



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

August 7, 2017

ADDENDUM #1

RFP # 7554541

Title: Small Water System Engineering Assistance Program

Bid Closing Date & Time: August 15, 2017 at 10:00 AM Eastern Time (ET)

Notice to Vendors

ATTACHED ARE VENDOR QUESTIONS WITH STATE RESPONSES. NO FURTHER QUESTIONS WILL BE ANSWERED.

**David J. Francis
Interdepartmental Project Manager**

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

Vendor Questions for RFP #7554541 Small Water System Engineering Assistance Program

Question 1: Can you provide clarification on how best to complete the Budget Narrative (Appendix A)? At this time it does not appear as though a specific assignment has been determined and therefore it is impossible to create a budget. Please advise.

Answer to question 1:

Please refer to the 2017 DWRSF Project Priority List found at <http://www.health.ri.gov/lists/2017WaterSupplyProjectPriorityList.pdf>. Here you will find a representative list of potential projects. You can submit a proposed budget based on your firm's staffing model, pay rate per hour, and estimated number of hours that could be applied to these representative projects. Also, find attached.

Question 2: Should Appendix B be included in the Technical or Cost proposal?

Answer to question 2:

Appendix B should be included in the technical proposal.

Question 3: Should the copy of our SAM registration be included in the Technical or Cost proposal?

Answer to question 3:

The SAM registration should be included in the technical proposal.

Question 4: We request the following revisions to Paragraph 12 of the RIDOH contract (Appendix D.).

The Contractor shall indemnify and hold the State of Rhode Island, its departments, agencies, branches and its or their officers, directors, agents or employees (together the "Indemnitees" and their subcontractors) harmless against claims, demands, suits for judgments, losses or reasonable expenses or costs of any nature whatsoever (including actual reasonable attorney's fees) to the extent arising from the Contractor's willful misconduct or negligence in provision of services under 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.

Answer to question 4:

Contract language will only be reviewed and negotiated with the successful vendor, if requested. The requested changes will be reviewed and approved by RIDOH legal. If requested changes are not approved, the contract language will remain as is.

Question 5: Please explain how Nos. 15 and 16 on page 4 and the required documentation described on page 7 apply to this contract?

Answer to question 5:

Item 15 is a required element and is part of the contract, see attached. However, item 16 it not applicable.



RI DWSRF PROJECT PRIORITY LIST FY 2017 FINAL

Name of System	PWS#	Population Served	New	Green Project Reserve Amount	Brief Project Description	Scoring										Total Points	Est. Start Date	Funds Requested
						A	B	C	D	E	F	G						
Slater'sville Public Supply	1615614	3,000			Mechanic Street Water Main	35	13	0	1	5	0	0	54	May-17	\$700,000.00			
Woonsocket Water Department	159518	43,400			Construction of New Water Treatment Plant	19	7	0	1	5	5	0	37	Mar-18	\$37,000,000.00			
Kingston Water District	1858421	3,700			West Kingston Well	21	1	0	1	5	5	0	33	Jul-18	\$1,000,000.00			
Woonsocket Water Department	159518	43,400		\$4,000,000.00	Water Meter Replacement Program	8	10	0	0	5	5	5	33	Mar-18	\$4,000,000.00			
Providence Water	1592024	600,000			Coagulation/Clarification Treatment Improvements	19	4	0	0	5	5	0	33	Jul-18	\$150,000,000.00			
Slater'sville Public Supply	1615614	3,000			Constock Standpipe Water Mixing System	12	13	0	1	5	0	0	31	Sep-17	\$70,000.00			
Slater'sville Public Supply	1615614	3,000			Constock Standpipe Overhaul	12	13	0	1	5	0	0	31	Sep-16	\$525,000.00			
Prudence Island Water District	1592023	1,800			Storage Tank Mixing System	12	13	0	1	5	0	0	30	Sep-17	\$50,000.00			
Prudence Island Water District	1592023	1,800			New Well	21	4	0	0	5	0	0	30	May-17	\$120,000.00			
Cumberland Water Department	1647530	22,864			Site 1 New Well and appurtenances and distribution system upgrades	21	4	0	0	5	0	0	30	Jun-17	\$3,000,000.00			
Cumberland Water Department	1647530	22,864			Site 2 New Well and appurtenances and distribution system upgrades	21	4	0	0	5	0	0	30	Jun-17	\$3,000,000.00			
Slater'sville Public Supply	1615614	3,000			St. Paul Water Main	10	13	0	1	5	0	0	29	Apr-17	\$520,000.00			
Pontmouth Water and Fire District	1592022	16,500		Business Case Req., Amt. TBD	Union Street Pumping Station Replacement	14	4	0	0	5	0	5	28	Jul-17	\$1,750,000.00			
Bristol County Water Authority	1647151	52,500			Emergency interconnections with East Providence and Pawtucket	10	7	0	1	5	5	0	28	May-19	\$28,000,000.00			
Pascoag Utility District	1592020	3,300	✓		Water Main Cleaning and Lining	10	7	0	0	5	5	0	27	Apr-18	\$1,578,000.00			
Shannock Water District	1647529	1,750			Manganese Treatment System	19	2	0	1	5	0	0	27	Aug-17	\$70,000.00			
Prudence Island Water District	1592023	1,800	✓		Indian Spring Well #4 pump upgrade	16	4	0	1	5	0	0	26	Mar-18	\$50,000.00			
City of Warwick	1615627	75,000		\$1,500,000	Water Meter Replacement Program	8	2	0	1	5	5	5	26	Jun-18	\$1,500,000.00			
South Kingstown - Middlebridge	1615623	659	✓	\$100,000.00	Water Meter Replacement Program	8	2	0	1	5	5	5	26	May-19	\$100,000.00			
South Kingstown - South Shore	1615623	4,994		\$1,100,000.00	Water Meter Replacement Program	8	2	0	1	5	5	5	25	May-19	\$1,100,000.00			
Pawtucket Water Supply Board	1592021	99,200			East Providence Interconnections	10	10	0	0	5	0	0	25	Jun-18	\$4,000,000.00			
City of Newport	1592010	60,000		\$200,000	Leak Detection Program	8	7	0	0	5	0	5	25	May-19	\$200,000.00			
Shady Harbor Fire District	159513	182			Treatment for Iron and Manganese and other related system improvements	19	0	0	1	5	0	0	25	Oct-17	\$50,000.00			
Captain Isaac Paine School	1583823	460			Replace Well, and Associated Appurtenances	21	0	0	1	3	0	0	25	Aug-18	\$40,000.00			
Nasonville Water District	1900034	150			Replace Failing Tank Mixing System	12	2	0	1	5	5	0	25	Oct-17	\$20,000.00			
Providence Water	1592024	600,000	✓		Rehab/Repl Transmission and Distrib. & Appurt. & Publ/Priv Pb Services	10	4	0	0	5	5	0	24	Jun-18	\$500,000,000.00			
City of Warwick	1615627	75,000			Distribution System Replacement/Cleaning and Lining	10	2	0	1	5	5	0	23	Jun-18	\$10,000,000.00			
City of Newport	1592010	43,809			Construction Distribution Main Improvements III	10	7	0	0	5	0	0	22	Apr-19	\$3,700,000.00			
Oakland Associates	1592019	125			Replace Storage Tank, Pump House and Controls. Install Emer. Generator	12	0	0	0	5	5	0	22	Sep-17	\$175,000.00			
East Providence Water Utilities	1615610	48,688			Kent Heights 1 MG Tank Rehabilitation	12	4	0	0	5	0	0	21	Jun-17	\$2,200,000.00			
Nasonville Water District	1900034	150			Replace Radio Communication Equipment for Storage Tank and Pump	8	2	0	1	5	5	0	21	Oct-17	\$20,000.00			
East Providence Water Utilities	1615610	48,688	✓		Emergency Connection/Alternate Source	10	4	0	0	5	0	0	19	Apr-18	\$2,000,000.00			
Cumberland Water Department	1647530	22,864	✓		Distribution System Upgrades and Improvements	8	4	0	0	5	0	0	19	May-17	\$4,000,000.00			
Greenville Water District	1858410	9,500		\$500,000.00	Meter Replacement Project	10	1	0	0	5	0	5	19	Aug-17	\$500,000.00			
Smithfield Water Supply Board	1615616	9,200			Rocky Hill Water Tank Restoration	12	2	0	0	5	0	0	19	Sep-19	\$750,000.00			
Lawrence Sunset Cove	2980003	36			New Storage Tank	12	0	0	1	5	0	0	18	Jul-17	\$82,000.00			
Lawrence Sunset Cove	2980003	36			Distribution System Replacement	10	0	0	1	5	0	0	16	Jul-17	\$110,000.00			
Four Seasons Mobil Home Cooperative	2980001	48			Replacement of Distribution System	10	0	0	1	5	0	0	15	Sep-17	\$160,000.00			
Quonset Business Park	1592025	10,700	✓		Transmission Main Upgrades to Main Water Supply Lines	10	0	0	1	3	0	0	14	Jul-17	\$477,000.00			
Quonset Business Park	1592025	10,700			HAP Supplemental Water Supply - design	10	0	0	1	3	0	0	14	Jul-17	\$250,000.00			
Westwood YMCA	2051712	610			Emergency Generator	8	0	0	0	1	0	0	9	Jun-17	\$7,000.00			
					TOTAL									TOTAL	\$762,874,000.00			

ADDENDUM XVIII

BUSINESS ASSOCIATE AGREEMENT

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

1. Definitions

A. Generally:

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

B. Specific:

- (1) "Addendum" means this Business Associate Agreement Addendum.
 - (2) "Agreement" means the contractual Agreement by and between the State of Rhode Island, Department of Health 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.
- A. "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 **Name of Agency**.
 - B. "Client/Patient" means Covered Entity funded person who is a recipient and/or the client or patient of the Business Associate.
 - C. "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 Department of Health.
 - D. "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.
 - E. "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.
 - F. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
 - G. "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.
 - H. "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.

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

2. Obligations and Activities of Business Associate

- A. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as required by Law, provided such use or disclosure would also be permissible by law by Covered Entity.
- B. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. Business Associate agrees to implement Administrative Safeguards, Physical Safeguards and Technical Safeguards ("Safeguards") that reasonably and appropriately protect the confidentiality, integrity and availability of PHI as required by the "Security Rule."
- C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- D. Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware, within five (5) days of the incident.
- E. Business Associate agrees to ensure that any agent, including a subcontractor or vendor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information through a contractual arrangement that complies with 45 C.F.R. § 164.314.
- F. Business Associate agrees to provide paper or electronic access, at the request of Covered Entity and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. If the Individual requests an electronic copy of the information, Business Associate must provide Covered Entity with the information requested in the electronic form and format requested by the Individual and/or Covered Entity if it is readily producible in such form and format; or, if not, in a readable electronic form and format as requested by Covered Entity.
- G. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity. If Business Associate receives a request for amendment to PHI directly from an Individual, Business Associate shall notify Covered Entity upon receipt of such request.
- H. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for the purposes of the Secretary determining compliance with the Privacy Rule and Security Rule.
- I. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- J. Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures for PHI in accordance with 45 C.F.R. 164.528.
- K. If Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information (as defined in 45 C.F.R. § 164.402) for Covered Entity, it shall, following the discovery of a breach of such information, notify Covered Entity of such breach within a period of five (5) days after discovery of the breach. Such notice shall include: a) the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired or disclosed during such breach; b) a brief description of what happened, including the date of the breach and discovery of the breach; c) a description of the type of Unsecured PHI that was involved in the breach; d)

a description of the investigation into the breach, mitigation of harm to the individuals and protection against further breaches; e) the results of any and all investigation performed by Business Associate related to the breach; and f) contact information of the most knowledgeable individual for Covered Entity to contact relating to the breach and its investigation into the breach.

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

3. Permitted Uses and Disclosures by Business Associate

- A. Except as otherwise limited to this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Service Arrangement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity required by 45 C.F.R. § 164.514(d).
- B. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- C. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- D. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504 (e)(2)(i)(B).
- E. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

4. Obligations of Covered Entity

- A. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, provided that, to the extent permitted by the Service Arrangement, Business Associate may use or disclose PHI for Business Associate's Data Aggregation activities or proper management and administrative activities.

6. Term and Termination

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

7. Miscellaneous

- A. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- B. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the Privacy and Security Rules and HITECH.
- C. The respective rights and obligations of Business Associate under Section 6 (c) and (d) of this Agreement shall survive the termination of this Agreement.
- D. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA and HITECH.
- E. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- F. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person other than Covered Entity, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.
- G. Modification of the terms of this Agreement shall not be effective or binding upon the parties unless and until such modification is committed to writing and executed by the parties hereto.
- H. This Agreement shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.

- I. Should any provision of this Agreement be found unenforceable, it shall be deemed severable and the balance of the Agreement shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.
- J. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the State of Rhode Island, including all matters of construction, validity and performance.
- K. All notices and communications required or permitted to be given hereunder shall be sent by certified or regular mail, addressed to the other part as its respective address as shown on the signature page, or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.
- L. This Agreement, including such portions as are incorporated by reference herein, constitutes the entire agreement by, between and among the parties, and such parties acknowledge by their signature hereto that they do not rely upon any representations or undertakings by any person or party, past or future, not expressly set forth in writing herein.
- M. Business Associate shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Business Associate and its employees, agents, representatives or subcontractors against any and all claims or claims for damages arising under this Business Associate Agreement and such insurance coverage shall apply to all services provided by Business Associate or its agents or subcontractors pursuant to this Business Associate Agreement. Business Associate shall indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs and other expenses (including but not limited to, reasonable attorneys' fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to prevent or remedy possible identity theft, financial harm, reputational harm, or any other claims of harm related to a breach) incurred as a result of, or arising directly or indirectly out of or in connection with any acts or omissions of Business Associate, its employees, agents, representatives or subcontractors, under this Business Associate Agreement, including, but not limited to, negligent or intentional acts or omissions. This provision shall survive termination of this Agreement.

8. Acknowledgment

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

Acknowledged and agreed to by:

Rhode Island Department of Health

Name of Agency

Nicole Alexander-Scott, MD, MPH
Director of Health

Name
Title

Date: _____

Date: _____