



**State of Rhode Island
Department of Administration / Division of Purchases
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**Solicitation Information
March 4, 2022**

ADDENDUM #2

RFP# 7675823

TITLE: Laboratory Information Management System (LIMS) Services

Bid Closing Date & Time: **March 22, 2022 @ 1:00 PM Eastern Time (ET)**

Notice to Vendors

Attached are vendor questions with State responses. No further questions will be answered.

**Nina M. Lennon
Interdepartmental Project Manager**

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

Vendor Questions with State Responses for RFP #7675823– Laboratory Information Management System (LIMS) Services

#	Question	Answer
1	Are the listed instruments connected to a network, so files are accessible for instrument interfacing software?	SHL instruments are connected to the network with three exceptions. The BioFire FilmArray and Perkin Elmer instruments FTP files to the LIMS. The ABI 7500 fast DX is not connected. ESH instruments are all connected to the network using a DECserver
2	What format are the instrument files (XML, HTML, CSV, etc.)?	ASTM, TXT, and XML
3	What is the expected go-live date once the project has begun?	The go-live date should be proposed by the offeror, but ideally be within 6 months from the beginning of the project.
4	How many staff are part of the LIMS Admin Team?	Currently there is a single Admin; an assistant admin position is in process of being filled.
5	Previously asked on 2.8.22: Is the Department willing to consider an extension to the due date of this RFP? We would suggest a 2-week extension with a deadline of March 23, 2022.	The bid opening has been extended to Tuesday, March 22, 2022 at 1:00 PM.
6	Under Instructions and Notifications to Vendors, Item #13, (page 6 of 23): How would the State prefer that vendors include in our proposal any alternate language or exceptions to the State's terms and conditions and contract language?	Please indicate “N” on Question 11 under Section 4. Qualified or conditional offers will be considered in accordance with 13.3(c)(3) of the General Conditions of Purchase.
7	Under 2 CFR section 200.331 if the vendor appears to be more aligned to the Contractor alignment, will the Agency define the vendor as a Contractor for the procurement relationship?	RIDOH defines the vendor as a contractor.
8	Under 2 CFR section 200.332(d) If the procurement relationship is defined as a Contractor, will the Agency require the Monitoring activities that are aligned specifically to subrecipients with in this regulation?	There are no sub-recipient monitoring activities; the vendor is a contractor.
9	Under 2 CFR section 200.521 If the procurement relationship is defined as a Contractor, will the Agency require the Management decision activities that are aligned specifically to subrecipients within this regulation?	There are no sub-recipient management decision activities; the vendor is a contractor.

#	Question	Answer
10	Under 2 CFR 200.333 and 200.201 Does the Agency expect a contract that allows for a fixed amount award if the Contractor can meet the Fixed amount conditions?	The vendor contractor is not a sub-recipient; therefore the provisions for pass-through sub-awards is not applicable
11	Under T&C Copyrights the requirement mentions the use of federal financial participation, is the Agency receiving FFP as described in 42 CFR 433.112 for design, development, installation or enhancement of mechanized processing and information retrieval systems?	This section references Medicaid and is not applicable.
12	Under 2 CFR 200.300 and 2 CFR Part 170 Will the Agency waive the FFATA Federal Subaward Reporting if the Contractor, Subcontractors, or Sub-Recipients if the public has access to information about the compensation of senior executives, publicly available, through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.	There are no sub-recipient FFATA Federal Subaward reporting requirements; the vendor is a contractor.
13	Will the Contractor have an opportunity to cure a failure that causes funding to be denied?	In accordance with 220-RICR-30-00-13.20(A), a vendor generally has ten (10) business days to cure non-performance or a breach of contract.
14	Under 2 CFR § 200.331 Will the Agency waive The requirement to 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 if the procurement relationship is with a Contractor?	RIDOH does not waive its right to audit; however, the Vendor/Contractor would not be subject to sub-recipient monitoring activities. The vendor is a contractor.
15	Under 2 CFR § 200.333 are records such as minutes of board of directors' meetings, fiscal records, and narrative records pertaining to activities performed required to be retained for audit purposes for a period of three years if the subaward is based on a fixed amount?	The Vendor/Contractor would not be subject to sub-recipient retention requirement for subawards; the Vendor is a Contractor

#	Question	Answer
16	Will the Agency waive the requirement to provide financial statements to RIDOH if such information is publicly accessible?	The vendor must provide the financial statements required in the solicitation without waiver. However, with that said, in the event that the financial statements are publicly accessible on a website, the State will accept a valid web link to access these records.
17	Under 2 CFR § 200.328, 2 CFR § 200.331, and 2 CFR § 200.333 If the procurement relationship is with a Contractor and the subaward is for a fixed amount, will the Agency waive the On-site Inspection Terms and Conditions?	This waiver question is not applicable; the Vendor is a Contractor. There are no sub-recipients.
18	What is the final date set by the State for when all Vendor questions will be answered and posted as an addendum?	The day the questions are posted as an addendum.
19	For electronic copies of the Cost and Technical proposals, will the State consider flash drives as opposed to CD-Rs? This could assist with possible sizing limitations on CD-Rs.	No.
20	Section 4, A. Technical Proposal , Item 3-Proposed Solution (page 16 of 23) states that Appendix C is to be returned with the proposal. We are unable to identify Appendix C within the proposal. Can the State please clarify where Appendix C can be found and the expectations for what vendors are to return?	Appendix C is accidentally not labeled as Appendix C but begins on page 24 of the RFP pdf document. This is titled “Rhode Island Department of Health Laboratory Information Management System Minimum Service Level Agreement (SLA) and Recommended Terms.”
21	Can the agency provide how many visits per year RISHL has? Estimates are acceptable.	RISHL is a reference laboratory and we do not see individual patients. The number of specimens received for testing is approximately 200,000 per year.
22	What is the annual admission and outpatient count for Eleanor Slater Hospital? Estimates are acceptable.	ESH is a LTAC and we have 2 primary sites that house approx. 200 patients. ESH also serves 2 to 3 outpatient sites that have minimal impact: DCYF and Mental Health Services. ESH results approximately 35,000 tests per year.
23	Please confirm the number of LIMS user licenses for the Rhode Island State Health Laboratories (RISHL)?	License count for concurrent seats is 20 and is currently shared between RISHL and ESH
24	Please confirm the number of LIMS user licenses for Eleanor Slater Hospital (ESH)?	See response to question #23.
25	Would you please further define a “qualified or conditional offer” in Section 1, number 13? Is it mainly referring to requested changes in the requirements?	In accordance with 13.3(c)(3), qualified or conditional offers means an offer which impose limitations of the Vendor’s liability or modify the requirements of the solicitation, offers for alternate specifications, or offers which are made subject to different terms and conditions.

#	Question	Answer
		In addition to the requested changes to in the requirements, it also proposed alternative legal terms.
26	In Section 1, number 14, Insurance Requirements, if the insurance does not properly apply to our software services (SAAS, Cloud-based) business, are all of these policies required? Is this post award?	Both Tech E&O and Cyber/Privacy coverage is called for. They can be provided as separate policies or combined into a single policy.
27	In Section 3, For Implementation Method 1 (IM1), when are you targeting to be up and running? In other words, how long are you budgeting currently for the development and testing phases before going live?	The offeror may provide a reasonable go-live date, with the expectation of approximately 6 months of development and testing.
28	What are the implications of the intellectual property associated with the LIMS customizations developed with this RFP?	Any customized software the State pays for is the property of the State.
29	Would you please provide an estimate of the volume of testing per test type?	For the SHL, approximately 200,000 tests per year, including microbiology, molecular, and toxicology. For ESH: 2100 Microbiology Specimens, Hematology approx. 2000, Urinalysis approx. 1000, Virology approx. 2400, Immunology approx. 150, and Chemistry approx. 24,000
30	Section 3 – Scope of Work and Requirements, Training, 6 th bullet item: <i>Describe process of deprecating modules or system workflows</i> Clarification / Confirmation: Is this referring to the ability to modify and/or expire workflows after a system is in production? If not, please clarify that information/requirement is being requested.	Yes. This is regarding application enhancements promoted to production where existing functionality of a program or workflow is either sunset, incorporated into an existing program and workflow, or replaced with a new program and workflow changing the end user’s procedures. Changes may warrant training.
31	Line 9 in the Appendix B Excel file. <i>Ability for the system to be flexible between specimen and patient centered focus</i> Please clarify what is meant by this statement and provide an example of a specimen and a patient centered workflow that they require a system to support.	As a reference laboratory, the SHL cannot always verify that patient information for each specimen received, and a new record is created “specimen centered” rather than append a previous patient’ record with new tests. In other situations, we append a patient record with new tests requested. This is a “patient centered” approach. SHL desires the flexibility to employ both approaches as needed.
32	Could you please specify for which disciplines do results need to be converted/migrated?	For the SHL records pertaining to microbiology, molecular and toxicology will need to be migrated to the new system. For ESH records: Microbiology, hematology, chemistry, urinalysis, immunology, virology, and serology.

#	Question	Answer
33	Does the RI State Dept. of Health want RISHL and ESH to go Live at the same time?	Yes, especially of the common system is proposed for both.
34	If RISDOH prefers to have them go Live in a staggered fashion, what order would be preferred by RISDOH.	Not applicable.
35	Does RISDOH have a tentative Live date?	See answer to question #3.
36	Is the use of a 3-ring binder acceptable in the proposal submissions? Printed copies are to be only bound with removable binder clips.	No. Please see Purchasing instructions.
37	<p><u>SoftMolecular - Molecular Diagnostic:</u></p> <ol style="list-style-type: none"> 1. Total Number of Workstations 2. Total Number of Concurrent Users: please identify how many <u>Concurrent Users</u> will be accessing the system at any given time? 3. Number of Specimens processed Annually 4. List of instruments including Instrument Name, Vendor name, Model, and Quantity. 5. Does the laboratory currently have a Molecular Software Module? Please provide Name of the Application / Vendor. <ol style="list-style-type: none"> a. If yes, is a Data upload from existing Molecular system required? Do you need a Data Conversion? 6. Please also kindly provide List of Name and Type of Testing that is being processed in your Laboratory? 	<p>RISHL and ESH are required to maintain five years of all historical patient/specimen records and must have the ability to query, report, and generate or retrieve image(s) of the final client report(s). Data does not necessarily have to be online but must be conveniently accessible, user friendly, and accommodate the requirements. Record types include Microbiology, Chemistry, Immunology, and Toxicology. No Environmental or Newborn Screening data. Volume based on approximate patient registrations and order volumes. Approximately 700,000 parent orders.</p> <ol style="list-style-type: none"> 1. User workstations – 50 Inquiry Only workstations – 40 2. Average concurrent sessions – 18 3. RISHL specimens approximately 180,000 ESH specimens approximately 30,000 4. Please see instruments noted in RFP Section 3 Mandatory for RISHL (page 12) and Mandatory for ESH (page 13). For RISHL Test Description, Method, and Volume see attachment. 5. No 6. Please see ESH and RISHL test compendium
38	<p><u>SoftBiochemistry:</u></p> <ol style="list-style-type: none"> 1. Total Number of Workstations 2. Total Number of Concurrent Users: please identify how many <u>Concurrent Users</u> will be accessing the system at any given time? 3. Number of Specimens processed Annually 	Please see the response to #37.

#	Question	Answer
	<p>4. Number of Tests performed Annually</p> <p>5. List of instruments including Instrument Name, Vendor name, Model, and Quantity.</p> <p>6. Does the laboratory currently have a Biochemistry Software Module - Please provide Name of the vendor / application</p> <p style="padding-left: 20px;">a. If yes, is a Data upload from existing Biochemistry system required?</p> <p>7. Please also kindly provide List of Name and Type of Testing that is being processed in your Laboratory?</p>	
39	Name of Current Hospital Information System?	The current Laboratory Information System is Cerner Millennium.
40	<p><i>Ability to set parameters for required fields when entering patient demographic information both manually and through electronic interfacing.</i></p> <p>Is this requirement asking if the system has one set of required fields that would be applied to both manually entered patients and for patients coming from an interface? Or is the requirement to allow a client to define different required fields/data for manually and electronically interfaced patient demographic information?</p>	The desired functionality would be able to restrict the type of entries allowed in and accepted in required fields, e.g. date only.
41	Is there a preference for a particular implementation method? Can you clarify whether the state expects two separate systems that are connected or if there is a specific reason this should be one system?	Vendors may propose solutions that meet requirements of two different agencies, regardless of whether through the use of one or two systems. If separate systems are proposed (for one or both agencies) they do not need to be connected.
42	Ability to initiate password change request through automated email- does this refer to a communication to force user to change password on some interval?	This refers to the user's ability to reset their password via an emailed link.
43	Explain users e.g support 120 users and 500 clients; Ability to support minimum 20 concurrent users accessing system 20 CC lab users..	<p>Users are defined as laboratory personnel who add specimen/patient records, order and result tests, and view or approve test results.</p> <p>Clients are defined as entities/facilities submitting specimens for testing.</p>

#	Question	Answer
	what are the 120 users? submitter (client) users?	
44	Cloud storage solution - can additional detail be provided about this requirement? – is a cloud hosted solution preferred?	Yes, a cloud hosted solution is preferred, as opposed to solutions requiring local hardware.
45	60 minutes is not nearly enough to present a vendor proposal and demonstrate the breadth of functionality required by RISHL and ESH- we strongly recommend that demonstration period be extended to a minimum of 5 hours.	Vendors are expected to provide sufficient information to evaluate their systems with a response to this RFP. The 60-minute presentation is not intended to cover all functionality but provide the highlights and to answer any questions.
46	Is there any specific requirements for what is covered in the Affirmative Action Plan?	http://odeo.ri.gov/documents/EOO/2020-2021%20AAP%20Guidelines%20-%20Final.pdf
47	On pg. 7 for the 30-million-dollar cyber liability insurance. Will vendors that are not hosting the application themselves still be considered for this RFP if they do not have the 30-million-dollar cyber liability insurance? i.e. LabWare intends to respond with Microsoft Azure as a hosting partner to host LabWare’s software Application.	Cyber/Privacy coverage remains expected of vendors.
48	IF a respondent can agree to SLA’s response time but not resolution time or penalties listed will the State consider the rfp response null and void?	The response will be considered and evaluated on a case-by-case basis, but not being able to meet the response time may be reason for disqualification.
49	On page 77 for “Liquidated Damages” if the respondent will not agree to these terms does the state consider the RFP response null and void?	Qualified or conditional offers will be considered in accordance with 13.3(c)(3) of the General Conditions of Purchase.
50	On Page 55 for Service acceptance criteria If respondent cannot agree to these terms are they eliminated from responding the RFP?	Qualified or conditional offers will be considered in accordance with 13.3(c)(3) of the General Conditions of Purchase.
51	Please describe your anticipated implementation timeframe after awarding the Bid. What is the expected date for the “in production” go-live?	Please review question #3.
52	Please describe your current infrastructure for managing interfaces to external systems and how many that may be? <ul style="list-style-type: none"> • Are there current interfaces to other systems that need to be considered? If so, please itemize number and type. 	RIDOH currently uses Cerner’s Open Engine/Open Port for managing interfaces to external systems. <ul style="list-style-type: none"> • Are there current interfaces to other systems that need to be considered? If so, please itemize number and type. Yes, we use this solution for: Parsing Syndromic Surveillance for all area hospitals 6 inbound from hospitals

#	Question	Answer
	<ul style="list-style-type: none"> • Are you currently using an integration engine (IE) of your own? • What is your expectation of the vendor for reproducing these interfaces? 	<p>6 outbound to our syndromic surveillance system</p> <ul style="list-style-type: none"> • Are you currently using an integration engine (IE) of your own? Cerner's Open Engine/Open Port solution (unlimited communication ports) Rhapsody (used for further mapping to CDC) • What is your expectation of the vendor for reproducing these interfaces? We would like to keep the setup with two systems between the vendor's proposed alternative to Cerner's Open Engine/Open Port solution and Rhapsody. The vendor would need to support and assist with migrating the interfaces to the solution. Rhapsody is not in the scope of the RFP.
53	Is a separate billing interface to be deployed? Please describe the system and vendor involved with billing.	The application should have the ability to be configured and maintained to identify billable tests and apply the applicable CPT Codes assigned to the procedure. The current interface using Cerner's Open Engine/Open Port solution that generates the HL7 output file is expected to be replicated/retrofitted or replaced with comparable software and functionality to not disrupt the current billing process.
54	<p>Is an historic data conversion involved? If so, please provide the following information:</p> <ul style="list-style-type: none"> • What type of records are to be migrated (e.g., Clinical, Pathology, Microbiology, Environmental, etc.)? • How many years are involved? • What is the anticipated volume? 	RISHL and ESH are required to maintain five years of all historical patient/specimen records and must have the ability to query, report, and generate or retrieve image(s) of the final client report(s). Data does not necessarily have to be online but must be conveniently accessible, user friendly, and accommodate the requirements. Record types include Microbiology, Chemistry, Immunology, and Toxicology. No Environmental or Newborn Screening data. Volume based on approximate patient registrations and order volumes. Approximately 700,000 parent orders.
55	Please describe what testing disciplines are involved at each site: the Center for Biological Sciences (ex. infectious diseases, toxicology including influenza, opioids, sexually transmitted infections, tuberculosis and more). What testing disciplines are involved at Eleanor Slater Hospital? Are these the only two testing sites?	<p>RISHL and E. Slater Hospital are the two separate sites involved. RISHL includes patient and test records for microbiology, molecular, and toxicology.</p> <p>ESH- Microbiology (All cultures except stool and body fluids), Virology (FLU A, FLU B, and SARS-CoV-2), Urinalysis including fecal and gastric occult blood, immunology (urine/serum pregnancy and rapid HIV Ab & p24 Ag), Hematology (CBC, Differentials and Sed Rate), Chemistry (General chemistry, Immunoassays, Drugs of Abuse, and HA1C) ESH has only one testing site in Cranston.</p>
56	To what CDC programs does the solution need to interface (e.g., newborn screening, safe water information, water quality exchange, disease surveillance, lab exchange network, etc.)?	<p>Current CDC interfaces are for infectious disease tests such as influenza and COVID-19. RISHL does not perform newborn screening.</p> <p>Currently sends to:</p> <ul style="list-style-type: none"> • NEDSS (for Nationally Reportable Diseases)

#	Question	Answer
		<ul style="list-style-type: none"> • PHLIP (Public Health Laboratory Interoperability Project) – the lab only sends Flu and COVID <p>For both solutions, use Open Engine/Open Port to do initial mapping of HL7, it gets parsed to Rhapsody where the vocabulary mapping takes place before sending.</p> <p>The future plan is to send to ARLIN.</p>
57	Are test compendiums available for each site?	Yes
58	Is the LIMS intended to support biological testing only?	The LIMS is intended for the Center for Biological Sciences, which includes Microbiology, molecular, and toxicology testing.
59	In Appendix B – Requirements and Capabilities, line 86/question72 in the Training section, please expound on what is meant by “process of deprecating modules or system workflows” (e.g., does this refer to training modules/workflows, or product modules/workflows)?	See question #30.
60	In the RFP response submission requirements, can a USB be substituted for the CD-R?	No.
61	Can the response deadline be extended to March 18 th ?	Please see question #5.
62	Is the Department willing to consider an extension to the due date of this RFP? We would suggest a 2-week extension with a deadline of March 23, 2022.	Please see question #5.

Please note since this solicitation gives vendors the options to bid on different implementation approaches. Please see below for the required documentation with each approach.

Implementation Method 1 (IM1) - Rhode Island State Health Laboratories (RISHL) and Eleanor Slater Hospital (ESH)

1. Department of Health Business Associate Agreement (BAA)
2. Department of Behavioral Healthcare, Developmental Disabilities & Hospitals (BHDDH) Business Associate Agreement (BAA)
3. Combined contract template of Department of Health and Department of Behavioral Healthcare, Developmental Disabilities & Hospitals (BHDDH)
4. Federal Funding Requirements

Implementation Method 2 (IM2) - Eleanor Slater Hospital (ESH)

1. Department of Behavioral Healthcare, Developmental Disabilities & Hospitals (BHDDH) contract template
2. BHDDH Business Associate Agreement
3. Federal Funding Requirements

Implementation Method 3 (IM3) - Rhode Island State Health Laboratories (RISHL)

1. Department of Health contract template
2. Department of Health Business Associate Agreement
3. Federal Funding Requirements

Implementation Method 1 (IM1)

GC Addendum F – Supplemental Terms and Conditions

Name of Contractor:

Title of Agreement: [Title]

Basis for Contract: [Competitive Bid]

Contract Award: [\$Amount]

Term of the Agreement: [Date] through [Date]. An extension may be granted for [Date] through [Date]

This Addendum to the State’s General Conditions of Purchase (220-RICR-30-00-13 available at <https://rules.sos.ri.gov/regulations/part/220-30-00-13>), supplements and serves as additional terms and conditions to the General Conditions of Purchase (“General Conditions”). Under the General Conditions of Purchase, 220-RICR-30-00-13.34, this Addendum serves as GC Addendum F. The Contractor further agrees as follows:

WHEREAS this contract is executed between the [Agency] (the “State”) and [Vendor] (the “Contractor”) (collectively the “Parties”) for services rendered to the State as the [Description];

WHEREAS the Contractor will perform all duties and responsibilities contained in the Scope of Work (Exhibit A) and adhere to the agreed-upon budget (Exhibit B);

WHEREAS the Contractor is a [Description] and therefore willing and qualified to provide services as the [Description]; and

WHEREAS the [Description], in addition to the performance requirements enumerated in PAR 2.

NOW THEREFORE, the Parties, for good and valuable consideration, the receipt of which is hereby acknowledged, 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 Purchase apply as the governing terms and conditions of the Entire Agreement, which can be obtained at <https://rules.sos.ri.gov/regulations/part/220-30-00-13>. In addition, the provisions of Federal Laws, Regulations and Procedures governing the implementation of federal funds apply to this Entire Agreement.

PAR. 2. PERFORMANCE

In addition to the obligations stated in 220-RICR-30-00-13.22, the Contractor shall perform all obligations, duties, and work for the Term of the Agreement under this Entire Agreement. Said duties and responsibilities are contained in the Scope of Work in Exhibit A and Budget in Exhibit B. The Rhode Island Departments of Health (“RIDOH”) and Behavioral Healthcare, Developmental Disabilities and Hospitals (“BHDDH”) (collectively, the “State”) shall have the right, at all times, to review the work being performed and to that end, the State shall be given reasonable access to all activities related to the Entire Agreement.

PAR. 3. TIME OF PERFORMANCE

The Contractor shall perform under the Entire Agreement [Description] for a term commencing on [Date] and ending on [Date] (the “Term of the Agreement”), with the option to renew for up to four additional 12-month periods based upon Contractor performance and the availability of funds.

PAR. 4. INDEPENDENT CONTRACTOR

The Contractor shall be engaged as an independent contractor of the State. Nothing contained in the Entire Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. The Contractor may not act as agent for, or on behalf of, the State or to bind the State in any manner. The State shall issue an IRS Form 1099 reflecting the Contractor's compensation and shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income, and other payroll taxes, workers' compensation, disability benefits, or other legal requirements applicable to the Contractor. The Contractor will not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the State.

PAR. 5. PROJECT OFFICER—the STATE

The State shall appoint a Contract Manager (“Project Officer” or “Contract Manager”) to manage this Entire Agreement. The Contractor agrees to maintain close and continuing communication with the Contract Manager throughout the performance of work and services undertaken under the terms of the Entire Agreement. The Contract Manager is responsible for seeking authorization of all payments made by The State to the Contractor under the Entire Agreement. No work shall be commenced on the part of the Contractor without a valid Purchase Order issued by the Department of Administration, Division of Purchases.

PAR. 6. CONTRACTOR

The Contractor shall be responsible for coordinating and reporting work performed pursuant to the Entire Agreement, subject to and in accordance with the Scope of Work in Exhibit A and within the Budget in Exhibit B. The Contractor shall notify the State in writing immediately and seek approval from the State should a change to the Entire Agreement be necessary in the opinion of the Contractor. Under no circumstances will a change be undertaken without the prior written approval of the State.

PAR. 7. WORK REVIEWS

The Contractor recognizes the responsibilities of the State to provide financial oversight of its contractors and consultants and agrees that the scope of all work performed under the Entire Agreement may be reviewed by the State and/or its designee and/or by any third party designated by the State, for the purpose of verifying hours, costs, and expenses, and to ensure that they are in conformance with state and federal laws, regulations and policies or for any other reason in the sole discretion of the State.

PAR. 8. RESPONSIBILITIES UPON TERMINATION AND/OR DEFAULT OF THE ENTIRE AGREEMENT

Upon termination and/or default in accordance with 220-RICR-30-00-13.20 and the delivery to the Contractor of a notice of termination, specifying the nature of the termination, the extent to which performance of work under the Entire Agreement is terminated, and the date upon which such termination becomes effective, the Contractor shall:

1. Stop work under the Entire Agreement on the date and to the extent specified in the notice of termination.
2. Take such action as may be necessary, or as the State may reasonably direct, for the protection and preservation of the property related to the Entire Agreement, which is in the possession of the Contractor and in which the State has or may acquire an interest.
3. Terminate all orders to the extent that they relate to the performance of work terminated by the notice of termination.
4. Subject to the provisions of this paragraph, assign to the State all of the rights, title, and interest of the Contractor under the orders so terminated, in which case the State shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders, however, notwithstanding this provision, the Contractor will not be obligated to assign any such rights, title or interest in the absence of payment therefore by the State.
5. With the approval or ratification of the State, 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 the Entire Agreement. Final approval by the State 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 its rights to the State (to the extent that title has not already been transferred) and deliver in the manner, at reasonable times, and to the extent reasonably directed by the State all files, processing systems, data manuals, or other documentation, in any form, that relate to the work completed or in progress prior to the notice of termination.
7. If instructed, 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. Upon termination, Contractor agrees to an orderly transition in accordance with 220-RICR-30-00-13.30. Prior to the end of the Termination and up to sixty (60) days thereafter, the Contractor agrees to make an orderly transition of contract and/or deliverables hereunder and to perform any and all tasks in good faith that are necessary to preserve the integrity of the work performed by the Contractor on behalf of the State. Upon termination or expiration of the Entire Agreement, the Contractor shall, if requested by the State at least thirty (30) days prior to such termination or expiration, provide reasonable training for the successor entity and/or continued performance of services. For providing such training or

continued performance after the Term of the Agreement, the State shall pay the Contractor at mutually agreed-upon rates for personnel used in providing such training and/or services, unless services delivered are already defined herein and rates established, in which case such rates shall apply for such period. Should any missing data, materials, documents, etc., be discovered after expiration or termination, a grace period of one hundred and twenty (120) days shall be in effect during which the data, materials, documents, etc., is to be provided at a predetermined cost or at no additional cost if the Contractor caused the loss. Lost data shall be provided to the State in a form acceptable to the State.

PAR. 9 ACCESSIBILITY AND RETENTION OF RECORDS

The Contractor agrees to make accessible and to maintain all fiscal and activity records relating to the Entire Agreement to state and/or federal officials, or their designated representatives, necessary to verify the accuracy of Contractor invoices or compliance with the Entire Agreement. This accessibility requirement shall include the right to review and copy such records. This requirement is also intended to include 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 Entire Agreement. 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. Fiscal records, and narrative records pertaining to activities performed will be retained by the Contractor for audit purposes for a period of at least three (3) years following the submission of the final expenditure report for the Entire Agreement or 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, will provide and maintain a quality assurance system acceptable to the State covering deliverables and services under this Entire Agreement and will tender to the State only those deliverables that have been inspected and found to conform to the Entire Agreement's requirements. The Contractor will keep records evidencing inspections and their results and will make these records available to the state during the Term of the Agreement and for three (3) years after final payment.

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 the Entire Agreement.

PAR. 10. SECURITY AND CONFIDENTIALITY

10.1. Definitions

The following definitions shall apply:

1. "Breach," as defined pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") guidelines as well as those found in the Health Information Technology for Economic and Clinical Health Act

(“HITECH”), means an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of Protected Health Information (“PHI”) in violation of HIPAA privacy rules that compromise Personally Identifiable Information (“PII”) security or privacy. Additionally, a Breach or suspected Breach means an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PII or Sensitive Information (“SI”).

2. “Incident,” as defined by OMB Memorandum M-17-12, “Preparing for and Responding to a Breach of Personally Identifiable Information” (January 3, 2017), as an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

3. “Confidential Information” means, in addition to how it is defined in §13.17, any and all information that Contractor receives or has access to under the Entire Agreement, including but not limited to; PII; SI; PHI; Return Information; other information (including electronically stored information) or 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; any other records, reports, opinions, information, and statements required to be kept confidential by State or federal law or regulation, or rule of court; any statistical, personal, technical and other data and information relating to the State’s data; or other such data protected by State and federal laws, regulations.

4. “Personally Identifiable Information” or “PII” means 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 45 CFR § 75.2 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 45 CFR § 75.2 Protected Personally Identifiable Information).

5. “Protected Health Information” or “PHI” means individually identifiable information relating to the past, present, or future health status of an individual that is created, collected, or transmitted, or maintained by a HIPAA-covered entity in relation to the provision of healthcare, payment for healthcare services, or use in healthcare operations. Health information such as diagnoses, treatment information, medical test results, and prescription information are considered protected health information under HIPAA, as are national identification numbers and demographic information such as birth dates, gender, ethnicity, and contact and emergency contact information. PHI relates to physical records, while ePHI is any PHI that is created, stored, transmitted, or received electronically. PHI does not include information contained in educational and employment records, that includes health information maintained by a HIPAA covered entity in its capacity as an employer.

6. “Return Information” is defined under 26 USC § 6103(b)(2) and has the same meaning as “Federal Tax Information” or “FTI” as used in IRS Publication 1075.

7. “Sensitive Information” or “SI” means information that could be expected to have a serious, severe or catastrophic adverse effect on organizational operations, organizational assets, or individuals if the confidentiality, integrity, or availability is lost. 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).

10.2. General

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 Entire Agreement as required by this Entire Agreement, the RFP and proposal, or which becomes available to the Contractor in carrying out the Entire Agreement and the RFP and the proposal and agrees to comply with State requirements for safeguarding Confidential Information. All such information shall be held in strict confidence and protected by the Contractor from unauthorized use and disclosure utilizing the same or more effective procedural requirements as are applicable to the State.

10.3. Privacy and Security Safeguards and Obligations

For all Confidential Information under the Entire Agreement, the Contractor must comply with the following privacy and security requirements and obligations:

a. Ensure that its employees, contractors, and agents implement the appropriate administrative, physical, and technical safeguards to protect Confidential Information received by Contractor under this Entire Agreement from loss, theft, or inadvertent disclosure.

i. Administrative Safeguards. Contractor will advise all users who will have access to the Confidential Information of its confidential nature, the safeguards required to protect the Confidential Information, and the civil and criminal sanctions for noncompliance contained in applicable Federal laws.

ii. Physical Security/Storage: Contractor will store the Confidential Information in an area that is physically and technologically secure from access by unauthorized persons during duty hours, as well as non-duty hours or when not in use (e.g., door locks, card keys, biometric identifiers, etc.). Only authorized personnel will transport the Confidential Information. Contractor will establish appropriate safeguards for such Confidential Information, as determined by a risk-based assessment of the circumstances involved.

iii. Technical Safeguards: Contractor agrees that the Confidential Information exchanged under this Entire Agreement will be processed under the immediate supervision and control of authorized personnel to protect the confidentiality of the Confidential Information in such a way that unauthorized persons cannot retrieve any such Confidential Information by means of computer, remote terminal, or other means. Contractor personnel must enter personal identification information when accessing Confidential Information on the State's systems. Contractor will strictly limit authorization to those electronic Confidential Information areas necessary for authorized persons to perform his or her official duties.

iv. Understand that they are responsible for safeguarding this information at all times, regardless of whether or not the Contractor employee, subcontractor, or agent is at his or her regular duty station.

v. Ensure that laptops and other electronic devices/media containing Confidential Information that constitutes PII are encrypted and/or password protected.

vi. Send E-mails containing Confidential Information that constitutes PII only if encrypted and being sent to and received by email addresses of persons authorized to receive such information. In the case of FTI, Contractor employees, subcontractors, and agents must comply with Internal Revenue Service ("IRS") Publication 1075's rules and restrictions on emailing return information.

vii. Restrict access to the Confidential Information only to those authorized Contractor employees, subcontractors, and agents who need such

Confidential Information to perform their official duties in connection with purposes identified in this Entire Agreement; such restrictions shall include, at a minimum, role-based access that limits access to those individuals who need it to perform their official duties in connection with the uses of Confidential Information authorized in this Entire Agreement (“authorized users”). Contractor shall not use or access Confidential Data for independent projects unrelated to the purposes identified in this Entire Agreement. Further, the Contractor shall advise all users who will have access to the Confidential Information provided under this Entire Agreement of the confidential nature of the Confidential Information, the safeguards required to protect the Confidential Information, and the civil and criminal sanctions for noncompliance contained in the applicable federal laws. The Contractor shall require its contractors, agents, and all employees of such contractors or agents with authorized access to the Confidential Information disclosed under this Entire Agreement, to comply with the terms and conditions set forth in this Entire Agreement, and not to duplicate, disseminate, or disclose such Confidential Information unless authorized under this Entire Agreement.

viii. For receipt of FTI, the Contractor agrees to maintain all return information sourced from the IRS in accordance with IRC section 6103(p)(4) and comply with the safeguards requirements set forth in Publication 1075, “Tax Information Security Guidelines for Federal, State and Local Agencies”, which is the IRS published guidance for security guidelines and other safeguards for protecting return information pursuant to 26 CFR § 301.6103(p)(4)-1. In addition, the Contractor shall:

(1) Establish a central point of control for all requests for and receipt of Return Information and maintain a log to account for all subsequent disseminations and products made with/from that information, and movement of the information until destroyed, in accordance with Publication 1075.

(2) Establish procedures for secure storage of return information consistently maintaining two barriers of protection to prevent unauthorized access to the information, including when in transit, in accordance with Publication 1075.

(3) Consistently label return information obtained under this Entire Agreement to make it clearly identifiable and to restrict access by unauthorized individuals. Any duplication or transcription of return information creates new records which must also be properly accounted for and safeguarded. Return information should not be commingled with other records unless the entire file is safeguarded in the same manner as required for return information and the FTI within is clearly labeled in accordance with Publication 1075.

(4) Restrict access to return information solely to officers, employees, agents, and subcontractors of the Contractor whose duties require access for the purposes of carrying out this Entire Agreement. Prior to access, the Contractor must evaluate which personnel require such access on a need-to-know basis. Authorized individuals may only access return information to the extent necessary to perform services related to this Entire Agreement, in accordance with Publication 1075.

(5) Prior to initial access to FTI and annually thereafter, the Contractor will ensure that employees, officers agents, and subcontractors that will have access to return information receive awareness training regarding the confidentiality restrictions applicable to the return information and certify acknowledgement in writing that they are informed of the criminal penalties and civil liability provided by sections 7213, 7213A, and 7431 of the Internal Revenue Code for any willful disclosure or inspection of return information that is not authorized by the Internal Revenue Code, in accordance with Publication 1075.

(6) Contractor must ensure information systems processing return information are compliant with Section 3544(a)(1)(A)(ii) of the Federal Information Security Management Act of 2002 (FISMA).

10.4. Ownership of Confidential Information

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

10.5. Compliance with Applicable Laws, Regulations, Policies and Standards

The Contractor agrees to abide by all applicable, current and as amended federal and State laws, regulations, policies, guidance and standards governing the confidentiality of information to which it may have access under this Entire Agreement, including to but not limited to the Business Associate requirements of HIPAA (www.hhs.gov/ocr/hipaa) and 45 CFR § 155.260. In addition, the Contractor agrees to comply with the State confidentiality policy recognizing a person's basic right to privacy and confidentiality of personal information.

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; Identity Theft Protection Act of 2015, R.I. General Laws Chapter 11-49.3 and HIPAA and its implementing regulations. The Contractor acknowledges that failure to comply with the provisions of this Paragraph constitutes a material breach on the part of the Contractor and will result in the termination of the Entire Agreement.

In connection with all PII that Contractor receives or has access to under this Entire Agreement, the Contractor must comply with Minimum Acceptable Risk Standards for Exchanges (“MARS-E:), version 2.0 dated November 15, 2015 which includes the following suite of documents: Volume I: Harmonized Security and Privacy Framework; Volume II: Minimum Acceptable Risk Standards for Exchanges; Volume III: Catalog of Minimum Acceptable Risk Security and Privacy Controls for Exchanges; and Volume IV: ACA Administering Entity System Security Plan.

Notwithstanding any other requirement set out in this Entire Agreement, the Contractor acknowledges and agrees that the HITECH Act and its implementing regulations impose 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 Entire Agreement as if set forth in this Entire Agreement in their entirety. Notwithstanding anything to the contrary or any provision that may be more restrictive within this Entire Agreement, all requirements and provisions of HITECH, and its implementing regulations currently in effect and promulgated and/or implemented after the date of this Entire Agreement, are automatically effective and incorporated herein. Where this Entire Agreement requires stricter guidelines, the stricter guidelines must be adhered to.

10.6. Breach/Incident Reporting

Upon notice of a suspected or confirmed Incident or Breach, the State 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 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 Incident, remedies may include, among other things, providing 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.

10.7. Other

Failure to abide by the State's confidentiality policy or the required signed Business Associate Agreement (“BAA”) will result in termination remedies, including but not limited to, termination of this Entire Agreement. A BAA shall be signed by the Contractor, simultaneously

or as soon thereafter as possible, from the signing of this Entire Agreement, as required by the State. The Contractor agrees that no findings, listing, or information derived from information obtained through performance of this Entire Agreement may be released or publicly disclosed in any form for any purpose if such findings, listing, or information contains any combination of data elements that might allow an individual to determine a beneficiary's identification without first obtaining written authorization from the State's Contract Manager. Examples of such data elements include, but are not limited to geographic indicators, age, sex, diagnosis, procedure, date of birth, or admission/discharge date(s). The Contractor agrees further that the State shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from the State'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 DHS is considered confidential by the State.

Contractor will inform the State of any change in its administrative, technical, or operational environment that could impact compliance with the terms of this Entire Agreement, including, but not limited to, compliance with 45 CFR § 155.260.

Contractor shall monitor, periodically assess, and update its security controls and related system risks to ensure the continued effectiveness of those controls in accordance with 45 CFR § 155.260(a)(5).

The Contractor shall not be required under the provisions of this Paragraph to keep confidential any Confidential Information or information which is or becomes legitimately publicly available or is rightfully obtained from third parties under no obligation of confidentiality.

Contractor shall establish and maintain, throughout the term of this Entire Agreement, policies and procedures to ensure the safekeeping of Confidential Information and to prevent unauthorized access to or use of such Confidential Information in compliance with ISO 27001 and ISO 27002 (or any replacement standard relating to information security), applicable regulatory requirements, and consistent with industry standards. In addition to its other obligations set forth in this Entire Agreement, whenever Contractor possesses, stores, processes or has access to the State's Confidential Information, Contractor shall comply with those information security policies and procedures reasonably required by the State and updated from time to time.

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

PAR. 11. MODIFICATION OF AGREEMENT

All modifications to the Entire Agreement are subject to 220-RICR-30-00-13.4(C)(1)(c).

PAR. 12. INTEREST OF CONTRACTOR

The Contractor covenants that it presently has no pecuniary interest and shall not acquire any such interest, direct or indirect, without first disclosing to the State in writing and then subsequently obtaining approval, in writing, from the State, that would conflict in any manner or degree with the performance of services required under this Entire 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 Entire Agreement.

PAR. 13. OWNERSHIP

Any and all data, technical information, information systems, materials gathered, originated, developed, prepared, modified, used or obtained by the Contractor in performance of the Entire Agreement, 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”). However, 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 Entire Agreement or acquired or developed after the date of this Entire 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.

PAR. 14. NOTICES

No notice, approval or consent permitted or required to be given by this Entire 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 below, or such other address as either party may direct by notice given to the other as provided, and shall be deemed to be given when received by the addressee.

Contractor:

[Name]
[Address]

The State:
Rhode Island Department of Behavioral Healthcare,
Developmental Disabilities and Hospitals
ATTN:
14 Harrington Road

Cranston, Rhode Island 02920

Rhode Island Department of Health
ATTN:
Two Capitol Hill
Providence, Rhode Island 02908

PAR. 15. GOVERNING LAW

This Agreement, and all questions arising out of or under this Agreement shall be governed by the laws of the State of Rhode Island.

PAR. 16. INSURANCE

Throughout the term of the Agreement and any extended periods Insurance Requirements – Professional Services, attached hereto and made a part hereof, the Contractor and any subcontractor shall procure and maintain, at its own cost and expense, insurance as required by Addendum A, General Conditions of Insurance

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:

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

CONTRACTOR

Director

Title of Authorized Agent

Title of Authorized Agent

Richard Charest

Printed Name of Authorized Agent

Printed Name of Authorized Agent

Signature of Authorized Agent

Signature of Authorized Agent

Date

Date

**RHODE ISLAND DEPARTMENT OF
HEALTH**

Director

Title of Authorized Agent

Printed Name of Authorized Agent

Signature of Authorized Agent

EXHIBIT A
SCOPE OF WORK

EXHIBIT B BUDGET

The Contractor estimates that the budget for allowable expenses for work to be performed under this Agreement is as follows:

Expense Category	Approved Budget Time Period
1. Personnel	\$.00
2. Fringe Benefits	\$.00
3. Consultants	\$.00
4. In-State Travel	\$.00
5. Out-of-State Travel	\$.00
6. Printing/Copying	\$.00
7. Supplies	\$.00
8. Telephone/Internet	\$.00
9. Education/Resource Materials	\$.00
10. Postage	\$.00
11. Other (listed separately)	
Refreshments	\$.00
Incentives	\$.00
12. Equipment	\$.00
13. Subcontracts	\$.00
Sub-Total	\$.00
Indirect/Administrative Cost (10%)	\$.00
Total	\$.00

EXHIBIT C
BUDGET NARRATIVE

EXHIBIT D
PAYMENTS SCHEDULE

Request for Reimbursement

- Before payments are processed, agency invoices will be reviewed to ensure that all allowable costs are appropriately documented. All invoices will be reviewed to prevent deviation from approved contract budgets.
- Agencies will be paid based on actual expenditures and will be reimbursed on a monthly basis.
- Invoices must be submitted to the State Project Officer by the 10th of the month following the reporting period.
- Agencies will include the following required documentation as an attachment to submitted invoice: **(MODIFY TO MIRROR CONTRACT)**
 - Name of employee, title, hours worked, rate of pay
 - Consultant copies of bills submitted (must include rate of pay and number of hours)
 - In-state mileage - rate per mile (as indicated in contract) including number of miles
 - Out-of state mileage - Copy of receipts for all travel related expenses; e.g., travel itinerary, hotel detail bill, parking, taxi & shuttle receipts. Air Travel: include a copy of the boarding pass & receipt. Train Travel: copy of ticket and receipt. No documentation is necessary for per diem expenses, which include meals and incidentals capped at \$30 per day.
 - Copy of all receipts (i.e.; supply purchases, telephone document of expense, etc.)
- Request for Reimbursements that are completed incorrectly will be returned to the Agency Project Coordinator for corrections.
- **Prior written approval** from the State Project Officer must be obtained before variations in the budget line item can be made. The Agency Project Director must submit requests in writing to the State Project Officer. Failure to have written approval for line item changes will result in non-reimbursement of expenditures.

ADDENDUM E

BUSINESS ASSOCIATE AGREEMENT

Except as defined or otherwise provided in this Business Associate Agreement Addendum (this “Addendum”), **INSERT AGENCY OR VENDOR NAME** (“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 (“Covered Entity”), as specified herein and in the Contract, which this Addendum supplements and is made part of, provided such use, access, or disclosure does not violate (A) the Health Insurance Portability and Accountability Act, 42 USC 1320d *et seq.*, and its implementing regulations including, but not limited to, 45 C.F.R. Parts 160, 162 and 164 (respectively, the “Privacy Rule,” the “Security Rule,” and patient confidentiality regulations, and collectively, “HIPAA”), (B) the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated into the American Recovery and Reinvestment Act of 2009, Public Law 111-5, and any regulations adopted or to be adopted pursuant to the HITECH Act that relate to the obligations of business associates (the “HITECH Act”), (C) the Rhode Island Mental Health Law (R.I. Gen. Laws §§ 40.1-5-1 *et seq.*), and (D) the Confidentiality of Health Care Communications and Information Act, (R.I. Gen. Laws §§ 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:

- (i) Terms used, but not otherwise defined, in this Addendum 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.
- (ii) The following terms used in this Addendum shall have the same meanings as they have in HIPAA, the Privacy Rule, the Security Rule 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 or Unsecured PHI, and Use.

B. Specific:

- (i) “Addendum” means this Business Associate Agreement Addendum.
- (ii) “Business Associate” generally has the same meaning as the term “business associate” at 45 C.F.R. § 160.103, and in reference to the party to this Addendum, shall mean [Insert Name of Business Associate].
- (iii) “Contract” means the underlying contractual agreement by and between

Covered Entity and Business Associate, awarded pursuant to State of Rhode Island's Purchasing Law (R.I. Gen. Laws §§ 37-2-1 *et seq.*) and Rhode Island Department of Administration, Division of Purchases, Purchasing Rules, Regulations, and General Conditions of Purchasing.

- (iv) "Covered Entity" generally has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Addendum, shall mean the Rhode Island Department of Health.
- (v) "Electronic Protected Health Information" means PHI that is transmitted by or maintained in electronic media as defined in the Security Rule.
- (vi) "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 45 C.F.R. Part 160 and Part 164 (Subparts A and E).
- (vii) "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 § 13402 (h)(2) of the HITECH Act.
- (viii) "Security Rule" means the Standards for the security of Electronic Protected Health Information found at 45 C.F.R. Parts 160 and 164 (Subparts A and C). The application of 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 shall apply to Business Associate in the same manner that such sections apply to Covered Entity.
- (ix) "Suspected breach" is a suspected acquisition, access, use, or disclosure of Protected Health Information (or "PHI") in violation of the Privacy Rule.

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 Addendum 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 Addendum. 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 from a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum.

- D. Business Associate agrees to report to Covered Entity the discovery of any use or disclosure of PHI not provided for by this Addendum, including breaches of Unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware, within twenty-four (24) hours of the breach and/or Security Incident.
- E. Business Associate agrees to perform any required breach notifications to individuals, federal agencies, and potentially the media, on behalf of Covered Entity, if requested by Covered Entity.
- F. 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 Addendum to Business Associate with respect to such information through a contractual arrangement that complies with 45 C.F.R. § 164.314.
- G. 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.
- H. 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.
- I. Business Associate agrees to maintain reasonable written security procedures and practices, and shall make its internal written procedures, 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.
- J. 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.

- K. 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 Addendum, 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. If Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information 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 twenty-four (24) hours after discovery of the breach and/or Security Incident. Such notice shall include: (i) 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; (ii) a brief description of what happened, including the date of the breach and discovery of the breach; (iii) a description of the type of Unsecured PHI that was involved in the breach; (iv) a description of the investigation into the breach, mitigation of harm to the individuals and protection against further breaches; (v) the results of any and all investigation performed by Business Associate related to the breach; and (vi) contact information of the most knowledgeable individual for Covered Entity to contact relating to the breach and its investigation into the breach. Upon learning new or additional information regarding the breach or Security Incident, Business Associate shall provide corrected supplemental information to Covered Entity.
- L. To the extent Business Associate is carrying out an obligation of Covered Entity's under the Privacy Rule, Business Associate must comply with the requirements of the Privacy Rule that apply to 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 Addendum.
- (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 written security procedures as required by any state law as applicable.

- (ii) The Safeguards set forth in this Addendum 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 Addendum, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the Minimum Necessary policies and procedures of Covered Entity required by 45 C.F.R. § 164.514(d).
- B. Except as otherwise limited in this Addendum, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- C. Except as otherwise limited in this Addendum, Business Associate may disclose PHI for the proper management and administration of 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 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 Addendum, 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 Contract, 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 Addendum shall begin as of the effective date of the Contract and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Section.
- B. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Addendum and the Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or

- (ii) Immediately terminate this Addendum and the Contract if Business Associate has breached a material term of this Addendum and cure is not possible.
- C. Except as provided in Paragraph (D) of this Section, upon any termination or expiration of this Addendum, 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 Covered Entity no later than sixty (60) days prior to the expiration of this Addendum. Upon Covered Entity's written agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Addendum 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 Addendum 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 Addendum from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the Privacy Rule, the Security Rule, and the HITECH Act.
- C. The respective rights and obligations of Business Associate under Sections 6(C) and 6(D) of this Addendum shall survive the termination of this Addendum.
- D. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with HIPAA and the HITECH Act.

- 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 Addendum 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 Addendum 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 Addendum shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.
- I. Should any provision of this Addendum be found unenforceable, it shall be deemed severable and the balance of the Addendum shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.
- J. This Addendum 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 Addendum, including such portions as are incorporated by reference herein, constitutes the entire agreement by, between and among the parties with respect to the subject matter herein, 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 Addendum and such insurance coverage shall apply to all services provided by Business Associate or its agents or subcontractors pursuant to this Addendum. 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 Addendum, including, but not limited to, negligent or intentional acts or omissions. This provision shall survive termination of this Addendum.

8. Acknowledgment.

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

[SIGNATURES ON NEXT PAGE]

Acknowledged and agreed to by:

(INSERT AGENCY OR VENDOR NAME)

TITLE _____

Date

AUTHORIZED AGENT

TITLE _____

Date

FEDERAL FUNDING REQUIREMENTS

COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

In performing the services contained in the Agreement and subsequent amendments, the Subrecipient Entity shall comply with all applicable federal laws and regulations. Specifically, the Subrecipient Entity agrees to comply with the following:

PAR. 1. FEDERAL FUNDING PROVISIONS

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

States are required to collect information from Subrecipient Entities for awards greater than \$25,000 as described in **APPENDIX II – FEDERAL SUBAWARD REPORTING** (hereafter referred to as the FFATA form). The Subrecipient Entity and its sub awardees, if permitted within the scope of this Agreement, will provide new FFATA forms for each contract year. When applicable in multiyear contracts, the Subrecipient Entity is required to review and update the FFATA form, this must be provided to the State 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-Subrecipient Entity paid with Federal Funding will provide the FFATA form for each contract year to the Subrecipient Entity, the Subrecipient Entity must then provide all sub-Subrecipient Entity FFATA forms to the State. Sub-Subrecipient Entity 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. 2. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

By signing this Agreement, the Subrecipient Entity 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 State of Health and Human Services Regulations found in 45 CFR, Parts 80 and 84; the United States State of Education Implementing regulations (34 CFR, Parts 104 and 106; and the United States State 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 **APPENDIX III and IV**, which are incorporated herein by reference and made part of this Agreement, the Subrecipient Entity 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 Subrecipient Entity's written compliance plan, all relevant policies, procedures, workflows, relevant chart of responsible personnel, and/or self-assessments must be available to the State upon request.

The Subrecipient Entity's written compliance plans and/or self-assessments referenced above and detailed in **APPENDIX III and IV** of this Agreement must include but are not limited to the requirements detailed in **APPENDIX III and IV** of this Agreement.

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

The Subrecipient Entity acknowledges receipt of **APPENDIX III - NOTICE TO DEPARTMENT OF HUMAN SERVICES SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 and APPENDIX IV - NOTICE TO DEPARTMENT OF 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 Subrecipient Entity 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 Subrecipient Entity also agrees to comply with the requirements of the Department of Human Services for safeguarding of client information as such requirements are made known to the Subrecipient Entity at the time of this Agreement.

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

PAR. 3. DRUG-FREE WORKPLACE POLICY

The Subrecipient Entity 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 Subrecipient Entity hereby agrees to abide by **APPENDIX V DRUG- FREE WORKPLACE POLICY**, and in accordance therewith has executed **APPENDIX VI DRUG-FREE WORKPLACE POLICY SUBRECIPIENT ENTITY CERTIFICATE OF COMPLIANCE**.

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

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

PAR. 4. PRO-CHILDREN ACT OF 1994("ACT")

As a condition of contracting with the State of Rhode Island, the Subrecipient Entity hereby agrees to abide by **APPENDIX VII CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**, and in accordance has executed **APPENDIX VII CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**.

PAR. 5. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Subrecipient Entity agrees to abide by **APPENDIX VIII INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**, and in accordance has executed the required certification included in **APPENDIX IX CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**.

PAR. 6. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (45 CFR Part 75).

PAR. 7. FEDERAL TAX INFORMATION

Performance: In performance of this Agreement, the Subrecipient Entity agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the Subrecipient Entity or the Subrecipient Entity's employees.
- (2) The Subrecipient Entity and the Subrecipient Entity's employees with access to or who use Federal Tax Information ("FTI") must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any

person except as may be necessary in the performance of this Agreement. Disclosure to anyone other than an officer or employee of the Subrecipient Entity will be prohibited.

(4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(5) The Subrecipient Entity certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Subrecipient Entity at the time the work is completed. If immediate purging of all data storage components is not possible, the Subrecipient Entity certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the Department or its designee. When this is not possible, the Subrecipient Entity will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, subject to prior approval from the Department, and will provide the Department or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.

(8) No work involving Federal Tax Information furnished under this Agreement will be subcontracted without prior written approval of the IRS.

(9) The Subrecipient Entity will maintain a list of employees with authorized access. Such list will be provided to the Department and, upon request, to the IRS.

(10) The Department will have the right to void the Agreement if the Subrecipient Entity fails to provide the safeguards described above.

Criminal/Civil Sanctions:

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to

such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR § 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR § 301.6103(n)-1.

(3) Additionally, it is incumbent upon the Subrecipient Entity to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Subrecipient Entities by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Subrecipient Entity, who by virtue of his/her employment or official position, has possession of or access to the State's records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a Subrecipient Entity access to FTI must be preceded by certifying that each individual understands the State's security policy and procedures for safeguarding IRS information. Subrecipient Entities must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the State's files for review. As part of the certification and at least annually afterwards, Subrecipient Entities must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure to IRS Publication 1075). The training provided before the initial certification and annually thereafter must also cover the Incident response policy and procedure for reporting unauthorized

disclosures and data breaches. (See Section 10 of IRS Publication 1075). For both the initial certification and the annual certification, the Subrecipient Entity must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

Inspection: The IRS and the State, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the Subrecipient Entity to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology ("IT") assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Subrecipient Entity is found to be noncompliant with contract safeguards.

<u>APPENDIX I</u>	FISCAL ASSURANCES
<u>APPENDIX II</u>	FEDERAL SUBAWARD REPORTING
<u>APPENDIX III</u>	NOTICE TO EXECUTIVE OF HUMAN SERVICES' SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
<u>APPENDIX IV</u>	NOTICE TO DEPARTMENT OF HUMAN SERVICES' SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973
<u>APPENDIX V -</u>	DRUG-FREE WORKPLACE POLICY
<u>APPENDIX VI -</u>	DRUG FREE WORKPLACE POLICY SUBRECIPIENT ENTITY CERTIFICATE OF COMPLIANCE
<u>APPENDIX VII -</u>	CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE
<u>APPENDIX VIII-</u>	INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS
<u>APPENDIX IX</u>	CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS
<u>APPENDIX X -</u>	EQUAL EMPLOYMENT OPPORTUNITY
<u>APPENDIX XI -</u>	BYRD ANTI-LOBBYING AMENDMENT

APPENDIX I

FISCAL ASSURANCES

1. The Subrecipient Entity 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 Subrecipient Entity assures a system of adequate internal control will be implemented to ensure a separation of duties in all cash transactions.

3. The Subrecipient Entity assures the existence of an audit trail which includes cancelled checks, voucher authorization, invoices, receiving reports, and time distribution reports.

4. The Subrecipient Entity assures a separate subsidiary ledger of equipment and property will be maintained.

5. The Subrecipient Entity agrees any unexpended funds from this Agreement are to be returned to the State at the end of the time of performance unless the State gives written consent for their retention.

6. The Subrecipient Entity 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 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards. Where applicable:

- Subpart A - Acronyms and Definitions (75.1-75.2)
- Subpart B – General Provisions (75.100 – 75.113)
- Subpart C – Pre-Federal Award Requirements and Contents of Federal Awards (75.200– 200.218)
- Subpart D – Post Federal Award (75.300 – 75.391)
- Subpart E – Cost Principles (75.400 – 75.477)
- Subpart F – Audit Requirements (75.500 – 75.521)
- All Subsequent Addenda

8. If the Subrecipient Entity expends Federal awards during the Subrecipient Entity's particular fiscal year of \$750,000 or more, then 45 CFR § 75.500 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 Subrecipient Entity must review applicable Federal Statutes, regulations, terms and conditions of the Federal Award in accordance with 45 CFR § 75.100 et seq. (a)(2).

APPENDIX II

FEDERAL SUBAWARD REPORTING FFATA FORM

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

Directions:

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

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

IMPORTANT ITEMS TO NOTE ABOUT NEW REQUIREMENT

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

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

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

Rev. 06-2014

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

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

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

Section 2: Sub-Awardee Information																				
Sub-Awardee DUNS+4														System for Award Management Registration Expiration Date (if applicable)						
Sub-Awardee Name (as registered in DUNS)																				
Sub-Awardee Address (as registered in DUNS)							Sub-Award Principal Place of Performance (where work performed)													
Number and Street							Number and Street													
City							City													
State							State													
ZIP+4							ZIP+4													
Executive Compensation† (to be completed by sub-awardee)																				
In preceding fiscal year, did federal funds from all sources make up more than 80% of agency budget? If no, stop. Do not report executive compensation. Proceed to Sub-Awardee Certification.											Yes	No								
In preceding fiscal year, did your agency receive more than \$25 million in federal funds? If no, stop. Do not report executive compensation. Proceed to Sub-Awardee Certification.											Yes	No								

Is information about the compensation of the senior executives in the sub-recipient's organization (including parent organization, all branches, and all affiliates worldwide) publicly available? If no, report executive compensation for five highest paid officials below.			Yes	No
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

Sub-Awardee Certification

executive compensation.

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

Signature

Title of Signatory

Date

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

APPENDIX III

RHODE ISLAND DEPARTMENT OF HUMAN SERVICES NOTICE TO STATE OF HUMAN SERVICES' SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Public and private agencies, organizations, institutions, and persons that receive Federal financial assistance through the Rhode Island Department of Human Services (“DHS”) 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. DHS contracts with Subrecipient Entities include a Subrecipient Entity’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.

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

The Subrecipient Entity 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 DHS upon request.

The Subrecipient Entity’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 Subrecipient Entities and Sub-Subrecipient Entities of the service provider execute assurances that said Subrecipient Entities and Sub-Subrecipient Entities follow Title VI.

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

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

It is the responsibility of each Subrecipient Entity to acquaint itself with all of the provisions of the Title VI regulations. A copy of the regulations is available upon request from the **Department of Human Services**, 57 Howard Avenue, Cranston, RI 02920; telephone number: (401) 462-2121.

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

APPENDIX IV

RHODE ISLAND DEPARTMENT OF HUMAN SERVICES NOTICE TO RHODE ISLAND DEPARTMENT OF HUMAN SERVICES' SUBRECIPIENT ENTITIES OF THEIR RESPONSIBILITIES UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973

Public and private agencies, organizations, institutions, and persons that receive Federal financial assistance through the **Rhode Island Department of Human Services ("DHS")** 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. DHS 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 Subrecipient Entity 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 Subrecipient Entity's written compliance plan and all relevant policies, procedures, workflows and relevant chart of responsible personnel must be available to DHS upon request.

The Subrecipient Entity'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 Subrecipient Entities and Sub-Subrecipient Entities of the service provider execute assurances that said Subrecipient Entities and Sub-Subrecipient Entities are following Section 504.

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

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

It is the responsibility of each Subrecipient Entity 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 **Department of Human Services**, 57 Howard Avenue, Cranston, RI 02920; telephone number (401) 462-2121.

Subrecipient Entities 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)

APPENDIX V

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.

APPENDIX VI

**DRUG-FREE WORKPLACE POLICY
SUBRECIPIENT ENTITY CERTIFICATE
OF COMPLIANCE**

I, _____, (Name) _____ (Title)
_____ (Subrecipient Entity Name), a Subrecipient Entity 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 Agreement.

SIGNATURE:

TITLE:

DATE:

APPENDIX VII

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 Director. 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/Subrecipient Entity certifies that it will comply with the requirements of the Act. The applicant/Subrecipient Entity 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-Subrecipient Entities shall certify accordingly.

SIGNATURE:

TITLE:

DATE:

APPENDIX VIII

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

PRIMARY COVERED TRANSACTIONS

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

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the State's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the State determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the State. The State may terminate this transaction for cause or default.
3. The prospective primary participant shall provide immediate written notice to the State 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 and 12689.
5. A contract award will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the State.

7. 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 the State, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. 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).
9. 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.
10. Except for transactions authorized under Paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the State may terminate this transaction for cause of default.

APPENDIX IX

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local 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 statues 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:

APPENDIX X

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Subrecipient Entity agrees as follows:

1. The Subrecipient Entity 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 Subrecipient Entity 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 Subrecipient Entity agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

2. The Subrecipient Entity shall, in all solicitations or advertising for employees placed by or on behalf of the Subrecipient Entity 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 Subrecipient Entity shall inform the contracting State's equal employment opportunity coordinator of any discrimination complaints brought to an external regulatory body (RI Ethics Commission, RI State 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 Subrecipient Entity 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. Subrecipient Entities and sub Subrecipient Entities with agreements in excess of \$50,000 shall also pursue in good faith affirmative action programs.

6. The Subrecipient Entity 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 sub Subrecipient Entity, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

APPENDIX XI

BYRD ANTI-LOBBYING AMENDMENT

No Federal or State appropriated funds shall be expended by the Subrecipient Entity 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 Subrecipient Entities receiving over \$100,000 in Federal or State funds file with the State 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 Subrecipient Entity shall complete and submit a "Disclosure of Lobbying Activities" form.

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

The Subrecipient Entity 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:

Implementation Method 2 (IM2)

GC Addendum F – Supplemental Terms and Conditions

Name of Contractor:

Title of Agreement: [Title]

Basis for Contract: [Competitive Bid]

Contract Award: [\$Amount]

Term of the Agreement: [Date] through [Date]. An extension may be granted for [Date] through [Date]

This Addendum to the State’s General Conditions of Purchase (220-RICR-30-00-13 available at <https://rules.sos.ri.gov/regulations/part/220-30-00-13>), supplements and serves as additional terms and conditions to the General Conditions of Purchase (“General Conditions”). Under the General Conditions of Purchase, 220-RICR-30-00-13.34, this Addendum serves as GC Addendum F. The Contractor further agrees as follows:

WHEREAS this contract is executed between the [Agency] (the “State”) and [Vendor] (the “Contractor”) (collectively the “Parties”) for services rendered to the State as the [Description];

WHEREAS the Contractor will perform all duties and responsibilities contained in the Scope of Work (Exhibit A) and adhere to the agreed-upon budget (Exhibit B);

WHEREAS the Contractor is a [Description] and therefore willing and qualified to provide services as the [Description]; and

WHEREAS the [Description], in addition to the performance requirements enumerated in PAR 2.

NOW THEREFORE, the Parties, for good and valuable consideration, the receipt of which is hereby acknowledged, 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 Purchase apply as the governing terms and conditions of the Entire Agreement, which can be obtained at <https://rules.sos.ri.gov/regulations/part/220-30-00-13>. In addition, the provisions of Federal Laws, Regulations and Procedures governing the implementation of federal funds apply to this Entire Agreement.

PAR. 2. PERFORMANCE

In addition to the obligations stated in 220-RICR-30-00-13.22, the Contractor shall perform all obligations, duties, and work for the Term of the Agreement under this Entire Agreement. Said duties and responsibilities are contained in the Scope of Work in Exhibit A and Budget in Exhibit B. The Rhode Island Departments of Health (“RIDOH”) and Behavioral Healthcare, Developmental Disabilities and Hospitals (“BHDDH”) (collectively, the “State”) shall have the right, at all times, to review the work being performed and to that end, BHDDH shall be given reasonable access to all activities related to the Entire Agreement.

PAR. 3. TIME OF PERFORMANCE

The Contractor shall perform under the Entire Agreement [Description] for a term commencing on [Date] and ending on [Date] (the “Term of the Agreement”), with the option to renew for up to four additional 12-month periods based upon Contractor performance and the availability of funds.

PAR. 4. INDEPENDENT CONTRACTOR

The Contractor shall be engaged as an independent contractor of the State. Nothing contained in the Entire Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. The Contractor may not act as agent for, or on behalf of, BHDDH or to bind BHDDH in any manner. BHDDH shall issue an IRS Form 1099 reflecting the Contractor's compensation and shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income, and other payroll taxes, workers' compensation, disability benefits, or other legal requirements applicable to the Contractor. The Contractor will not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the State.

PAR. 5. PROJECT OFFICER – BHDDH

BHDDH shall appoint a Contract Manager (“Project Officer” or “Contract Manager”) to manage this Entire Agreement. The Contractor agrees to maintain close and continuing communication with the Contract Manager throughout the performance of work and services undertaken under the terms of the Entire Agreement. The Contract Manager is responsible for seeking authorization of all payments made by BHDDH to the Contractor under the Entire Agreement. No work shall be commenced on the part of the Contractor without a valid Purchase Order issued by the Department of Administration, Division of Purchases.

PAR. 6. CONTRACTOR

The Contractor shall be responsible for coordinating and reporting work performed pursuant to the Entire Agreement, subject to and in accordance with the Scope of Work in Exhibit A and within the Budget in Exhibit B. The Contractor shall notify BHDDH in writing immediately and seek approval from BHDDH should a change to the Entire Agreement be necessary in the opinion of the Contractor. Under no circumstances will a change be undertaken without the prior written approval of BHDDH.

PAR. 7. WORK REVIEWS

The Contractor recognizes the responsibilities of BHDDH to provide financial oversight of its contractors and consultants and agrees that the scope of all work performed under the Entire Agreement may be reviewed by BHDDH and/or its designee and/or by any third party designated by BHDDH, for the purpose of verifying hours, costs, and expenses, and to ensure that they are in conformance with state and federal laws, regulations and policies or for any other reason in the sole discretion of BHDDH.

PAR. 8. RESPONSIBILITIES UPON TERMINATION AND/OR DEFAULT OF THE ENTIRE AGREEMENT

Upon termination and/or default in accordance with 220-RICR-30-00-13.20 and the delivery to the Contractor of a notice of termination, specifying the nature of the termination, the extent to which performance of work under the Entire Agreement is terminated, and the date upon which such termination becomes effective, the Contractor shall:

1. Stop work under the Entire Agreement on the date and to the extent specified in the notice of termination.
2. Take such action as may be necessary, or as BHDDH may reasonably direct, for the protection and preservation of the property related to the Entire Agreement, 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 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, 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 the Entire Agreement. 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 its 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 all files, processing systems, data manuals, or other documentation, in any form, that relate to the work completed or in progress prior to the notice of termination.
7. If instructed, 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. Upon termination, Contractor agrees to an orderly transition in accordance with 220-RICR-30-00-13.30. 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 Entire 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-upon rates for personnel used in providing such training and/or services, unless services delivered are already defined herein and rates established, in which case 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 a form acceptable to BHDDH.

PAR. 9 ACCESSIBILITY AND RETENTION OF RECORDS

The Contractor agrees to make accessible and to maintain all fiscal and activity records relating to the Entire Agreement to state and/or federal officials, or their designated representatives, necessary to verify the accuracy of Contractor invoices or compliance with the Entire Agreement. This accessibility requirement shall include the right to review and copy such records. This requirement is also intended to include 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 Entire Agreement. If such records are maintained out of BHDDH of Rhode Island, such records shall be made accessible by the Contractor at a Rhode Island location. Fiscal records, and narrative records pertaining to activities performed will be retained by the Contractor for audit purposes for a period of at least three (3) years following the submission of the final expenditure report for the Entire Agreement or 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, will provide and maintain a quality assurance system acceptable to BHDDH covering deliverables and services under this Entire Agreement and will tender to BHDDH only those deliverables that have been inspected and found to conform to the Entire Agreement's requirements. The Contractor will keep records evidencing inspections and their results and will make these records available to BHDDH during the Term of the Agreement and for three (3) years after final payment.

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

PAR. 10. SECURITY AND CONFIDENTIALITY

10.1. Definitions

The following definitions shall apply:

1. "Breach," as defined pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") guidelines as well as those found in the Health Information Technology for Economic and Clinical Health Act

(“HITECH”), means an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of Protected Health Information (“PHI”) in violation of HIPAA privacy rules that compromise Personally Identifiable Information (“PII”) security or privacy. Additionally, a Breach or suspected Breach means an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PII or Sensitive Information (“SI”).

2. “Incident,” as defined by OMB Memorandum M-17-12, “Preparing for and Responding to a Breach of Personally Identifiable Information” (January 3, 2017), as an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

3. “Confidential Information” means, in addition to how it is defined in §13.17, any and all information that Contractor receives or has access to under the Entire Agreement, including but not limited to; PII; SI; PHI; Return Information; other information (including electronically stored information) or 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; any other records, reports, opinions, information, and statements required to be kept confidential by State or federal law or regulation, or rule of court; any statistical, personal, technical and other data and information relating to BHDDH’s data; or other such data protected by State and federal laws, regulations.

4. “Personally Identifiable Information” or “PII” means 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 45 CFR § 75.2 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 45 CFR § 75.2 Protected Personally Identifiable Information).

5. “Protected Health Information” or “PHI” means individually identifiable information relating to the past, present, or future health status of an individual that is created, collected, or transmitted, or maintained by a HIPAA-covered entity in relation to the provision of healthcare, payment for healthcare services, or use in healthcare operations. Health information such as diagnoses, treatment information, medical test results, and prescription information are considered protected health information under HIPAA, as are national identification numbers and demographic information such as birth dates, gender, ethnicity, and contact and emergency contact information. PHI relates to physical records, while ePHI is any PHI that is created, stored, transmitted, or received electronically. PHI does not include information contained in educational and employment records, that includes health information maintained by a HIPAA covered entity in its capacity as an employer.

6. “Return Information” is defined under 26 USC § 6103(b)(2) and has the same meaning as “Federal Tax Information” or “FTI” as used in IRS Publication 1075.

7. “Sensitive Information” or “SI” means information that could be expected to have a serious, severe or catastrophic adverse effect on organizational operations, organizational assets, or individuals if the confidentiality, integrity, or availability is lost. 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).

10.2. General

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 Entire Agreement as required by this Entire Agreement, the RFP and proposal, or which becomes available to the Contractor in carrying out the Entire Agreement and the RFP and the proposal and agrees to comply with State requirements for safeguarding Confidential Information. All such information shall be held in strict confidence and protected by the Contractor from unauthorized use and disclosure utilizing the same or more effective procedural requirements as are applicable to BHDDH.

10.3. Privacy and Security Safeguards and Obligations

For all Confidential Information under the Entire Agreement, the Contractor must comply with the following privacy and security requirements and obligations:

a. Ensure that its employees, contractors, and agents implement the appropriate administrative, physical, and technical safeguards to protect Confidential Information received by Contractor under this Entire Agreement from loss, theft, or inadvertent disclosure.

i. Administrative Safeguards. Contractor will advise all users who will have access to the Confidential Information of its confidential nature, the safeguards required to protect the Confidential Information, and the civil and criminal sanctions for noncompliance contained in applicable Federal laws.

ii. Physical Security/Storage: Contractor will store the Confidential Information in an area that is physically and technologically secure from access by unauthorized persons during duty hours, as well as non-duty hours or when not in use (e.g., door locks, card keys, biometric identifiers, etc.). Only authorized personnel will transport the Confidential Information. Contractor will establish appropriate safeguards for such Confidential Information, as determined by a risk-based assessment of the circumstances involved.

iii. Technical Safeguards: Contractor agrees that the Confidential Information exchanged under this Entire Agreement will be processed under the immediate supervision and control of authorized personnel to protect the confidentiality of the Confidential Information in such a way that unauthorized persons cannot retrieve any such Confidential Information by means of computer, remote terminal, or other means. Contractor personnel must enter personal identification information when accessing Confidential Information on BHDDH's systems. Contractor will strictly limit authorization to those electronic Confidential Information areas necessary for authorized persons to perform his or her official duties.

iv. Understand that they are responsible for safeguarding this information at all times, regardless of whether or not the Contractor employee, subcontractor, or agent is at his or her regular duty station.

v. Ensure that laptops and other electronic devices/media containing Confidential Information that constitutes PII are encrypted and/or password protected.

vi. Send E-mails containing Confidential Information that constitutes PII only if encrypted and being sent to and received by email addresses of persons authorized to receive such information. In the case of FTI, Contractor employees, subcontractors, and agents must comply with Internal Revenue Service ("IRS") Publication 1075's rules and restrictions on emailing return information.

vii. Restrict access to the Confidential Information only to those authorized Contractor employees, subcontractors, and agents who need such

Confidential Information to perform their official duties in connection with purposes identified in this Entire Agreement; such restrictions shall include, at a minimum, role-based access that limits access to those individuals who need it to perform their official duties in connection with the uses of Confidential Information authorized in this Entire Agreement (“authorized users”). Contractor shall not use or access Confidential Data for independent projects unrelated to the purposes identified in this Entire Agreement. Further, the Contractor shall advise all users who will have access to the Confidential Information provided under this Entire Agreement of the confidential nature of the Confidential Information, the safeguards required to protect the Confidential Information, and the civil and criminal sanctions for noncompliance contained in the applicable federal laws. The Contractor shall require its contractors, agents, and all employees of such contractors or agents with authorized access to the Confidential Information disclosed under this Entire Agreement, to comply with the terms and conditions set forth in this Entire Agreement, and not to duplicate, disseminate, or disclose such Confidential Information unless authorized under this Entire Agreement.

viii. For receipt of FTI, the Contractor agrees to maintain all return information sourced from the IRS in accordance with IRC section 6103(p)(4) and comply with the safeguards requirements set forth in Publication 1075, “Tax Information Security Guidelines for Federal, State and Local Agencies”, which is the IRS published guidance for security guidelines and other safeguards for protecting return information pursuant to 26 CFR § 301.6103(p)(4)-1. In addition, the Contractor shall:

(1) Establish a central point of control for all requests for and receipt of Return Information and maintain a log to account for all subsequent disseminations and products made with/from that information, and movement of the information until destroyed, in accordance with Publication 1075.

(2) Establish procedures for secure storage of return information consistently maintaining two barriers of protection to prevent unauthorized access to the information, including when in transit, in accordance with Publication 1075.

(3) Consistently label return information obtained under this Entire Agreement to make it clearly identifiable and to restrict access by unauthorized individuals. Any duplication or transcription of return information creates new records which must also be properly accounted for and safeguarded. Return information should not be commingled with other records unless the entire file is safeguarded in the same manner as required for return information and the FTI within is clearly labeled in accordance with Publication 1075.

(4) Restrict access to return information solely to officers, employees, agents, and subcontractors of the Contractor whose duties require access for the purposes of carrying out this Entire Agreement. Prior to access, the Contractor must evaluate which personnel require such access on a need-to-know basis. Authorized individuals may only access return information to the extent necessary to perform services related to this Entire Agreement, in accordance with Publication 1075.

(5) Prior to initial access to FTI and annually thereafter, the Contractor will ensure that employees, officers agents, and subcontractors that will have access to return information receive awareness training regarding the confidentiality restrictions applicable to the return information and certify acknowledgement in writing that they are informed of the criminal penalties and civil liability provided by sections 7213, 7213A, and 7431 of the Internal Revenue Code for any willful disclosure or inspection of return information that is not authorized by the Internal Revenue Code, in accordance with Publication 1075.

(6) Contractor must ensure information systems processing return information are compliant with Section 3544(a)(1)(A)(ii) of the Federal Information Security Management Act of 2002 (FISMA).

10.4. Ownership of Confidential Information

The Contractor expressly agrees and acknowledges that Confidential Information provided to and/or transferred by BHDDH or to which the Contractor has access to for the performance of this Entire 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 Confidential Information and/or information and/or database upon BHDDH's written request and/or cancellation and/or termination of this Entire Agreement.

10.5. Compliance with Applicable Laws, Regulations, Policies and Standards

The Contractor agrees to abide by all applicable, current and as amended federal and State laws, regulations, policies, guidance and standards governing the confidentiality of information to which it may have access under this Entire Agreement, including to but not limited to the Business Associate requirements of HIPAA (www.hhs.gov/ocr/hipaa) and 45 CFR § 155.260. In addition, the Contractor agrees to comply with BHDDH confidentiality policy recognizing a person's basic right to privacy and confidentiality of personal information.

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; Identity Theft Protection Act of 2015, R.I. General Laws Chapter 11-49.3 and HIPAA and its implementing regulations. The Contractor acknowledges that failure to comply with the provisions of this Paragraph constitutes a material breach on the part of the Contractor and will result in the termination of the Entire Agreement.

In connection with all PII that Contractor receives or has access to under this Entire Agreement, the Contractor must comply with Minimum Acceptable Risk Standards for Exchanges (“MARS-E:), version 2.0 dated November 15, 2015 which includes the following suite of documents: Volume I: Harmonized Security and Privacy Framework; Volume II: Minimum Acceptable Risk Standards for Exchanges; Volume III: Catalog of Minimum Acceptable Risk Security and Privacy Controls for Exchanges; and Volume IV: ACA Administering Entity System Security Plan.

Notwithstanding any other requirement set out in this Entire Agreement, the Contractor acknowledges and agrees that the HITECH Act and its implementing regulations impose 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 Entire Agreement as if set forth in this Entire Agreement in their entirety. Notwithstanding anything to the contrary or any provision that may be more restrictive within this Entire Agreement, all requirements and provisions of HITECH, and its implementing regulations currently in effect and promulgated and/or implemented after the date of this Entire Agreement, are automatically effective and incorporated herein. Where this Entire Agreement requires stricter guidelines, the stricter guidelines must be adhered to.

10.6. Breach/Incident Reporting

Upon notice of a suspected or confirmed Incident or Breach, 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 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 Incident, remedies may include, among other things, providing 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.

10.7. Other

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 Entire Agreement. A BAA shall be signed by the Contractor, simultaneously

or as soon thereafter as possible, from the signing of this Entire Agreement, as required by BHDDH. The Contractor agrees that no findings, listing, or information derived from information obtained through performance of this Entire Agreement may be released or publicly disclosed in any form for any purpose if such findings, listing, or information contains any combination of data elements that might allow an individual to determine a beneficiary's identification without first obtaining written authorization from BHDDH's Contract Manager. 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 BHDDH is considered confidential by BHDDH.

Contractor will inform BHDDH of any change in its administrative, technical, or operational environment that could impact compliance with the terms of this Entire Agreement, including, but not limited to, compliance with 45 CFR § 155.260.

Contractor shall monitor, periodically assess, and update its security controls and related system risks to ensure the continued effectiveness of those controls in accordance with 45 CFR § 155.260(a)(5).

The Contractor shall not be required under the provisions of this Paragraph to keep confidential any Confidential Information or information which is or becomes legitimately publicly available or is rightfully obtained from third parties under no obligation of confidentiality.

Contractor shall establish and maintain, throughout the term of this Entire Agreement, policies and procedures to ensure the safekeeping of Confidential Information and to prevent unauthorized access to or use of such Confidential Information in compliance with ISO 27001 and ISO 27002 (or any replacement standard relating to information security), applicable regulatory requirements, and consistent with industry standards. In addition to its other obligations set forth in this Entire Agreement, whenever Contractor possesses, stores, processes or has access to BHDDH's Confidential Information, Contractor shall comply with those information security policies and procedures reasonably required by BHDDH and updated from time to time.

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. 11. MODIFICATION OF AGREEMENT

All modifications to the Entire Agreement are subject to 220-RICR-30-00-13.4(C)(1)(c).

PAR. 12. 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 Entire 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 Entire Agreement.

PAR. 13. OWNERSHIP

Any and all data, technical information, information systems, materials gathered, originated, developed, prepared, modified, used or obtained by the Contractor in performance of the Entire Agreement, 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 BHDDH (“State Property”). However, 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 Entire Agreement or acquired or developed after the date of this Entire 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.

PAR. 14. NOTICES

No notice, approval or consent permitted or required to be given by this Entire 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 below, or such other address as either party may direct by notice given to the other as provided, and shall be deemed to be given when received by the addressee.

Contractor:

[Name]
[Address]
[Address]

State:

State of Rhode Island, Department of Behavioral Healthcare,
Developmental Disabilities and Hospitals
ATT
14 Harrington Road

Cranston, RI 02920

PAR. 15. GOVERNING LAW

This Agreement, and all questions arising out of or under this Agreement shall be governed by the laws of BHDDH of Rhode Island.

PAR. 16. INSURANCE

Throughout the term of the Agreement and any extended periods Insurance Requirements – Professional Services, attached hereto and made a part hereof, the Contractor and any subcontractor shall procure and maintain, at its own cost and expense, insurance as required by Addendum A, General Conditions of Insurance

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

CONTRACTOR

Director

Title of Authorized Agent

Title of Authorized Agent

Richard Charest

Printed Name of Authorized Agent

Printed Name of Authorized Agent

Signature of Authorized Agent

Signature of Authorized Agent

Date

Date

EXHIBIT A
SCOPE OF WORK

EXHIBIT B BUDGET

The Contractor estimates that the budget for allowable expenses for work to be performed under this Agreement is as follows:

Expense Category	Approved Budget Time Period
1. Personnel	\$.00
2. Fringe Benefits	\$.00
3. Consultants	\$.00
4. In-State Travel	\$.00
5. Out-of-State Travel	\$.00
6. Printing/Copying	\$.00
7. Supplies	\$.00
8. Telephone/Internet	\$.00
9. Education/Resource Materials	\$.00
10. Postage	\$.00
11. Other (listed separately)	
Refreshments	\$.00
Incentives	\$.00
12. Equipment	\$.00
13. Subcontracts	\$.00
Sub-Total	\$.00
Indirect/Administrative Cost (10%)	\$.00
Total	\$.00

EXHIBIT C
BUDGET NARRATIVE

EXHIBIT D PAYMENTS SCHEDULE

Request for Reimbursement

- Before payments are processed, agency invoices will be reviewed to ensure that all allowable costs are appropriately documented. All invoices will be reviewed to prevent deviation from approved contract budgets.
- Agencies will be paid based on actual expenditures and will be reimbursed on a monthly basis.
- Invoices must be submitted to BHDDH Project Officer by the 10th of the month following the reporting period.
- Agencies will include the following required documentation as an attachment to submitted invoice: **(MODIFY TO MIRROR CONTRACT)**
 - Name of employee, title, hours worked, rate of pay
 - Consultant copies of bills submitted (must include rate of pay and number of hours)
 - In-state mileage - rate per mile (as indicated in contract) including number of miles
 - Out-of state mileage - Copy of receipts for all travel related expenses; e.g., travel itinerary, hotel detail bill, parking, taxi & shuttle receipts. Air Travel: include a copy of the boarding pass & receipt. Train Travel: copy of ticket and receipt. No documentation is necessary for per diem expenses, which include meals and incidentals capped at \$30 per day.
 - Copy of all receipts (i.e.; supply purchases, telephone document of expense, etc.)
- Request for Reimbursements that are completed incorrectly will be returned to the Agency Project Coordinator for corrections.
- **Prior written approval** from BHDDH Project Officer must be obtained before variations in the budget line item can be made. The Agency Project Director must submit requests in writing to BHDDH Project Officer. Failure to have written approval for line item changes will result in non-reimbursement of expenditures.

Implementation Method 3 (IM3)



Department of Health

Three Capitol Hill
Providence, RI 02908-5097

TTY: 711
www.health.ri.gov

GC Addendum F – Supplemental Terms and Conditions

Name of Contractor:

Title of Agreement: [Title]

Basis for Contract: [Competitive Bid]

Contract Award: [\$Amount]

Term of the Agreement: [Date] through [Date]. An extension may be granted for [Date] through [Date]

This Addendum to the State’s General Conditions of Purchase (220-RICR-30-00-13 available at <https://rules.sos.ri.gov/regulations/part/220-30-00-13>), supplements and serves as additional terms and conditions to the General Conditions of Purchase (“General Conditions”). Under the General Conditions of Purchase, 220-RICR-30-00-13.34, this Addendum serves as GC Addendum F. The Contractor further agrees as follows:

WHEREAS this contract is executed between the [Agency] (the “State”) and [Vendor] (the “Contractor”) (collectively the “Parties”) for services rendered to the State as the [Description];

WHEREAS the Contractor will perform all duties and responsibilities contained in the Scope of Work (Exhibit A) and adhere to the agreed-upon budget (Exhibit B);

WHEREAS the Contractor is a [Description] and therefore willing and qualified to provide services as the [Description]; and

WHEREAS the [Description], in addition to the performance requirements enumerated in PAR 2.

NOW THEREFORE, the Parties, for good and valuable consideration, the receipt of which is hereby acknowledged, 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 Purchase apply as the governing terms and conditions of the Entire Agreement, which can be obtained at <https://rules.sos.ri.gov/regulations/part/220-30-00-13>. In addition, the provisions of Federal Laws, Regulations and Procedures governing the implementation of federal funds apply to this Entire Agreement.

PAR. 2. PERFORMANCE

In addition to the obligations stated in 220-RICR-30-00-13.22, the Contractor shall perform all obligations, duties, and work for the Term of the Agreement under this Entire Agreement. Said duties and responsibilities are contained in the Scope of Work in Exhibit A and Budget in Exhibit B. The Rhode Island Department of Health (“RIDOH”) shall have the right, at all times, to review the work being performed and to that end, RIDOH shall be given reasonable access to all activities related to the Entire Agreement.

PAR. 3. TIME OF PERFORMANCE

The Contractor shall perform under the Entire Agreement [Description] for a term commencing on [Date] and ending on [Date] (the “Term of the Agreement”), with the option to renew for up to four additional 12-month periods based upon Contractor performance and the availability of funds.

PAR. 4. INDEPENDENT CONTRACTOR

The Contractor shall be engaged as an independent contractor of the State. Nothing contained in the Entire Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. The Contractor may not act as agent for, or on behalf of, the State or to bind the State in any manner. The State shall issue an IRS Form 1099 reflecting the Contractor's compensation and shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income, and other payroll taxes, workers' compensation, disability benefits, or other legal requirements applicable to the Contractor. The Contractor will not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the State.

PAR. 5. PROJECT OFFICER - RIDOH

RIDOH shall appoint a Contract Manager ("Project Officer" or "Contract Manager") to manage this Entire Agreement. The Contractor agrees to maintain close and continuing communication with the Contract Manager throughout the performance of work and services undertaken under the terms of the Entire Agreement. The Contract Manager is responsible for seeking authorization of all payments made by RIDOH to the Contractor under the Entire Agreement. No work shall be commenced on the part of the Contractor without a valid Purchase Order issued by the Department of Administration, Division of Purchases.

PAR. 6. CONTRACTOR

The Contractor shall be responsible for coordinating and reporting work performed pursuant to the Entire Agreement, subject to and in accordance with the Scope of Work in Exhibit A and within the Budget in Exhibit B. The Contractor shall notify RIDOH in writing immediately and seek approval from RIDOH should a change to the Entire Agreement be necessary in the opinion of the Contractor. Under no circumstances will a change be undertaken without the prior written approval of RIDOH.

PAR. 7. WORK REVIEWS

The Contractor recognizes the responsibilities of RIDOH to provide financial oversight of its contractors and consultants and agrees that the scope of all work performed under the Entire Agreement may be reviewed by RIDOH and/or its designee and/or by any third party designated by RIDOH, for the purpose of verifying hours, costs, and expenses, and to ensure that they are in conformance with state and federal laws, regulations and policies or for any other reason in the sole discretion of RIDOH.

PAR. 8. RESPONSIBILITIES UPON TERMINATION AND/OR DEFAULT OF THE ENTIRE AGREEMENT

Upon termination and/or default in accordance with 220-RICR-30-00-13.20 and the delivery to the Contractor of a notice of termination, specifying the nature of the termination, the extent to which

performance of work under the Entire Agreement is terminated, and the date upon which such termination becomes effective, the Contractor shall:

1. Stop work under the Entire Agreement on the date and to the extent specified in the notice of termination.
2. Take such action as may be necessary, or as RIDOH may reasonably direct, for the protection and preservation of the property related to the Entire Agreement, which is in the possession of the Contractor and in which the State has or may acquire an interest.
3. Terminate all orders to the extent that they relate to the performance of work terminated by the notice of termination.
4. Subject to the provisions of this paragraph, assign to the State all of the rights, title, and interest of the Contractor under the orders so terminated, in which case the State shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders, however, notwithstanding this provision, the Contractor will not be obligated to assign any such rights, title or interest in the absence of payment therefore by the State.
5. With the approval or ratification of the State, 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 the Entire Agreement. Final approval by the State 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 its rights to the State (to the extent that title has not already been transferred) and deliver in the manner, at reasonable times, and to the extent reasonably directed by the State all files, processing systems, data manuals, or other documentation, in any form, that relate to the work completed or in progress prior to the notice of termination.
7. If instructed, 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. Upon termination, Contractor agrees to an orderly transition in accordance with 220-RICR-30-00-13.30. Prior to the end of the Termination and up to sixty (60) days thereafter, the Contractor agrees to make an orderly transition of contract and/or deliverables hereunder and to perform any and all tasks in good faith that are necessary to preserve the integrity of the work performed by the Contractor on behalf of the State. Upon termination or expiration of the Entire Agreement, the Contractor shall, if requested by the State at least thirty (30) days prior to such termination or expiration, provide reasonable training for the successor entity and/or continued performance of services. For providing such training or continued performance after the Term of the Agreement, the State shall pay the Contractor at mutually agreed-upon rates for personnel used in providing such training and/or services,

unless services delivered are already defined herein and rates established, in which case such rates shall apply for such period. Should any missing data, materials, documents, etc., be discovered after expiration or termination, a grace period of one hundred and twenty (120) days shall be in effect during which the data, materials, documents, etc., is to be provided at a predetermined cost or at no additional cost if the Contractor caused the loss. Lost data shall be provided to the State in a form acceptable to the State.

PAR. 9 ACCESSIBILITY AND RETENTION OF RECORDS

The Contractor agrees to make accessible and to maintain all fiscal and activity records relating to the Entire Agreement to state and/or federal officials, or their designated representatives, necessary to verify the accuracy of Contractor invoices or compliance with the Entire Agreement. This accessibility requirement shall include the right to review and copy such records. This requirement is also intended to include 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 Entire Agreement. 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. Fiscal records, and narrative records pertaining to activities performed will be retained by the Contractor for audit purposes for a period of at least three (3) years following the submission of the final expenditure report for the Entire Agreement or 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, will provide and maintain a quality assurance system acceptable to the State covering deliverables and services under this Entire Agreement and will tender to the State only those deliverables that have been inspected and found to conform to the Entire Agreement's requirements. The Contractor will keep records evidencing inspections and their results and will make these records available to the state during the Term of the Agreement and for three (3) years after final payment.

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 the Entire Agreement.

PAR. 10. SECURITY AND CONFIDENTIALITY

10.1. Definitions

The following definitions shall apply:

1. "Breach," as defined pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") guidelines as well as those found in the Health Information Technology for Economic and Clinical Health Act ("HITECH"), means an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of Protected Health Information ("PHI") in

violation of HIPAA privacy rules that compromise Personally Identifiable Information (“PII”) security or privacy. Additionally, a Breach or suspected Breach means an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PII or Sensitive Information (“SI”).

2. “Incident,” as defined by OMB Memorandum M-17-12, “Preparing for and Responding to a Breach of Personally Identifiable Information” (January 3, 2017), as an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

3. “Confidential Information” means, in addition to how it is defined in §13.17, any and all information that Contractor receives or has access to under the Entire Agreement, including but not limited to; PII; SI; PHI; Return Information; other information (including electronically stored information) or 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; any other records, reports, opinions, information, and statements required to be kept confidential by State or federal law or regulation, or rule of court; any statistical, personal, technical and other data and information relating to the State’s data; or other such data protected by State and federal laws, regulations.

4. “Personally Identifiable Information” or “PII” means 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 45 CFR § 75.2 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 45 CFR § 75.2 Protected Personally Identifiable Information).

5. “Protected Health Information” or “PHI” means individually identifiable information relating to the past, present, or future health status of an individual that is created, collected, or transmitted, or maintained by a HIPAA-

covered entity in relation to the provision of healthcare, payment for healthcare services, or use in healthcare operations. Health information such as diagnoses, treatment information, medical test results, and prescription information are considered protected health information under HIPAA, as are national identification numbers and demographic information such as birth dates, gender, ethnicity, and contact and emergency contact information. PHI relates to physical records, while ePHI is any PHI that is created, stored, transmitted, or received electronically. PHI does not include information contained in educational and employment records, that includes health information maintained by a HIPAA covered entity in its capacity as an employer.

6. “Return Information” is defined under 26 USC § 6103(b)(2) and has the same meaning as “Federal Tax Information” or “FTI” as used in IRS Publication 1075.

7. “Sensitive Information” or “SI” means information that could be expected to have a serious, severe or catastrophic adverse effect on organizational operations, organizational assets, or individuals if the confidentiality, integrity, or availability is lost. 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).

10.2. General

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 Entire Agreement as required by this Entire Agreement, the RFP and proposal, or which becomes available to the Contractor in carrying out the Entire Agreement and the RFP and the proposal and agrees to comply with State requirements for safeguarding Confidential Information. All such information shall be held in strict confidence and protected by the Contractor from unauthorized use and disclosure utilizing the same or more effective procedural requirements as are applicable to the State.

10.3. Privacy and Security Safeguards and Obligations

For all Confidential Information under the Entire Agreement, the Contractor must comply with the following privacy and security requirements and obligations:

a. Ensure that its employees, contractors, and agents implement the appropriate administrative, physical, and technical safeguards to protect Confidential

Information received by Contractor under this Entire Agreement from loss, theft, or inadvertent disclosure.

- i. **Administrative Safeguards.** Contractor will advise all users who will have access to the Confidential Information of its confidential nature, the safeguards required to protect the Confidential Information, and the civil and criminal sanctions for noncompliance contained in applicable Federal laws.
- ii. **Physical Security/Storage:** Contractor will store the Confidential Information in an area that is physically and technologically secure from access by unauthorized persons during duty hours, as well as non-duty hours or when not in use (e.g., door locks, card keys, biometric identifiers, etc.). Only authorized personnel will transport the Confidential Information. Contractor will establish appropriate safeguards for such Confidential Information, as determined by a risk-based assessment of the circumstances involved.
- iii. **Technical Safeguards:** Contractor agrees that the Confidential Information exchanged under this Entire Agreement will be processed under the immediate supervision and control of authorized personnel to protect the confidentiality of the Confidential Information in such a way that unauthorized persons cannot retrieve any such Confidential Information by means of computer, remote terminal, or other means. Contractor personnel must enter personal identification information when accessing Confidential Information on the State's systems. Contractor will strictly limit authorization to those electronic Confidential Information areas necessary for authorized persons to perform his or her official duties.
- iv. Understand that they are responsible for safeguarding this information at all times, regardless of whether or not the Contractor employee, subcontractor, or agent is at his or her regular duty station.
- v. Ensure that laptops and other electronic devices/media containing Confidential Information that constitutes PII are encrypted and/or password protected.
- vi. Send E-mails containing Confidential Information that constitutes PII only if encrypted and being sent to and received by email addresses of persons authorized to receive such information. In the case of FTI, Contractor employees, subcontractors, and agents must comply with Internal Revenue Service ("IRS") Publication 1075's rules and restrictions on emailing return information.
- vii. Restrict access to the Confidential Information only to those authorized Contractor employees, subcontractors, and agents who need such Confidential Information to perform their official duties in connection with purposes identified in this Entire Agreement; such restrictions shall include, at a minimum, role-based access that limits access to those individuals who need it to

perform their official duties in connection with the uses of Confidential Information authorized in this Entire Agreement (“authorized users”). Contractor shall not use or access Confidential Data for independent projects unrelated to the purposes identified in this Entire Agreement. Further, the Contractor shall advise all users who will have access to the Confidential Information provided under this Entire Agreement of the confidential nature of the Confidential Information, the safeguards required to protect the Confidential Information, and the civil and criminal sanctions for noncompliance contained in the applicable federal laws. The Contractor shall require its contractors, agents, and all employees of such contractors or agents with authorized access to the Confidential Information disclosed under this Entire Agreement, to comply with the terms and conditions set forth in this Entire Agreement, and not to duplicate, disseminate, or disclose such Confidential Information unless authorized under this Entire Agreement.

viii. For receipt of FTI, the Contractor agrees to maintain all return information sourced from the IRS in accordance with IRC section 6103(p)(4) and comply with the safeguards requirements set forth in Publication 1075, “Tax Information Security Guidelines for Federal, State and Local Agencies”, which is the IRS published guidance for security guidelines and other safeguards for protecting return information pursuant to 26 CFR § 301.6103(p)(4)-1. In addition, the Contractor shall:

(1) Establish a central point of control for all requests for and receipt of Return Information and maintain a log to account for all subsequent disseminations and products made with/from that information, and movement of the information until destroyed, in accordance with Publication 1075.

(2) Establish procedures for secure storage of return information consistently maintaining two barriers of protection to prevent unauthorized access to the information, including when in transit, in accordance with Publication 1075.

(3) Consistently label return information obtained under this Entire Agreement to make it clearly identifiable and to restrict access by unauthorized individuals. Any duplication or transcription of return information creates new records which must also be properly accounted for and safeguarded. Return information should not be commingled with other records unless the entire file is safeguarded in the same manner as required for return information and the FTI within is clearly labeled in accordance with Publication 1075.

(4) Restrict access to return information solely to officers, employees, agents, and subcontractors of the Contractor whose duties require access for the purposes of carrying out this Entire Agreement. Prior to access, the Contractor must evaluate which personnel require such

access on a need-to-know basis. Authorized individuals may only access return information to the extent necessary to perform services related to this Entire Agreement, in accordance with Publication 1075.

(5) Prior to initial access to FTI and annually thereafter, the Contractor will ensure that employees, officers agents, and subcontractors that will have access to return information receive awareness training regarding the confidentiality restrictions applicable to the return information and certify acknowledgement in writing that they are informed of the criminal penalties and civil liability provided by sections 7213, 7213A, and 7431 of the Internal Revenue Code for any willful disclosure or inspection of return information that is not authorized by the Internal Revenue Code, in accordance with Publication 1075.

(6) Contractor must ensure information systems processing return information are compliant with Section 3544(a)(1)(A)(ii) of the Federal Information Security Management Act of 2002 (FISMA).

10.4. Ownership of Confidential Information

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

10.5. Compliance with Applicable Laws, Regulations, Policies and Standards

The Contractor agrees to abide by all applicable, current and as amended federal and State laws, regulations, policies, guidance and standards governing the confidentiality of information to which it may have access under this Entire Agreement, including to but not limited to the Business Associate requirements of HIPAA (www.hhs.gov/ocr/hipaa) and 45 CFR § 155.260. In addition, the Contractor agrees to comply with the State confidentiality policy recognizing a person's basic right to privacy and confidentiality of personal information.

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*; Identity Theft Protection Act of 2015, R.I. General Laws Chapter 11-49.3 and HIPAA and its implementing regulations. The Contractor acknowledges that failure to comply with the provisions of this Paragraph constitutes a material breach on the part of the Contractor and will result in the termination of the Entire Agreement.

In connection with all PII that Contractor receives or has access to under this Entire Agreement, the Contractor must comply with Minimum Acceptable Risk Standards for Exchanges (“MARS-E:), version 2.0 dated November 15, 2015 which includes the following suite of documents: Volume I: Harmonized Security and Privacy Framework; Volume II: Minimum Acceptable Risk Standards for Exchanges; Volume III: Catalog of Minimum Acceptable Risk Security and Privacy Controls for Exchanges; and Volume IV: ACA Administering Entity System Security Plan.

Notwithstanding any other requirement set out in this Entire Agreement, the Contractor acknowledges and agrees that the HITECH Act and its implementing regulations impose 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 Entire Agreement as if set forth in this Entire Agreement in their entirety. Notwithstanding anything to the contrary or any provision that may be more restrictive within this Entire Agreement, all requirements and provisions of HITECH, and its implementing regulations currently in effect and promulgated and/or implemented after the date of this Entire Agreement, are automatically effective and incorporated herein. Where this Entire Agreement requires stricter guidelines, the stricter guidelines must be adhered to.

10.6. Breach/Incident Reporting

Upon notice of a suspected or confirmed Incident or Breach, the State 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 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 Incident, remedies may include, among other things, providing 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.

10.7. Other

Failure to abide by the State's confidentiality policy or the required signed Business Associate Agreement (“BAA”) will result in termination remedies, including but not limited to, termination of this Entire Agreement. A BAA shall be signed by the Contractor, simultaneously or as soon thereafter as possible, from the signing of this Entire Agreement, as required by the State. The Contractor agrees that no findings, listing, or information derived from information obtained through performance of this Entire Agreement may be released or publicly disclosed in any form for any purpose if such findings, listing, or information contains any combination of

data elements that might allow an individual to determine a beneficiary's identification without first obtaining written authorization from the State's Contract Manager. Examples of such data elements include, but are not limited to geographic indicators, age, sex, diagnosis, procedure, date of birth, or admission/discharge date(s). The Contractor agrees further that the State shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from the State'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 RIDOH is considered confidential by the State.

Contractor will inform the State of any change in its administrative, technical, or operational environment that could impact compliance with the terms of this Entire Agreement, including, but not limited to, compliance with 45 CFR § 155.260.

Contractor shall monitor, periodically assess, and update its security controls and related system risks to ensure the continued effectiveness of those controls in accordance with 45 CFR § 155.260(a)(5).

The Contractor shall not be required under the provisions of this Paragraph to keep confidential any Confidential Information or information which is or becomes legitimately publicly available or is rightfully obtained from third parties under no obligation of confidentiality.

Contractor shall establish and maintain, throughout the term of this Entire Agreement, policies and procedures to ensure the safekeeping of Confidential Information and to prevent unauthorized access to or use of such Confidential Information in compliance with ISO 27001 and ISO 27002 (or any replacement standard relating to information security), applicable regulatory requirements, and consistent with industry standards. In addition to its other obligations set forth in this Entire Agreement, whenever Contractor possesses, stores, processes or has access to the State's Confidential Information, Contractor shall comply with those information security policies and procedures reasonably required by the State and updated from time to time.

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

PAR. 11. MODIFICATION OF AGREEMENT

All modifications to the Entire Agreement are subject to 220-RICR-30-00-13.4(C)(1)(c).

PAR. 12. INTEREST OF CONTRACTOR

The Contractor covenants that it presently has no pecuniary interest and shall not acquire any such interest, direct or indirect, without first disclosing to the State in writing and then subsequently obtaining approval, in writing, from the State, that would conflict in any manner or degree with the performance of services required under this Entire 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 Entire Agreement.

PAR. 13. OWNERSHIP

Any and all data, technical information, information systems, materials gathered, originated, developed, prepared, modified, used or obtained by the Contractor in performance of the Entire Agreement, 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”). However, 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 Entire Agreement or acquired or developed after the date of this Entire 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.

PAR. 14. NOTICES

No notice, approval or consent permitted or required to be given by this Entire 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 below, or such other address as either party may direct by notice given to the other as provided, and shall be deemed to be given when received by the addressee.

Contractor:

[Name]
[Address]
[Address]

State:

State of Rhode Island, Department of Health
Attn:
3 Capitol Hill
Providence, RI 02908

PAR. 15. GOVERNING LAW

This Agreement, and all questions arising out of or under this Agreement shall be

governed by the laws of the State of Rhode Island.

PAR. 16. INSURANCE

Throughout the term of the Agreement and any extended periods Insurance Requirements – Professional Services, attached hereto and made a part hereof, the Contractor and any subcontractor shall procure and maintain, at its own cost and expense, insurance as required by Addendum A, General Conditions of Insurance

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:

**RHODE ISLAND DEPARTMENT OF
HEALTH**

CONTRACTOR

Director

Title of Authorized Agent

Title of Authorized Agent

Printed Name of Authorized Agent

Printed Name of Authorized Agent

Signature of Authorized Agent

Signature of Authorized Agent

EXHIBIT A
SCOPE OF WORK

EXHIBIT B BUDGET

The Contractor estimates that the budget for allowable expenses for work to be performed under this Agreement is as follows:

Expense Category	Approved Budget Time Period
1. Personnel	\$.00
2. Fringe Benefits	\$.00
3. Consultants	\$.00
4. In-State Travel	\$.00
5. Out-of-State Travel	\$.00
6. Printing/Copying	\$.00
7. Supplies	\$.00
8. Telephone/Internet	\$.00
9. Education/Resource Materials	\$.00
10. Postage	\$.00
11. Other (listed separately)	
Refreshments	\$.00
Incentives	\$.00
12. Equipment	\$.00
13. Subcontracts	\$.00
Sub-Total	\$.00
Indirect/Administrative Cost (10%)	\$.00
Total	\$.00

EXHIBIT C
BUDGET NARRATIVE

EXHIBIT D PAYMENTS SCHEDULE

Request for Reimbursement

- Before payments are processed, agency invoices will be reviewed to ensure that all allowable costs are appropriately documented. All invoices will be reviewed to prevent deviation from approved contract budgets.
- Agencies will be paid based on actual expenditures and will be reimbursed on a monthly basis.
- Invoices must be submitted to the RIDOH Project Officer by the 10th of the month following the reporting period.
- Agencies will include the following required documentation as an attachment to submitted invoice: **(MODIFY TO MIRROR CONTRACT)**
 - Name of employee, title, hours worked, rate of pay
 - Consultant copies of bills submitted (must include rate of pay and number of hours)
 - In-state mileage - rate per mile (as indicated in contract) including number of miles
 - Out-of state mileage - Copy of receipts for all travel related expenses; e.g., travel itinerary, hotel detail bill, parking, taxi & shuttle receipts. Air Travel: include a copy of the boarding pass & receipt. Train Travel: copy of ticket and receipt. No documentation is necessary for per diem expenses, which include meals and incidentals capped at \$30 per day.
 - Copy of all receipts (i.e.; supply purchases, telephone document of expense, etc.)
- Request for Reimbursements that are completed incorrectly will be returned to the Agency Project Coordinator for corrections.
- **Prior written approval** from the RIDOH Project Officer must be obtained before variations in the budget line item can be made. The Agency Project Director must submit requests in writing to the RIDOH Project Officer. Failure to have written approval for line item changes will result in non-reimbursement of expenditures.

ELEANOR SLATER HOSPITAL LABORATORY

111 Howard Ave., Cranston, RI 02920

TEST MENU

- **CHEMISTRY (BECKMAN DXC600i and Access2)**

GLUCOSE, BUN, CREA, NA, K, CL, CO2, CA, PHOS, MAG, TP, ALB, TB, DB, ALP, AST, ALT, LDH, GGT, AMY, LIPASE, CK, AMM, URIC, CHOL, HDL, TRIG, LDL-CaI., IRON, TRANSFERRIN, FERRITIN, TEGRETOL, DILANTIN, VALPROIC ACID, LITHIUM, VANCOMYCIN, URINE DRUG SCREEN (THC2, COCM, OP, PCP, AMPH, BARB, BNZG, METS, ETOH), T UPTAKE, TSH3, T4, and VIT D.

- **URINALYSIS (Clinitek Status)**

DIPTSTICK AND MICROSCOPIC ANALYSIS, FECAL AND GASTRIC OCCULT BLOOD

- **HEMATOLOGY (Beckman DxH 600)**

CBC, DIFFERENTIAL and SED RATE

- **IMMUNOLOGY (Kit)**

URINE/SERUM PREGNANCY, RAPID HIV/P24

- **VIROLOGY (Cepheid GeneXpert)**

FLU A and B & COVID

- **TRANSFUSION SERVICE**

CONTRACT WITH ROGER WILLIAMS MEDICAL CENTER

- **MICROBIOLOGY (Beckman Coulter Microscan Autoscan 4, Biomerieux Bacti-Alert 3D 60, Nuair Biological Safety Cabinet level 2, Remel Electron Compendium Identification System)**

ALL CULTURES EXCEPT FOR STOOL AND BODY FLUIDS

- **GLUCOMETERS (Abbott Precision Xceed Pro)**

OVERSEE NURSING

- **BLOOD GAS (Siemens Healthineers EPOC)**

OVERSEE RESPIRATORY-EPOC ANALYZER

- **SEND OUTS**

LabCorp (routine) and CharterCare (STATs)

- **PHLEBOTOMY SERVICES:**

Regan, Adolf Myer, and Benton

Rhode Island State Health Laboratories

Test Description	Test Method	Volume
Acid fast bacilli smear	Microscopic Examination	1528
Acid fast bacilli culture	Solid Media Liquid Media (BACTEC MGIT 960) Microscopy	1402
Acid fast Isolates ID	DNA Accuprobe Identification	91
TB NAAT	RT-PCR	172
Blood Parasites ID	Microscopic Examination	8
Chlamydia/GC Cervical	2 nd generation NAAT (Panther)	4725
Chlamydia/GC Pharyngeal	2 nd generation NAAT (Panther)	1759
Chlamydia/GC Rectal	2 nd generation NAAT (Panther)	397
Chlamydia/GC Urethral	2 nd generation NAAT (Panther)	10
Chlamydia/GC Urine	2 nd generation NAAT (Panther)	8408
Chlamydia/GC Vaginal	2 nd generation NAAT (Panther)	3331
Enteric Pathogen ID	Biochemical profile (tubes, Vitek)	209
Enteric Pathogen Screen	Biochemical (solid media)	136
Influenza RT-PCR	RT-PCR (7500 Fast DX)	228
Bacterial Isolate ID	Biochemical profile (Vitek) Typing/grouping antisera Media & biochemical Discs Staphaurex LRN protocol specific supplies Identification	50
Primary specimen for identification of infectious agent or referral or CDC	Zika: Trioplex RT-PCR Measles /Mumps RT-PCR	13
Norovirus PCR	RT-PCR	81
Pertussis PCR	RT-PCR	94
Broth Microdilution	Minimal Inhibitory Concentration	187
Carba-R Assay	GeneXpert DX RT-PCR	62
Bacterial Isolate ID	MALDI-TOF	177
Shiga-Toxin presence by RT-PCR	RT-PCR	42
Trichomonas vaginalis	2 nd generation NAAT (Panther)	1930
Gastrointestinal Panel (GI)	FilmArray	19
Dengue Serology	ELISA	0
Zika Serology	MAC ELISA	0
IgG/IgM Total Ab Hep C	EIA (Alinity i)	724
Hepatitis C Confirmatory	TMA	113
HIV Screen	EIA (Alinity i)	16082

Rhode Island State Health Laboratories

Confirmation viral RNA	HIV-1 RNA	99
HIV Ab confirmation & differentiation	Immunoblot/Ab Capture (Geenius)	214
HIV Ab confirmation & differentiation	Immunoblot/Ab Capture (Geenius)	214
SARS-CoV-2 Serology	Chemiluminescent Microparticle Immunoassay	192
Lead Screen	Graphite Furnace AA	10830
Lead Diagnostic	Graphite Furnace AA	257
Syphilis	Slide Agglutination (RPR Card)	511
Syphilis TP Screen	EIA (Architect)	8514
Syphilis TP-PA	Serodia TP-PA	236
West Nile Serology	ELISA	23
Respiratory Virus Panel (RP2)	FilmArray	577
CDC 2019-nCoV rRT-PCR	Reverse Transcription RT-PCR	40371
TaqPath Multiplex RT-PCR	Multiplex reverse transcription RT-PCR (rRT-PCR)	33248
CDC Influenza SARS-CoV-2 Multiplex RT-PCR	Multiplex reverse transcription RT-PCR (rRT-PCR)	238
SARS-CoV-2 RNA	Reverse transcription RT-PCR (rRT-PCR)	1304
RNA Detection	Reverse transcription RT-PCR (rRT-PCR)	262
SARS-CoV-2 RNA	TMA	50725