calendars. An agenda, notes, or attachments should be allowed.
3.4.5	Working Lists – System must support the ability to review individuals who have applied for services and highlight the cases for priority review and residential need.
3.4.6	Eligibility Determination –System must support an Eligibility Determination Assessment form that captures diagnosis, determination criteria and eligibility status. The system must allow for re-determinations. The system must generate automatic eligibility outcome letters with mailing labels. There may be multiple types of letters; the approval must allow for identification of the type of approval and auto-generate the appropriate letter. The eligibility administrator must be able to assign the case to eligibility case workers.
3.4.7	Case Assignment – The system must allow for each case to be assigned to a Social Worker and corresponding supervisor and track changes in case assignments.
3.4.8	Eligibility Tracking – The system must support advanced tracking of eligibility status throughout the process and track the types of services being requested. The system must display the number of days each application is in the various stages of the eligibility process – including but not limited to pre-app, pending, hold, withdrawn, eligible, not eligible, and closed. The system must send corresponding letters as needed.
3.4.9	Eligibility Appeal – The system must support tracking and reporting of all levels of the appeal process including scheduling, determination criteria, outcome, case notes and notification, including deadline ticklers and follow up assignments with due dates and reminders.
3.4.10	Inquiry and Referral Tracking – System must allow for tracking of inquiries and referrals from various individuals and agencies that may not be attached to a case record. General public web-based input as well as direct input by staff is required.

3.5	Service Delivery
3.5.1	Access to DDD System – Providers must have access to the DDD case management functions. Currently, there are 1 public and 35 private providers. Vendor must describe whether the public provider (RICLAS) will access the DDD case management system differently than the private providers.
3.5.2	ADT – System must provide an extensive Admissions/Discharges/Transfers module with reference tables, edits, and advanced querying and reporting abilities.

3.5.3	Locations – System must provide a location table since all census activities are associated with locations. The location master table must include the number of beds, level of care, description and cost center.
3.5.4	Date and Status Tracking – System must be able to track individuals by date for the following list of activities: Admission, Discharge, Death, Visits, Elopements, and Transfers between units.
3.5.5	Consumer Accounting – System must provide an extensive consumer accounting module that tracks personal income, disbursements, allocations, and expenses for each consumer. The system should allow for State auditing of accounts.
3.5.6	SSA/SSI Payment Processing – System must process SSA and SSI payments and have the ability to split the payments to accounts for the consumer care and to the consumer’s personal account.
3.5.7	Prorating – System must have the ability to prorate a sum of money evenly amongst selected individuals.
3.5.8	Provisions – System must have the ability for an expense provision set aside for funeral and other expenses.
3.5.9	Direct Billing for Care – System must support direct billing and automatic payment for care/rent from the consumer account.
3.5.10	Interest Calculation – System must support automatic interest calculation on a user-defined basis and interest rate. The interest must automatically be posted to consumer accounts.
3.5.11	Financial Statements – System must have the ability to create financial statements on a per consumer basis.
3.5.12	Personal Funds – System must track personal funds for individuals in a residential setting.
3.5.13	Earned Income – System must track consumer earned income.
3.5.14	Benefit tracking – System must track other deposits such as SNAP payments.
3.5.15	Service Tracking – System must support tracking of service authorizations and the time spent by provider employees providing individual services in each authorized category.
3.5.16	Automated Billing – System must provide automated billing to the State Medicaid Management Information System (MMIS) using both per-diem rates and billing for individual services using Healthcare Common Procedure Codes (HCPCS).
3.5.17	Communication Logs – System must support communication logs that document communications between providers, employees, families and individuals.
3.5.18	Incidents – System must support incident reporting for all incidents, including but not limited to, medication errors, abuse, neglect, hospital visits and it also support the submission of the serious reportable incidents to DDD.

3.5.19	ISP – System must support the creation, monitoring, and submission of Individual Service Plans (ISP), through online forms and attachments.
3.5.20	Budget Worksheets and Purchase Orders – System must support the creation, monitoring and submission of Budget worksheets and Purchase Order requests (Residential, Community, and Fiscal Intermediary POs).
3.5.21	Program Coordinator Notes – System must support Program Coordinator notes.
3.5.22	Nursing Notes – System must support Nursing notes.
3.5.23	Progress Notes – System must support Progress notes.
3.5.24	Problem Lists – System must support Problem Lists.
3.5.25	Daily Logs and Activities – System must support Daily Logs and Activity notes
3.5.26	PT/OT/Speech – System must support Physical, Occupational, and Speech Therapy notes.
3.5.27	Behavior Plans – System must support Behavior Plans.
3.5.28	Skills – System must support tracking of skills development.
3.5.29	Community Integration - - System must support tracking of community integration.
3.5.30	Hygiene – System must support hygiene tracking.
3.5.31	Nutrition – System must support dietary/nutrition tracking.
3.5.32	Healthcare Tracking – System must support vitals, weight, height, glucose, immunizations, screenings, infections, wounds, allergies, seizures, respiratory, sedation, problems, etc.
3.5.33	Medication – System must support medication administration and management including monthly reviews of medications.
3.5.34	Appointments – System must support scheduling of appointments including reoccurring appointments.
3.5.35	Staff Scheduling – System must support employee management and staff scheduling.
3.5.36	Emergency Planning – System must support disaster and emergency planning.
3.5.37	Home Maintenance – System must support maintenance tracking of community residences.
3.5.38	Vehicles – System must support fleet vehicle tracking.
3.5.39	Training and Credential Tracking – System must support employee training and certification tracking, including expiration dates where needed.

3.5.40	Accounting – Vendor must indicate if they offer a suite of accounting functions including General Ledger, Accounts Receivable, Accounts Payable, fixed assets and donation tracking.
3.5.41	Accounting Interfaces – Vendor must indicate if they offer standard interfaces to popular accounting software packages.
3.5.42	Payroll – Vendor must indicate if they offer Payroll functionality.
3.5.43	Human Resource Management – Vendor must indicate if they offer Human Resource functionality.
3.5.44	EMR – Vendor must indicate if the system supports integration with an Electronic Medical Record (EMR) and if the EMR is certified. Vendor must identify the EMR vendor and the functionality.
3.5.45	EMR usage – Vendor must indicate how many of their customers are actively using the integrated EMR.
3.5.46	Supported Employment Services – System must have the ability to record information related to supported employment, including career exploration services, discovery, vocational situational assessments, work trials, development of job seeker profiles, job searches, job placement, job training, job support/coaching, support coordination, job retention. System must capture employment-related follow-up activity and case notes.
3.5.47	Transportation – System must be able to track transportation needs, budgets, trips received from which transportation provider, and actual costs.

3.6	Case Management
3.6.1	Case Notes –System must support case notes used in various stages of services to the individual, including but not limited to referral, pre-application, and eligible individuals. At a minimum, the case notes should provide the ability to sort by type of contact, setting type/living arrangement, date, author, and category of case note (e.g. critical, hospitalized, day, employment, residential, meeting, phone, family contact, provider contact, collateral contact), with the ability to indicate multiple categories and sort by categories. System must provide the ability to store case notes and identify the creator and a timestamp on the screen. The case notes may not be altered or removed once they are saved. Drafts of case notes should be allowed to be saved in the system for completion at a later date, with automatic reminders of the pending task. Deletion of draft notes after a set period of time is desired. Corrections of inaccurate final entries should be allowed with tracking.

3.6.2	<p>Person Centered Planning – Vendor must describe the system features that will assist DDD with Person Centered Planning, including completing plans and uploading related documents. Plans include the following:</p> <p>Individual Service Plans (ISP) – System must allow the creation of an online ISP from the Division’s guidelines, from which can be generated a purchase order for agencies or a budget worksheet for self-directed individuals. This packet must to be submitted through the system. The system must track date received, date Social Worker approved, check box if within tier, check box if additional funds with expiration date, and funding approval date.</p> <p>Career Development Plans (CDP) – System must allow the creation of an online CDP that can be submitted via the system by providers or individuals.</p>
3.6.3	<p>SIS and Tiers – System must be able to allow read only display of tier and tier history, appeals including results and date approved/denied, additional amount authorized, expiration date, and the SIS assessment in a PDF format.</p>
3.6.4	<p>Medicaid Waiver Tracking – System must be able to track Medicaid Wavier status including but not limited to: sent date, approved date, Medical Assistance Review Team needed yes/no, renewal date. The system must indicate if a Sherlock Plan or ICE (Income Disregard) applications were submitted and if approved. Complete Sherlock Plan or ICE applications must be scanned and attached.</p>
3.6.5	<p>Case Assignments and Histories – System must internally track staff assignments to each case including history. The system must externally track provider involvement with each case including history, support coordinator assigned, and coordinator’s email address and phone.</p>
3.6.6	<p>Referral Packets – System must provide a referral packet and a method to select pertinent info to be viewed by identified providers and track responses. Provider packets and responses must be tracked.</p>
3.6.7	<p>Provider Services – System must list all authorized services and providers for each case and the name, email address, and phone number of the assigned support coordinator.</p>
3.6.8	<p>Tracking of Denials – System must allow for tracking of denials by provider, service, date, and reason. The system should allow for analysis of denials against service authorizations, licensing information, and incidents.</p>
3.6.9	<p>Performance Tracking – System should allow data to be captured related to provider achievement of quality numerical targets and implementation timelines.</p>
3.6.10	<p>Community/Integrated Day and Employment Support Availability – Providers must be able to enter current openings in community-based, integrated, and employment services directly into the system, to include date-of update, date of availability, service type, and comments.</p>
3.6.11	<p>Residential Availability – System must allow providers to enter residential openings directly into the system, including but not limited to, the date of update, date of availability, the setting type, individual characteristics, the number of available beds, single or shared bedroom, host family information for Shared Living Arrangements, and comments.</p>

3.6.12	Residential Setting Types – System must be able to track an individual’s living situation. Types should be configurable by BHDDH. The system must store residential demographics including, but not limited to, license type, owner, provider, address, region, bed capacity, accessibility, notes, and hours of staff support. System must be able to track both permanent and temporary settings. If an individual is in a temporary setting, e.g. hospital or rehabilitation center, the system should have a way to track and report on that while maintaining the permanent address for mailings and other reporting.
3.6.13	Residential Occupants – System must allow DDD staff to view residential openings and view all individual’s names that are currently living at the location, gender, ages, and tier level.
3.6.14	Residential Lists – System must support working, waiting, and critical lists.
3.6.15	Critical Needs – System must allow DDD staff to view and sort individuals flagged with Critical Residential Needs and view reason for need (DCYF, Hospital, Aging Parents, etc.), the date of need, priority, demographics, type of residence requested, accessibility requested, shared need, medical or behavioral need, tier level, and narrative to describe situation.
3.6.16	Residential Referrals – System must allow the selection of individual(s) to be referred for each residential opening. An alert must be sent to the assigned Social Worker to follow through with the identified provider. The system must allow provider agencies to view limited information for identified individuals and respond to the referral.
3.6.17	Residential Service Management – System must track progress of potential residential matches including meetings, extended visits, potential move dates, updates to ISP, funding approval, etc.

3.7	Assessments and Surveys
3.7.1	Healthcare Assessments – System must support healthcare assessment tools and the vendor must identify the specific assessment tools.
3.7.2	SIS A Tool – The system must support usage and tracking of the American Association on Intellectual and Developmental Disabilities (AAIDD) “SIS A” assessment tool, further detailed in other items in this section. New participants need to have a SIS assessment performed as soon as possible after they are determined eligible for DDD services. Existing participants need to have a SIS assessment performed every three-five years. The SIS re-assessment is based on their assigned anniversary date. Existing participants may also request to be re-assessed at any time such as for a change in situation. Participants also have the right to appeal the SIS. The system should provide alerts for the initial SIS and re-assessment anniversary date.
3.7.3	SIS Tracking – The system must provide a screen that allows the SIS administrator to view all <i>new</i> pending assessments (based on eligibility determination) and also all pending <i>re-assessments</i> (based on their assigned Anniversary date). The screen must have the ability to display previous SIS information including, but not limited to, SIS dates, SIS scores, and interviewers.

3.7.4	Scheduling of New Assessments – The system must have the ability for the SIS administrator to schedule new SIS assessments. The SIS administrator should use the SIS scheduler to send out email invitations to participants, family members, schools, etc. (people who will not have system user accounts). Ideally, the system should import the email acceptance back into the SIS Scheduler for tracking and reporting purposes.
3.7.5	Scheduling of Re-Assessments - The system must have the ability for the SIS administrator to schedule upcoming SIS re-assessments. The SIS administrator would use the scheduler to indicate available dates/times on a calendar. Providers should have access to the SIS scheduler and have the ability to accept an available time slot for participants that receive services from the provider. The scheduler should block off the date/time once a meeting is accepted.
3.7.6	Assignment of Appointments – The system must allow the SIS administrator to assign scheduled appointments to the SIS interviewers and have the assigned appointments show up in their calendars. The system should generate an alert to the interviewers when an appointment was assigned.
3.7.7	Calculation of Tier Level –. The system must be able to calculate and capture a Tier level (5 Tier levels A-E) based on the download fields. The tier calculation is an algorithm based on the SIS score values.
3.7.8	Online Requests and Appeals – The system must provide online fillable forms for requests, such as for a SIS, and appeal of tier funding, an emergency allocation adjustment, or an emergency placement. The request must be routed to appropriate staff, who should receive an alert. The system must allow DDD staff to record case notes when they contact the person making the request.
3.7.9	Auto-Generated Acknowledgement Letter – The system must send an acknowledgement letter to requestors that their request has been received.
3.7.10	Annual and Quarterly Surveys – System must have the ability to collect periodic surveys such as the “DD Employment & Day Activity Outcomes Survey” using a secure online form. System should allow results of periodic surveys to be analyzed period over period.
3.7.11	Survey Export – System must have the ability to output employment survey forms to a PDF file and export data to Microsoft Excel.
3.7.12	Survey History – System must have the ability to maintain a history of data collected from the surveys, with tracking of changes to the survey and ability to analyze changes in responses.
3.7.13	Survey Creation – System must have the ability for administrators to create new online surveys and modify existing online surveys.
3.7.14	Survey Tools – System must provide dropdown menus, radio buttons, lookup tables, skip question and section logic, and other features that make it easy to complete the survey.
3.7.15	Survey Alerts – System must have the ability to send automated alerts to notify selected parties when a survey has been updated.

3.7.16	Survey Queries – System must have the ability to query, sort, filter, and compare survey data based on various criteria including, but not limited to, survey ID, consumer, living arrangement, providers, date ranges, service category, payer, employer, job title, employment settings, hours worked, and length of time at job.
3.7.17	Survey Custom Reporting – System must have the ability for users to design, format, print, and export custom reports using a report writing tool that has access to all survey data., and that can combine survey data with other data for analysis and reporting. Reports should allow summary and filtering based on any of the survey fields.
3.7.18	Survey Reports – System must include a set of pre-defined detailed and summary reports to help identify outcomes and identify when surveys need to be completed again.
3.7.19	Survey Linkages to Caseload Data – Survey data on individuals must be linked to their caseload record.

3.8	Reporting
3.8.1	Data Source Processing – System must combine selected fields from the batch data sources, process and populate a universal Consent Decree table for query, sorting, reporting and extraction and purposes. The system must generate quarterly Excel reports for the DOJ that show compliance with the Consent Decree.
3.8.2	Data Source Reporting – System must provide query, sorting and reporting abilities for each of the data sources.
3.8.3	HCBW Compliance – Vendor must describe the system features that will assist DDD with staying in compliance with the Home and Community Waiver Quality Measures and Reporting requirements.
3.8.4	Employment Outcomes – System must capture data related to employment outcomes at both the individual and group level, including number of placements, hours worked, salary/wages, job retention, and employer information including contacts. History of individual employment including start and end dates must be kept and reportable. Reports of employment outcomes by provider are needed.
3.8.5	Canned Reports – System must provide an extensive collection of pre-built administrative, financial, and management reports that allow users to select various query and sorting criteria. A list of canned reports should be included with the proposal. Roles should allow for permissions to view or create various reports to be set.
3.8.6	Dashboards – System must provide customizable dashboard views of summary event information for various roles.
3.8.7	Report Exporting – System must provide the ability for users to export data into Excel, XML, Comma Delimited files, and PDF files.

3.8.8	Report Writing Software – System must provide report writing software and licenses that allows for (5) users to develop custom reports. Vendor must provide the name and the version of the report writing software. Custom reports should have access to all available fields and be able to specify unrestricted query criteria. Formatting should customizable.
3.8.9	Reporting Warehouse – Vendor must indicate if the report writing software connects directly to the main database or if the data is moved to a database repository designed specifically for reporting purposes.

3.9	Financial Management Introduction and Requirements
3.9.1	<p>Introduction – DDD currently has 2 separate authorization and payment systems. One is known as the Debit Authorization system and the other is known as the Vendor Payment system. The evolution of Debit Authorization system is described here:</p> <p>The BHDDH Debit Authorization Claim Processing Project was implemented five years ago as a significant enhancement to the existing system. Under this improved design, the authorization part of this new system is controlled by BHDDH and corresponding payments are handled by the State Medicaid Management Information System (MMIS).</p> <p>The State MMIS was modified to improve management of dollar and unit authorizations for all of the nearly 4000 DD-eligible active individuals who require 15,000 quarterly authorizations, focusing on providers, programs and services. Authorizations of dollar or unit amounts for services, for each individual can be set, increased, decreased, and end-dated or canceled as needed. A nightly authorization file is sent to the State MMIS with authorization ADDs, UPDATES and/or CANCELS. And a confirmation file is returned to BHDDH with the individual’s State MMIS number along with error codes for any rejected authorizations. Accepted authorizations provide the State MMIS with the basis to process and pay claims.</p> <p>The Vendor Payment system is separate from the Debit Authorization System. Less than one hundred other BHDDH authorizations control payments made directly by the State. The State’s Office of Accounts and Controls payment system interface requires separate batch files for three programs: Developmental Disability Program (DDP), Parent Subsidy Program (PSP), and State Only (STT). The authorization system creates batch files from an Informix user menu option and puts the files into a named folder. The Office of Accounts and Control uses FTP to get the files and make payments.</p> <p>No part of the DD fiscal processing can remain in the Informix legacy. All parts must be migrated as part of this project.</p> <p>Note that attachment “B” contains supporting charts. Flow charts can be found in attachment B-7, B-8, B-9, and B-10.</p>
3.9.2	Do Not Change MMIS – System must be able to work with the existing State MMIS. No interface modifications or changes to the State MMIS processing are to be expected.
3.9.3	Alerts – System must generate an alert when an individual’s DD waiver eligibility status changes as determined by the State MMIS and generate alerts for other events.

3.9.4	Review ISP – System must support a workflow that allows ISP’s including PO requests for funding to be approved/rejected by the Social Service Unit, Program and Fiscal Staff. Approval results in an authorization being generated and rejection results in a letter being sent to the individual.
3.9.5	Add a Service Authorization – System must allow for creation of new authorizations (ADD).
3.9.6	Update an Authorization – System must allow for service end-date and amount changes to existing authorizations (UPDATE).
3.9.7	Cancel an Authorization – System must allow for cancelations of existing authorizations (CANCEL).
3.9.8	Quarterly Authorizations System must support either single, or multiple and simultaneous authorizations for each DD-eligible individual, using the existing HCPC/modifier scheme and with a duration not to exceed one fiscal-year quarter.
3.9.9	Use Program Codes – System must support the State MMIS Claims Processing Program Codes as described in Attachment B-1.
3.9.10	Authorize using MBD010 – System must allow BHDDH to authorize multiple detailed authorizations for each program code MBD010 authorization. A master MBD010 record of the detailed authorizations contains the sum the dollar amounts and this sum is sent to the MMIS as a single record in the send file. No other program codes have detailed authorizations.
3.9.11	Determine Service Package – System must support a scheme whereby the combination of the individual Residence Type and the SIS Tier Level will determine which Service Package the individual can use to pick and choose services needed. The type of services an individual can get is based on the individual residence type. The Level of Funding for all these services is based on the individual Needs Assessment from which the SIS Tier Level is determined. The relationship between Residence Types and the State MMIS Program Codes is described in Attachment B-2. Some codes are not available to certain residence types. The relationship between Residence Types and Service Package types is described in Attachment B-2.
3.9.12	Number Each Authorization – System must follow a numbering scheme for each authorization where each is identified by 10 characters. The first three characters identify the fiscal year quarter in which the authorization is in effect and the next 7 characters are digits generated from a number incremented by 1 after each authorization (serial number). In other words, the format is: FYQ9999999, including the fiscal year (FY), the quarter (Q), and a serial number (9999999). For example, 161000007 represents an authorization that was created for the first quarter (July 1 st through September 30 th) of fiscal year 2016 with a serial number of 7.
3.9.13	Reactivate an Authorization – System must allow for reactivating a cancelled authorization by automatically generating a new authorization with a new authorization number (ADD).
3.9.14	Apply Rates – System must use pre-determined quarterly HCPC/modifier rates to multiply by allocated units to determine the authorized dollar amount. This must be done to ensure that an individual’s authorization(s) does not exceed the allocated dollar amount.

3.9.15	<i>Pay with State Dollars</i> – System must support authorizations to providers using State dollars and these authorizations are sent to the State’s Office of Accounts and Control. DDP and PSP payments are made monthly; whereas, STT payments are made as needed.
3.9.16	<i>Allow FI’s</i> – System must support self-directed services, also known as Fiscal Intermediaries (FI). This includes processing budget worksheets that have been modified to accommodate FI’s.
3.9.17	<i>Allow CNOM’s</i> – System must support Costs Not Otherwise Match-able (CNOM) authorizations.
3.9.18	<i>Perform Batch Updates</i> – System must be able to update a batch of authorizations when needed.
3.9.19	<i>Run Rollover</i> – System must support the ability to “rollover” authorizations from current quarter into the next.
3.9.20	<i>Generate many quarterly authorizations</i> – System must support authorizing 15,000 DD services every quarter. Perpetuating this large number of authorizations from one quarter to the next requires a batch rollover process.
3.9.21	<i>Initiate Rollover</i> – System must trigger itself a month before the end of each quarter to initiate the rollover process. All authorizations flagged to roll will be copied and a new authorization will be generated with the new period dates, the number of units, and authorization dollar amounts (computed by number of units multiplied by unit rates associated with that quarter).
3.9.22	<i>Use Rollover Flags</i> – System must use each authorization’s “rollover authorization (RA)” flag values and “type of rollover (TR)” flag values to control each authorization’s rollover. See attachment B-6. Typically, the RA flag is either generated based on the individual’s anniversary date or manually entered when a new authorization is being entered. Note that a TR flag value of “N” overrides all and does not all allow the authorization to perpetuate into the next quarter.
3.9.23	<i>Run Rollover Exception Reports</i> – System must provide rollover exception reports before and after the rollover process. These reports are used to minimize any anomalies that would cause inappropriate rollover results. These reports include those in the list in attachment B-5
3.9.24	<i>Apply Date Stamp</i> – System must use a date stamp to identify which authorizations are sent to the State MMIS. Authorizations from the current quarter or earlier are sent, but authorizations from future quarters are not to be sent to the State MMIS until the data entry staff have completed any necessary adjustments. When the next quarter authorizations are ready to be sent, the date stamp is advanced by one quarter. All new authorizations dated before the updated date stamp are sent to the State MMIS.
3.9.25	<i>Reference 3 Years of Data</i> – System must be able to readily reference 3 years of authorization data for queries and reports. Data older than 3 years can be archived.

3.9.26	FTP files – System must send and receive data via a State secure server FTP to and from the State MMIS. Authorization ADDs, UPDATEs, and CANCELs are sent to the State MMIS. The DD Fiscal Authorization State MMIS Transfer Record Layouts are in attachment B-3. Results of these transactions (accepted or rejected) are retrieved from the State MMIS.
3.9.27	Track Status – System must maintain the authorization status as an alpha-numeric character. See the attachment B-4. An authorization must be accepted by the MMIS in the MMIS return file before it can be billed against.
3.9.28	Appeal funding – System must allow for a funding appeal process using on-line forms to accommodate needs above the allocated funds. Note that the allocated funds are based a combination of the SIS Tier Level and the Residence Type, and appeals would have to be for special needs and major life changes.
3.9.29	Send Letters – System must send letters to individuals and providers with authorizations and other notifications.
3.9.30	Send Data to Warehouse – System must send authorization data to the Data Warehouse on a weekly basis for reporting purposes.
3.9.31	Maintain Histories – System must maintain a history of relevant data.
3.9.32	Keep Data for Years – System must load and store the latest 3 years of State MMIS claims data for query and reporting purposes.
3.9.33	Set up Provider Portal – System must support collection and reporting of financial-related information from providers via the provider portal.
3.9.34	Analyze Utilization – System must support detailed utilization analysis by reviewing authorizations and claims.

3.10	Provider Portal Requirements
3.10.1	Secure Internet Access – System must have secure browser-based internet access for Providers.
3.10.2	Provider Access to Information – Providers must be able to view, submit, and update any information required by DDD through the Provider Portal. Access to consumer information must be granted based on the HIPAA need to know and minimum necessary principles. Providers must only view person identifiable data related for people who receive services from or have been referred to the Provider.
3.10.3	Referral Packets – System must allow Providers to view and respond to DDD consumer referral packets. Providers should receive an alert when the referral package is available.
3.10.4	Demographics – System must allow Providers to view and update consumer information, including but not limited to, demographic, contact, legal guardian and emergency information.

3.10.5	Documents and Images – System must allow Providers to view and upload supporting documentation as MS-Word documents, PDF, images, etc.
3.10.6	View and Update Information – System must allow Providers to view and update various information, as required by DDD, regarding individuals served or services offered, including residential vacancies, supported employment, encounter and attendance data, SIS assessment, Tier assignments, Individual Service Plans, and Career Development Plans. Providers should also be able to view, submit, or make changes to their licensing, service authorizations, budget worksheets, purchase orders, payments, or other administrative/contract areas.
3.10.7	In-System Communications – System must have secure in-system communications that allows Providers to communicate with other system users without using email.
3.10.8	Alerts – System must allow for alerts/tickers to be generated for Providers and DDD Social Services when event occur. For example, Social Workers and Provider should receive an alert when consumer demographic data is updated.
3.10.9	Reports and Dashboards – System must allow Providers to generate a collection of predefined reports and dashboards related to the individuals who receive services from the provider.
3.10.10	Financial Data – System must support collection and reporting of financial-related information from providers via the provider portal.

3.11	Incident Reporting Requirements
3.11.1	Interface with Incident Reporting - The new case management system must have an interface with the Division’s Incident Reporting system and populate key data elements regarding reportable incidents upon initial incident report and upon closure of the incident report closure.
3.11.2	Alerts - System must send an alert to a Social Worker and their supervisor when an incident is created in the Incident Reporting system that involves someone in their caseload.
3.11.3	Integrated Incident Module - Vendor must indicate if they already have an Incident Reporting module as in integrated part of their case management system and provide details of the functionality.

3.12	User Support and Training
3.12.1	Ongoing Support – Vendors must include a description of the ongoing support they are proposing which will start after the warranty phase. Support must include licenses, help desk support, bug fixes, updates, and new releases. Costs for such services will need to be shown in the Proposal, together with a statement that such services will be available for a minimum of five years after the warranty period. The first year will be mandatory; years two through five will be at the State’s option.

3.12.2	<p>Response – Vendors must also address the following in their proposal:</p> <ul style="list-style-type: none"> • Identify the average of your response and resolution times. Provide examples of current measurements and metrics. • Describe your process for providing application fixes and enhancements. • Identify your average turnaround time for fixes and enhancements. • Confirm whether or not clients have the opportunity to provide input into the prioritization of new features and enhancements. • Identify your anticipated 2017 - 2019 schedule for new releases and updates.
3.12.3	<p>Customized Features – Vendors must provide:</p> <ul style="list-style-type: none"> • An estimate of the number of hours required to apply customization features to new releases. • A single fully loaded hourly rate which will apply to this work, as well as to future customization. <p>The Vendor will keep records of all Division modification requests and solutions, along with timeframes for solutions as accepted by the Division, and submit records within one-week of the identified solution.</p>
3.12.4	<p>Support Hours and Response - Vendor must be available 7 days per week, 365 days per year to provide a minimum 4-hour response time for support 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.</p>
3.12.5	<p>Compliance During Support Phase – Vendors must guarantee that their proposed solution will comply with all mandatory requirements, including HIPAA, throughout the entire support phase. Vendors will also specify expected deadline dates for completion of such modifications after the provision of detailed, written notice of impending changes from the Division.</p>
3.12.6	<p>Support Options - Vendor must provide user assistance through help features/functionality (such as chat, email, video, telephone support, and online features). Support must include at least the following:</p> <ul style="list-style-type: none"> • Phone support • Online Support <ul style="list-style-type: none"> ○ Online Materials ○ Online Website ○ Live Help
3.12.7	<p>Availability - Vendor must make online training sessions (computer-based training and webinars) and online user guides available for all users.</p>
3.12.8	<p>On-Site Training - Vendor must provide at least four live in-person training days 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.</p>

3.12.9	Training Proposal - Vendor must submit a training proposal that takes into account the groups that require training (Eligibility, Social Service, Assessment, Residential, Financial, Providers, etc.). The proposal should outline expectations and schedules. A training planning session must be held to review the training proposal before the first actual training session.
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3.13	HIPAA
3.13.1	HIPAA Compliance – BHDDH is a HIPAA Covered Entity. The Vendor must indicate if the system is currently 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, as well as all HIPAA requirements related to privacy, security, standard transactions and code sets (where applicable), and the National Provider Identifier. In the proposal, the vendor will explain their understanding of the HIPAA regulations and their impact on this project especially in the area of security.
3.13.2	Ongoing HIPAA Compliance – The selected vendor is required to customize/develop the system in accordance with HIPAA requirements, implement the system in accordance with HIPAA requirements and, where the vendor will operate and maintain the system, operate and maintain the system in compliance with HIPAA requirements. The vendor must affirm that they will stay current on HIPAA regulations and provide system functionality, within a reasonable time, to accommodate future HIPAA requirements as laws change.
3.13.3	Breach Disclosure – Vendor must indicate (a) if their system has experienced any breaches of electronic Protected Health Information (ePHI), (b) indicate the causes of the breaches and (c) indicate how the breaches were resolved.
3.13.4	Notice of Privacy Practices Tracking – the system must record the dates of when the BHDDH NPP was given to the consumer and allow for scanning of the signature page. The system must provide alerts for upcoming annual NPP signing and reporting abilities to monitor NPP compliance.
3.13.5	<p>Notice of Privacy Practice (NPP) Rights Tracking – System must provide for acceptance of NPP requests, the business processing needed to accommodate the request, the automated letter response, and tracking for the rights provided to individuals under BHDDH’s NPP. Individuals are entitled to the following rights:</p> <ol style="list-style-type: none"> 1. To inspect and/or receive an electronic copy of their healthcare records 2. To amend records if they believe it is incomplete or incorrect 3. To obtain an accounting of disclosures 4. To receive notification of a PHI breach 5. To request restrictions to the way we use and disclose information 6. Request restrictions and confidential communications 7. To have someone act on their behalf by assigning a personal representative 8. To receive a copy of the OHHS Notice of Privacy Practices 9. To file a complaint if they believe their rights have been denied

3.14	Insurance, Agreements and Contracts
3.14.1	Data Ownership – All data and information collected in the case management systems shall remain the sole property of BHDDH and the State of Rhode Island. The vendor must not disclose, modify, transfer or delete the data and information for any purposes without the explicit approval from the BHDDH Director.
3.14.2	Termination of the Agreement – 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 7 days 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 utilizing methods within the NIST “Guidelines for Media Sanitization” standard.
3.14.3	Cyber Liability Insurance – Vendor must provide documentation of “Cyber Liability” insurance that will cover BHDDH in the case of an error, breach, ransomware, 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.
3.14.4	Business Associate Agreement (BAA) – Vendor must be willing to sign a BHDDH BAA (Attachment C) that certifies compliance with HIPAA Rules if awarded this RFP.
3.14.5	OHHS Contract – Vendor must be willing to sign the Rhode Island Office of Health and Human Service (OHHS) standard contract (Attachment D).

3.15	Data Migration (one time)
3.15.1	Data Transfer – The System must incorporate existing data of DDD and its contracted service providers, including the following
3.15.2	Demographic, Contact and Legal Guardian data for all individuals (pre-eligible, eligible, closed)
3.15.3	Current SIS tier and tracking data for all individuals
3.15.4	Three (3) years of quarterly authorizations for all individuals (Debit Authorization)
3.15.5	Three (3) years of authorizations that are sent to the State Accounts and Control
3.15.6	Three (3) years of claim data for all individuals
3.15.7	Providers and Payers from legacy billing systems
3.15.8	Paper Legal Guardian and other documents to be scanned for all individuals

<p>3.16</p>	<p>OPTIONAL Private Provider Usage of the System for non-BHDDH Services</p> <p>Note: The (4) items below are for informational purposes only. <u>Any pricing in this section will not be used in the RFP scoring process.</u> This section is strictly for informational purposes only.</p>
<p>3.16.1</p>	<p><i>Provider System Description</i> – Some of the 35 private providers may be interested in using the case management system that is integrated with the DDD case management system for their own purposes. The vendor must provide a detailed description of advantages and disadvantages for providers to use the vendor system for both DDD purposes and other purposes.</p>
<p>3.16.2</p>	<p><i>Configuration and Confidentiality</i> – Vendor must describe if there are configuration issues if a private provider uses the vendor system for both I/DD individuals (funded by DDD) AND for individuals that are not funded by DDD. For example, a private provider may offer services to <i>children</i> with disabilities but DDD only funds services for <i>adults</i> with I/DD. In this case, DDD must not have access to the provider’s children service data because they are not funded by DDD.</p>
<p>3.16.3</p>	<p><i>Vendor Pricing Discounts</i> – Vendor must indicate if they offer discounted pricing to private providers (based on the DDD licenses) who wish to utilize the vendor system for their own internal operations.</p>
<p>3.16.4</p>	<p><i>Vendor Pricing for Other Populations</i> – Vendor must indicate if their pricing changes if the private provider includes other populations of individuals that are not in the DDD case management system.</p>

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”. Note: there are approximately 275 requirements in these tables.

4.2 Capability, Capacity, and Qualifications of the Offeror (10 Points).

Provide the responses each of the requirements below:

A) Detailed description of vendor’s experience in successful implementations of remotely hosted, HIPAA compliant, web-based COTS or SaaS Case Management systems specific to I/DD programs. Vendors must have demonstrated experience and depth in the following areas:

- Experience with service delivery infrastructure and documentation related to the provision of services to persons with Intellectual/Developmental Disabilities.
- Familiarity with federal data and documentation standards and requirements for compliance with Medicaid, including Home and Community-Based Services.

B) List the specific State and Federal Government Agency names that currently use the vendors HIPAA compliant, web-based COTS or SaaS Case Management systems specific to I/DD programs.

For Example:

State or Federal	Agency Name
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 Case Management System and include the type of provider. BHDDH is particularly interested in I/DD agencies, but would like to know all types of agencies that use the proposed system.

For example:

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

D) Provide a list of three relevant State or Federal Agency references that have implemented the vendor’s Case Management system. Include the client names, addresses, contact person, job title, phone number and e-mail address and dates of service.

E) Provide the following information:

1. What third parties is the vendor is dependent upon? They should be listed, with a description of the required services.
2. Has the vendor been part of a merger, acquisition, or had a name change in the past three years? If, so please provide all names used in this period.
3. Describe any management changes or staff layoffs in the past three years.

4.3 Project Management Requirements (10 Points)

DDD will assign a Project Manager to work with the selected vendor's Project Manager. However, DDD has limited Project Management resources so the vendor must take a lead role with system implementation. The vendor must assign experienced Project Manager(s) who will be responsible for the detailed requirements, configuration, customization, testing, training, and go live of the case management system.

The vendor project manager is expected to host weekly status and monthly milestone meetings, as well as meetings with Division Subject Matter Experts (SME) to review Division business functions along with the data of existing information systems relevant to this project. SMEs and other staff should receive meeting requests and agenda at least a week in advance. Meeting minutes will be recorded by the vendor and distributed no later than noon the day prior to the next meeting, along with issues and key decisions. In their proposals, Vendors must include a confirmation that their project manager will schedule status review meetings as described above.

The State and the key contractor staff will work very closely together on this project. This includes an on-site presence when needed. The State will provide office space including furniture and phones for all on-site project staff. Vendor will be responsible for all other office necessities.

Provide responses to each of the requirements below:

A) Vendor must submit the name(s) of the specific project manager(s) that would be assigned and list their experience in an attached resume.
B) Vendor must provide the estimated amount of time that each of their project managers will spend on this project and describe how they will play a lead role with the case management system implementation.
C) Vendor must provide a description of the roles and skill sets that DDD must provide in order to have a successful system implementation. The vendor must indicate the estimated amount of time that each role will need to spend on this project. This should include IT staff as well as subject matter experts, operational, and administrative staff.
D) Vendor must provide a proposed project plan and timeline that lists all tasks, milestones, and duration. The estimated project kickoff will be March 1, 2017 and the project should not take more than 18 months complete.
E) Vendor must provide a description of the steps they will take in order to create the required <i>detailed</i> project plan once the RFP is awarded (meetings, discovery, workflow analysis, etc.) and address the requirements above.
F) The Vendor Project Director is the individual who has direct authority over the Vendor Project Manager and will be the responsible party if issues arise that cannot be resolved with the Vendor Project Manager. The Vendor Project Director does not need to be on-site except for designated meetings or as requested. It is critical that a named Vendor Project Director with appropriate experience be proposed.

4.4 Vendor Product Demonstration (15 Points)

Vendors will be contacted by the BHDDH/DDD in coordination with 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 or SaaS I/DD Case Management System.

The demonstration will consist of two parts:

An demonstration of the needed DDD functionality including roles, data entry screens, referral, eligibility, service plans, assessments, case notes, authorization, claims, queries, reports, workflow, alerts, in-system communications and portals.

An demonstration of the service delivery functionality including ADT, ISP, assessments, consumer accounting, consumer activity logs, claim billing, employment, incidents, appointments, consumer healthcare modules, program/nursing/progress notes and modules for employee management.

SECTION 5: COST PROPOSAL (30 Points)

Vendors must complete all five (5) parts in “Attachment A – Pricing for DDD Case Management System” which includes a detailed pricing narrative, payment schedule, and three Cost Tables. 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 tables.

Pricing must include but is not limited to all costs, including but not limited to, software, licensing, hardware, communications, configuration, customization, transactions, consultation, contractors, warranty, professional services, project management, technical support, training, 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:

Criteria	Possible Points
4.1) System Requirements	35 Points
4.2) Capability, Capacity, and Qualifications of the Offeror	10 Points
4.3) Project Manager Requirements	10 Points
4.2) Vendor Product Demonstration	15 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

*The Low bidder will receive one hundred percent (100%) of the available points for cost. All other Vendors 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 no later than the date and time indicated on page one of this solicitation. Please reference the **RFP # 7551018** 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) 222-8100.

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 with the **RFP# 7551018 BHDDH Division of Developmental Disabilities Case Management 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 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 downloaded from the RI Division of Purchases Internet home page at 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 5 year pricing.**
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>

Attachment A

Pricing for DDD Case Management System

Provide the following:

1. Complete the Case Management System Summary Cost Table (Table A-1). Totals from the detailed costs listed in Table A-2 should be reflected in the summary in Table A-1.
2. Complete the Detailed Requirements Cost Table (Table A-2).
3. Complete the Optional Items Cost Table (Table A-3) for any options proposed, including the items in section 3.16.
4. Provide a detailed narrative on how your pricing is calculated. For example, indicate if pricing is based on the number of user accounts, the number of active/closed/waiting individuals, software licenses, number of records/ transactions, volume of data, individual modules, etc.
 - If pricing is based on the number of user accounts, indicate if the user accounts are based on the number of named users or concurrent users. Also, indicate if there is a charge for user accounts that remain on the system in a “disabled” status.
 - If pricing is based on the number individuals with I/DD in the system, indicate if there is a charge for “closed”, “ineligible” or “inactive” individual cases:
 - that remain in the system.
 - that either have not yet been determined eligible or are not old enough to receive services from DDD.
5. Provide a payment schedule showing when payments are expected. BHDDH expects that the payment schedule will be based upon deliverables, implementation of fully operational modules/functionality, and go live date(s). It is also expected that there will be a warranty period after go live before annual fees begin to be incurred.
 - Indicate if any payments need to be made in advance of any deliverables. The schedule must indicate if any payments are expected before “Go Live”. Note: The State typically will not pay invoices until the products or services have been delivered.

Case Management System Cost Tables

Key for All Tables:

- 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 or does not apply.

Table A-1: Case Management System Summary Cost Table

Provide details for each item/service in Table A-2, and provide the summarized total costs here.

#	Item/Service	One-Time Cost	Base Term Year 1	Base Term Year 2	Base Term Year 3	Option Year 1	Option Year 2	Total Cost (One Time + 5-Yrs)
1	All Section 3 “Scope of Work” Requirements							
2	All Set Up and Installation							
3	All Customization							
4	All Configuration							
5	All Interface Services							
6	All Licensing Services							
7	All Hosting Services							
8	All Security Services							
9	All Support Services							
10	All Data Migration Services							
11	All On-Site Training							
12	All Online Training							
13	All Hot Spot Site Services							
14	All Backup and Recovery							
15	All Project Management and Implementation							
16	All Travel and Food Expenses							
17	Any Additional Items /Services							
Total Charges								

Table A-2: Detailed Requirements Cost Table

Provide the detailed cost breakdown for each area. Enter totals in the Summary Cost Table A-1. Options should be detailed in Table A-3. Formulas should be shown or state the basis for cost determine. Add rows as needed.

<i>EXAMPLE: Scope of Work Requirements</i>											
<i>Module/ Functionality</i>	<i>Unit of Measure</i>	<i>Cost/ Unit</i>	<i># of Units</i>	<i>Formula</i>	<i>One- Time Cost</i>	<i>Base Term Year 1</i>	<i>Base Term Year 2</i>	<i>Base Term Year 3</i>	<i>Option Year 1</i>	<i>Option Year 2</i>	<i>Total Cost (One Time + 5-Years)</i>
<i>Core</i>	<i>Concurrent User</i>	<i>\$500</i>	<i>100</i>	<i>Cost X # of Units</i>	<i>\$50,000</i>	<i>\$10,000</i>	<i>\$10,000</i>	<i>\$10,000</i>	<i>\$10,000</i>	<i>\$10,000</i>	<i>\$100,000</i>
<i>Project Management</i>											
<i>Activity</i>	<i>Unit of Measure</i>	<i>Cost/ Unit</i>	<i># of Units</i>	<i>Formula</i>	<i>One- Time Cost</i>	<i>Base Term Year 1</i>	<i>Base Term Year 2</i>	<i>Base Term Year 3</i>	<i>Option Year 1</i>	<i>Option Year 2</i>	<i>Total Cost (One Time + 5-Years)</i>
<i>Project Mgr</i>	<i>Flat Fee</i>	<i>\$15,000</i>	<i>NA</i>	<i>Flat Fee</i>	<i>\$15,000</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>	<i>\$15,000</i>

1. SCOPE OF WORK REQUIREMENTS										
If there is no separation of modules/functionality, enter "Complete Package" on the first line and complete the rest of the table.										
Module/Functionality	Unit of Measure	Cost/Unit	Formula	One- Time Cost	Base Term Year 1	Base Term Year 2	Base Term Year 3	Option Year 1	Option Year 2	Total Cost (One Time + 5-Years)
TOTAL										

2. SET UP AND INSTALLATION

Activity/Item	Units	Cost/Unit	Formula	One-Time Cost	Base Term Year 1	Base Term Year 2	Base Term Year 3	Option Year 1	Option Year 2	Total Cost (One Time + 5-Years)
TOTAL										

3. CUSTOMIZATION

Activity/Item	Units	Cost/Unit	Formula	One-Time Cost	Base Term Year 1	Base Term Year 2	Base Term Year 3	Option Year 1	Option Year 2	Total Cost (One Time + 5-Years)
TOTAL										

4. CONFIGURATION

Activity/Item	Units	Cost/Unit	Formula	One-Time Cost	Base Term Year 1	Base Term Year 2	Base Term Year 3	Option Year 1	Option Year 2	Total Cost (One Time + 5-Years)
TOTAL										

5. INTERFACES

Activity/Item	Units	Cost/Unit	Formula	One-Time Cost	Base Term Year 1	Base Term Year 2	Base Term Year 3	Option Year 1	Option Year 2	Total Cost (One Time + 5-Years)
TOTAL										

6. LICENSING										
Activity/Item	Units	Cost/Unit	Formula	One-Time Cost	Base Term Year 1	Base Term Year 2	Base Term Year 3	Option Year 1	Option Year 2	Total Cost (One Time + 5-Years)
TOTAL										

7. HOSTING										
Activity/Item	Units	Cost/Unit	Formula	One-Time Cost	Base Term Year 1	Base Term Year 2	Base Term Year 3	Option Year 1	Option Year 2	Total Cost (One Time + 5-Years)
TOTAL										

8. SECURITY										
Activity/Item	Units	Cost/Unit	Formula	One-Time Cost	Base Term Year 1	Base Term Year 2	Base Term Year 3	Option Year 1	Option Year 2	Total Cost (One Time + 5-Years)
TOTAL										

9. SUPPORT										
Activity/Item	Units	Cost/Unit	Formula	One-Time Cost	Base Term Year 1	Base Term Year 2	Base Term Year 3	Option Year 1	Option Year 2	Total Cost (One Time + 5-Years)
TOTAL										

10. DATA MIGRATION										
Activity/Item	Units	Cost/Unit	Formula	One-Time Cost	Base Term Year 1	Base Term Year 2	Base Term Year 3	Option Year 1	Option Year 2	Total Cost (One Time + 5-Years)
TOTAL										

11. ON-SITE TRAINING										
Activity/Item	Units	Cost/Unit	Formula	One-Time Cost	Base Term Year 1	Base Term Year 2	Base Term Year 3	Option Year 1	Option Year 2	Total Cost (One Time + 5-Years)
TOTAL										

12. ONLINE TRAINING										
Activity/Item	Units	Cost/Unit	Formula	One-Time Cost	Base Term Year 1	Base Term Year 2	Base Term Year 3	Option Year 1	Option Year 2	Total Cost (One Time + 5-Years)
TOTAL										

13. HOT SPOT SITE SERVICES										
Activity/Item	Units	Cost/Unit	Formula	One-Time Cost	Base Term Year 1	Base Term Year 2	Base Term Year 3	Option Year 1	Option Year 2	Total Cost (One Time + 5-Years)
TOTAL										

14. BACKUP AND RECOVERY										
Activity/Item	Units	Cost/Unit	Formula	One-Time Cost	Base Term Year 1	Base Term Year 2	Base Term Year 3	Option Year 1	Option Year 2	Total Cost (One Time + 5-Years)
TOTAL										

15. PROJECT MANAGEMENT AND IMPLEMENTATION										
Activity/Item	Units	Cost/Unit	Formula	One-Time Cost	Base Term Year 1	Base Term Year 2	Base Term Year 3	Option Year 1	Option Year 2	Total Cost (One Time + 5-Years)
TOTAL										

16. TRAVEL AND FOOD EXPENSES										
Activity/Item	Units	Cost/Unit	Formula	One-Time Cost	Base Term Year 1	Base Term Year 2	Base Term Year 3	Option Year 1	Option Year 2	Total Cost (One Time + 5-Years)
TOTAL										

17. ADDITIONAL ITEMS/SERVICES										
Activity/Item	Units	Cost/Unit	Formula	One-Time Cost	Base Term Year 1	Base Term Year 2	Base Term Year 3	Option Year 1	Option Year 2	Total Cost (One Time + 5-Years)
TOTAL										

Table A-3: Optional Items Cost Table

Please include any optional items in this table, including those in Section 3.16.

OPTIONAL ITEMS										
Activity/Item	Units	Cost/Unit	Formula	One-Time Cost	Base Term Year 1	Base Term Year 2	Base Term Year 3	Option Year 1	Option Year 2	Total Cost (One Time + 5-Years)
TOTAL										

**BHDDH Division of Developmental Disabilities
Case Management System**

Attachment B

Additional Financial Management Information Package

BHDDH DD Debit Authorization System

Claims Processing Program Codes

Description	Auths (DASM)	Units/Dollars	Claims	Eligibility
Community Support / Family Services	MBD010	Dollars	MBD011	03 - waiver
			MDB012	medicaid
			MBD013	state only - DD
Residential (24-hour supports)	MBD020	Units	MBD020	03 - waiver
Home Health	MBD030	Units	MBD030	03 - waiver
RICLAS Residential *	MBD040	Units	MBD040	03 - waiver / LTC - LTEI
One-time Services	MBD050	Dollars	MBD050	03 - waiver
Ancillary Services (Transportation/Case Management)	MBD060	Units	MBD061	03 - waiver
			MBD062	medicaid
			MBD063	state only - DD
State Funded	MBD070	Dollars (or Units)	MBD071	03 - waiver / medicaid / state only - DD
Durable Medical Equipment (DME) ***	n/a		MBD080	03 - waiver
Professional Services	MBD090			
BHDDH Support Services CNOM **	BHD010	Dollars (or Units)	BHD011	(CNOM - BH)

* for RICLAS Residential, authorizations do not decrement in the MMIS

** for CNOM, the MID always starts with '92' (as in: 92x-xx-xxxx)

*** for DME, authorizations are created by DHS

\ApDev\DDD Debit Authorization System\Program Codes Chart

dtd 11/9/12

BHDDH DD Debit Authorization System
Authorized Program Codes Mapped to the Caseload Residence Types

Description	Program	F	D	I	H	L	U	O	R	E	B	S	P	W	A	N
Community Support / Family Services	MBD010	YES	n/a	YES	YES	YES	YES	no	YES	YES	YES	YES	n/a	YES	YES	n/a
Residential (24-hour supports)	MBD020	no	n/a	no	no	YES	YES	YES	no	no	no	YES	n/a	no	no	n/a
Home Health	MBD030	YES	n/a	YES	no	YES	YES	no	no	no	no	YES	n/a	no	no	n/a
RICLAS Residential	MBD040	no	n/a	no	no	no	no	no	YES	no	no	no	n/a	no	no	n/a
One-time Services	MBD050	YES	n/a	YES	no	YES	YES	no	no	no	no	YES	n/a	no	no	n/a
Transportation / Ancillary Services	MBD060	YES	n/a	YES	YES	YES	YES	no	YES	YES	YES	YES	n/a	no	YES	n/a
State Funded	MBD070	YES	n/a	YES	YES	YES	YES	YES	no	no	no	YES	n/a	YES	no	n/a
Durable Medical Equipment	(MBD080)	n/a														
Professional Services	MBD090	tbd	n/a	tbd	n/a	tbd	tbd	n/a								
BHDDH Support Services CNOM	BHD010	YES	n/a	YES	YES	no	n/a	YES	no	n/a						

Caseload Residence Types:	Notes:	Service Package Types:	subgroup
F = Family Supports (non-24 hour)		Living with Family (F)	10
D = DCYF Family	Authorizations done by DHS.		
I = Independent (non-24 hour)		Living Independently (I)	20
H = Homeless			
L = Licensed Group Home (24-hour)		Residential Supports (R)	30
U = Unlicensed Group Home (24-hour)			
O = Out of State			
R = RICLAS Group Home or Special Care Facility			
E = Eleanor Slater or Zambarano Hospital with Day			
B = Behavioral Health or Mental Health Facility with Day			
S = Shared Living Arrangement (SLA)		Shared Living (S)	40
P = DCYF Placement	Authorizations done by DHS.		
W = Nursing Home with Day Program		Day Program Only Supports (D)	50
A = Assisted Living with Day			
N = No services - other living arrangement		n/a	99

DD Fiscal Authorization State MMIS Transfer Record Layouts

System must send authorization data to the State MMIS on a daily basis by using their secure website with the URL = <https://ridhssecureftp.com/>. The following must be included for each authorization and provided in xml format:

- File submit date
- Record Type of "A", "U", or "C" to indicate ADD, UPDATE, or CANCEL
- Individual's Unique Identifying Number (Social Security Number or CNOM Number)
- Authorization Type of "PC", "PS", "PP", or "AA" to indicate Program Code Only, Program Code/Service Specific, Program Code/Provider Specific, or Program Code/Service/Provider Specific.
- BHDDH authorization number
- State MMIS number (only sent with an UPDATE)
- Program Code, used to group like-services together ("MBD010", "MBD020", etc.)
- Provider Indicator, where most typical is "T" for Tax ID/FEIN number, or "N" for NPI
- Provider Identifier, FEIN or NPI
- Service Indicator of "P" or "A" for procedure, or authorization is not service specific.
- Service Value of HCPC
- Service Modifiers of which there can be up to 4
- Authorization Start Date
- Authorization End Date
- Authorization Value Type of "D" or "U" for Dollars or Units
- Authorization Action of "I" or "D" for increase or decrease
- Adjusted Authorization Value of the amount of authorization increase or decrease
- New Authorization Value of Total Dollars or Units for the Authorization.
- Reason Code provides the reason for the transaction

System must download the corresponding return file from the State MMIS on a daily basis by using their secure website with the URL = <https://ridhssecureftp.com/>. The return file contains the following:

- File submit date
- Record type code
- Process indicator
- Individual's Unique Identifying Number (SSN or CNOM)
- Authorization Type of "PC", "PS", "PP", or "AA" to indicate Program Code Only, Program Code/Service Specific, Program Code/Provider Specific, or Program Code/Service/Provider Specific.
- BHDDH authorization number
- State MMIS number (only sent with an UPDATE)
- Program Code, used to group like-services together ("MBD010", "MBD020", etc.)
- Authorization Start Date
- Authorization End Date
- Error Code
- Error Description
- File return date

BHDDH DD Debit Authorization System Status

AUTH_MAST STATUS (am_status)					
TRANSACTION	ENTERED	LOCKED	SENT	ACCEPTED	REJECTED
ADD	1	2	3	4	X
UPDATE	5	6	7	8	Y
CANCEL	A	B	C	D	Z

dtd: 8/31/2011

DD Fiscal Rollover Exception Reports

Reports to be run before rolling include but are not limited to:

- Individuals with closed dates and current authorizations
- Individuals with closed dates before an authorization end date
- Individuals with closed dates and authorizations set to roll.
- No individual anniversary date
- No case management provider authorizations
- No case management provider name for an individual
- Rolling an authorization that has already been set up in the future quarter
- Authorizations where rate times units does not equal dollars
- Authorizations where end date is not the last day of the quarter and TR is not "N"
- Unaccepted authorizations with status of "X", "Y", or "Z" that will roll
- Non-residential residence type where the program code indicates the type is residential.
- The authorization's residence type does not match the residence type in the caseload table.
- Extra funding (L9) or a homeless residence type with TR is not "N".
- A master TR is "Y" with no detail TR sent to "Y"
- TR set to "U" and the authorization is not in full quarter
- List of the TR is "A" authorizations to review
- An individual has less than 5 days a week of authorizations, but has full quarter's worth of units.
- FI is "Y" and TR is "Y"
- Tier associated with authorization is not the last notified tier (possible new tier)

Reports to be run after rolling and before sending to the State MMIS include but are not limited to:

- Individuals with authorizations in the previous quarter have no new authorizations
- Very expensive individuals (out of bounds)
- Individuals authorized over current tier level/service package combination

"Generated Rollover Authorization" Flag (am_generated) Values

Value	Description	To Be Rolled	Value Entry Process	Comments	Roll To
M	Manual Entry	Yes	automatic (new auth created - add)	Note: Cannot be changed	R or E
R	Roll again	Yes	automatic (not at anniversary date quarter)	Note: Cannot be changed	R or E
E	End	No	automatic (at anniversary date quarter)	Must update to "P" to continue	n/a
P	Plan in - roll	Yes	manual (updates all client's auths to "P")	Note: Plan is on file for the next year of services	R

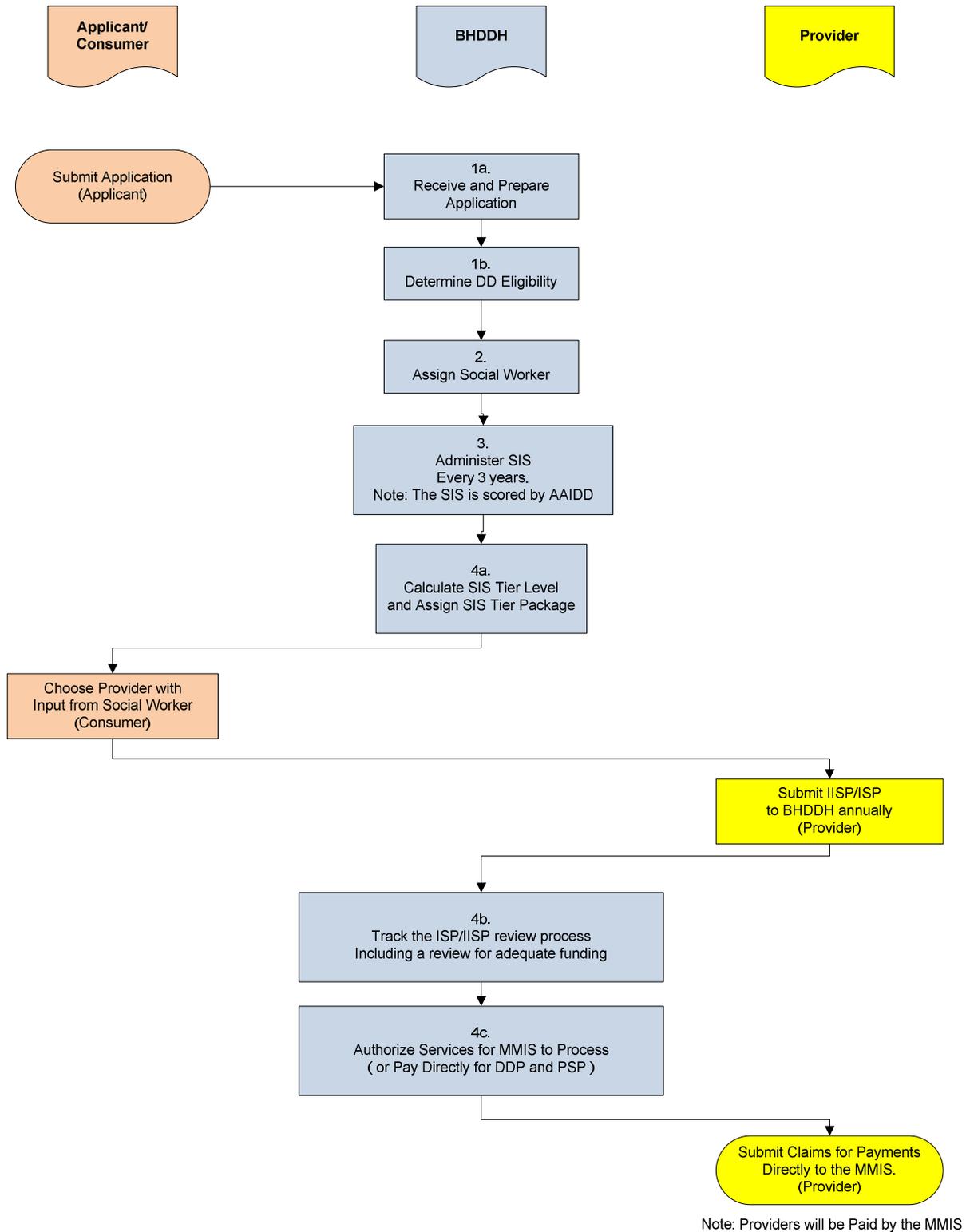
"Type of Rollover" Flag (am_rollover_flg) Values

Value	Description	To Be Rolled	Value Entry Process	Comments	Roll To
Y	Yes - roll	Yes	manual (automatically perpetuated)	Roll new # of units for quarter; Amount is calculated	Y
U	Roll Units	Yes	manual (automatically perpetuated)	Roll units as is; Amount is re-calculated	U
A	Roll As is	Yes	manual (automatically perpetuated)	Roll amount and units as is; Rates may not match	A
N	No - don't roll	No	manual	Note: Does not allow the auth to roll	n/a

dtd: 8/17/16

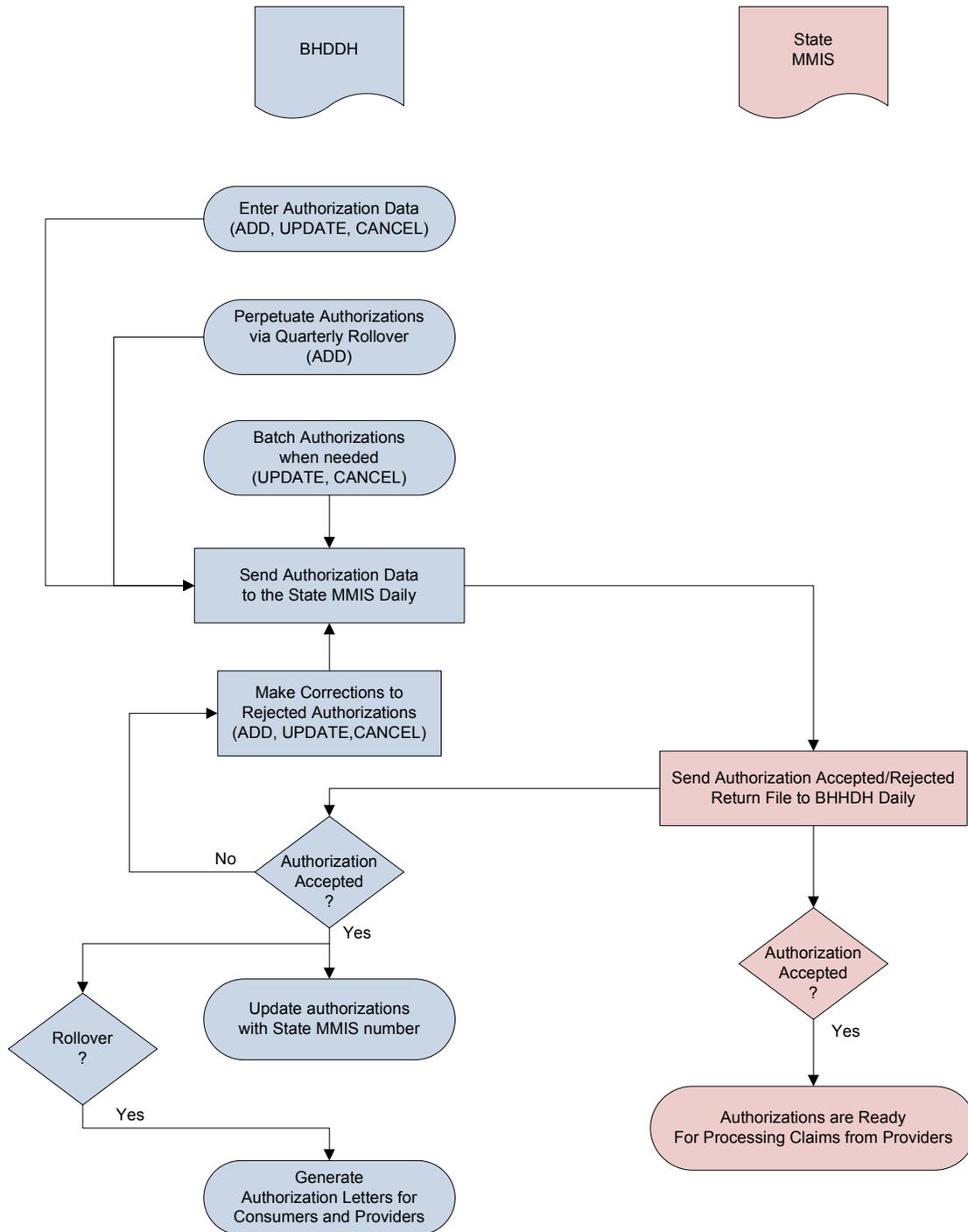
DD Overall Flow Chart

Monday, September 19, 2016



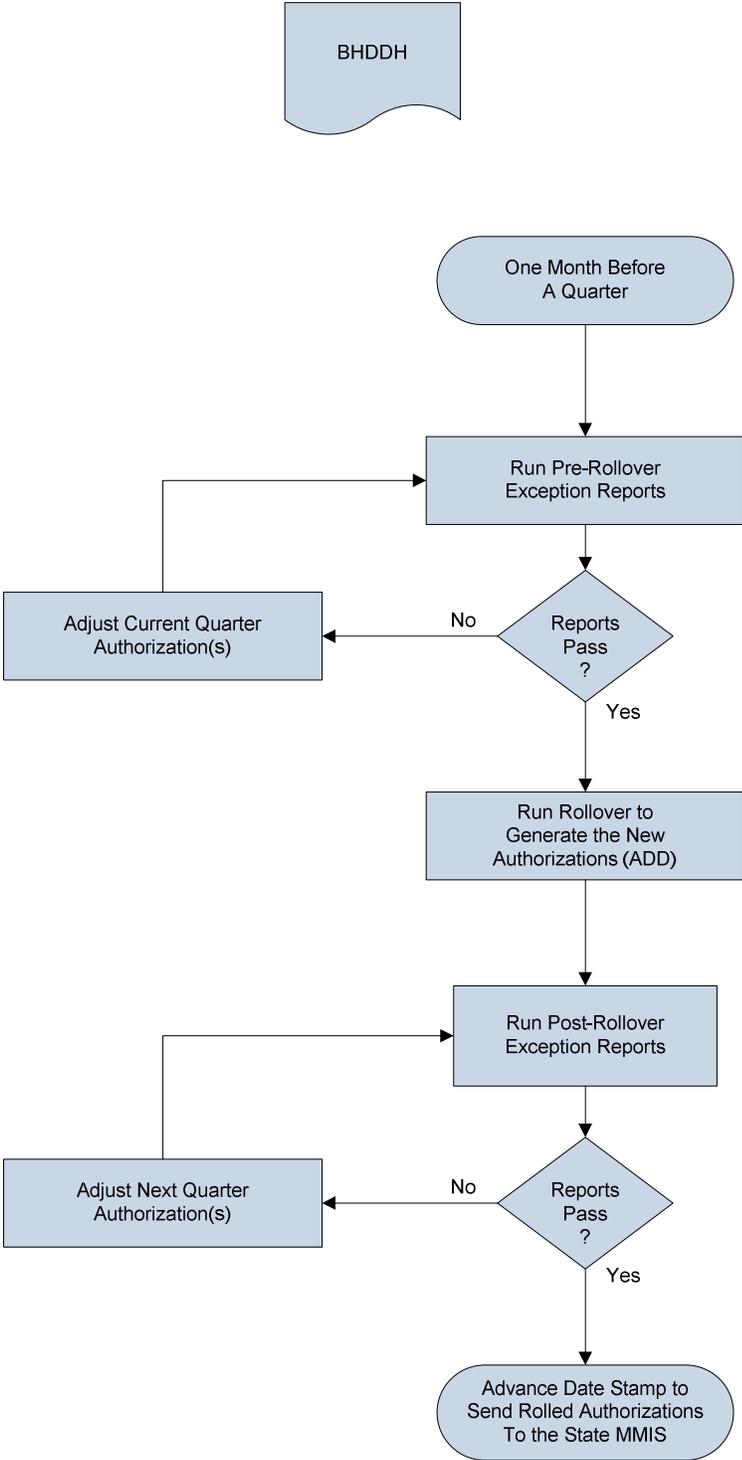
DD Fiscal Authorization Data and the State MMIS Flow Chart

Monday, September 19, 2016



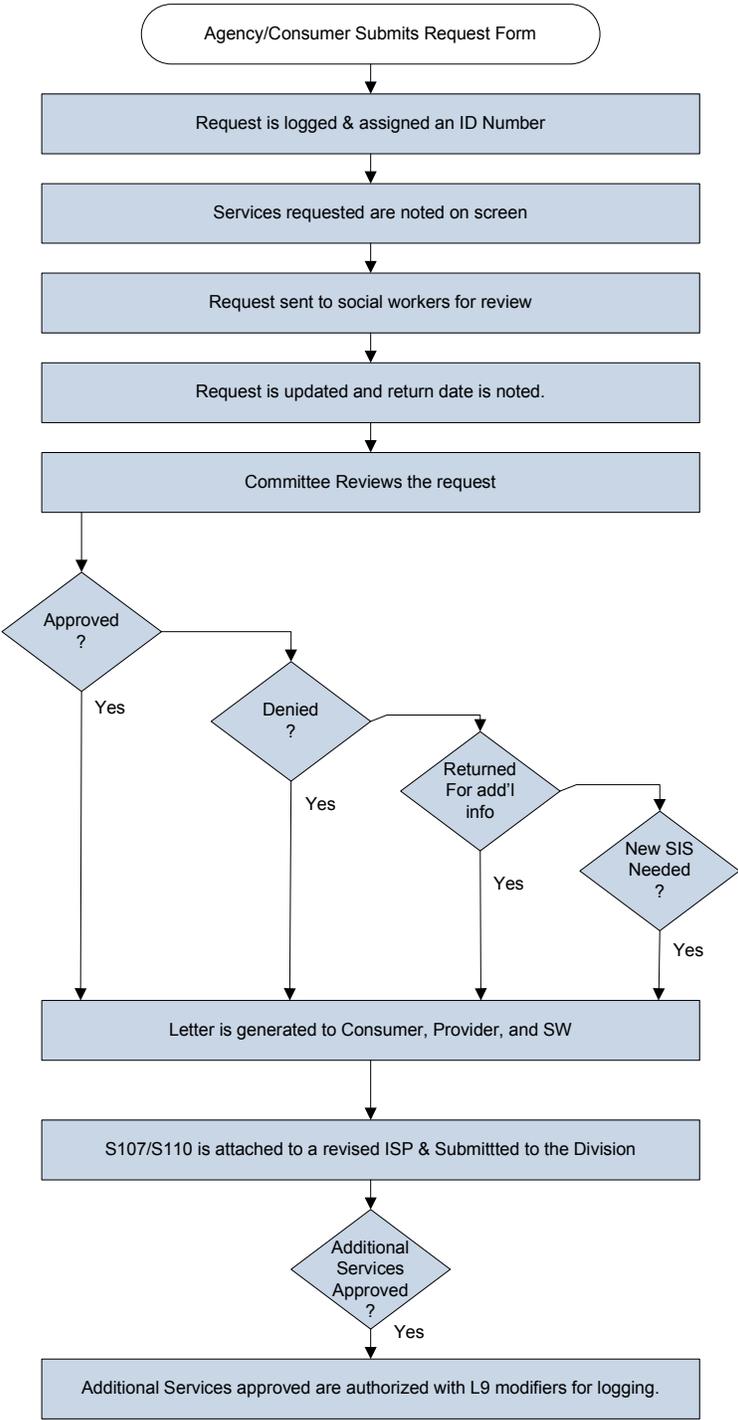
DD Fiscal Authorization Quarterly Rollover Flow Chart

Monday, September 19, 2016



DD Fiscal Funding Request Procedure (S106/S109)

Monday, September 19, 2016



Attachment C

Business Associate Agreement

Except as otherwise provided in this Business Associate Agreement Addendum, (INSERT AGENCY OR 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, Department of Behavioral Healthcare, Developmental Disabilities and Hospitals (“BHDDH”) (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, 134.402, 164.410, 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, BHDDH and Business Associate, awarded pursuant to State of Rhode Island’s Purchasing Law (Chapter 37-2 of the Rhode Island General Laws) and Rhode Island Department of Administration, Division of Purchases, Purchasing Rules, Regulations, and General Conditions of Purchasing.

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Obligations and Activities of Business Associate.

- A. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as required by Law, provided such use or disclosure would also be permissible by law by Covered Entity.
- B. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. Business Associate agrees to implement Administrative Safeguards, Physical Safeguards and Technical Safeguards ("Safeguards") that reasonably and appropriately protect the confidentiality, integrity and availability of PHI as required by the "Security Rule."
- C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- D. Business Associate agrees to report to Covered Entity by telephone call plus e-mail, web form, or fax the discovery of 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 one (1) hour and in no case later than forty-eight (48) hours of the breach and/or Security 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 by telephone call plus e-mail, web form, or fax upon the discovery of any breach of within one (1) hour and in no case later than forty-eight (48) hours after discovery of the breach and/or Security Incident. 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 written notification of the conditions that make return or destruction infeasible. Such written notice must be provided to the Covered Entity no later than sixty (60) days prior to the expiration of this Agreement. 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. This provision regarding written notification shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.

7. Miscellaneous.

- a. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- b. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the Privacy and Security Rules and HITECH.
- c. The respective rights and obligations of Business Associate under Section 6 (c) and (d) of this Agreement shall survive the termination of this Agreement.
- d. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA and HITECH.
- e. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- f. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person other than Covered Entity, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.
- g. Modification of the terms of this Agreement shall not be effective or binding upon the parties unless and until such modification is committed to writing and executed by the parties hereto.
- h. This Agreement shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.
- i. Should any provision of this Agreement be found unenforceable, it shall be deemed severable and the balance of the Agreement shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.

- j. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the State of Rhode Island, including all matters of construction, validity and performance.
- k. All notices and communications required or permitted to be given hereunder shall be sent by certified or regular mail, addressed to the other part as its respective address as shown on the signature page, or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.
- l. This Agreement, including such portions as are incorporated by reference herein, constitutes the entire agreement by, between and among the parties, and such parties acknowledge by their signature hereto that they do not rely upon any representations or undertakings by any person or party, past or future, not expressly set forth in writing herein.
- m. Business Associate shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Business Associate and its employees, agents, representatives or subcontractors against any and all claims or claims for damages arising under this Business Associate Agreement and such insurance coverage shall apply to all services provided by Business Associate or its agents or subcontractors pursuant to this Business Associate Agreement. Business Associate shall indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs and other expenses (including but not limited to, reasonable attorneys' fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to prevent or remedy possible identity theft, financial harm, reputational harm, or any other claims of harm related to a breach) incurred as a result of, or arising directly or indirectly out of or in connection with any acts or omissions of Business Associate, its employees, agents, representatives or subcontractors, under this Business Associate Agreement, including, but not limited to, negligent or intentional acts or omissions. This provision shall survive termination of this Agreement.

8. Acknowledgment.

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

SIGNATURES ON NEXT PAGE

Acknowledged and agreed to by:

STATE OF RHODE ISLAND:

REBECCA BOSS, ACTING DIRECTOR
DEPARTMENT OF BEHAVIORAL
HEALTHCARE, DEVELOPMENTAL
DISABILITIES AND HOSPITALS

AUTHORIZED AGENT
TITLE: _____

Printed Name

Printed Name

Date

Date

Agreement Number:

AGREEMENT

Between the

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

**DEPARTMENT OF BEHAVIORAL HEALTHCARE, DEVELOPMENTAL
DISABILITIES AND HOSPITALS**

and

[insert name of Contractor]

Name of Contractor: **Name of Contractor**

Title of Agreement: **ABC Agreement**

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

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

Performance Period: **July 1, 2016 to June 30, 2017 (EXAMPLE)**

A G R E E M E N T

This agreement, hereinafter "Agreement", including attached ADDENDA, is hereby entered into this (DATE PRESENTED) _____ day of _____ 201#, by and between the State of Rhode Island acting by and through the **Department of Behavioral Healthcare, Developmental Disabilities and Hospitals** (hereinafter referred to as "BHDDH"), and _____ (hereinafter referred to as "the Contractor").

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

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

PAR. 1. GOVERNING LAW AND GENERAL TERMS AND CONDITIONS

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

PAR. 2. PERFORMANCE

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

In accordance with 2 CFR §200.331 (d) BHDDH will:

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

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

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

PAR. 3. TIME OF PERFORMANCE

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

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

PAR. 4. PROJECT OFFICER – EXECUTIVE OFFICE

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

PAR. 5. PROJECT OFFICER – CONTRACTOR

The Contractor shall appoint a Project Officer to be responsible for coordinating and reporting work performed by the Contractor agency under this Agreement. The Project Officer shall notify BHDDH in writing immediately, and seek approval from BHDDH, should a change to this Agreement be necessary in the opinion of the Project Officer. Under no circumstances will a change be undertaken without the prior written approval of BHDDH.

PAR. 6. BUDGET

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

PAR. 7. METHOD OF PAYMENT AND REPORTS

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

PAR. 8. TERMINATION AND/OR DEFAULT OF AGREEMENT

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

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

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

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

1. Stop work under this contract on the date and to the extent specified in the notice of termination.
2. Take such action as may be necessary, or as BHDDH's project manager may reasonably direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which BHDDH has or may acquire an interest.
3. Terminate all orders to the extent that they relate to the performance of work terminated by the notice of termination.
4. Subject to the provisions of this paragraph, assign to BHDDH in the manner and to the extent directed by BHDDH's project officer all of the rights, title, and interest of the Contractor under the orders so terminated, in which case BHDDH shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders, however, notwithstanding this provision, the Contractor will not be obligated to assign any such rights, title or interest in the absence of payment therefore by BHDDH.
5. With the approval or ratification of BHDDH's project manager, initiate settlement of all outstanding liabilities and all claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this contract. Prior to a final settlement of said outstanding liabilities and claims arising out of such termination, final written approval of BHDDH's project manager must be obtained. Final approval by BHDDH shall not be unreasonably withheld.
6. Subject to the provisions of this paragraph, transfer title, or if the Contractor does not have title, then transfer their rights to BHDDH (to the extent that title has not already been transferred) and deliver in the manner, at reasonable times, and to the extent reasonably directed by BHDDH's project manager all files, processing systems, data manuals, or other documentation, in any form, that relate to all the work completed or in progress prior to the notice of termination.
7. Complete the performance of such part of the work as shall not have been terminated by the notice of termination. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.
8. Unless terminated by BHDDH for default of the Contractor, the Contractor shall be entitled to reasonable account shut down expenses associated with such termination including the penalties associated with early termination of lease, software, hardware, and any other unamortized or incremental expenses accrued but not charged, excluding anticipated profits which shall not be reimbursed. The Contractor shall submit all identified shut down expenses associated with such termination incurred before and prior to the termination date. Any damages to BHDDH shall offset any shutdown expenses to BHDDH.
9. The Contractor acknowledges and agrees the services and/or deliverables provided under this Agreement are very important to BHDDH and that upon

expiration or termination of the Agreement, must be continued without interruption whether by the State, BHDDH, governmental agency or another private entity (“successor entity”). Prior to the end of the Termination and up to sixty (60) days thereafter, the Contractor agrees to make an orderly transition of contract and/or deliverables hereunder and to perform any and all tasks in good faith that are necessary to preserve the integrity of the work performed by the Contractor on behalf of BHDDH. Upon termination or expiration of the Agreement, the Contractor, shall, if requested by BHDDH at least thirty (30) days prior to such termination or expiration, provide reasonable training for the successor entity and/or continued performance of services. For providing such training or continued performance after the Term of the Agreement, BHDDH shall pay the Contractor at mutually agreed rates for personnel used in providing such training and/or services unless services delivered are already defined herein and rates established then such rates shall apply for such period. Should any missing data, materials, documents, etc., be discovered after expiration or termination, a grace period of one hundred and twenty (120) days shall be in effect during which the data, materials, documents, etc., is to be provided at a predetermined cost or at no additional cost if the Contractor caused the loss. Lost data shall be provided to BHDDH in form acceptable to BHDDH.

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

- a) The stop work order results in an increase in the time required for, or in the Contractor’s cost properly allocable to the performance of any part of this agreement; and
- b) The Contractor asserts its right to an equitable adjustment within ninety (90) days after the end of the period of work stoppage; provided, that if the state decides the facts justify the action, the state may receive and act upon a proposal submitted at any time before final payment under this Agreement.

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

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

The Contractor's liability to BHDDH for any damages arising out of or related to this Agreement, regardless of the form of action that imposes liability, whether in contract, equity, negligence, intended conduct, tort or otherwise, and including any direct damages incurred by BHDDH due to the intentional tortious actions of the Contractor in the

performance or nonperformance of its obligations under this Agreement is not limited to the total fees paid by BHDDH to the Contractor under this Agreement. Also, there should be no limitation of the Contractor's liability for disclosure of confidential information or intellectual property infringement. Neither party shall be liable for any amounts for loss of income, profit or savings or incidental, consequential, indirect, exemplary, severance pay, punitive, or special damages of any party, including third parties arising out of or related to this Agreement; provided, however, that the foregoing shall not be deemed to limit in any way the provisions of **ADDENDUM XIII - LIQUIDATED DAMAGES** of this Agreement.

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

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

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

Assurances before breach

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

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

Executive Office's options at termination

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

a) Retain all or a portion of such hardware, equipment, software, and documentation as has been provided, obtaining clear title or rights to the same, and procure upon such terms and in such manner as BHDDH's project manager may deem appropriate, hardware, equipment, software, documentation, or services as are necessary to complete the project; or

b) Notwithstanding the above, except as otherwise agreed, nothing herein shall limit the right of BHDDH to pursue any other legal remedies against the Contractor.

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

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

PAR. 10. MODIFICATION OF AGREEMENT

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

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

Availability of Funds

It is understood and agreed by the parties hereto that all obligations of BHDDH, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State and Federal funds, and in no event shall BHDDH be liable for any payments hereunder in excess of such available and appropriated funds. In the event that the amount of any available or appropriated funds provided by the State or Federal sources for the purchase of services hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified amount of services to be purchased hereunder for any reason whatsoever,

BHDDH shall notify the Contractor of such reduction of funds available and BHDDH shall be entitled to reduce its commitment hereunder as it deems necessary, but shall be obligated for payments due to the Contractor up to the time of such notice. Neither party shall be liable for any amounts for loss of income, profit or savings or incidental, consequential, indirect, exemplary, severance pay, punitive, or special damages of any party, including third parties arising out of or related to this Agreement.

PAR. 11. SUBCONTRACTS

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

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

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

PAR. 12. CONTRACTOR'S LIABILITY/INDEMNIFICATION

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

any staff person or persons in the performance of this Agreement, unless caused by the willful misconduct or gross negligence of the Indemnitees.

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

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

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

PAR. 13. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

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

Pursuant to Title VI and Section 504, as listed above and as referenced in **ADDENDA V AND VI**, which are incorporated herein by reference and made part of this Agreement, the Contractor shall have policies and procedures in effect, including, mandatory written compliance plans, which are designed to assure compliance with Title VI section 504, as referenced above. An electronic copy of the Contractor’s written compliance plan, all relevant policies, procedures, workflows, relevant chart of responsible personnel, and/or self-assessments must be available to BHDDH upon request.

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

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

and/or self-assessments, as referenced above, by the Contractor and/or any subcontractor or vendor of the Contractor.

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

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

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

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

PAR. 14. ASSIGNABILITY

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

PAR. 15. COPYRIGHTS

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

title and interest in State Property, if any, including but not limited to trademarks and copyrights. The State hereby grants to the federal government, and the federal government reserves, a royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose or otherwise use and to authorize others to use for federal government purposes such software, modifications and documentation designed, developed or installed with federal financial participation.

The Contractor agrees that no findings, listing, or information derived from information obtained through performance, as described in the Scope of Work in Addendum I with or without identifiers, may be released or publicly disclosed in any form for any purpose if such findings, listing, or information contain any combination of data elements that might allow an individual to determine a beneficiary's identification without first obtaining written authorization from BHDDH's project officer. Examples of such data elements include, but are not limited to geographic indicators, age, sex, diagnosis, procedure, date of birth, or admission/discharge date(s). The Contractor agrees further that BHDDH shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from BHDDH's files identify or would, with reasonable effort, permit one to identify an individual, or to deduce the identifying of an individual to a reasonable degree of certainty. The Contractor agrees that the conditions set forth herein apply to any materials presented or submitted review and/or publication that contain individual identifying elements in the information obtained, as stated above, unless such information is presented in the aggregate. Under no circumstance, shall the Contractor publicly disclose or present or submit any materials for review and/or publication that contains an individual's social security number, in part or in whole. The Contractor is hereby notified that all initial data received from EOHHS is considered confidential by BHDDH. For further requirements regarding confidentiality of information please refer to Paragraph 23 of this Agreement.

With respect to claims arising from computer hardware or software manufactured by a third party and sold by the Contractor as a reseller, the Contractor will pass through to BHDDH such indemnity rights as it receives from such third party ("third party obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the third party obligation, the Contractor will provide BHDDH with indemnity protection equal to that called for by the third party obligation, but in no event greater than that called for in the first sentence of this Paragraph the provisions of the preceding sentence apply only to third party computer hardware or software sold as a distinct unit and accepted by BHDDH. Unless a third party obligation provides otherwise, the defense and payment obligations set forth in this Paragraph will be conditional upon the following:

1. BHDDH will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time;
2. The Contractor will have sole control of the defense of any action on all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Rights by any product or service provided hereunder; and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future state operations or liability, or when involvement of the state is otherwise mandated by law, the state may participate in

such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the state will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and

3. The State will reasonably cooperate in the defense and in any related settlement negotiations.

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

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

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

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

PAR. 16. PARTNERSHIP

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

PAR. 17. INTEREST OF CONTRACTOR

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

PAR. 18. FEDERAL FUNDING PROVISIONS

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

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

PAR. 19. FUNDING DENIED

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

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

PAR. 20. ACCESSIBILITY AND RETENTION OF RECORDS

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

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

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

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

PAR. 21. CAPITAL ASSETS

The Contractor agrees that any capital assets purchased on behalf of BHDDH on a pass-through basis and used on behalf of BHDDH by the Contractor shall upon payment by BHDDH, become the property of BHDDH unless otherwise agreed to by the parties and may be utilized by the Contractor in a reasonable manner. Capital assets are defined as any item having a life expectancy of greater than one (1) year and an initial cost of greater than five thousand dollars (\$5,000) per unit, except greater than five hundred dollars (\$500) per unit for computer equipment.

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

PAR. 22. COMPETITIVE BIDS

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

PAR. 23. SECURITY AND CONFIDENTIALITY

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

The Contractor expressly agrees and acknowledges that said confidential information provided to and/or transferred to provider by BHDDH or to which the Contractor has access to for the performance of this Agreement is the sole property of BHDDH and shall not be disclosed and/or used or misused and/or provided and/or accessed by any other individual(s), entity(ies) and/or party(ies) without the express written consent of

BHDDH. Further, the Contractor expressly agrees to forthwith return to BHDDH any and all said data and/or information and/or confidential information and/or database upon BHDDH's written request and/or cancellation and/or termination of this Agreement.

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

The Contractor agrees to abide by all applicable, current and as amended Federal and State laws and regulations governing the confidentiality of information, including to but not limited to the Business Associate requirements of HIPAA (WWW.HHS.GOV/OCR/HIPAA), to which it may have access pursuant to the terms of this Agreement. In addition, the Contractor agrees to comply with BHDDH confidentiality policy recognizing a person's basic right to privacy and confidentiality of personal information. ("confidential records" are the records as defined as not public in R.I. Gen. Laws 38-2-2-(4) (A)-(AA) entitled "Access to Public Records").

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

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

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

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

The Contractor shall notify BHDDH and BHDDH's designated security officer by telephone call plus e-mail, web form or fax upon the discovery of any breach of security of PHI, PII or SI or suspected breach of security of PHI, PII or SI (where the use or disclosure is not provided for and permitted by this Agreement) of which it becomes aware within one (1) hour and in no case later than forty-eight (48) hours of the breach and/or Security Incident. The Contractor shall, within forty-eight (48) hours, notify BHDDH and BHDDH's designated security officer of any suspected breach of unauthorized electronic access, disclosure or breach of confidential information or any successful breach of unauthorized electronic access, disclosure or breach of confidential information. A breach is defined pursuant to HIPAA guidelines as well as those found in the "Health Information Technology for Economic and Clinical Health Act" (HITECH). A breach or suspected breach may be an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PHI in violation of HIPAA privacy rules that compromise PHI security or privacy. Additionally, a breach or suspected breach may be an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PII or SI. The notice of a breach or suspected breach shall contain information available to the Contractor at the time of the notification to aid BHDDH in examining the matter. More complete and detailed information shall be provided to BHDDH as it becomes available to the Contractor.

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

Depending on the nature and scope of the security incident, remedies may include, among other things, information to individuals on obtaining credit reports and notification to applicable credit card companies, notification to the local office of the Secret Service, and or affected users and other applicable parties, utilization of a call center and the offering of credit monitoring services on a selected basis.

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

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

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

PAR. 24. AUDIT

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

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

part of the audit, the management letter must be submitted as well (2 CFR §200.512). All financial statements and audits must be submitted in a format that is acceptable to BHDDH.

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

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

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

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

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

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

PAR. 25. SEVERABILITY

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

PAR. 26. ON-SITE INSPECTION

The Contractor agrees to permit on-site monitoring, evaluation and inspection of all activities related to the Agreement by officials of BHDDH, its designee, and where

appropriate, the Federal government. On-site inspections and monitoring shall be in accordance with 2 CFR §200.328. All reports pertaining to 2 CFR §200.331, shall be maintained by the Contractor. The Contractor must retain any documents pertaining to changes requested from BHDDH or the Federal Government in accordance with 2 CFR §200.333.

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

PAR. 27. DRUG-FREE WORKPLACE POLICY

The Contractor agrees to comply with the provisions of the Governor's Executive Order 91-14, the State's Drug Free Workplace Policy, and the Federal Omnibus Drug Abuse Act of 1988. As a condition of contracting with the State of Rhode Island, the Contractor hereby agrees to abide by **ADDENDUM VII - DRUG-FREE WORKPLACE POLICY**, and in accordance therewith has executed **ADDENDUM VIII - DRUG-FREE WORKPLACE POLICY CONTRACTOR CERTIFICATE OF COMPLIANCE**. Furthermore, the Contractor agrees to submit to BHDDH any report or forms which may from time-to-time be required to determine the Contractor's compliance with this policy. The Contractor acknowledges that a violation of the Drug-Free Workplace Policy may, at BHDDH's option, result in termination of this Agreement.

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

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

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

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

PAR. 30. CHIEF PURCHASING OFFICER

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

PAR. 31. OWNERSHIP

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

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

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

continue to own, and will be free to use, the development tools and the residual technology, so long as such use does not breach Contractor's obligations of confidentiality set forth herein

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

PAR. 32. FORCE MAJEURE

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

PAR. 33. RESERVED

PAR. 34. DISPUTES

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

If BHDDH's Project Officer and the Contractor's Project Officer are unable to resolve the dispute, either party may request that the dispute be escalated for resolution to the Secretary of BHDDH of Health and Human Services or his or her designee, the Contractor's

President or his or her designee and a mutually agreed upon third party shall attempt to resolve the issue.

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

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

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

PAR. 35. GOVERNING LAW

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

PAR. 36. WAIVER AND ESTOPPEL

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

PAR. 37. INSURANCE

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

PAR. 38. WORK REVIEWS

The Contractor agrees that all work performed under this Agreement may be reviewed by the Rhode Island Executive Office of Health and Human Services, Department of

Administration, and/or by any third party designated by BHDDH of Health and Human Services.

PAR. 39. BUSINESS CONTINUITY PLAN

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

PAR. 40. NOTICES

No notice, approval or consent permitted or required to be given by this Agreement will be effective unless the same is in writing and sent postage prepaid, certified mail or registered mail, return receipt requested, or by reputable overnight delivery service to the other party at the address set forth in **ADDENDUM XVII – CORE STAFF POSITIONS**, or such other address as either party may direct by notice given to the other as provided **ADDENDUM XVII – CORE STAFF POSITIONS**, and shall be deemed to be given when received by the addressee. The Contractor and BHDDH shall list, in **ADDENDUM XVII – CORE STAFF POSITIONS**, the names, addresses, email addresses, telephone numbers, and the facsimile numbers of all individuals that the above such notice, approval or consent shall be sent to or copied on. The Parties agree to update any changes to the designated notice recipients, in writing pursuant to the terms outlined in **PARAGRAPH 40**.

PAR. 41. COUNTERPARTS

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

PAR. 42. AMENDMENTS

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

PAR. 43. SURVIVAL

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

PAR. 44. ADDITIONAL APPROVALS

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

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

STATE OF RHODE ISLAND:

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

REBECCA BOSS, ACTING DIRECTOR
DEPARTMENT OF BEHAVIORAL
HEALTHCARE, DEVELOPMENTAL
DISABILITIES AND HOSPITALS

AUTHORIZED AGENT/SIGNATURE
TITLE: _____

PRINT NAME

DATE

DATE

ADDENDA

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

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

ADDENDUM I

**REQUEST FOR PROPOSAL /
SCOPE OF WORK**

ADDENDUM II

BUDGET

ADDENDUM III
PAYMENTS AND REPORTS
SCHEDULE

ADDENDUM IV FISCAL ASSURANCES

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

ADDENDUM V

RHODE ISLAND EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

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

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

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

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

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

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

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

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

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

THE REGULATIONS ADDRESS THE FOLLOWING TOPICS:

SECTION:

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

ADDENDUM VI

RHODE ISLAND EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

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

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

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

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

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

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

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

It is the responsibility of each Contractor to acquaint itself with all of the provisions of the Section 504 regulations. A copy of the regulations, together with an August 14, 1978 Policy Interpretation of General Interest to Providers of Health, Welfare, or Other Social Services or Benefits, is available upon request from the Community Relations Liaison Officer, **Executive Office of Health and Human Services**, 57 Howard Avenue, Cranston, RI 02920; telephone number (401) 462-5274.

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

SUBPART A - GENERAL PROVISIONS

SECTION:

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

SUBPART B - EMPLOYMENT PRACTICES

SECTION:

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

SUBPART C - ACCESSIBILITY

SECTION:

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

SUBPART F - HEALTH, WELFARE, AND SOCIAL SERVICES

SECTION:

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

ADDENDUM VII

DRUG-FREE WORKPLACE POLICY

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

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

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

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

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

SIGNATURE:

TITLE:

DATE:

ADDENDUM IX

SUBCONTRACTOR COMPLIANCE

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

PAR. 12. CONTRACTOR'S LIABILITY/INDEMNIFICATION

PAR. 13. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

PAR. 18. FEDERAL FUNDING PROVISIONS

SIGNATURE:

TITLE:

DATE:

ADDENDUM X

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

SIGNATURE:

TITLE:

DATE:

ADDENDUM XI

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

PRIMARY COVERED TRANSACTIONS

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

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with BHDDH's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when BHDDH determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to BHDDH. BHDDH may terminate this transaction for cause or default.
3. The prospective primary participant shall provide immediate written notice to BHDDH if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by BHDDH.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled certification regarding debarment, suspension, ineligibility and voluntary exclusion - lower tier covered transactions, provided by BHDDH, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-procurement list (of excluded parties).
8. Nothing contained in the foregoing shall be construed to require establishment of a system

of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by as prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, BHDDH may terminate this transaction for cause of default.

ADDENDUM XII

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

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

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

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

SIGNATURE:

TITLE:

DATE:

ADDENDUM XIII

LIQUIDATED DAMAGES

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

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

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

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

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

ADDENDUM XIV

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

ADDENDUM XV

BYRD ANTI-LOBBYING AMENDMENT

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

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

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

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

SIGNATURE:

TITLE:

DATE:

ADDENDUM XVI

BID PROPOSAL

ADDENDUM XVII
CORE STAFF POSITIONS

Executive Office's Project Officer:

Executive Office's Financial Officer:

Contractor's Project Officer:

Contractor's Financial Officer:

ADDENDUM XVIII

FEDERAL SUBAWARD REPORTING FFATA FORM

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

Directions:

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

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

IMPORTANT ITEMS TO NOTE ABOUT NEW REQUIREMENT

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

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

[]

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

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

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

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

Section 2: Sub-Awardee Information

System for Award Management ~

Registration Expiration Date (if applicable)

Sub-Awardee Name (as registered in DUNS)

Sub-Awardee Address (as registered in DUNS)

Sub-Award Principal Place of Performance (where work performed) Number and Street Number and Street

City

City

State

State

ZIP+4

+

ZIP+4

+

Executive Compensation† (to be completed by sub-awardee)

In preceding fiscal year, did federal funds from all sources make up more than 80% of agency budget? If no, stop. Do not report executive compensation. Proceed to Sub-Awardee Certification.	Yes	No
In preceding fiscal year, did your agency receive more than \$25 million in federal funds? If no, stop. Do not report executive compensation. Proceed to Sub-Awardee Certification.	Yes	No
Is information about the compensation of the senior executives in the sub-recipient's organization (including parent organization, all branches, and all affiliates worldwide) publicly available? If		

- | | |
|------------------|---------------------|
| 1. Official Name | Compensation Amount |
| 2. Official Name | Compensation Amount |
| 3. Official Name | Compensation Amount |
| 4. Official Name | Compensation Amount |
| 5. Official Name | Compensation Amount |

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

Sub-Awardee Certification

I certify, to the best of my knowledge and belief, that the information provided is complete and accurate, and that I

am authorized to sign contracts and other legally binding documents on behalf of the entity. I understand that my typed name below shall have the same force and effect as my written signature.

Signature
Signatory

Title of
Date

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