



Solicitation Information
September 10, 2019

Addendum #2

RFP #7598912

TITLE: Vital Records Electronic Registration System

Submission Deadline: September 25, 2019 at 2:00 PM (ET)

Please Note:

The submission deadline has been extended from September 18, 2019 to Wednesday, September 25, 2019 at 2:00 PM (ET).

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

Gail Walsh
Chief Buyer

Vendor A

1. Appendix A

Question: If the vendor is not proposing participation with a MBE, WBE, or Disability Business Enterprise, do they still need to submit the form?

Answer: Yes, they need to submit the form with N/A in the response.

2. Appendix F-Staffing Details Tab

Question: Birth is listed as Phase 1, should it be Phase 3?

Answer: Yes, it should be listed as Phase 3.

3. Section 5.2-Evaluation

Question: For the scoring of The Technical Proposal, where do the Appendix B, C, D & F get scored because they are not included on the scoring metrics chart?

Answer: B, C, D & F are scored under Technical Proposal under capability, capacity, and qualifications of the offeror and the approach/methodology sections.

4. Section 3: Scope of Work and Requirements

Specific Activities/Tasks

Question: There are general basic requirements 1-15 listed in this section, but they aren't listed under Section 4: Proposal. Are vendors supposed to answer these 15 requirements and if so, what part of Section 4 should they be listed?

Answer: Your system must be able to perform the specific functions identified, you can list them under section 4., 4. Approach/Methodology.

5. Section 7: Proposal Contents-Item A

Question: Items 1-3 all mention about including the forms "in the original copy only", but then goes on to say not to include any copy in the Technical or Cost proposals. Where is the correct spot to put these forms in the response?

Answer: The RIVIP Bidder Certification Cover Form, completed and signed Rhode Island W-9 Form need to only be included with the original copy of the application. The completed and sealed Appendix A. MBE, WBE, and/or Disability Business Enterprise Form need to be in a separate sealed envelope and labeled as such.

6. Section 3: Scope of Work and Requirements

Item #15

Question: This requirement mentions that Appendix E should be returned with the Cost Proposal, but on Section 7: Proposal Contents, #4 it says Appendix E should be “returned as part of the Technical Proposal”. Should it be returned in the Cost or Technical Proposal?

Answer: Appendix E: Vital Records Cost and Financing Proposal should be returned as part of the Cost Proposal.

7. Section 7: Proposal Contents

Items 4-5

Question: Both of these state that both the Original Technical and Original Cost should be signed. Is there any specific spot in each proposal that the signature should be located?

Answer: No.

8. Appendix F: RACI Chart

Question: On the Staffing Details tab in the spreadsheet, it asks to list if it is “Onsite/Off-site/ Offshore”. Since offshore is mentioned, does that mean that offshore work is allowed to be done on this project?

Answer: Offshore work will not be allowed on this project.

9. Section 2

Question: Suggests new system must support interfaces with hospital EMR systems. Is there any particular interface method being required here?

Answer: HL7 Fhir enabled preferred

10. Section 3

Item 13

Question: Is user training expected to be provided by selected vendor for all end users? Can you provide the total expected user base for the new system?

Answer: Bid should be quoted with and without training cost, but at a minimum the State Office will require training and training manuals, expected user base is TBD.

11. Section 7

Question: The technical proposal requirements point #5 requires the submission of a number of different plans and documents. Can we safely assume these are excluded from the 15 page limit?

Answer: Vendors are allowed to submit up to 30 pages of information.

12. Section 7

Question: The technical proposal requirement #3 requests a sample project plan. Can we safely assume a project plan is excluded from the 15 page limit?

Answer: Yes, a sample project plan should be treated as an Appendix and will not count towards the 15 page limit.

13. Pg 17

Question: The RFP allows a number of potential variations in the response for multiple hosting options, multiple potential timelines, overlapping timelines, etc. based on 3 phases which may or may not be included in the final project per statement on pg 17 that 1 or more phases may be eliminated from the scope at the State's discretion. Is the submission of multiple work plan variations to cover these options something the State is willing to review? **Yes**

Are all such variations required to be detailed within the same 15 pages or can each have its own 15 page allotment?

Answer: Vendors are allowed to submit up to 30 pages of information.

14. Appendix B-Requirement 2.014

Question: Can the State elaborate on what is intended by "digital authentication of signature"? **Authorized user's must be associated with an ID and Pin that allows certification or record release at different entry points in the system.**

Is the requirement to allow electronic certification only or to validate an electronically captured signature against a stored signature image? **Electronic certification only**

15. Appendix B-Requirement 2.018

Question: What kind of integration is expected with NECOD? Is this real time service based integration or some other means? Is this real time service based integration or some other means?

Answer: Yes, real time service based

16. Appendix B-Requirement 2.022

Question: Can the State provide any additional details on the existing ME system for which integration is required?

Answer: VertiQ and the CME .NET2.5 system

17. Appendix B-Requirement 2.026

Question: Can the State elaborate on the requirement of “organ procurement”? Is this an interface, a reporting requirement, something else?

Answer: Both an interface and reporting requirement

18. Appendix B-Requirement 2.053

Question: Please explain more about “multiple situational surveillance instances”

Answer: Surveillance tracking is required on more than one emerging public health issue

19. Appendix B-Requirement 2.060

Question: Can the State elaborate on the types of scenarios they would define as “nonlinear workflow”?

Answer: The system needs to have the capability to allow multiple users/entities with difference users access roles to enter data simultaneously on the same record.

20. Appendix B-Requirement 2.064

Question: Is “develop a test environment” a requirement for the vendor to provide the UAT environment regardless of what hosting option is selected from the 3 specified on page 13? So, if the prod environment is hosted in the State data center, vendor is still responsible for hosting the UAT environment?

Answer: No, the State will provide the UAT environment if the State is hosting the system.

21. Appendix C-Requirement 3.002

Question: States system must support other browsers “as necessary”. Can the State provide a list of minimum browser requirements beyond IE 9.0?

Answer: The application should be Internet Browser Agnostic

22. Appendix C-Requirement 3.004

Question: Can the State elaborate on what is meant by “offender name”?

Answer: This should be replaced with “field name”

23. Appendix C-Requirement 3.011

Question: If a “regional arrangement” occurs, does the State expect that there will still be an over-arching system administrator role? What departments are referred in this requirement and how data collected for such departments is different from Vital Records?

Answer: Yes

No departments are referred, the System Administrator Role will only be assigned at the State level in Vital Records.

24. Appendix C-Requirement 3.012

Question: Could the State explain what is meant by system shall be expandable to accommodate a “new application”?

Answer: The system needs to be scalable to accommodate new modules, processes and fields, security down to user level, as well as new technology.

25. Appendix C-Requirement 3.029

Question: Please provide more details for this requirement as to what information can be termed as confidential and what is the work flow of such confidential information?

Answer: Please refer to HIPAA, CDC/NCHS, NAPHSIS and the Rhode Island General Law (RIGL) and the Rules and Regulations governing that law.

26. Appendix C-Requirement 3.037

Question: Can the State elaborate what is meant by locking the data? Does this mean locking it from amendment or correction processes or locking it at the facility level only?

Answer: Locking data means that at defined processes the record/process should be locked and/or flagged based on process.

Appendix C-Requirement 3.048

Question: Please provide additional context around the records being referenced in the requirement to “merge duplicate person records”.

Answer: The system should recognize duplicate data at point of entry and alert user.

27. Appendix C-Requirement 3.061

Question: Does this requirement refers to creation of a separate native mobile app or existing web based applications conformance to the mobile based browsers?

Answer: The application should be Internet Browser Agnostic

28. Appendix D-Requirement 11.001

Question: Please provide additional information about what is meant by the requirement “is there a government only version of the services or goods”?

Answer: Please refer to HIPAA, CDC/NCHS, NAPHSIS and the Rhode Island General Law (RIGL) and the Rules and Regulations governing that law.

29. Appendix D-Requirement 11.002

Question: Please provide additional information about the details expected in response to the requirement “What is your data governance?”

Answer: Please refer to HIPAA, CDC/NCHS, NAPHSIS and the Rhode Island General Law (RIGL) and the Rules and Regulations governing that law.

Vendor B

1. Page 13 of the RFP states, “Bidders’ cost proposals should include options for (1) hosting in the state data center with state supplied hardware/utilities/connectivity, (2) full managed services in a vendor operated/ arranged data center, and (3) any other alternatives that the bidder feels may provide the best value to the state.” Our company only provides Option 2, in which we as the vendor provide all the managed services for our cloud-hosted solution. Will RIDOH consider proposals that only include this option?

Answer: A single option will be evaluated.

2. Is there a preferred cloud-hosted environment RIDOH prefers, such as AWS, Azure, Oracle or others?

Answer: The vendor will have the flexibility to provide their solution.

3. Will RIDOH require access to the backend tables of the cloud-hosted solution? If so, can the state provide use cases to access for that data?

Answer: Yes, the RIDOH will need access to the data.

4. Does the State expect the system to generate an ID that would be part of an individual’s permanent record in the system and that would appear on vital records documents such as a birth certificate?

- a. If so, does the state have a standard for such an ID? Field length? Any special rules for numbers?

Answer: Yes

- b. If so, will participating agencies consume the generated ID back at the source?

Answer: Yes, limited by agency.

5. Is the system expected to enable users to create records in the system for historical vital records?

Answer: Yes

6. Have unique ID numbers for vital records been issued historically?

Answer: Yes

7. On page 6 of the RFP, it states that Rhode Island is one of the only states remaining that does not have an electronic death record system. For birth and marriage registration, which electronic system(s) does the State currently use and by which vendor?

Answer: The State of Rhode Island has a web-based electronic system for birth registration only. Vendor will not be disclosed at this time.

- a. It is the expectation of the State that the new Vital Record system replace the birth and marriage systems to have one encompassing Vital Records system, correct?

Answer: The expectation is to have one electronic registration system for all vital events.

8. The death and fetal death registration process flows on page 8 and 9 of the RFP reflect the current process flow using File Pro. Are there specific points within each flow that State is seeking to improve?

Answer: File pro is not electronic registration for issuance.

9. Will RIDOH require a specific RDBMS solution to be used or will the vendor be able to use any of the following: SQL Server, Oracle, Postgres, or MongoDB.

Answer: The vendor will have the flexibility to provide their solution.

10. Will RIDOH require the solution to be deployed in servers that use Microsoft Windows Server as its operating system, or will the vendor be able to use other OS solutions such as Linux.

Answer: The vendor will have the flexibility to provide their solution.

11. Will source systems that need to integrate to the Vital Records Electronic Registration System be able to do so via fully documented Restful API's?

Answer: The source system will be able to give you a dump of the data and not using API's.

12. Will RIDOH required the solution to included RIDOH specific branding such as the application header and footer? Application name?

Answer: Yes, the system will have a specific name and application headers and footers will be needed.

Vendor C

1. The RFP states, "Please use your own language as you see fit to identify key roles per your experience, and we will do our best to comply." Is this referring to both key personnel RIDOH will be providing and resources the vendor will be providing?

Answer: Yes, this is referring to both key personnel RIDOH will be providing and resources the vendor will be providing. RIDOH is asking the vendor, based on their experience, to describe the roles and responsibilities of individuals assisting with the implementation of this project to ensure its success.

2. Will the State consider extending the due date of the response to allow respondents to create the best response and solution possible for RI?

Answer: Yes

3. Please clarify how many versions of Appendix A need to be submitted. The RFP states, "Two (2) completed original and copy versions" of Appendix A should be submitted. Is this two originals AND two copies of Appendix A for EACH ISBE; for example if two ISBEs are used, would 4 originals and 4 copies need to be submitted? **One original and one copy for each MBE/WBE/DBE will be sufficient.**

4. Section 7. Proposal Contents 4-Technical Proposal bullet D lists Appendix E – Vital Records Cost and Financing as an appendix to be returned as part of the Technical Proposal. Please confirm this is a typo and the Appendix E should be submitted in a package separate from the Technical Proposal.

Answer: Yes, this is a typo. It should be submitted as part of the Cost Proposal and not the Technical Proposal.

5. Should the RIVIP Bidder Certification Cover Form and the Rhode Island W-9 be included in the same package as Appendix A? If no, please confirm where the W9 and Bidder Certification Cover Form should be submitted.

Answer: No, they should be submitted in the original application packet. Appendix A should be submitted under a separate package.

6. Can responses be submitted in 3 ring binders?

Answer: Yes

7. Should dividers/tabs be used to separate sections of the technical proposal and exhibits/appendixes?

Answer: Yes, it would be easier to read through the application and identify the various sections.

8. What is the volume of users by each group, such as hospital staff, Funeral homes staff, Medical examiners, Local registrars and State staff?

Answer: TBD

Vendor D

Requirement: Appendix B 2.017 *Fee and Issuance functionality: Financial systems capability, including security paper tracking and must print on state specified security paper, Issuance by locals, reporting, Splits of money between state and local agencies, connectivity to the states POS system, Cash drawer compatibility, Credit card compatibility or at a minimum ability to create a file that will feed our current issuing system.*

Question: Can the State provide detailed information on how the “connectivity to the states POS system” will be accomplished? For example, does the states POS system already have an interface for connectivity? Will the vendor have to build the connectivity to the states POS system?

Answer: The vendor will have to build the connectivity.

Requirement: Appendix B 2.022 *Integration with existing medical examiner's system*

Question: What is the existing medical examiner system? Can the State provide detailed information on how the integration to this system will be accomplished? For example, does the medical examiner system already have an interface for integration? Will the vendor have to build the integration to the medical examiner system?

Answer: VertiQ and the CME .NET2.5 system - no integration at this point in time with the current manual system

Requirement: Appendix B 2.026 *Organ procurement*

Question: Please provide details on what is expected from the application to meet the State's organ procurement requirement.

Answer: Interface and reporting capabilities are required based Medical Examiner requirements.

Requirement: Appendix B 2.027 *Digital authentication for signature for (physicians, medical examiner, etc.)*

Appendix B 2.014 *Digital authentication of signature for (physicians, medical examiner, etc.) for certification of death*

Question: These 2 requirements are very similar, with the only difference being one of them states "for the certification of death". Can the State clarify if these requirements are the same? If they are not the same and 2.014 is for certification, what is 2.027 for?

Answer: These are the same

Requirement: Appendix B 2.041 *Ability to interface with other systems electronic medical record systems using standards in the Interoperability Standards Advisory, specifically <https://www.healthit.gov/isa/reporting-agencies> and <https://www.healthit.gov/isa/reporting-death-records-public-health-agencies>*

Question: These links do not work. Please provide working links.

Answer: Please use this link

<https://www.healthit.gov/isa/welcome-interoperability-standards-advisory-isa>

Requirement: Appendix B 2.045 *Must interface with state and federal systems*

Question: Can the State provide a list of state and federal systems that the application must interface with, and details on how the interface will work?

Answer: TBD

Requirement: Appendix B 2.060 *Must have the ability to configure nonlinear workflow*

Question: Can the State clarify what they mean by a nonlinear workflow? Can the State provide an example of one?

Answer: The system needs to be scalable to accommodate new modules, processes and fields, security down to user level, as well as new technology.

Requirement: Appendix C 3.011 *Depending on the size of the agency, system may require the ability to handle multiple large departments, such as in a regional arrangement or a centralized system for all departments. System must be able to capture and store multiple departments' data within the same database, but also provide the ability to configure and restrict access to data by department.*

Question: Can the State provide details on the ability “to capture and store multiple departments’ data”? For example, is this data related to Vital Records or is this ancillary data that needs to be stored in the vital records data base?

Answer: The state will need that ability to import and export data from multiple business partners.

Requirement: Appendix C 3.059 *Native Android and iOS applications providing system alerts and additional functionality specific to the platform.*

Question: Does this requirement only apply to the NECOD application and the integration into the vendor’s application, or are there additional alerts and functionality the State is expecting the vendor to develop for Android and iOS? If there are additional alerts and functionality the State is expecting the vendor to develop can the State provide details?

Answer: Yes

Requirement: Appendix D contains requirements that seem to only apply if the vendor was hosting the application, and would not apply if the State hosted the application. For example, 11.004 - *What type of Intrusion Detection System/Intrusion Protection Systems (IDS/IPS) is used? How are they monitored/managed?*

Question: If the State was hosting the application this question would most likely have to be answered by the State, because we assume the State would be utilizing their current environment that already includes Intrusion Detection. Can the State clarify if these requirements are to be responded to based on the vendor hosting the application? If not, please clarify the scope with respect to the vendor’s responsibility for the State environment, including control and access of the State’s facilities.

Answer: Vendor is not responsible for the State hosting environment.

Requirement: RFP page 3 paragraph 1. *“full conversion of the Vital Records Registration System to include Death, Fetal Death, Induced Termination, Marriage and Birth Systems, with an integrated Issuance Fee Module”*

Question: Can the State provide detailed conversion information, such as number of records to be converted for each event type and what format is the current data in (database, flat files, etc.)?

Answer: TBD, Data is in flat files and SQL

Requirement: RFP page 3 paragraph 2. “The initial contract period, phase I, will begin approximately December 15, 2019 for one year” and page 17 item 3 Work Plan - “The expectation of the implementation timeline for phase I is well under one year”.

Question: Phase 1 includes Death, Fetal Death, and Induced Terminations along with by default an Issuance component. To implement all these in one year is a very aggressive schedule, especially when considering the statement in Appendix F Instructions Tab - *This chart should be populated based on limited State resources that are available to work on this project. State resources are not allocated 100% of the project.* With the State having limited resources to participate, and the fact that the State is key to the success of the project schedule, along with the State requesting a very aggressive schedule, would the State consider alternative timelines to implement the modules?

Answer: RIDOH would prefer to have Phase I of this project completed in one year. Based on your experience with successful implementations, if you determined that Phase I could not be implemented successfully in one year an alternative timeline will be considered.

Requirement: RFP page 19 fourth paragraph under B Cost Proposal. *Include a budget and an explanation of the basis and rationale of the proposed cost structure. The budget must enumerate all 'licensing', maintenance, and other costs required to maintain and operate the solution.*

Question: The State has provided an Excel spreadsheet to input the costs including licensing, maintenance, and other costs. These costs are firm fixed price and derived by our formal pricing exercises and based on the State's requirements in the RFP. With respect to a budget, what is the relationship of the budget and the cost spreadsheet, and what is the State expecting in the "budget"? What is the format for the budget, is it narrative or are specific items that the State wants addressed?

Answer: The State requests a high-level item description (ex: License Name, version #) and its associated cost to be separated according to the categories listed in the spreadsheet. All costs must be included in the submission of the bid. No State budget information can be provided.

Requirement: RFP page 19 fourth paragraph under B Cost Proposal. *Applicants shall submit the breakdown and demonstrate how the cost was determined.*

Question: Our costs are firm fixed price and derived by our formal pricing exercises and based on the State's requirements in the RFP. Is completing the spreadsheet with the cost break down sufficient to meet the breakdown the State is requesting be submitted? If not, what specifics is the State looking for with respect the "breakdown" in this sentence that is not already included in the cost spreadsheet?

Answer: Yes, completing the spreadsheet with the cost breakdown is sufficient. All costs must be included in the submission of the bid.

Requirement: RFP pg. 23 Section 7 A.4.d: *All Appendices mentioned below are to be returned as part of the Technical Proposal.*

Question: Appendix E is the pricing template. Does the state want pricing included in the technical volume?

Answer: No, Appendix E is to be included as part of the Cost Proposal and not part of the Technical Proposal.

Requirement: RFP pg. 24 Section 7 B.b.a: *For clarity, the technical proposal shall be typed. These documents shall be single spaced with 1" margins on white 8.5"x 11" paper using a font of 12-point Calibri or 12-point Times New Roman.*

Question: What are the font size requirements for Tables and Graphics?

Answer: Font sizes should be consistent with what is referenced above. If the vendor has reason to adjust font sizes, it must do so within the page limitations of the bid.

Requirement: RFP pg. 19 Section 4 B 7th paragraph: *As detailed in **item 6**, bidders' cost proposals should include options for hosting in the state data center with state-supplied hardware/utilities/connectivity, full managed services in a vendor operated/arranged data center, and any other alternatives that the bidder feels may provide the best value to the state.*

Question: Please clarify where item 6 is located within the document.

Answer: Please delete "As detailed in item 6"

Question: The RFP does not state if we can provide a redacted copy of our proposal. Are we permitted to provide additional terms and conditions in addition to the terms provided on the website:

<https://rules.sos.ri.gov/regulations/part/220-30-00-13>.

Answer: The State will allow vendors to submit additional terms and conditions, but reserves the right to either drop a vendor bid from consideration, or negotiate those terms and condition, should the vendor be awarded the contract.

Also, Section 1.13 HIPAA refers to a Business Associates Agreement (BAA). A Sample BAA is being provided, as the awarded vendor will be expected to execute one with the State.

Vendor E

In reference to Appendix B - Requirement # 2.017, is it the State's desire that the successful bidder also provide a system for issuance and fee acceptance for online or in-person consumers wishing to obtain a certificate? Or will the successful bidder be required to be compatible and integrate as necessary with the State's current system, vendor and process?

Answer: The issuance and fee system are for in-person consumers only. The successful bidder will be required to be compatible with the state's current vendor and process.

In reference to Appendix B – Requirement # 2.043, is it the State's desire that the successful bidder also provide an online ordering system with identity authentication for consumers to place an order to obtain a certificate? Or will the successful bidder be required to be compatible with the State's current vendor and process?

Answer: The issuance and fee system are for in-person consumers only. The successful bidder will be required to be compatible with the state's current vendor and process.

Vendor F

1. RIDOH's RFP references the State's desire to implement a Vital Records Registration System that includes an integrated Issuance Fee Module for all registration types. Per requirement 2.017, it also requires a connectivity to the State's POS system.
 - a. Is the State envisioning using both the Issuance Fee Module native to the Electronic Vital records system and its current POS system? **Yes**
 - b. If so, please provide details regarding your current POS system including vendor, technology specifications and envisioned workflow of this future state. **Vendor will not be disclosed at this time.**

2. Please provide specific use cases and examples of specific fields for requirement 3.029 that the State would designate as confidential?

Answer: Please refer to HIPAA, CDC/NCHS, NAPHSIS and the Rhode Island General Law (RIGL) and the Rules and Regulations governing that law.

3. In Appendix C, the State asks for a description only if the response is No or Partial. However, in requirement 3.052, the State asks for an explanation of a vendor's availability to support this type of environment, which would indicate we said no or partial. Can you please clarify the rules for completing this attachment?

Answer: The State requires an explanation as to how the environment will be supported.

4. We see the State provided current workflows. Is the State open to new workflow recommendations (based on NAPHSIS workflows) that may be more efficient for the State with an electronic based system?

Answer: Yes

5. In the State's future state with this electronic system, will the local registrars be using the Point of Sale solution? If so, will the State use the POS included with this solution or will they be using the State's legacy POS solution?

Answer: Yes, TBD

6. Please provide an estimated number of system users from each of the categories below: **TBD**
 - a. Funeral Directors
 - b. Physicians
 - c. Medical Examiners
 - d. State Employees accessing the solution
 - e. Birth Centers
 - f. ITOP facilities
 - g. Local Registrars
7. In order to provide a fixed price bid that includes interoperability and health information exchange, we need a list of all systems with which RIDOH wishes to exchange information.
 - a. State HIE—Is this Current Care or another system? **Current Care**
 - Will the Interface be one way or bidirectional? **One-way**
 - What is the interoperability standard of this HIE? **Flat ASCII File**
 - Is this part of the digital Bridge? **No**
 - b. State MMIS
 - Will the interface be one way or bidirectional? **One-way**
 - What is the interoperability standard of this system? **Flat ASCII File**
 - Is this part of the digital Bridge? **No**

- c. Medicaid's eligibility and enrollment system
 - Will the interface be one way or bidirectional? **One-way**
 - What is the interoperability standard of this system? **Flat ASCII File**
 - Is this part of the digital Bridge? **No**
 - d. Which EHRs are in use throughout the State that will be starting the vital record event? **Unknown to TBD**
 - Will the Interfaces be one way or bidirectional? **TBD**
 - What is the interoperability standard of these EHRs? **TBD**
 - Are the EHRs part of the digital Bridge? Which systems are? Which are not? **TBD**
 - e. Please describe the Bridges system including the data captured there and data that will be exchanged with the Vital records system.
 - Will the interface be one way or bidirectional? **TBD**
 - What is the interoperability standard of Bridges? **TBD**
 - Is this part of the digital Bridge? **TBD**
 - f. Are there other State systems that need to be interfaced with? **Yes**
 - Will the interfaces need to be one way or bi-directional? **TBD**
 - Please provide the interoperability standard of each. **TBD**
 - Are all systems part of the digital bridge? Which systems are? Which are not? **TBD**
8. Will data conversion be needed from just File Pro or both File Pro and the web based electronic birth registration system? **Both systems**
9. How is it conceptualized that the Vital Record system would decrease voter registration fraud? Are vendors looking for an interface with Voter registration? If so, please provide the interoperability standard of this system and whether the interface is one way or bidirectional? **Yes, using a file layout the interface in one way**
10. Is the desired interface for MMIS a query for MMIS to establish birth or death information or for the ability for these agencies to verify vital record information?
Answer: Verify information
11. For Meaningful Use Specialized Reporting, will information only be received into the Vital Records System, or will information be sent so reporting hospitals can include information in their meaningful use measures? **TBD**

Vendor G

1. Did the agency contract with an outside vendor to create the current vital records system? If so, which vendor?

Answer: Yes for birth, vendor will not be disclosed at this time

2. What is the estimated budget for this project?

Answer: The budget for this project is to be determined, however vendors are asked to provide budget estimates based on their proposed workplan and approach in their application.

Vendor H

1. Whether companies from Outside USA can apply for this?
(like, from India or Canada)

Answer: Yes.

2. Whether we need to come over there for meetings?

Answer: There may be a need for in person meetings and testing. Vendors are asked to include what they propose in their workplan based on the scope of work as outlined in the RFP.

3. Can we perform the tasks (related to RFP) outside USA?
(like, from India or Canada)

Answer: No, tasks must be performed within the USA.

4. Can we submit the proposals via email?

Answer: No, proposals must be submitted as outlined in the RFP.

BUSINESS ASSOCIATE AGREEMENT

Except as otherwise provided in this Business Associate Agreement (hereinafter referred to as the “BAA”), **(INSERT VENDOR NAME)**, (hereinafter referred to as “Business Associate”), may use, access or disclose Protected Health Information (“PHI”) to perform functions, activities or services for or on behalf of the State of Rhode Island, Department of Administration (hereinafter referred to as the “Covered Entity”), as specified herein and the attached Contract between the Business Associate and the Covered Entity (hereinafter referred to as the “Contract”), which this BAA supplements and is made part of, provided such use, access, or disclosure does not violate the Health Insurance Portability and Accountability Act of 1996 (hereinafter referred to as “HIPAA”), Public Law 104-191, and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (hereinafter referred to as “HITECH”), and any regulations promulgated pursuant to HIPAA and HITECH, including, but not limited to, 45 C.F.R., Parts 160 and 164, the Rhode Island Mental Health Law, R.I. Gen. Laws § 40.1-5, and the Rhode Island Confidentiality of Health Care Communications and Information Act, R.I. Gen. Laws § 5-37.3. Business Associate recognizes and agrees it is obligated by law to meet the applicable privacy, security and confidentiality provisions of the aforementioned laws and regulations.

1. Definitions.

A. Generally:

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

B. Specific:

- (1) "BAA" means this Business Associate Agreement.
- (2) "Contract" means the contractual arrangement by and between the State of Rhode Island, Department of Administration and Business Associate, awarded pursuant to the State of Rhode Island’s Purchasing Law (R.I. Gen. Laws § 37-2) and the Rhode Island Department of Administration Division of Purchases Procurement Regulations and General Conditions of Purchase.

- (3) "Business Associate" generally has the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this BAA, shall mean [Insert Vendor Name].
- (4) "Covered Entity" generally has the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this BAA, shall mean the State of Rhode Island, Department of Administration.
- (5) "Electronic Protected Health Information" or "Electronic PHI" or "e-PHI" means PHI that is transmitted by or maintained in electronic media as defined in the HIPAA Rules.
- (6) "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended from time to time.
- (7) "HIPAA Rules" means the Privacy, Security, Breach Notification, Omnibus and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.
- (8) "HITECH" means the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-5, as amended from time to time.
- (9) "Privacy Rule" means the standards for the privacy and confidentiality of Protected Health Information ("PHI") found at 45 C.F.R. Part 160, and Subparts A and E of 45 C.F.R. Part 164.
- (10) "Secured PHI" means PHI that was rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technologies or methodologies specified under HITECH § 13402 (h)(2).
- (11) "Security Incident" means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information.
- (12) "Security Rule" means the standards for the security of Electronic Protected Health Information found at 45 C.F.R. Part 160, and Subparts A and C of 45 C.F.R. Part 164. The provisions of 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314 and 164.316 shall apply to Business Associate of Covered Entity in the same manner that such sections apply to the Covered Entity.
- (13) "Suspected breach" is a suspected acquisition, access, use or disclosure of PHI in violation of the HIPAA Rules that compromises the security or privacy of PHI.
- (14) "Unsecured PHI" means PHI that is not Secured PHI, as defined above, through the use of a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services.

2. Obligations and Activities of Business Associate.

- A. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this BAA or as Required by Law, provided such use or disclosure would also be permissible by law if done by Covered Entity.
- B. Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this BAA.
- C. As required by the Security Rule, Business Associate agrees to conduct a risk assessment and implement Administrative Safeguards, Physical Safeguards and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- D. Business Associate agrees to use reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purposes of the use, disclosure, or request.
- E. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.
- F. Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this BAA, including Breaches of unsecured PHI as required by 45 C.F.R. § 164.410, Suspected Breaches, and any Security Incident of which it becomes aware, without unreasonable delay and in no case later than five (5) calendar days of the incident's occurrence or Business Associate's discovery thereof.
- G. Business Associate agrees to perform any required Breach notifications to individuals, federal agencies, and potentially the media, on behalf of the Covered Entity, if requested by Covered Entity.
- H. Business Associate agrees to ensure that any agent, including a subcontractor or vendor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such information through a contractual arrangement that complies with 45 C.F.R. § 164.314.
- I. 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.

- J. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity. If Business Associate receives a request for amendment to PHI directly from an Individual, Business Associate shall promptly notify Covered Entity upon receipt of such request.
- K. Business Associate agrees to maintain reasonable written security procedures and practices, and shall make its internal written practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for the purposes of the Secretary determining compliance with the HIPAA Rules.
- L. 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.
- M. Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- N. If Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured PHI (as defined in 45 C.F.R. § 164.402) for Covered Entity, it shall, following the discovery of a Breach of such information or a Security Incident, notify Covered Entity of such Breach or Security Incident within a period of five (5) days after discovery of the Breach. Such notice shall include: a) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired or disclosed during such Breach; b) a brief description of what happened, including the date of the Breach and discovery of the Breach; c) a description of the type of Unsecured PHI that was involved in the Breach; d) a description of the investigation into the Breach, and the steps taken by Business Associate to mitigate harm to the affected Individuals and protect against further Breaches; e) the results of any and all investigation performed by Business Associate related to the Breach; and f) contact information of the most

knowledgeable individual for Covered Entity to contact relating to the Breach and Business Associate's investigation of the Breach. Upon learning new or additional information regarding the Breach or Security Incident, Business Associate shall provide corrected supplemental information to Covered Entity.

- O. To the extent the Business Associate is carrying out an obligation of the Covered Entity's under the Privacy Rule, the Business Associate must comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligation.
- P. 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.
- Q. Business Associate agrees that it will not receive remuneration for certain communications that fall within the exceptions to the definition of "Marketing" under 45 C.F.R. § 164.501, unless permitted by 45 C.F.R. § 164.508(a)(3)(i)(A)-(B).
- R. 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.
- S. Business Associate hereby agrees to comply with state laws and rules and regulations applicable to PHI and Individuals' personal information it receives from Covered Entity during the term of the Contract.
 - i. Business Associate agrees to: (a) implement and maintain appropriate physical, technical and administrative security measures for the protection of personal information as required by any state law and rules and regulations; including, but not limited to: (i) encrypting all transmitted records and files containing personal information that will travel across public networks, and encryption of all data containing personal information to be transmitted wirelessly; (ii) prohibiting the transfer of personal information to any portable device unless such transfer has been approved in advance; and (iii) encrypting any personal information to be transferred to a portable device; and (b) implementing and maintaining a Written Information Security Program as required by any state law as applicable.
 - ii. The safeguards set forth in this Agreement shall apply equally to PHI, confidential and "personal information." Personal information means an individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required

security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "personal information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

3. Permitted Uses and Disclosures by Business Associate.

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

4. Obligations of Covered Entity

- A. Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's Notice of Privacy Practices, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- C. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- D. Covered Entity shall provide written authorization to Business Associate prior to requesting that Business Associate disclose, transfer, or provide PHI to a third party.

5. Permissible Requests by Covered Entity

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

6. Term and Termination.

- A. The term of this Agreement shall begin as of the effective date of the Contract and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Section.
- B. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this BAA and the Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.
 - ii. Immediately terminate this BAA and the Contract if Business Associate has breached a material term of this BAA and cure is not possible.
- C. Upon any termination or expiration of this BAA, Business Associate shall return to Covered Entity, or destroy, at the option of Covered Entity, all PHI either 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, at the option of Covered Entity, any of Covered Entity's PHI received from Business Associate.

In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Such notice must be provided to the Covered Entity no later than sixty (60) days prior to the expiration of this Agreement. Upon Covered Entity's written agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. This provision regarding notification shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.

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

7. Miscellaneous.

- A. Any costs associated with Breach notifications, including mitigation costs, shall be the responsibility of Business Associate.
- B. This BAA and the Contract shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules.
- C. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.
- D. The parties to this BAA agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules. If Covered Entity and Business Associate have nevertheless not amended this BAA to address a law or final regulation that becomes effective after the effective date of the Contract and that is applicable to this BAA, then upon the effective date of such law or regulation (or any portion thereof), this BAA shall be amended automatically and deemed to incorporate such new or revised provisions as are necessary for this BAA to be consistent with such law or regulation and for Covered Entity and Business Associate to be and remain in compliance with all applicable laws and regulations.
- E. Any ambiguity in this BAA shall be resolved to permit Covered Entity to comply with HIPAA and HITECH.
- F. Business Associate confirms that it is an independent contractor and is not acting as an agent of Covered Entity. Business Associate is solely responsible for all

decisions made by Business Associate regarding the safeguarding of PHI and its obligations under this BAA.

- G. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer upon any person/entity other than Covered Entity, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.
- H. Modification of the terms of this BAA shall not be effective or binding upon the parties unless and until such modification is committed to writing and executed by the parties hereto.
- I. This BAA shall be binding upon the parties hereto, and their respective subsidiaries, legal representatives, trustees, receivers, successors and permitted assigns; provided, however, that Business Associate may not assign its rights or delegate its responsibilities under this BAA.
- J. Should any provision of this BAA be found unenforceable, it shall be deemed severable and the balance of the BAA shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.
- K. This BAA and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the State of Rhode Island, including all matters of construction, validity and performance.
- L. All notices and communications required or permitted to be given hereunder shall be sent by certified or regular mail, addressed to the other party at its respective address as shown on the signature page, or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.
- M. This BAA, including such portions as are incorporated by reference herein, constitutes the entire agreement by, between and among the parties as required by 45 C.F.R. § 164.504(e), and such parties acknowledge by their signature hereto that they do not rely upon any representations or undertakings by any person or party, past or future, not expressly set forth in writing herein.
- N. Business Associate shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Business Associate and its employees, agents, representatives or subcontractors against any and all claims or claims for damages arising under this BAA and such insurance coverage shall apply to all services provided by Business Associate or its agents or subcontractors pursuant to this BAA. Business Associate shall indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs and other expenses (including but not limited to, reasonable attorneys' fees and costs, administrative penalties and fines, costs expended to notify Individuals and/or to

prevent or remedy possible identity theft, financial harm, reputational harm, or any other claims of harm related to a breach) incurred as a result of, or arising directly or indirectly out of or in connection with any acts or omissions of Business Associate, its employees, agents, representatives or subcontractors, under this BAA, including, but not limited to, negligent or intentional acts or omissions. This provision shall survive termination of this BAA.

O. This BAA may be executed in two or more counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument.

P. From time to time after the effective date of the Contract, and without any consideration, Covered Entity and Business Associate will execute and deliver, or arrange for execution and delivery of, such other documents and take such other action or arrange for such other actions as may reasonably be requested to more fully effectuate the intent of this BAA.

8. Acknowledgment.

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

Acknowledged and agreed to by:

Director
State of Rhode Island
Department of Administration

Authorized Agent

Title/Organization

Printed Name

Printed Name

Date

Date

Mailing Address:

Mailing Address: