



Solicitation Information
8/11/2021

RFP # 7653812

TITLE: COVID-19 Call Center and Contact Tracing Operations |

Submission Deadline: September 10, 2021 at 1:00 PM (Eastern Time) |

PRE-BID/ PROPOSAL CONFERENCE: No
MANDATORY: No

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

DATE:

LOCATION: |

Questions concerning this solicitation must be received by the Division of Purchases at doa.purquestions1@purchasing.ri.gov no later than **8/20/2021 at 1:00 PM (EST)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

BID SURETY BOND REQUIRED: No

PAYMENT AND PERFORMANCE BOND REQUIRED: No |

Nina M. Lennon, Interdepartmental Project Manager |

Note to Applicants:

1. Vendors must register in RIVIP at the Division of Purchases' website at <https://www.purchasing.ri.gov/RIVIP/VendorRegistration.aspx>.
2. Proposals received without a completed RIVIP Vendor Certification Cover Form attached may result in disqualification.

THIS PAGE IS NOT A RIVIP VENDOR CERTIFICATION COVER FORM

COVID-19 EMERGENCY PROTOCOL FOR BID OPENINGS

Vendors and the public are advised that due to Covid-19 emergency social distancing requirements bid openings at the Division of Purchases shall be conducted via live streaming on the ZOOM website/application. Vendors and the public shall not be permitted to enter the Division of Purchases to attend bid openings. Vendors and the public who attend bid openings via live streaming shall be required to identify themselves and a record of all such attendees shall be maintained by the Division of Purchases. Vendor bid proposals shall be opened and read aloud at the date and time listed herein. The results of bid solicitations requiring a public copy for public works projects shall be posted on the Division of Purchases website as soon as possible after the bid opening. For RFP solicitations only vendor names shall be read aloud at the opening.

Vendors and the public are further advised that visitor access to the Powers Building at One Capitol Hill, Providence, RI requires pre-screening at the entrance to the building. In accordance with the Governor's Executive Order(s) and Department of Health emergency regulations all visitors to the Powers Building must wear a cloth mask which covers the nose and mouth. Vendors delivering bid proposals to the Division of Purchases should allow sufficient time for the pre-screening process. The Division of Purchases assumes no responsibility for delays caused by the screening process or any other reason. Vendors are solely responsible for on time delivery of bid proposals. The Division of Purchases shall not accept late bids for any reason.

BID OPENING ZOOM INFORMATION

Division of Purchases is inviting you to a scheduled Zoom meeting for the bid opening.

Topic: RFP# 7653812 COVID-19 Call Center and Contact Tracing Operations

Time: Sep 10, 2021 01:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/88069624252?pwd=OVRZT3JhbjBWT21qY1dnUGdTN2NTQT09>

Meeting ID: 880 6962 4252

Passcode: 566102

One tap mobile

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+13017158592,,88069624252#,,,,*566102# US (Washington DC)

Dial by your location

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+1 301 715 8592 US (Washington DC)

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+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

888 788 0099 US Toll-free

Meeting ID: 880 6962 4252

Passcode: 566102

Find your local number: <https://us02web.zoom.us/j/88069624252>

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SECTION 1: INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Department of Health (RIDOH), is soliciting proposals from qualified firms to provide [Provide a brief description of the service(s) your agency is looking to acquire], in accordance with the terms of this Request for Proposals (“RFP”) and the State’s General Conditions of Purchase, which may be obtained at the Division of Purchases’ website at www.ridop.ri.gov.

The initial contract period will begin approximately October 1, 2021 for one year. Contracts may be renewed for up to four additional 12-month periods based on vendor performance and the availability of funds.

This is a Request for Proposals, not a Request for Quotes. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to cost; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this solicitation, other than to name those vendors who have submitted proposals.

Instructions and Notifications to Vendors

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFP are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content, shall be borne by the vendor. The State assumes no responsibility for these costs even if the RFP is cancelled or continued.
4. Proposals are considered to be irrevocable for a period of not less than 180 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated in the proposal.
6. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Subcontracts are permitted, provided that their use is clearly indicated in the vendor’s proposal and the subcontractor(s) to be used is identified in the proposal.
7. The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.
8. Vendors are advised that all materials submitted to the Division of Purchases for consideration in response to this RFP may be considered to be public records as defined in R. I. Gen. Laws § 38-2-1, et seq. and may be released for inspection upon request once an award has been made.

Any information submitted in response to this RFP that a vendor believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the Division of Purchases may release records marked confidential by a vendor upon a public records request if the State determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature.

9. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
10. By submission of proposals in response to this RFP vendors agree to comply with R. I. General Laws § 28-5.1-10 which mandates that vendors/subcontractors doing business with the State of Rhode Island exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

Vendors are required to ensure that they, and any subcontractors awarded a subcontract under this RFP, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

Vendors and subcontractors who do more than \$10,000 in government business in one year are prohibited from engaging in employment discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability, and are required to submit an “Affirmative Action Policy Statement.”

Vendors with 50 or more employees and \$50,000 or more in government contracts must prepare a written “Affirmative Action Plan” prior to issuance of a purchase order.

- a. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.
- b. Vendors further agree, where applicable, to complete the “Contract Compliance Report” (<http://odeo.ri.gov/documents/odeo-eeo-contract-compliancereport.pdf>), as well as the “Certificate of Compliance” (<http://odeo.ri.gov/documents/odeo-eeo-certificate-of-compliance.pdf>), and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order.

For further information, contact the Rhode Island Equal Employment Opportunity Office via e-mail at odeo.eoo@doa.ri.gov.

11. In accordance with R. I. Gen. Laws § 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).

12. In accordance with R. I. Gen. Laws §§ 37-14.1-1 and 37-2.2-1 it is the policy of the State to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs) and to support the fullest possible participation of small disadvantaged businesses owned and controlled by persons with disabilities (Disability Business Enterprises a/k/a “DisBE”)(collectively, MBEs, WBEs, and DisBEs are referred to herein as ISBEs) in the performance of State procurements and projects. As part of the evaluation process, vendors will be scored and receive points based upon their proposed ISBE utilization rate in accordance with 150-RICR-90-10-1, “Regulations Governing Participation by Small Business Enterprises in State Purchases of Goods and Services and Public Works Projects”. As a condition of contract award vendors shall agree to meet or exceed their proposed ISBE utilization rate and that the rate shall apply to the total contract price, inclusive of all modifications and amendments. Vendors shall submit their ISBE participation rate on the enclosed form entitled “MBE, WBE and/or DisBE Plan Form”, which shall be submitted in a separate, sealed envelope as part of the proposal. ISBE participation credit will only be granted for ISBEs that are duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity or firms certified as DisBEs by the Governor’s Commission on Disabilities. The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. Information regarding DisBEs may be accessed at www.gcd.ri.gov. For further information, visit the Office of Diversity, Equity & Opportunity’s website, at <http://odeo.ri.gov/> and see R.I. Gen. Laws Ch. 37-14.1, R.I. Gen. Laws Ch. 37-2.2, and 150-RICR-90-10-1. The Office of Diversity, Equity & Opportunity may be contacted at, (401) 574-8670 or via email Dorinda.Keene@doa.ri.gov
13. In the RIVIP Vendor Certification Cover Form, Section 4, Question 11, bidders shall certify agreement to the State’s contract terms. However, in accordance with Section 220-RICR-30-00-13.3(C)(3) of the General Conditions, the Vendor may submit in their bid or proposal, “[q]ualified or conditional offers 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, including form contracts, other than those specified by the State.” However, qualified or conditional offers “may be, at the sole discretion of the State Purchasing Agent:
- a. Rejected as being non-responsive; or,
 - b. Set aside in favor of the requirements set forth in the solicitation (with the consent of the Vendor); or,
 - c. Accepted, if the State Purchasing Agent determines in writing that such acceptance is in the best interest of the State.”
- By submitting a conditional or qualified offer, the Vendor bears the risk of their bid or proposal being considered non-responsive. In the event the State receives a conditional or qualified offer, the State reserves the right to adjust evaluation points in an RFP procurement, conduct a best and final offer process offering the same terms to all vendors, and/or reject a qualified/conditional proposal as being non-responsive at any time during the review process. The Vendor should not assume that any further negotiation will occur upon selection.
14. **Insurance Requirements** – In accordance with this solicitation, or as outlined in Section 13.19 of the General Conditions of Purchase, found at <https://rules.sos.ri.gov/regulations/part/220-30-00-13> and General Conditions - Addendum A found at <https://www.ridop.ri.gov/documents/general-conditions-addendum-a.pdf>, the following insurance coverage shall be required of the awarded vendor(s):

General Requirements:

- 14a) Liability - combined single limit of \$1,000,000 per occurrence, \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate.
- 14b) Workers compensation - \$100,000 each accident, \$100,000 disease or policy limit and \$100,000 each employee.
- 14c) Automobile liability - \$1,000,000 each occurrence combined single limit.
- 14d) Crime - \$500,000 per occurrence or 50% of contract amount, whichever is greater.

Professional Services:

- 14e) Professional liability (“errors and omissions”) - \$2,000,000 per occurrence, \$2,000,000 annual aggregate.
- 14f) Environmental/Pollution Liability when past, present or future hazard is possible - \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 14g) Working with Children, Elderly or Disabled Persons – Physical Abuse and Molestation Liability Insurance - \$1 Million per occurrence.

Information Technology and/or Cyber/Privacy:

- 14h) Technology Errors and Omissions - Combined single limit per occurrence shall not be less than \$50,000,000. Annual aggregate limit shall not be less than \$50,000,000.
- 14i) Information Technology Cyber/Privacy – minimum limits of \$75,000,000 per occurrence and \$75,000,000 annual aggregate. If Contract Party provides:
 - a) key back office services Contract Party shall have a minimum limit of \$75,000,000 per occurrence and \$75,000,000 annual aggregate;
 - b) if Contract Party has access to Protected Health Information as defined in HIPAA and its implementing regulations, Personal Information as defined in in R.I. Gen. Laws § 11-49.3-1, et seq., or as otherwise defined in the Contract (together Confidential Information”), Contract Party shall have as a minimum the per occurrence, per annual aggregate, the total rounded product of projected number of persons data multiplied by \$25 per person breach response expense per occurrence; but no less than \$5,000,000 per occurrence, per annual aggregate; or,
 - c) if the Contract Party provides or has access to mission critical services, network architecture and/or the totality of confidential data \$20,000,000 per occurrence and in the annual aggregate.

15. HIPAA - Under HIPAA, a “business associate” is a person or entity, other than a member of the workforce of a HIPAA covered entity, who performs functions or activities on behalf of, or provides certain services to, a HIPAA covered entity that involves access by the business associate to HIPAA protected health information. A “business associate” also is a subcontractor that creates, receives, maintains, or transmits HIPAA protected health information on behalf of another business associate. The HIPAA rules generally require that HIPAA covered entities and business associates enter into contracts with their business associates to ensure that the business associates will appropriately safeguard HIPAA protected health information. Therefore, if a Vendor qualifies as a business associate, it will be required to sign a HIPAA business associate agreement |

SECTION 2: BACKGROUND

In response to the SARS-CoV-2 (COVID-19) pandemic, the Rhode Island Department of Health (RIDOH) created the COVID-19 unit as an extension of the Department of Health. The Covid-19 Unit is responsible for all areas of the pandemic response including:

- Testing
- Epidemiological Operations (EpiOps) – includes case investigation, contact tracing, outbreak response, and special populations surveillance
- Data analytics and Operational Metrics
- Community Response/High Density Communities
- Community Mitigation/Policy
- Vaccinations and;
- Communications

The State of Rhode Island has used a whole government approach to manage the pandemic at the highest level. Statewide policy and decisions happen with input from the Governor’s office, RIDOH, Department of Commerce, and the Department of Administration. The Rhode Island National Guard has been engaged for over a year under federal emergency declaration and has assisted in every area of the response.

The three (3) leading priorities of the RIDOH are to: (1) Address the social and environmental determinants of health; (2) Eliminate disparities and promote health equity; and (3) Ensure access to quality health care for all, especially vulnerable populations. These priorities are the foundation that guides all RIDOH’s work, with the goal of improving the health and wellbeing of all Rhode Islanders. These leading priorities have remained true throughout of statewide response to the COVID-19 pandemic.

Many Rhode Islanders living in specific geographies have experienced higher rates of COVID-19 infections, hospitalizations, and deaths throughout the pandemic. For example, in the seven hardest-hit ZIP codes, people of color as young as 25 are experiencing higher hospitalization rates than white people over 60 years old. Such differences are directly connected to the social conditions in which some communities of color are more likely to live and work every day, and to systems of structural racism and discrimination that have historically undermined the health and well-being of these communities.

Reaching high vaccination rates across all individuals and communities regardless of ZIP code is key to saving lives and achieving broader population immunity. Rhode Island’s Hard-Hit Community Vaccination Strategy aims to ensure equitable vaccine access by distributing vaccine more quickly and deliberately in the hardest-hit areas. This includes focused efforts to expand

access to and uptake of vaccine among communities of color at highest risk of hospitalization and death. Focused strategies are necessary to ensure vaccine access for the most vulnerable members of the hardest-hit areas in the state.

RIDOH is collaborating with city, town, and community leaders in these hard-hit communities using available data to determine the best timing and strategy to expand vaccination opportunities for members of these harder-hit communities. This may include:

- Conducting vaccination clinics for community members in convenient locations (e.g., housing authorities, food pantries, community, or faith-based organizations, etc.)
- Expanding the number of community-based vaccination sites and providers.
- Expanding vaccination opportunities through retail pharmacies and healthcare providers in hard-hit communities.
- Providing vaccination appointment registration support to community members.

In March of 2020, the COVID-19 Information Line was created to respond solely to public inquiries and establish a standardized and reliable process for sharing COVID-19 policies, guidance, and recommendations to the general public, healthcare providers, and community partners to minimize public health risk among Rhode Island residents. With support from the Department of Information Technology and Telecom, this work was supported and staffed in-house until August 2020 at which time RIDOH engaged with a Call Center Vendor. The Vendor utilizes a suite of customer service applications, such as InContact, Survey Gizmo, Slack, BOX, and Comprehend to manage this work and ensure delivery of high-quality services. Salesforce© is used both as a surveillance system database and a customer relationship management system (CRM) to schedule and track appointments, give results to individuals, and document and escalate calls to specific teams or subject matter experts within EpiOps. Verizon inContact with softphone is used as the call center agent tool. Presently, the inbound calls consist of the following three (3) campaigns:

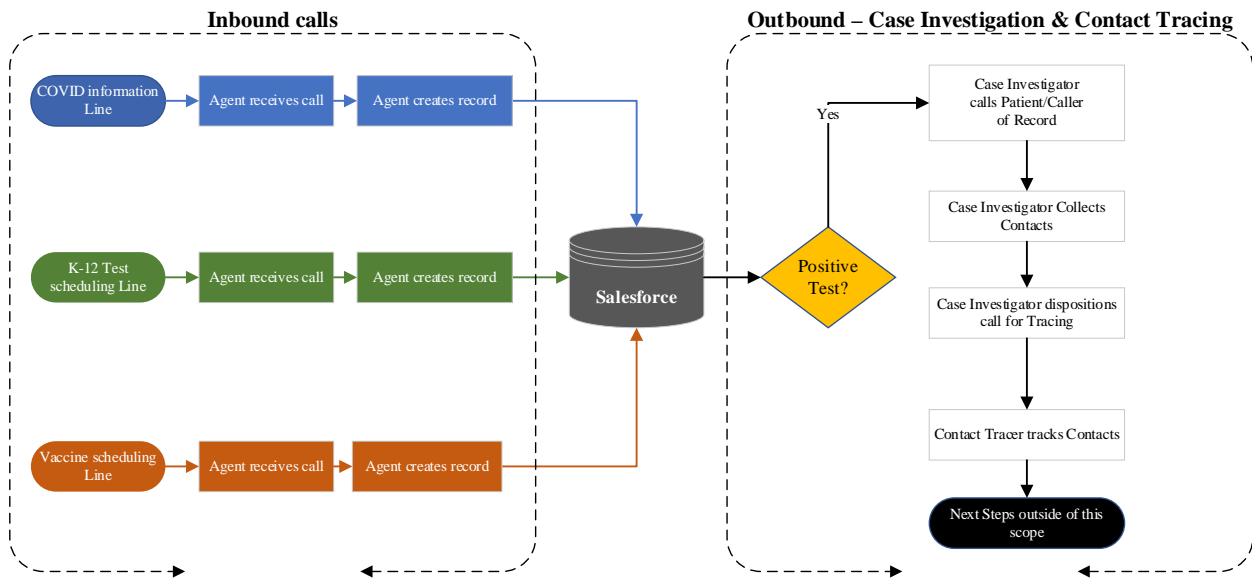
- 1) **COVID-19 Information Line** - receives calls from the public regarding COVID-19 general information and FAQs, test results, case investigation and contact tracing callbacks, quarantine and isolation support, vaccine information, questions, and concerns, and records requests.
- 2) **K-12 Test Scheduling Line** - receives calls from the public to schedule children and their families for an appointment at a State-run K-12 testing site or to obtain test results. This service is also open to children and families who attend daycare.
- 3) **The Vaccine Scheduling Line** - receives calls from the public to assist individuals (residents and non-resident) in scheduling vaccination appointments at a variety of vaccination sites, including, but not limited to: State-run vaccination sites, pop-up clinics, and independent pharmacies. This line also assists in targeted outbound calling campaigns for vaccination scheduling.

Case Investigation and Contact Tracing (CI/CT) are two (2) additional, separate campaign types. EpiOps is the operational center for COVID-19 case investigation, contact tracing, outbreak response, and data collection needed for all surveillance and data reporting. Case investigation and contact tracing is a core disease control measure and is a key strategy for preventing further spread of COVID-19. Over 90% of individuals who test positive are interviewed to collect demographic information and determine infectious period, places visited, and exposed individuals (close contacts). All cases and contacts are given isolation and quarantine information, referred for treatment if eligible, and screened for quarantine and isolation support needs. Outbound calls are triggered with each positive test result that enters Salesforce©. Each positive case (person

diagnosed with COVID-19) is called for a “Case Investigation”. Outbound calls are also triggered after close contacts are identified and entered into the database. The goal is to reach cases and contacts within 24 hours so that they can be placed in isolation or quarantine in order to reduce the number of people in contact with positive cases or people who have already been exposed in an effort to mitigate disease transmission. Sometimes it may take multiple phone calls or text messages, which are sent via Salesforce®, to reach individuals.

Below please find a high-level flow chart of the call center workflow.

Call Center Operations



Below please find the table of the estimated total number of calls, per line, from January – June in 2021.

Monthly Call Volumes, per line		
Covid Information Line	Inbound	Outbound
January-21	78,928	1,503
February-21	51,506	1,193
March-21	46,216	2,462
April-21	39,575	2,301
May-21	18,890	1,399
June-21	7,070	812
Totals	242,185	9,670
K12		
January-21	30,058	8,115
February-21	10,679	3,267
March-21	14,321	1,774
April-21	11,509	849
May-21	7,001	759
June-21	3,977	442
Totals	77,545	15,206
Vaccine Scheduling line		
January-21	N/A	N/A
February-21	8,489	670
March-21	22,288	2,003
April-21	15,430	1,581
May-21	3,812	23,130
June-21	986	27,877
Totals	51,005	55,261
Contact Tracing (CT)		
January-21	N/A	28,470
February-21	N/A	23,085
March-21	N/A	26,802
April-21	N/A	29,692
May-21	N/A	18,867
June-21	N/A	4,020
Totals	N/A	130,936
Case Investigation (CI)		
January-21	N/A	16,189
February-21	N/A	9,053
March-21	N/A	10,945
April-21	N/A	12,126
May-21	N/A	6,418
June-21	N/A	2,241
Totals	N/A	56,972

Summary	Inbound	Outbound
Covid Information Line	242,185	9,670
K12	77,545	15,206
Vaccine Scheduling line	51,005	55,261
Contact Tracing (CT)	-	130,936
Case Investigation (CI)		56,972
Totals	<u>370,735</u>	<u>187,908</u>

SECTION 3: SCOPE OF WORK AND REQUIREMENTS

The Rhode Island Department of Health seeks a vendor to provide a solution for the following Tasks. Vendors are required to submit a technical proposal for all tasks; however, budgets must be submitted separately for each Task. RIDOH reserves the right to include one or more Tasks in the scope of work for the selected vendor based on the needs of RIDOH at the start of the contract period.

- A. Inbound calls**
- B. Case Investigation**
- C. Contact Tracing**

A. Inbound Calls

Currently, there are three (3) dedicated telephone lines that accept inbound calls. The COVID-19 Information line, The K12 Test Scheduling Line and the Vaccine Scheduling line. Despite having three separate lines of business, RIDOH uses a no wrong door policy, and makes every effort to route callers to the right information via warm transfer or providing the caller with the correct telephone number. *Hours of operation: M-F 7:30 a.m.-5:00 p.m./Weekends 8:30 a.m. --4:30 p.m.*

1. *COVID-19 Information Line* – This line is dedicated to responding to a wide variety of calls from the public about general information and frequently asked questions related to COVID-19. Common inquiries include the location/hours of operation of test sites, help scheduling a test online, looking for test results, request for official isolation or quarantine letters, questions regarding vaccine eligibility, masking guidelines, and travel requirements. Other less frequent calls include cases or contacts who missed a call from RIDOH, questions from clinical providers, organization or facilities reporting positive cases or outbreaks, and complaints from the public.
2. *K12 Test Scheduling Line* – This line is dedicated to incoming calls from parents, students and staff associated with K-12 schools. The services provided include assistance with test scheduling at a K-12 dedicated state-run testing site as well as the verification of COVID-19 test results. This service is also available to children, families, and staff associated with daycares throughout the state.
3. *Vaccine Scheduling Line* – This line is dedicated to responding to calls from individuals who need assistance with scheduling, canceling, or confirming 1st and 2nd dose COVID-19 vaccine appointments. Less frequent calls include corrections to vaccine records and escalations to clinical staff about vaccine side effects. Vaccine scheduling line also assists in targeted outbound calling campaigns for scheduling vaccination appointments.

Every call follows one (1) of three (3) distinct paths:

1. Resolution at Level One (L1) through an agent
2. Escalation to supervisor Level Two (L2) through an Agent supervisor
3. Escalation to Level Three (L3) through CI/CT staff in Salesforce® call center intake (a call center intake is an electronic record that requires collecting contact information and reason for the call).

Calls that need to be escalated are routed to one of 18 different queues in Salesforce, which are associated with RIDOH EpiOps specialty teams/subject matter experts. In addition, call center agents shall provide customer assistance with various online portals, for example, portal.ri.gov, the COVID-19 test results system, and PrepMod, a vaccine scheduling system.

Call Center Staff Skills

Agents shall have two (2) to four (4) years of customer service/call center experience preferably in healthcare industry and demonstrate the following:

- Strong communication and active listening skills.
- Intermediate computer skills, cultural awareness, and sensitivity.
- Strong organizational skills and attention to detail.
- Display ability to multitask.
- Perform well under pressure.
- Ability to retain a large amount of material.
- Exude empathy for callers in distress.
- Provide guidance that can change frequently based on recommendations and policies from the CDC, RIDOH, or the Governor’s office.
- Ability to work in a fluid, fast paced environment.

B. Case Investigations

Case investigation is the identification and investigation of individuals with confirmed and probable diagnoses of COVID-19 (case), and *contact tracing* is the subsequent identification, monitoring, and support of people who have been exposed to (contact), and possibly infected with, the virus. This process prevents further transmission of disease by separating people who have (or may have) an infectious disease from people who do not. It is a core disease control measure that has been employed by public health agency personnel for decades.

Case Investigation is a fundamental activity that involves working with an individual (symptomatic or asymptomatic) who has been diagnosed with COVID-19. Individuals diagnosed with COVID-19 infection are commonly referred to as a “Case”. The Case investigation process includes multiples steps that can be categorized into three (3) phases, the pre-interview phase, interview phase, and post-interview phase. The phases and their general components are described below.

1) Pre-interview phase:

- Review laboratory result and any previous history in Salesforce to assess need for follow up. Staff need to pay particular attention to demographic characteristics, date of specimen collection, ordering and reporting facility, and reason for test.

- Prepare workstation for interview including having Salesforce and common resources and interview guides available and note-taking materials for any information shared that cannot be captured in Salesforce in real time.
 - If needed, request contact information look-up to ensure most accurate contact information is available.
- 2) Interview phase:
- Place call to case, confirm the agent is speaking with the correct person by confirming two (2) pieces of identifying information (last name, DOB, address).
 - Discuss the purpose of the call and expectations for the interview.
 - Deliver test result to case if they are not aware of the result.
 - Obtain demographic characteristics such as sex, gender identity, race, ethnicity, employer, occupation, last day worked and any affiliation with an educational facility.
 - Gather symptom information.
 - Gather medical history and hospitalization status.
 - Educate case about monoclonal antibody treatment and/or other recommended treatment options.
 - Obtain case's self-reported vaccination status.
 - Determine if the case can safely isolate on their own and document isolation support needs if reported.
 - Obtain information on potential exposures fourteen (14) days prior, including travel history and visits to high risk venues.
 - Explain to the case the infectious period as well as close contact and identify places visited during the infectious period and gather close contacts during infectious period.
 - This may include household contacts, social contacts, workplace contacts, and medical/other contacts.
 - Provide isolation guidance to the case, enroll case in illness monitoring system (phone or SMS-based, Salesforce integrated system), and provide helpful resources in case of need during isolation.
- 3) Post-interview phase:
- Review any notes from the investigation and ensure complete entry into Salesforce.
 - Notify teams, if needed, of case or contacts, such as with a K-12 affiliated case, or if a suspected cluster is identified.
 - Complete entry into Salesforce, update case status in Salesforce, and notify supervisor of completion.

The case investigation process may require follow up with employers, healthcare providers, or venues such as restaurants, places of worship, or funeral homes via subsequent phone outreach. The Case Investigation Team shall work with RIDOH clinical staff (nurses, nurse practitioners, and physicians), data analysis and quality assurance team members, and other teams to ensure complete follow-up for cases through a developed escalation process.

C. Contact Tracing

As previously stated, Case investigation is the identification and investigation of individuals with confirmed and probable diagnoses of COVID-19, and contact

tracing is the subsequent identification, monitoring, and support of their contacts who have been exposed to, and possibly infected with, the virus. This process prevents further transmission of disease by separating people who have (or may have) an infectious disease from people who do not. It is a core disease control measure that has been employed by public health agency personnel for decades. The following section reviews this second part of the overall CI/CT process which is follow up with the named close contacts.

Contact Tracing (CT)

Contact tracing is a fundamental activity that involves working with a person (symptomatic or asymptomatic) has been exposed to someone with COVID-19.

Pre-interview phase:

- Review close contact record and any previous history in Salesforce to assess need for follow up. Staff shall pay particular attention to demographic characteristics, exposure description, reported symptoms and vaccination history.
- Prepare workstation for interview including having Salesforce and common resources and interview guides available and note-taking materials for any information shared that cannot be captured in Salesforce in real time.
- If needed, request contact information look-up to ensure most accurate contact information is available.

Interview phase:

- Place call, confirm you are speaking with the correct person by confirming two pieces of identifying information (last name, DOB, address), if available
- Discuss the reason for the call and expectations for the interview
- Obtain demographic characteristics such as sex, gender identity, race, ethnicity, employer, occupation, last day worked and any affiliation with an educational facility
- Gather symptom information
- Gather medical history and hospitalization status
- Educate contact about monoclonal antibody treatment and/or other recommended treatment options
- Obtain contact's self-reported vaccination status
- Determine if the contact can safely quarantine on their own and document isolation support needs if reported
- Obtain information on potential travel planned during quarantine period, and advise contact if they are allowed to travel
- Provide quarantine guidance, enroll case in illness monitoring system (phone or SMS-based, Salesforce integrated system), and provide helpful resources in case of need during quarantine
- Schedule testing for those interested

Post-interview phase:

- Review any notes from the investigation and ensure complete entry into Salesforce
- Complete entry into Salesforce, update case status in Salesforce
- Escalate any clinically complex cases or inquiries to clinical experts for review

Tasks B & C: Case Investigation & Contact Tracing Staff Skills

- A keen understanding of the need for patient confidentiality and the ability to conduct case interviews with care to protect confidentiality and to conduct contact tracing without disclosing the identity of the case.
- Understanding of, and ability to explain in plain language, the medical terms associated with COVID-19 and principles of exposure, infection, infectious period, potentially infectious interactions, symptoms of disease, pre-symptomatic and asymptomatic infection, types of tests used to diagnose infection, and available prevention and control interventions (e.g., isolation/quarantine, social distancing, environmental surface cleaning).
- Excellent and tactful interpersonal skills, cultural sensitivity, and language and interviewing skills that allow staff to build and maintain trust with clients and contacts.
- Basic skills of crisis counseling and the ability to confidently refer cases for further care, if needed.
- Resourcefulness in locating and communicating with cases who may be difficult to reach or reluctant to engage in conversation.
- Awareness of the sensitivities surrounding immigration status and how this can be a barrier to case investigation activities.
- Understanding of when to escalate situations to medical, social, or supervisory resources.
- Ability to help cases identify any needs they may have for social support during self-isolation/self-quarantine.
- Ability to collect basic standardized surveillance data per protocols.
- Ability to collect information over the phone and enter a computer system in real-time.
- Understanding of when the use of public health legal authorities may be necessary and how to notify the appropriate public health officer for authorization.

Case Investigation and Contact Tracing Staff Qualities

The following cross-cutting knowledge, skills and abilities support the successful practice of case investigation. Recruitment for Case Investigators and Contact Tracers should focus on identifying people with these attributes:

- Ethical and professional conduct
- Active listening
- Open communication
- Critical thinking
- Negotiating skills
- Problem solving
- Cultural humility and competency
- Emotional intelligence
- Flexibility and adaptability

***Strong interpersonal skills are important, but the role of the Case Investigator and Contact Tracer also requires a higher level of skills and training. The Case Investigator and Contact Tracer shall be able to conduct a conversation-based investigation (as opposed to reading a script or data collection form) to obtain information on close

Contacts and to assess healthcare and support needs for people diagnosed with COVID-19.

Additional Considerations Across All Tasks - Consolidation and Reintegration

As the COVID-19 pandemic subsides and call volume diminished over time, the successful vendor shall assist in the planning and execution the long-term strategy for RIDOH call center operations. In the near term, the consolidation all COVID-19 telephone lines will be considered. Midterm planning includes the reintegration of the COVID Unit into core RIDOH programs. This will include the consolidation of the RIDOH Health Information Line (HIL) with the COVID-19 Information Line. This work is expected to begin in late fall/early winter 2022.

The RIDOH Health Information Line (HIL) is RIDOH's single point of entry for telephone inquiries. The HIL answers an average of 6800 calls per month on behalf of the Department's programs and the Director's office. The office hours on the HIL are from 8:30-4:30pm, Monday through Friday. There is also a central email account for anyone wishing to contact RIDOH with questions, which is also answered by HIL staff. The HIL also manages the complaint intake for Health Professionals and Facilities Regulation. The complaints are currently received via telephone, e-mail, e-fax or walk-in. They are processed and forwarded to the respective programs.

Other RIDOH lines of business that may also be factored into long term planning include improving operations related to the after-hours "Administrator on Call System" and the after-hours "RIDOH Answering Service".

All near, mid, and long-term operation must maintain surge capacity and the ability to respond to a high volume of calls during emergencies and other crisis response scenarios.

Vendor Requirements

- Possess a minimum of five (5) to seven (7) years of experience in call center services, including healthcare industry, and be actively providing call center services successfully.
- The successful vendor shall be able to implement policy changes and train staff quickly in a rapidly evolving, complex environment with multiple stakeholders, decisions makers, and workstreams.
- Continuous quality improvement focuses on policy, process, people, and technology
- Must utilize state-contracted surveillance system, appointment scheduling software, and other databases as required by the program.
- Must have a disaster recovery plan
- Work with the existing Vendor for up to sixty (60) days to ensure a seamless transition and uninterrupted operations, as directed by RIDOH
- Attend on-site, in-person, meetings as required

Governance

The vendor must be willing to establish and maintain a collaborative partnership to achieve shared objectives and expectations. The vendor will work with RIDOH to identify and manage risks and policy changes. The vendor must have a commitment to on-going, regular communication and shared decision making through an Executive Steering Committee, weekly operations meetings, and daily standups (when needed). The vendor shall have a well-defined management structure with clear roles and responsibilities that effectively manages communication between organizations.

Surge Capacity

It is important to note, that the successful vendor must have the capacity to support any surges related to the state of Rhode Island's Covid-19 pandemic response. This would include increases in Covid-19 positive cases, contacts, vaccination efforts (which may include, but are not limited to: third doses, booster doses, expansion of eligibility), changes to CDC recommendations, and other related work. The successful vendor must have the ability to scale operations to 25-50% within 15 business days. This may be inclusive of additional campaigns based on the needs of the RIDOH. Vendors must include a description of how they will scale and manage their operations

Staffing Requirements

- Recruit and staff agents for inbound calls, including Live Chat Functionality to meet call volumes and surges
- Staff agents, Case Investigators and Contact Tracers accordingly to meet SLAs
- Case Investigation and Contact Tracing resources shall meet the skills and qualifications describe above.
- The vendor must have a staffing plan that addresses attrition
- Make every effort to employ Rhode Island residents before acquiring resources outside of the State. The State's goal is to have at least 20% of all call center agents (public facing) be residents of Rhode Island.
- Additionally, at least 20% of staff shall be bilingual in Spanish, Portuguese, or Cape Verdean Creole, sufficient to meet the volume of callers with each of those language needs.

If these goals cannot be obtained, documented recruiting efforts shall be provided to the State.

Language Access Requirement

Have access to comprehensive Interpreting Services (150+ languages) that align with the hours of operation of the work.

Training Requirements

The successful vendor shall work collaboratively with RIDOH to deliver strong training and supportive materials. All training and training materials shall be approved by RIDOH. The successful vendor shall be responsible for training of their staff. Program and process content shall be provided by the RIDOH. The successful vendor, with input from RIDOH, shall include assessments designed to evaluate each Agent's understanding of program content and ability to be successful in the role. A minimum passing grade shall be mutually agreed upon by the vendor and RIDOH. RIDOH reserves the right to attend any and all trainings to ensure the content is being delivered correctly. RIDOH will provide the successful vendor training on various technologies and aspects of the COVID-19 pandemic response, but the successful vendor shall train all their staff. The successful vendor will provide HIPAA training to all staff.

Quality Assurance (QA) Requirements

Quality-monitoring procedures and technologies must be implemented by the vendor, and call center managers and supervisors held directly responsible for performance and satisfaction. At a minimum, the following QA standards shall be implemented as follows:

- One hundred percent (100%) of calls shall be recorded and stored for a minimum of 10 years, based on the required length of time for a pandemic response. In addition, upon termination of the contract the vendor shall transfer all recorded calls to the state in the method and timing requested by the state.
- All call center agents and supervisors shall be monitored and evaluated at least one (1) time per week with a minimum goal of four (4) times per month
- One-on-One coaching shall be provided to review evaluation results
- Bi-Monthly (every 2 weeks) calibration meetings shall be held with RIDOH to review current performance and future opportunities
- Evaluation form created by the vendor must be approved by RIDOH.
- Weekly/Monthly QA reports shall be shared with RIDOH (see deliverables section)

The successful Vendor shall provide RIDOH with access to the Telephony/Automatic Call Distributor (ACD) systems (read only) to monitor daily performance/volumes and provide access to the QA Call Monitoring application.

Deliverables & Reports

The successful vendor shall produce the following reports. The frequency and formatting will be agreed upon in collaboration with RIDOH.

- Inbound Call metrics
 - Total number of inbound calls
 - Abandoned calls
 - Abandon percent - goal is <5%
 - Average Speed Answer – goal is <30 sec
 - Service Level Agreement (80/20) - (80% of calls answered within 20 seconds) and live chat responses within 120 seconds.
 - First Call Resolution/1st call resolution – goal is 85%>
 - Average Handle Time
 - Top five (5) Call Dispositions
 - Percent escalated to Level Two (L2) call center supervisor & Level Three (L3) EpiOps subject matter experts
 - Top five (5) Escalation Reasons
- CI/CT Call Metrics
 - Number of inbound calls
 - Number of outbound calls
 - Average handle times
 - Number of Agents making calls
- CI/CT Salesforce Metrics
 - Number of positive lab results (Salesforce positive test intakes) dispositioned (reached and converted, attempted, refused interview, unable to reach)
 - Breakdown of dispositions (as described above)
 - Breakdown of dispositions by Case Investigator
 - Number of contact trace records (Salesforce contact trace intake) dispositioned (reached and converted, attempted, refused interview, unable to reach)
 - Breakdown of dispositions (as described above)
 - Breakdown of dispositions by Contact Tracer
- Quality Assurance Reports (call quality)
 - Weekly/Monthly summary reports distributed with a goal of 85%>
 - Scores reported/broken out by individual/campaign scores
 - Include number of evaluations completed and what percentage completed

- Top five (5) areas/items missed
 - QA training plan based on individual and aggregate data
- Quality Assurance Reports (data entry)
 - Weekly/monthly summary reports of completeness and accuracy of entry for core required fields
 - Scores reported by individual and campaign
 - Include number of records reviewed
 - Top five (5) areas/items missed
 - QA training plan based on individual and aggregate data
- Staffing report (weekly)
 - Number of agents
 - Number of staff trained
 - State of residence
 - Languages spoken
 - Retention rates
- Disaster recovery plan
- PowerPoint presentations to share with COVID and RIDOH leadership
- Ad-hoc and custom reporting capabilities
- Attendance at regular meetings

Key Performance Indicators (KPIs)

KPIs shall be reported and reviewed with the RIDOH on monthly basis. Improvement plans shall be required when the successful vendor does not meet the KPIs.

Inbound Calls

- Service Level Agreement for Inbound Calls is (80/20) – 80% of calls answered within 20 seconds
- Abandon Rate - Goal is <5%
- Average Speed of Answer – Goal is <30 sec
- Average Handle Time – To be determined and discussed with successful Vendor.
- First Call Resolution – Goal is 85%>

Case Investigation and Contact Tracing

- Service Level Agreement for Case Investigations is 90% of all Salesforce positive test intakes are attempted within 24 hours and 80% of Salesforce positive test intakes are reached in 24 hours.
- Service Level Agreement for Contact Tracing is 90% of all Salesforce contact trace intakes are attempted within 24 hours and 80% of Salesforce intakes are reached in 24 hours

General

- Quality Assurance – Goal is 85%>
- Quality Assurance for Contact Tracing – Goal is 85%>
- Live Chat Response Time – Goal is < 120 seconds
- Complete, timely, and accurate data entry of required fields.

Training

- Training assessment and certifications will be required by all staff in the following areas. The assessments tools and passing scores will be approved by RIDOH.

Infrastructure Requirements

RIDOH requires a resilient and robust state of the art cloud enabled call center solution including software, programming, configuration, hardware, and licensing. The successful vendor solution must include, but is not limited to:

1. Call Center Software, Programming and Configuration

The successful vendor solution must include all required software and applications. The software must be the most recent and manufacturer's recommended stable release. The solution will include all patches & software updates as they are released. All identified software vulnerabilities will be mitigated by the successful vendor. Technology and tools shall address and include:

- Cloud based contact center management platform
- Technology to support remote IT security, data privacy, and HIPPA compliance
- Ensure high call quality for remote staff
- Live Chat Functionality
- Virtual assistant software
- Training, documentation, and knowledge management
- Incident management and escalation

2. Hardware

The successful vendor solution shall include all hardware components necessary to fully implement a complete system. This could include, but not limited to:

- server appliances
- survivable processors
- switches
- routers
- desk phones, cell phone, or soft phones
- cabinets
- cabling
- network (access to the cloud)
- failover or redundant network

Solution must have scalability of a potential of 25% growth over its defined lifespan.

3. Licensing

The successful vendor must be properly sized and licensed for the correct scale of the project. The solution must also be dynamic; allowing for scalability of hardware, software, and licensing.

4. Transition & Implementation Services

The successful vendor must incur the cost and resources necessary to transfer all configurations from the existing systems to the new solution. This includes, but not limited to:

- Planning and management of the project
- Staging, configuring, and licensing of systems
- Rack, stack, power, and interconnect of components
- Installation of any required equipment rack, cabling, connection blocks or panels.
- Call center configuration (IAW agency requirements)
- Call center testing and validation by agency representatives

5. Communication Transport

The State expects a turn-key solution.

The solution must include any and all communication or telecommunications carrier transport costs.

6. Warrantees and Support Contracts

The State expects full post implementation support. The solution must be fully supportable by the selected vendor, and manufacturer; with the cost included in the solution.

7. IRS Publication 1075 requirements 9.4.15 for VoIP Systems (See Appendix B)

8. Call Center Capabilities (See Appendix C)

SECTION 4: PROPOSAL

A. Technical Proposal

Narrative and format: The proposal should address specifically each of the following elements:

1. **Staff Qualifications** – Describe the qualifications of the team, including senior leadership and key staff, that will be leading and managing the work. Provide a description their experience in call center and project management. Attach staff resumes/CV of senior leadership and key staff (resumes not included in page count).
2. **Capability, Capacity, and Qualifications of the Vendor** - Please provide a detailed description of the Vendor’s experience as a call center operations and COVID-19 response operations, including case investigation and contact tracing, if applicable List a minimum of three (3) relevant client references. References shall include the following:
 1. Client name, address, and phone number.
 2. Point of contact name, title, direct phone number and email address.
 3. Dates of service.
 4. Types of campaigns and/or services provided.
 5. Size of campaign.
 6. Number of full-time employees
 7. Campaign call volume (Inbound and Outbound)
 8. Percentage of business to vendor.
 9. Sample report(s) or dashboards to demonstrate success and quality.
3. **Work Plan** - Please describe in detail, the goals, activities, and timeframes, responsible person, and associated metric or key milestone that will be used to track progress. At least the following key elements should be addressed:
 1. Recruiting/hiring/attrition
 2. Training
 3. Daily operations approach
 4. Routine reporting and data to action approach
 5. Technology (Telcom, CRM-customer relationship management, WFM-workforce management, QA-quality assurance/call-recording application,
 6. Quality assurance
 7. Incident escalation process

- **Approach/Methodology** – Please describe in detail the project management approach.

- Describe the major processes and methodologies, including any project management, technology and call center software and applications, and system Integration that it will utilize.
- Describe the approach to the change management, general procedures associated with changes, policy development, escalations, and implementation.
- Knowledge Management – describe the tools and resources used by staff to access the most up to date information, resources, and policy documents.
- Describe how all requirements will be met, especially staffing, training, quality assurance, surge capacity, deliverables, and infrastructure requirements.
- IT security plan - Describe the vendor IT security plan.
 - Please note: PII, PHI, Federal Tax Information, Social Security data, etc., may NOT be processed, maintained, transmitted, or stored from any offshore facility not subject to U.S. law.
- Describe the Improvement plan for failure to reach, goals, objective, and SLAs.
- Describe Disaster Recovery plan.

B. Cost Proposal

Please complete the cost proposal on the budget template provided, excel sheet.

There are tabs separated for Case Investigation, Contact Tracing, and a Budget Summary. Please use those to indicate how the budget will be broken up. All dates, timelines, hourly rates, and costs are examples only, as the State expects the vendors to propose each.

Proposed costs are to be broken down in detail by personnel. All costs are to be on a fully loaded/all-inclusive, time and material, hourly rates.

C. ISBE Proposal

See Appendix A for information and the MBE, WBE and/or Disability Business Enterprise Participation Plan form(s). Vendors are required to complete, sign, and submit these form(s) with their overall proposal in a sealed envelope. Please complete separate form(s) for each MBE, WBE and/or Disability Business Enterprise subcontractor to be utilized on the solicitation.

SECTION 5: EVALUATION AND SELECTION

Proposals shall be reviewed by a technical evaluation committee (“TEC”) comprised of staff from State agencies. The TEC first shall consider technical proposals.

Technical proposals must receive a minimum of 60 (85.7%) out of a maximum of 70 points to advance to the cost evaluation phase. Technical proposals scoring less than 60 points shall not have the accompanying cost or ISBE participation proposals opened or evaluated; such proposals shall not receive further consideration.

Technical proposals scoring 60 points or higher shall have the cost proposals evaluated and assigned up to a maximum of 30 points bringing the total potential evaluation score to 100 points. As total possible evaluation points are determined, vendor ISBE proposals shall be evaluated and assigned up to 6 bonus points for ISBE participation.

The Division of Purchases reserves the right to select the vendor(s) or firm(s) (“vendor”) that it deems to be most qualified to provide the goods and/or services as specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

Proposals shall be reviewed and scored based upon the following criteria:

Criteria	Possible Points
Staff Qualifications	15 Points
Capability, Capacity, and Qualifications of the Vendor	20 Points
Work Plan	20 Points
Approach/Methodology	15 Points
Total Possible Technical Points	70 Points
Cost proposal*	30 Points
Total Possible Evaluation Points	100 Points
ISBE Participation**	6 Bonus Points
Total Possible Points	106 Points

***Cost Proposal Evaluation:**

The vendor with the lowest cost proposal shall receive one hundred percent (100%) of the available points for cost. All other vendors shall be awarded cost points based upon the following formula:

$$(\text{lowest cost proposal} / \text{vendor's cost proposal}) \times \text{available points}$$

For example: If the vendor with the lowest cost proposal (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly costs and service fees and the total points available are thirty (30), Vendor B's cost points are calculated as follows: $\$65,000 / \$100,000 \times 30 = 19.5$

****ISBE Participation Evaluation:**

A. Calculation of ISBE Participation Rate

1. ISBE Participation Rate for Non-ISBE Vendors. The ISBE participation rate for non-ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of non-ISBE vendor's total contract price that will be subcontracted to ISBEs by the non-ISBE vendor's total contract price. For example, if the non-ISBE's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs, the non-ISBE's ISBE participation rate would be 12%.
2. ISBE Participation Rate for ISBE Vendors. The ISBE participation rate for ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount

of the ISBE vendor's total contract price that will be subcontracted to ISBEs and the amount that will be self-performed by the ISBE vendor by the ISBE vendor's total contract price. For example, if the ISBE vendor's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs and will perform a total of \$8,000.00 of the work itself, the ISBE vendor's ISBE participation rate would be 20%.

B. Points for ISBE Participation Rate:

The vendor with the highest ISBE participation rate shall receive the maximum ISBE participation points. All other vendors shall receive ISBE participation points by applying the following formula:

$$\begin{aligned} & (\text{Vendor's ISBE participation rate} \div \text{Highest ISBE participation rate} \\ & \quad \times \text{Maximum ISBE participation points}) \end{aligned}$$

For example, assuming the weight given by the RFP to ISBE participation is 6 points, if Vendor A has the highest ISBE participation rate at 20% and Vendor B's ISBE participation rate is 12%, Vendor A will receive the maximum 6 points and Vendor B will receive $(12\% \div 20\%) \times 6$ which equals 3.6 points.

General Evaluation: Points shall be assigned based on the vendor's clear demonstration of the ability to provide the requested goods and/or services. Vendors may be required to submit additional written information or be asked to make an oral presentation before the TEC to clarify statements made in the proposal.

SECTION 6: QUESTIONS

Questions concerning this solicitation must be e-mailed to the Division of Purchases at doa.purquestions1@purchasing.ri.gov no later than the date and time indicated on page one of this solicitation. No other contact with State parties is permitted. Please reference **RFP # 7653812** on all correspondence. Questions should be submitted in writing in a Microsoft Word attachment in a narrative format with no tables. Answers to questions received, if any, shall be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to monitor the Division of Purchases website for any procurement related postings such as addenda. If technical assistance is required, call the Help Desk at (401) 574-8100.

SECTION 7: PROPOSAL CONTENTS

A. Proposals shall include the following:

1. One completed and signed RIVIP Vendor Certification Cover Form (included in the original copy only) downloaded from the Division of Purchases website at www.ridop.ri.gov. *Do not include any copies in the Technical or Cost proposals.*
2. Two (2) completed original and copy versions, signed and sealed Appendix A. MBE, WBE, and/or Disability Business Enterprise Participation Plan. Please complete separate forms for each MBE, WBE or Disability Business Enterprise subcontractor/vendor to be utilized on the solicitation. *Do not include any copies in the Technical or Cost proposals.*

3. Technical Proposal - [describing the qualifications and background of the applicant and experience with and for similar projects, and all information described earlier in this solicitation. The technical proposal is limited to six (6) pages (this excludes any appendices and as appropriate, resumes of key staff that will provide services covered by this request).
 - a. One (1) Electronic copy on a CD-R, marked “Technical Proposal - Original”.
 - b. One (1) printed paper copy, marked “Technical Proposal -Original” and signed.
 - c. Four (6) printed paper copies
4. Cost Proposal - A separate, signed, and sealed cost proposal [reflecting the hourly rate, or other fee structure, proposed to complete all of the requirements of this project.
 - a. One (1) Electronic copy on a CD-R, marked “Cost Proposal -Original”.
 - b. One (1) printed paper copy, marked “Cost Proposal -Original” and signed.
 - c. Four (6) printed paper copies

B. Formatting of proposal response contents should consist of the following:

1. Formatting of CD-Rs – Separate CD-Rs are required for the technical proposal and cost proposal. All CD-Rs submitted must be labeled with:
 - a. Vendor’s name
 - b. RFP #
 - c. RFP Title
 - d. Proposal type (e.g., technical proposal or cost proposal)
 - e. If file sizes require more than one CD-R, multiple CD-Rs are acceptable. Each CD-R must include the above labeling and additional labeling of how many CD-Rs should be accounted for (e.g., 3 CD-Rs are submitted for a technical proposal and each CD-R should have additional label of ‘1 of 3’ on first CD-R, ‘2 of 3’ on second CD-R, ‘3 of 3’ on third CD-R).

Vendors are responsible for testing their CD-Rs before submission as the Division of Purchase’s inability to open or read a CD-R may be grounds for rejection of a Vendor’s proposal. All files should be readable and readily accessible on the CD-Rs submitted with no instructions to download files from any external resource(s). If a file is partial, corrupt, or unreadable, the Division of Purchases may consider it “non-responsive”. USB Drives or any other electronic media shall not be accepted. Please note that CD-Rs submitted, shall not be returned.

2. Formatting of written documents and printed copies:
 - a. Technical proposals should not exceed 20-pages including the work plan. Budget documents, resumes for key staff, and references will not count towards the page limit.
 - b. 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.
 - c. All pages on the technical proposal are to be sequentially numbered in the footer, starting with number 1 on the first page of the narrative (this does not include the cover page or table of contents) through to the end, including all forms and attachments. The Vendor’s name should appear on every page, including attachments. Each attachment should be referenced appropriately

within the proposal section and the attachment title should reference the proposal section it is applicable to.

- d. If the solicitation includes a proposal template for vendor use, it shall be typed using the formatting provided in the template.
- e. Printed copies are to be only bound with removable binder clips.

SECTION 8: PROPOSAL SUBMISSION

Interested vendors must submit proposals to provide the goods and/or services covered by this RFP on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases, shall not be accepted.

Proposals should be mailed or hand-delivered in a sealed envelope marked “**RFP# 7653812**” to:

RI Dept. of Administration
Division of Purchases, 2nd floor
One Capitol Hill
Providence, RI 02908-5855

NOTE: Proposals received after the above-referenced due date and time shall not be accepted. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time shall be determined to be late and shall not be accepted. Proposals faxed, or emailed, to the Division of Purchases shall not be accepted. The official time clock is in the reception area of the Division of Purchases.

SECTION 9: CONCLUDING STATEMENTS

Notwithstanding the above, the Division of Purchases reserves the right to award on the basis of cost alone, to accept or reject any or all proposals, and to award in the State’s best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

If a Vendor is selected for an award, no work is to commence until a purchase order is issued by the Division of Purchases.

The State’s General Conditions of Purchase shall be the contractual terms and conditions between the parties upon issuance of a Purchase Order by the Division of Purchases. The State’s General Conditions of Purchase can be found at <https://rules.sos.ri.gov/regulations/part/220-30-00-13> and addenda can be found at <https://ridop.ri.gov/rules-regulations/>.

APPENDIX A. PROPOSER ISBE RESPONSIBILITIES AND MBE, WBE, AND/OR DISABILITY BUSINESS ENTERPRISE PARTICIPATION FORM

A. Proposer's ISBE Responsibilities (from 150-RICR-90-10-1.7.E)

1. Proposal of ISBE Participation Rate. Unless otherwise indicated in the RFP, a Proposer must submit its proposed ISBE Participation Rate in a sealed envelope or via sealed electronic submission at the time it submits its proposed total contract price. The Proposer shall be responsible for completing and submitting all standard forms adopted pursuant to 105-RICR-90-10-1.9 and submitting all substantiating documentation as reasonably requested by either the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to the names and contact information of all proposed subcontractors and the dollar amounts that correspond with each proposed subcontract.
2. Failure to Submit ISBE Participation Rate. Any Proposer that fails to submit a proposed ISBE Participation Rate or any requested substantiating documentation in a timely manner shall receive zero (0) ISBE participation points.
3. Execution of Proposed ISBE Participation Rate. Proposers shall be evaluated and scored based on the amounts and rates submitted in their proposals. If awarded the contract, Proposers shall be required to achieve their proposed ISBE Participation Rates. During the life of the contract, the Proposer shall be responsible for submitting all substantiating documentation as reasonably requested by the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to copies of purchase orders, subcontracts, and cancelled checks.
4. Change Orders. If during the life of the contract, a change order is issued by the Division, the Proposer shall notify the ODEO of the change as soon as reasonably possible. Proposers are required to achieve their proposed ISBE Participation Rates on any change order amounts.
5. Notice of Change to Proposed ISBE Participation Rate. If during the life of the contract, the Proposer becomes aware that it will be unable to achieve its proposed ISBE Participation Rate, it must notify the Division and ODEO as soon as reasonably possible. The Division, in consultation with ODEO and Governor's Commission on Disabilities, and the Proposer may agree to a modified ISBE Participation Rate provided that the change in circumstances was beyond the control of the Proposer or the direct result of an unanticipated reduction in the overall total project cost.

B. MBE, WBE, AND/OR Disability Business Enterprise Participation Plan Form:

Attached is the MBE, WBE, and/or Disability Business Enterprise Participation Plan form. Vendors are required to complete, sign and submit with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.



**STATE OF RHODE ISLAND
DEPARTMENT OF ADMINISTRATION
ONE CAPITOL HILL
PROVIDENCE, RHODE ISLAND 02908**

MBE, WBE, and/or DISABILITY BUSINESS ENTERPRISE PARTICIPATION PLAN

Vendor's Name:

Vendor's Address:

Point of Contact:

Telephone:

Email:

Solicitation No.:

Project Name:

This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE and/or Disability Business Enterprise subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity MBE Compliance Office and all Disability Business Enterprises must be certified by the Governor's Commission on Disabilities at time of bid, and that MBE/WBE and Disability Business Enterprise subcontractors must self-perform 100% of the work or subcontract to another RI certified MBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE certified as a manufacturer. This form must be completed in its entirety and submitted at time of bid. **Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.**

Name of Subcontractor/Supplier:

Type of RI Certification: MBE WBE Disability Business Enterprise

Address:

Point of Contact:

Telephone:

Email:

Detailed Description of Work To Be Performed by Subcontractor or Materials to be Supplied by Supplier:

Total Contract Value (\$):

Subcontract Value (\$):

ISBE Participation Rate (%):

Anticipated Date of Performance:

I certify under penalty of perjury that the forgoing statements are true and correct.

Prime Contractor/Vendor Signature

Title

Date

Subcontractor/Supplier Signature

Title

Date

Contract Terms and Conditions

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Terms and Conditions

BID STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS BID

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

PURCHASE AGREEMENT BID

BIDDING (a) A single price shall be quoted for each item against which a proposal is submitted. This price will be the maximum in effect during the agreement period. Any price decline at the manufacturer's level shall be reflected in a reduction of the agreement price to the State. (b) Quantities, if any, are estimated only. The agreement shall cover the actual quantities ordering during the period. Deliveries will be billed at the single, firm, awarded unit price quoted regardless of the quantities ordered. (c) Bid price is net F.O.B. destination and shall include inside delivery at no extra cost. (d) Bids for single items and/or a small percentage of total items listed, may, at the State's sole option, be rejected as being non-responsive to the intent of this request. ORDERING (a) The User Agency(s) will submit individual orders for the various items and various quantities as may be required during the agreement period. (b) Exception - Regardless of any agreement resulting from this bid, the State reserves the right to solicit prices separately for any extra large requirements for delivery to specific destinations.

Mailing Address for Bid Proposals issued by the State of Rhode Island, Division of Purchases:

All Bid Proposals must be submitted to the following address:

State of Rhode Island
Department of Administration
Division of Purchases, 2nd Floor
One Capitol Hill
Providence, RI 02908

RIVIP INFO - BID SUBMISSION REQUIREMENTS

It is the vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form should be attached to the front of the offer. Each bid proposal must be submitted in a separate sealed envelope with the bidder's name and address and the specific "Solicitation Number," "Solicitation Title," and the "Bid Proposal Submission Deadline" marked in the upper left-hand corner of the envelope.

The bid proposal must be delivered (via mail, messenger service, or personal delivery) to the Division of Purchases and date-stamped/received by the date and time specified for the bid proposal submission deadline. Bidders should mail bid proposals sufficiently in advance of the bid proposal submission deadline to ensure timely delivery to the Division of Purchases or, when delivering a bid proposal in person or by messenger, should allow additional time for parking and clearance through security checkpoints. Bid proposals must be addressed to:

Rhode Island Department of Administration
Division of Purchases, 2nd Floor
One Capitol Hill, Providence, RI 02908-5855

Bid proposals that are not received by the Division of Purchases by the bid proposal submission deadline for whatever reason will be deemed late and will not be considered. The submission time will be determined by the time clock in the Division of Purchases. Postmarks will not be considered proof of timely submission.

Bid proposals in electronic format are not accepted at this time.

At the bid proposal submission deadline, bid proposals will be opened and read aloud in public.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

PAYMENT AFTER FULL VENDOR PERFORMANCE

PAYMENT SHALL NOT BE MADE UNTIL DELIVERY HAS BEEN MADE, OR SERVICES PERFORMED, IN FULL, AND ACCEPTED, UNLESS EXPRESSLY PROVIDED FOR HEREIN UPON THE RENDERING OF A PROPERLY SUBMITTED INVOICE.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 574-8134
Fax: (401) 874-8387
Web Site: www.ridop.ri.gov

BUSINESS ASSOCIATE AGREEMENT

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

1. Definitions.

A. Generally:

- (1) Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in 45 C.F.R. §§ 160.103, 164.103, 164.304, 164.402, and 164.501.
- (2) The following terms used in this BAA shall have the same meaning as those terms in HIPAA, HITECH, and the Omnibus Rule: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific:

- (1) "BAA" means this Business Associate Agreement.
- (2) "Contract" means the contractual arrangement by and between the State of Rhode Island, INSERT AGENCY NAME and Business Associate, awarded pursuant to the State of Rhode Island's Purchasing Law (R.I. Gen. Laws § 37-2) and the Rhode Island Department of Administration Division of Purchases Procurement Regulations and General Conditions of Purchase.
- (3) "Business Associate" generally has the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this BAA, shall mean [Insert Name of Business Associate].
- (4) "Covered Entity" generally has the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this BAA, shall mean [Insert Name of Covered Entity].
- (5) "Electronic Protected Health Information" or "Electronic PHI" or "e-PHI" means PHI that is transmitted by or maintained in electronic media as defined in the Omnibus Rule.
- (6) "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended from time to time.
- (7) "Omnibus Rule" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the privacy and security of Protected Health Information and Electronic Protected Health Information including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.
- (8) "HITECH" means the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-5, as amended from time to time.
- (9) "Privacy Rule" means the standards for the privacy and confidentiality of Protected Health Information ("PHI") found at 45 C.F.R. Part 160, and Subparts A and E of 45 C.F.R. Part 164.
- (10) "Secured PHI" means PHI that was rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technologies or methodologies specified under HITECH § 13402 (h)(2).
- (11) "Security Incident" means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify,

access, or destroy any information.

- (12) "Security Rule" means the standards for the security of Electronic Protected Health Information found at 45 C.F.R. Part 160, and Subparts A and C of 45 C.F.R. Part 164. The provisions of 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314 and 164.316 shall apply to Business Associate of Covered Entity in the same manner that such sections apply to the Covered Entity.
- (13) "Suspected breach" is a suspected acquisition, access, use or disclosure of PHI in violation of the HIPAA Omnibus Rule that compromises the security or privacy of PHI.
- (14) "Unsecured PHI" means PHI that is not Secured PHI, as defined above, through the use of a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services.

2. Obligations and Activities of Business Associate.

- A. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this BAA or as Required by Law, provided such use or disclosure would also be permissible by law if done by Covered Entity.
- B. Business Associate agrees to use appropriate safeguards (including encryption as specified in the Security Rule) and destruction, to prevent use or disclosure of PHI other than as provided for by this BAA.
- C. As required by the Security Rule, Business Associate agrees to conduct a risk assessment and implement Administrative Safeguards, Physical Safeguards and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- D. Business Associate agrees to use reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purposes of the use, disclosure, or request.
- E. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.
- F. Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this BAA, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware, within five (5) days of the incident's occurrence or Business Associate's discovery thereof.
- G. Business Associate agrees to ensure that any agent, including a subcontractor or vendor, to whom it provides PHI received from, or created or received by Business Associate on

behalf of Covered Entity agrees to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such information through a contractual arrangement that complies with 45 C.F.R. § 164.314.

- H. Business Associate agrees to provide paper or electronic access, at the request of Covered Entity and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. If the Individual requests an electronic copy of the information, Business Associate must provide Covered Entity with the information requested in the electronic form and format requested by the Individual and/or Covered Entity if it is readily producible in such form and format; or, if not, in a readable electronic form and format as requested by Covered Entity.
- I. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity. If Business Associate receives a request for amendment to PHI directly from an Individual, Business Associate shall promptly notify Covered Entity upon receipt of such request.
- J. Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for the purposes of the Secretary determining compliance with the Omnibus Rule.
- K. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- L. Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- M. If Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured PHI (as defined in 45 C.F.R. § 164.402) for Covered Entity, it shall, following the discovery of a Breach of such information, notify Covered Entity of such Breach within a period of five (5) days after discovery of the breach. Such notice shall include: a) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired or disclosed during such Breach; b) a brief description of what happened, including the date of the Breach and discovery of the Breach; c) a description of the type of Unsecured PHI that was involved in the Breach; d) a description of the investigation into the Breach, and the steps taken by Business Associate to mitigate harm

to the affected Individuals and protect against further Breaches; e) the results of any and all investigation performed by Business Associate related to the Breach; and f) contact information of the most knowledgeable individual for Covered Entity to contact relating to the Breach and Business Associate's investigation of the Breach.

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

3. Permitted Uses and Disclosures by Business Associate.

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

4. Obligations of Covered Entity

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

5. Permissible Requests by Covered Entity

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

6. Term and Termination.

- A. The term of this Agreement shall begin as of the effective date of the Contract and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Section.
- B. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this BAA and the Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.
 - ii. Immediately terminate this BAA and the Contract if Business Associate has breached a material term of this BAA and cure is not possible.
- C. Except as provided in paragraph (d) of this Section, upon any termination or expiration of this BAA, Business Associate shall return to Covered Entity, or destroy, all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall ensure that its subcontractors or vendors return or destroy any of Covered Entity's PHI received from Business Associate.

In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's written agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

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

7. Miscellaneous.

- A. Any costs associated with Breach notifications, including mitigation costs, shall be the responsibility of Business Associate.
- B. If a term in the Contract conflicts or is otherwise inconsistent with a term in this BAA, the provisions of this BAA will prevail with respect to the subject matter hereof. This BAA and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the Omnibus Rule and HITECH.
- C. A reference in this BAA to a section in the Omnibus Rule, Privacy Rule or Security Rule means the section as in effect or as amended.
- D. The parties to this BAA agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the Omnibus Rule and HITECH. If Covered Entity and Business Associate have nevertheless not amended this BAA to address a law or final regulation that becomes effective after the effective date of the Contract and that is applicable to this BAA, then upon the effective date of such law or regulation (or any portion thereof), this BAA shall be amended automatically and deemed to incorporate such new or revised provisions as are necessary for this BAA to be consistent with such law or regulation and for Covered Entity and Business Associate to be and remain in compliance with all applicable laws and regulations.
- E. Any ambiguity in this BAA shall be resolved to permit Covered Entity to comply with HIPAA and HITECH.
- F. Business Associate confirms that it is an independent contractor and is not acting as an agent of Covered Entity. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and its obligations under this BAA.
- G. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer upon any person/entity other than Covered Entity, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.
- H. Modification of the terms of this BAA shall not be effective or binding upon the parties unless and until such modification is committed to writing and executed by the parties hereto.
- I. This BAA shall be binding upon the parties hereto, and their respective subsidiaries, legal representatives, trustees, receivers, successors and permitted assigns; provided, however, that Business Associate may not assign its rights or delegate its responsibilities under this BAA.

- J. Should any provision of this BAA be found unenforceable, it shall be deemed severable and the balance of the BAA shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.
- K. This BAA and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the State of Rhode Island, including all matters of construction, validity and performance.
- L. All notices and communications required or permitted to be given hereunder shall be sent by certified or regular mail, addressed to the other party at its respective address as shown on the signature page, or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.
- M. This BAA, including such portions as are incorporated by reference herein, constitutes the entire agreement by, between and among the parties as required by 45 C.F.R. § 164.504(e), and such parties acknowledge by their signature hereto that they do not rely upon any representations or undertakings by any person or party, past or future, not expressly set forth in writing herein, and that this BAA supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter hereof.
- N. Business Associate shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Business Associate and its employees, agents, representatives or subcontractors against any and all claims or claims for damages arising under this BAA and such insurance coverage shall apply to all services provided by Business Associate or its agents or subcontractors pursuant to this BAA. Business Associate shall indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs and other expenses (including but not limited to, reasonable attorneys' fees and costs, administrative penalties and fines, costs expended to notify Individuals and/or to prevent or remedy possible identity theft, financial harm, reputational harm, or any other claims of harm related to a breach) incurred as a result of, or arising directly or indirectly out of or in connection with any acts or omissions of Business Associate, its employees, agents, representatives or subcontractors, under this BAA, including, but not limited to, negligent or intentional acts or omissions. This provision shall survive termination of this BAA.
- O. This BAA may be executed in two or more counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument.
- P. From time to time after the effective date of the Contract, and without any consideration, Covered Entity and Business Associate will execute and deliver, or arrange for execution and delivery of, such other documents and take such other action or arrange for such other actions as may reasonably be requested to more fully effectuate the intent of this BAA.

8. Acknowledgment.

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

Acknowledged and agreed to by:

DIRECTOR
INSERT AGENCY NAME

AUTHORIZED AGENT

TITLE

PRINTED NAME

PRINTED NAME

DATE

DATE

AGREEMENT
Between the
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF HEALTH
and
AGENCY NAME

Name of Contractor:	Agency Name
Address:	Street City, State, Zip
Telephone:	xxx-xxx-xxxx
FEIN #:	FEIN
Project Officer:	Name, Title
Contract Officer (RIDOH):	Name, Title Division
Title of Agreement:	Title of Agreement
Basis for Contract:	Delegated Authority Criteria #, Single or Sole Source, or RFP
Contract Award:	\$ _____
Performance Period:	Contract Period

Sub-Award Agreement: Federal Funding Information

Initial Award
 Amendment
 Sub-award is funded with a single federal award
 Sub-award is funded with more than one federal award.

Section I. State Awarding Agency Information	
1. State Awarding Agency: Rhode Island Department of Health	2. State Agency Contact Name:
3. State Agency Contact Phone:	4. State Agency Contact E-Mail:
Section II. Sub-Award Identifying Information	
5. Sub-Recipient Name:	6. Sub-Recipient DUNS Number:
7. Sub-Award Start Date:	8. Sub-Award End Date:
9. Amount Obligated this Action:	10. Total Amount Obligated To-Date:
11. Sub-Award Project Description:	
Section III. Sub-Award Funding Information – Federal Award(s)	
Federal Award 1	
12. Federal Award Identification Number:	13. Name of Federal Awarding Agency:
14. Federal Award Date:	15. Total Amount of the Federal Award:
16. CFDA Number and Name: <div style="text-align: center;"><input type="checkbox"/></div>	
17. Amount Obligated this Action:	18. Total Amount Obligated To-Date:
19. State Agency Approved Indirect Rate:	20. Sub-Recipient Approved Indirect Rate:
21. Research & Development (R&D) (Yes/No):	
22. Federal Award Project Description:	
Federal Award 2	
12. Federal Award Identification Number:	13. Name of Federal Awarding Agency:
14. Federal Award Date:	15. Total Amount of the Federal Award:
16. CFDA Number and Name:	
17. Amount Obligated this Action:	18. Amount Obligated To-Date:
19. State Agency Approved Indirect Rate:	20. Sub-Recipient Approved Indirect Rate:
21. Research & Development (R&D) (Yes/No):	
22. Federal Award Project Description:	

AGREEMENT

This agreement, hereinafter “Agreement”, including attached ADDENDA, is hereby entered into this ___ day of _____, 20___, by and between the State of Rhode Island acting by and through the **Department of Health** (hereinafter referred to as “RIDOH”), and _____ (hereinafter referred to as “the Contractor”).

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

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

PAR. 1. GOVERNING LAW AND GENERAL TERMS AND CONDITIONS

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

PAR. 2. PERFORMANCE

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

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

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

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

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

PAR. 3. TIME OF PERFORMANCE

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

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

PAR. 4. PROJECT OFFICER – RIDOH

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

PAR. 5. PROJECT OFFICER – CONTRACTOR

The Contractor shall appoint a Project Officer to be responsible for coordinating and reporting work performed by the Contractor agency under

this Agreement. The Project Officer shall notify RIDOH in writing immediately, and seek approval from RIDOH, should a change to this Agreement be necessary in the opinion of the Project Officer. Under no circumstances will a change be undertaken without the prior written approval of RIDOH.

PAR. 6. BUDGET

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

PAR. 7. METHOD OF PAYMENT AND REPORTS

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

PAR. 8. TERMINATION AND/OR DEFAULT OF AGREEMENT

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

- a) Mutual Agreement
The contracting parties mutually agree in writing to termination.
- b) Default by Contractor
RIDOH may, by not less than thirty (30) days prior written notice to the Contractor, terminate the Contractor's right to proceed as to the Agreement if the Contractor:
 1. Materially fails to perform the services within the time specified or any extension thereof; or
 2. So fails to make progress as to materially endanger performance of the Agreement in accordance with its terms; or
 3. Materially breaches any provision of this Agreement.Termination, at the option of RIDOH shall be effective not less than thirty (30) days after receipt of such notice, unless the Contractor shall have corrected such failure(s) thirty (30) days after the receipt by the Contractor of such written notice; any failure which, in the exercise of due diligence, cannot be cured within such thirty (30) day period shall not be deemed a default so long as the Contractor shall within such period commence and thereafter continue diligently to cure such failure.
- c) Termination in the Interest of RIDOH
RIDOH may terminate this agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, not less than thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of RIDOH, become its property. If the agreement is terminated by RIDOH as provided herein, the Contractor will be paid an amount which bears the same rate to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payment of compensation previously made.
- d) Availability of Funds
It is understood and agreed by the parties hereto that all obligations of RIDOH, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State and Federal funds, and in no event shall RIDOH be liable for any payments hereunder in excess of such available and appropriated funds. In the event that the amount of any available or appropriated funds provided by the State or Federal sources for the purchase of services hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified amount of services to be purchased hereunder for any reason whatsoever, RIDOH shall notify the Contractor of such reduction of funds available and RIDOH shall be entitled to reduce its commitment hereunder as it deems necessary, but shall be obligated for payments due to the Contractor up to the time of such notice. None of the provisions of this paragraph shall entitle RIDOH to compensation for anticipated profits for unperformed work.

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

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

1. Stop work under this contract on the date and to the extent specified in the notice of termination.
2. Take such action as may be necessary, or as RIDOH's project manager may reasonably direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which RIDOH 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 RIDOH in the manner and to the extent directed by RIDOH's project officer all of the rights, title, and interest of the Contractor under the orders so terminated, in which case RIDOH 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 RIDOH.
5. With the approval or ratification of RIDOH's project manager, initiate settlement of all outstanding liabilities and all claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this contract. Prior to a final settlement of said outstanding liabilities and claims arising out of such termination, final written approval of RIDOH's project manager must be obtained. Final approval by RIDOH shall not be unreasonably withheld.
6. Subject to the provisions of this paragraph, transfer title, or if the Contractor does not have title, then transfer their rights to RIDOH (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 RIDOH's project manager all files, processing systems, data manuals, or other documentation, in any form, that relate to all the work completed or in progress prior to the notice of termination.

7. Complete the performance of such part of the work as shall not have been terminated by the notice of termination. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.
8. Unless terminated by RIDOH for default of the Contractor, the Contractor shall be entitled to reasonable account shut down expenses associated with such termination including the penalties associated with early termination of lease, software, hardware, and any other unamortized or incremental expenses accrued but not charged, excluding anticipated profits which shall not be reimbursed. The Contractor shall submit all identified shut down expenses associated with such termination incurred before and prior to the termination date. Any damages to RIDOH shall offset any shutdown expenses to RIDOH.
9. The Contractor acknowledges and agrees the services and/or deliverables provided under this Agreement are very important to RIDOH and that upon expiration or termination of the Agreement, must be continued without interruption whether by the State, RIDOH, governmental agency or another private entity ("successor entity"). Prior to the end of the Termination and up to sixty (60) days thereafter, the Contractor agrees to make an orderly transition of contract and/or deliverables hereunder and to perform any and all tasks in good faith that are necessary to preserve the integrity of the work performed by the Contractor on behalf of RIDOH. Upon termination or expiration of the Agreement, the Contractor, shall, if requested by RIDOH 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, RIDOH shall pay the Contractor at mutually agreed rates for personnel used in providing such training and/or services unless services delivered are already defined herein and rates established then such rates shall apply for such period. Should any missing data, materials, documents, etc., be discovered after expiration or termination, a grace period of one hundred and twenty (120) days shall be in effect during which the data, materials, documents, etc., is to be provided at a predetermined cost or at no additional cost if the Contractor caused the loss. Lost data shall be provided to RIDOH in form acceptable to RIDOH.

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

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

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

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

The Contractor's liability to RIDOH for any damages arising out of or related to this Agreement, regardless of the form of action that imposes liability, whether in contract, equity, negligence, intended conduct, tort or otherwise, will be limited to and will not exceed, in the aggregate for all claims, actions and causes of action of every kind and nature, the total fees paid by RIDOH to the Contractor under this Agreement. The exception to this limitation of liability is with regard to any direct damages incurred by RIDOH due to the intentional tortious actions of the Contractor in the performance or nonperformance of its obligations under this Agreement. Also, there should be no limitation of the Contractor's liability for disclosure of confidential information or intellectual property infringement. Neither party shall be liable for any amounts for loss of income, profit or savings or incidental, consequential, indirect, exemplary, punitive, or special damages of any party, including third parties arising out of or related to this Agreement; provided, however, that the foregoing shall not be deemed to limit in any way the provisions of **ADDENDUM XIII - LIQUIDATED DAMAGES** of this Agreement.

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

RIDOH may, by written notice of default to the Contractor, provide that the Contractor may cure a failure or breach of this contract within a period of thirty (30) days (or such longer period as RIDOH's agreement administrator or project manager may authorize in writing), said period to commence upon receipt of the notice of default specifying such failure or breach. RIDOH's exercise of this provision allowing the Contractor time to cure a failure or breach of this Agreement does not constitute a waiver of RIDOH's right to terminate this Agreement, without providing a cure period, for any other failure or breach of this Agreement. In the event the Contractor has failed to perform any substantial obligation under this Agreement, or has otherwise committed a breach of this Agreement, RIDOH may withhold all monies due and payable to the Contractor directly related to the breach, without penalty, until such failure is cured or otherwise adjudicated.

Assurances before breach

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

revised plan must be resubmitted.

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

RIDOH’s options at termination

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

- a) Retain all or a portion of such hardware, equipment, software, and documentation as has been provided, obtaining clear title or rights to the same, and procure upon such terms and in such manner as RIDOH’s project manager may deem appropriate, hardware, equipment, software, documentation, or services as are necessary to complete the project; or
- b) Notwithstanding the above, except as otherwise agreed, nothing herein shall limit the right of RIDOH to pursue any other legal remedies against the Contractor.

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

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

PAR. 10. MODIFICATION OF AGREEMENT

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

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

PAR. 11. SUBCONTRACTS

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

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

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

PAR. 12. CONTRACTOR’S LIABILITY/INDEMNIFICATION

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

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

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

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

PAR. 13. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

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

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

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

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

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

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

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

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

PAR. 14. ASSIGNABILITY

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

PAR. 15. COPYRIGHTS

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

The Contractor agrees that no findings, listing, or information derived from information obtained through performance, as described in the Scope of Work in Addendum I with or without identifiers, may be released or publicly disclosed in any form for any purpose if such findings, listing, or

information contain any combination of data elements that might allow an individual to determine a beneficiary's identification without first obtaining written authorization from RIDOH's project officer. Examples of such data elements include, but are not limited to geographic indicators, age, sex, diagnosis, procedure, date of birth, or admission/discharge date(s). The Contractor agrees further that RIDOH shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from RIDOH'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 RIDOH. For further requirements regarding confidentiality of information please refer to Paragraph 26 of this Agreement.

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

1. RIDOH will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time;
2. The Contractor will have sole control of the defense of any action on all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Rights by any product or service provided hereunder; and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future state operations or liability, or when involvement of the state is otherwise mandated by law, the state may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the state will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
3. The State will reasonably cooperate in the defense and in any related settlement negotiations.

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

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

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

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

The Contractor agrees that no findings, listing, or information derived from information obtained through performance, as described in **ADDENDUM I - SCOPE OF WORK**, with or without identifiers, may be released or publicly disclosed in any form for any purpose if such findings, listing, or information contain any combination of data elements that might allow an individual to determine a beneficiary's identification without first obtaining written authorization from RIDOH's project officer. Examples of such data elements include, but are not limited to geographic indicators, age, sex, diagnosis, procedure, date of birth, or admission/discharge date(s). The Contractor agrees further that RIDOH shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from RIDOH'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 RIDOH.

PAR. 16. PARTNERSHIP

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

PAR. 17. INTEREST OF CONTRACTOR

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

PAR. 18. FEDERAL FUNDING PROVISIONS

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

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

PAR. 19. FUNDING DENIED

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

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

PAR. 20. ACCESSIBILITY AND RETENTION OF RECORDS

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

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

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

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

PAR. 21. CAPITAL ASSETS

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

PAR. 22. COMPETITIVE BIDS

With the exception of services or products obtained for use in a leveraged environment, the Contractor agrees competitive bidding will be utilized for all purchases in direct and exclusive support of RIDOH which are made under this Agreement in excess of five thousand dollars (\$5,000) or an aggregate of five thousand dollars (\$5,000) for any like items during the time of performance of this Agreement. Evidence of competitive bids must be retained in accordance with **PAR. 20 - ACCESSIBILITY AND RETENTION OF RECORDS**.

PAR. 23. SECURITY AND CONFIDENTIALITY

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

The Contractor expressly agrees and acknowledges that said confidential information provided to and/or transferred to provider by RIDOH or to which the Contractor has access to for the performance of this Agreement is the sole property of RIDOH 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 RIDOH. Further, the Contractor expressly agrees to forthwith return to RIDOH any and all said data and/or information and/or confidential information and/or database upon RIDOH's written request and/or cancellation and/or termination of this Agreement.

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

The Contractor agrees to abide by all applicable, current and as amended Federal and State laws and regulations governing the confidentiality of information, including to but not limited to the Business Associate requirements of HIPAA (WWW.HHS.GOV/OCR/HIPAA), to which it may have access pursuant to the terms of this Agreement. In addition, the Contractor agrees to comply with RIDOH confidentiality policy recognizing a person's basic right to privacy and confidentiality of personal information. ("confidential records" are the records as defined in section 38-2-3-(d) (1)-(19) of the Rhode Island General Laws, entitled "access to public records" and described in "access to Department of Health records.")

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

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

Sensitive Information (SI) is information that is considered sensitive if the loss of confidentiality, integrity, or availability could be expected to have a serious, severe or catastrophic adverse effect on organizational operations, organizational assets, or individuals. Further, the loss of sensitive information confidentiality, integrity, or availability might: (i) cause a significant or severe degradation in mission capability to an extent and duration that the organization is unable to perform its primary functions; (ii) result in significant or major damage to organizational assets; (iii) result in significant or major financial loss; or (iv) result in significant, severe or catastrophic

harm to individuals that may involve loss of life or serious life threatening injuries. (Defined in HHS Memorandum ISP-2007-005, "Departmental Standard for the Definition of Sensitive Information" as amended).

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

The Contractor shall notify the Covered Entity within one (1) hour by telephone call plus e-mail, web form or fax upon the discovery of any breach of security of PHI, PII or SI or suspected breach of security of PHI, PII or SI (where the use or disclosure is not provided for and permitted by this Agreement) of which it becomes aware. The Contractor shall, within twenty-four (24) hours, notify RIDOH's designated security officer of any suspected breach of unauthorized electronic access, disclosure or breach of confidential information or any successful breach of unauthorized electronic access, disclosure or breach of confidential information. A breach is defined pursuant to HIPAA guidelines as well as those found in the "Health Information Technology for Economic and Clinical Health Act" (HITECH). A breach or suspected breach may be an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PHI in violation of HIPAA privacy rules that compromise PHI security or privacy. Additionally, a breach or suspected breach may be an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PII or SI. The notice of a breach or suspected breach shall contain information available to the Contractor at the time of the notification to aid RIDOH in examining the matter. More complete and detailed information shall be provided to RIDOH as it becomes available to the Contractor.

Upon notice of a suspected security incident, RIDOH and Contractor will meet to jointly develop an incident investigation and remediation plan. Depending on the nature and severity of the confirmed breach, the plan may include the use of an independent third-party security firm to perform an objective security audit in accordance with recognized cyber security industry commercially reasonable practices. The parties will consider the scope, severity and impact of the security incident to determine the scope and duration of the third party audit. If the parties cannot agree on either the need for or the scope of such audit, then the matter shall be escalated to senior officials of each organization for resolution. The Contractor will pay the costs of all such audits. Depending on the nature and scope of the security incident, remedies may include, among other things, information to individuals on obtaining credit reports and notification to applicable credit card companies, notification to the local office of the Secret Service, and or affected users and other applicable parties, utilization of a call center and the offering of credit monitoring services on a selected basis.

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

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

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

PAR. 24. AUDIT

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

In the case wherein the amount identified in **PAR. 6 - BUDGET** is at least seven hundred and fifty thousand federal dollars (\$750,000) in any fiscal year, at no additional cost for RIDOH, the audit must be performed in accordance with 2 CFR § 200.500 *et seq.*, or with "Government Auditing Standards" as published by the Comptroller General of the United States. The audit must address areas of compliance and internal controls as outlined in 2 CFR § 200.500 *et seq.* If a management letter is also issued as part of the audit, the management letter must be submitted as well (45 CFR § 75.500 *et seq.*). All financial statements and audits must be submitted in a format that is acceptable to RIDOH. In the case wherein the Contractor expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 45 CFR § 75.500 *et seq.* at no additional cost for RIDOH, the audit must be performed in accordance with 45 CFR § 75.500 *et seq.*, or with "Government Auditing Standards" as published by the Comptroller General of the United States. The audit must address areas of compliance and internal controls as outlined in 45 CFR § 75.500 *et seq.* If a management letter is also issued as part of the audit, the management letter must be submitted as well. All financial statements and audits must be submitted in a format that is acceptable to RIDOH.

Moreover, if the Contractor has Agreements and/or Federal Awards which **in aggregate** are at least seven hundred and fifty thousand federal dollars (\$750,000) in any fiscal year, including the amount identified in **PAR. 6 – BUDGET**, the audit must be performed in accordance with federal requirements as outlined above (45 CFR § 75.500 *et seq.*).

Should the Contractor expend less than seven hundred and fifty thousand federal dollars (\$750,000) in a fiscal year and be, therefore, exempt from having to perform an audit in accordance with 45 CFR § 75.500 *et seq.*, the Contractor may not charge the cost of such an audit to a federal award.

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

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

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

PAR. 25. SEVERABILITY

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

PAR. 26. ON-SITE INSPECTION

The Contractor agrees to permit on-site monitoring, evaluation and inspection of all activities related to the Agreement by officials of RIDOH, its designee, and where appropriate, the Federal government. On-site inspections and monitoring shall be in accordance with 2 CFR § 200.328. All reports pertaining to 2 CFR § 200.331, shall be maintained by the Contractor. The Contractor must retain any documents pertaining to changes requested from RIDOH or the Federal Government in accordance with 2 CFR § 200.333.

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

PAR. 27. DRUG-FREE WORKPLACE POLICY

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

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

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

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

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

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

PAR. 30. CHIEF PURCHASING OFFICER

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

PAR. 31. OWNERSHIP

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

PROPRIETARY SOFTWARE. Each party will retain all rights in any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the date of this Agreement, or acquired or developed after the date of

this Agreement without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor.

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

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

PAR. 32. FORCE MAJEURE

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

PAR. 33. RESERVED

PAR. 34. DISPUTES

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

If RIDOH’s Project Officer and the Contractor’s Project Officer are unable to resolve the dispute, either party may request that the dispute be escalated for resolution to the Secretary of the RI Department of Health or his or her designee, the Contractor’s President or his or her designee and a mutually agreed upon third party shall attempt to resolve the issue.

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

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

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

PAR. 35. GOVERNING LAW

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

PAR. 36. WAIVER AND ESTOPPEL

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

PAR. 37. INSURANCE

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

PAR. 38. WORK REVIEWS

The Contractor agrees that all work performed under this Agreement may be reviewed by the Rhode Island Department of Health, Department of Administration, and/or by any third party designated by the RI Department of Health.

PAR. 39. BUSINESS CONTINUITY PLAN

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

PAR. 40. NOTICES

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

PAR. 41. COUNTERPARTS

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

PAR. 42. AMENDMENTS

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

PAR. 43. SURVIVAL

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

PAR. 44. ADDITIONAL APPROVALS

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

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

Rhode Island Department of Health

Name of Agency

Nicole Alexander-Scott, MD, MPH
Director of Health

Authorized Agents Name
Title

Date

Date

ADDENDA

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

<u>ADDENDUM I</u>	Scope of Work
<u>ADDENDUM II</u>	Budget
<u>ADDENDUM III</u>	Payments Schedule
<u>ADDENDUM IV</u>	Fiscal Assurances
<u>ADDENDUM V</u>	Notice to Rhode Island Department of Health's Service Providers of Their Responsibilities Under Title VI of The Civil Rights Act of 1964
<u>ADDENDUM VI</u>	Notice to Rhode Island Department of Health's Service Providers of Their Responsibilities Under Section 504 of the Rehabilitation Act of 1973
<u>ADDENDUM VII</u>	Drug-Free Workplace Policy
<u>ADDENDUM VIII</u>	Drug Free Workplace Policy Contractor Certificate of Compliance
<u>ADDENDUM IX</u>	Subcontractor Compliance
<u>ADDENDUM X</u>	Certification Regarding Environmental Tobacco Smoke
<u>ADDENDUM XI</u>	Instructions for Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions
<u>ADDENDUM XII</u>	Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions
<u>ADDENDUM XIII</u>	Liquidated Damages
<u>ADDENDUM XIV</u>	Equal Employment Opportunity
<u>ADDENDUM XV</u>	Byrd Anti-Lobbying Amendment
<u>ADDENDUM XVI</u>	Bid Proposal
<u>ADDENDUM XVII</u>	Core Staff Positions
<u>ADDENDUM XVIII</u>	Federal Sub-Award Reporting FFATA
<u>ADDENDUM XIX</u>	Business Associate Agreement

ADDENDUM I

SCOPE OF WORK

Vendor

Title of Agreement

Contract Dates

Monitoring and Reporting Program Performance Requirements

- **Monthly Reporting**
 - All monthly reports must be submitted to RIDOH Contract Officer by the 10th of the month following the reporting period through RIDOH identified reporting systems and forms. All forms associated with reporting information in the system will be provided by RIDOH.

- **Evaluation of _____**
 - Funded agencies will be expected to comply with reporting and evaluation activities associated with this mandate including the following:
 - ✦ The Agency Project Staff will attend trainings associated with the evaluation of their project.
 - ✦ The Agency Project Staff will submit data reports on project participants using a reporting system specified by RIDOH.
 - ✦ The Agency Project Staff will cooperate with RIDOH on evaluation activities.
 - ✦ RIDOH will provide technical assistance and support to Agency Project Staff on the evaluation of the project as needed.

- **Project Written Report**
 - A semi-annual and year-end written project report must be submitted to RIDOH for each year the project is funded. The report format will be determined by RIDOH.

Cultural and Linguistically Appropriate Services (CLAS) in Health in Health Care

Health Equity

When all people have "the opportunity to 'attain their full health potential' and no one is 'disadvantaged from achieving this potential because of their social position or other socially determined circumstance'"

Cultural Competence

Culture is the blended patterns of human behavior that include "language, thoughts, communications, actions, customs, beliefs, values, and institutions of racial, ethnic, religious, or social groups." Cultural competence is "a set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals that enables effective work in cross-cultural situations." "Competence" in the term cultural competence implies that an individual or organization has the capacity to function effectively "within the context of the cultural beliefs, behaviors, and needs presented by consumers and their communities."

Limited English Proficiency

Under the authority of Title VI of the Civil Rights Act of 1964, Presidential Executive Order No. 13166 requires that recipients of federal financial assistance ensure meaningful access by persons with limited English proficiency (LEP) to their programs and activities. A 2002 report from the U.S. Department of Justice, *Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, provides guidance on uniform policies for all federal agencies to implement Executive Order No. 13166. Further, the [National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care \(CLAS\): A Blueprint for Advancing and Sustaining CLAS Policy and Practice](#) issued by the United States Department of Health and Human Services, Office of Minority Health in 2013 are intended to advance health equity, improve quality and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. The national CLAS standards provide guidance on cultural and linguistic competency with the ultimate goal of reducing racial and ethnic disparities.

Effective immediately, all vendors who contract with RIDOH must perform the following tasks and provide documentation of such tasks upon request of a RIDOH employee:

1. The supports and services provided by vendor shall demonstrate a commitment to linguistic and cultural competence that ensures access and meaningful participation for all people in the service area or target population. Such commitment includes acceptance and respect for cultural values, beliefs and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of supports and services. Vendor shall have an education, training and staff development plan for assuring culturally and linguistically appropriate service delivery.
2. Vendor shall have a comprehensive cultural competency plan that addresses the following: 1) the identification and assessment of the cultural needs of potential and active clients served, 2) sufficient policies and procedures to reflect the agency's value and practice expectations, 3) a method of service assessment and monitoring, and 4) ongoing training to assure that staff are aware of and able to effectively implement policies.
3. Vendor shall have a plan to recruit, retain and promote a diverse staff and leadership team, including Board members, representative of the demographic characteristics of the populations served.
4. Vendor shall assure equal access for people with diverse cultural backgrounds and/or limited English proficiency, as outlined by the Department of Justice, *Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*. Vendor shall provide language assistance services (i.e. interpretation and translation) and interpreters for the deaf and hard of hearing at no cost to the client.

National Standards are intended to advance health equity, improve quality, and to help eliminate health care disparities by establishing a blueprint for health and health care organizations to:

A. The Principle Standard:

1. Provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.

B. Governance, Leadership, and Workforce:

2. Advance and sustain organizational governance and leadership that promoted CLAS and Health equity through policy, practice, and allocated resources
3. Recruit, promote, and support a culturally and linguistically diverse governance, leadership, and workforce that are responsive to the population in the service area.
4. Educated and trains governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis

C. Communication and language assistance:

5. Offer Language Assistance to individuals who have limited English proficiency and/or offer communication needs, at no cost to them, to facilitate timely access to all health care services
6. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
7. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minor as interpreters should be avoided.
8. Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by populations in the service area.

D. Engagement, Continuous Improvement, and Accountability:

9. Establish cultural and linguistically appropriate goals, policies and management accountability, and infuse them throughout the organization's planning and operations.
10. Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS-related measures into assessment measurement and continuous quality improvement activities.
11. Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of CLAS on health equity and outcomes and to inform service delivery.
12. Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area.
13. Partner with the community to design, implement and evaluate policies, practices and services to ensure cultural and linguistic appropriateness.
14. Create conflict- and grievance-resolution processes that are culturally and linguistically appropriate to identify, prevent and resolve conflicts or complaints.
15. Communicate the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents and the general public.

For additional information and resources regarding CLAS standards can be accessed here:
<https://www.thinkculturalhealth.hhs.gov/content/clas.asp>

ADDENDUM II

BUDGET

Agency Name
Title of Agreement
Contract Period

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

[BUDGET BREAKDOWN BY LINE ITEM]

It is understood and agreed that the amounts indicated above for the several line items are estimates of expenditures to be incurred by the Contractor on behalf of this Agreement and to be claimed by the Contractor for reimbursement under this Agreement. It is further understood and agreed that actual variations shall not in themselves be cause for disallowance of reimbursement by RIDOH; provided, however, that the Contractor shall notify and obtain the approval of the contract officer, in writing, if expenditures to be claimed for reimbursement in any line item above shall begin to vary significantly from the estimate given above; and provided further, that unless permission of the contract officer shall have been obtained in advance, no expenditure shall be claimed by the Contractor for reimbursement by RIDOH under this Agreement if such expenditure shall have been incurred in a line item category not listed above. All transfer of funds between budget line items require prior written approval by RIDOH.

BUDGET JUSTIFICATION

Vendor
Title of Agreement
Contract Dates

ADDENDUM III
PAYMENTS SCHEDULE

Request for Reimbursement

- Before payments are processed, agency invoices will be reviewed to insure 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:
 - 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.

**ADDENDUM IV
FISCAL ASSURANCES**

1. The Contractor agrees to segregate all receipts and disbursements pertaining to this agreement from recipients and disbursements from all other sources, whether by separate accounts or by utilizing a fiscal code system.
2. The Contractor assures a system of adequate internal control will be implemented to ensure a separation of duties in all cash transactions.
3. The Contractor assures the existence of an audit trail which includes: cancelled checks, voucher authorization, invoices, receiving reports, and time distribution reports.
4. The Contractor assures a separate subsidiary ledger of equipment and property will be maintained.
5. The Contractor agrees any unexpended funds from this agreement are to be returned to RIDOH at the end of the time of performance unless RIDOH gives written consent for their retention.
6. The Contractor assures insurance coverage is in effect in the following categories: bonding, vehicles, fire and theft, and liability.
7. The following Federal requirements shall apply pursuant to Title 45 of the Code of Federal Regulations, Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS if 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 – 75.218)
 - 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 Appendices
8. If the Contractor expends Federal awards during the Contractor'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 Contractor must review applicable Federal Statutes, regulations, terms and conditions of the Federal Award.

ADDENDUM V

RHODE ISLAND DEPARTMENT OF HEALTH

NOTICE TO RHODE ISLAND DEPARTMENT OF HEALTH'S 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 RI Department of Health (RIDOH) 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. RIDOH contracts with Contractors include a Contractor's assurance that in compliance with Title VI and the implementing regulations, no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in its programs and activities on the grounds of race, color, or national origin. Additional DHHS guidance is located at 68 FR 47311-02.

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

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

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

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

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

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

It is the responsibility of each Contractor to acquaint itself with all of the provisions of the Title VI regulations. A copy of the regulations is available upon request from the community relations liaison officer, **RI Department of Health, 3 Capitol Hill Providence, RI 02908-5097, Tel: (401) 222-5960.**

THE REGULATIONS ADDRESS THE FOLLOWING TOPICS:

SECTION:

80.1	Purpose
80.2	Application of This Regulation
80.3	Discrimination Prohibited
80.4	Assurances Required
80.5	Illustrative Application
80.6	Compliance Information
80.7	Conduct of Investigations
80.8	Procedure for Effecting Compliance
80.9	Hearings
80.10	Decisions and Notices
80.11	Judicial Review
80.12	Effect on Other Regulations; Forms and Instructions
80.13	Definition

ADDENDUM VI

RHODE ISLAND DEPARTMENT OF HEALTH

NOTICE TO RHODE ISLAND DEPARTMENT OF HEALTH'S CONTRACTORS OF THEIR RESPONSIBILITIES UNDER SECTION USC 504 OF THE REHABILITATION ACT OF 1973

Public and private agencies, organizations, institutions, and persons that receive Federal financial assistance through the **RI Department of Health (RIDOH)** 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. RIDOH contracts with service providers include the provider's assurance that it will comply with Section 504 of the regulations, which prohibits discrimination against handicapped persons in providing health, welfare, or other social services or benefits.

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

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

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

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

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

It is the responsibility of each Contractor to acquaint itself with all of the provisions of the Section 504 regulations. A copy of the regulations, together with an August 14, 1978 Policy Interpretation of General Interest to Providers of Health, Welfare, or Other Social Services or Benefits, is available upon request from the Community Relations Liaison Officer, **RI Department of Health, 3 Capitol Hill Providence, RI 02908-5097 Tel: (401) 222-5960.**

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

SUBPART A - GENERAL PROVISIONS

SECTION:

- 84.1 Purpose
- 84.2 Application
- 84.3 Definitions
- 84.4 Discrimination Prohibited
- 84.5 Assurance Required
- 84.6 Remedial Action, Voluntary Action, and Self-Evaluation
- 84.7 Designation of Responsible Employee and Adoption of Grievance Procedures
- 84.8 Notice
- 84.9 Administrative Requirements for Small Recipients
- 84.10 Effect of State or Local Law or Other Requirements and Effect of Employment Opportunities

SUBPART B - EMPLOYMENT PRACTICES

SECTION:

- 84.11 Discrimination Prohibited
- 84.12 Reasonable Accommodation
- 84.13 Employment Criteria
- 84.14 Pre-employment Inquiries
- 84.15 - 84.20 (Reserved)

SUBPART C - ACCESSIBILITY

SECTION:

- 84.21 Discrimination Prohibited
- 84.22 Existing Facilities
- 84.23 New Construction
- 84.24 - 84.30 (Reserved)

SUBPART F - HEALTH, WELFARE, AND SOCIAL SERVICES

SECTION:

- 84.51 Application of This Subpart
- 84.52 Health, Welfare, and Other Social Services
- 84.53 Drug and Alcohol Addicts
- 84.54 Education and Institutionalized Persons
- 84.55 Procedures Relating To Health Care for Handicapped Infants
- 84.56 – 84.60 (Reserved)

ADDENDUM VII

DRUG-FREE WORKPLACE POLICY

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

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

ADDENDUM VIII

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

I, _____, _____
(Name) (Title)

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

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

Signature: _____

Title: _____

Date: _____

ADDENDUM IX

SUBCONTRACTOR COMPLIANCE

I, _____, _____
(Name) (Title)

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

PAR. 12. CONTRACTOR'S LIABILITY/INDEMNIFICATION

PAR. 13. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

Signature: _____

Title: _____

Date: _____

ADDENDUM X

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Signature: _____

Title: _____

Date: _____

ADDENDUM XI

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

PRIMARY COVERED TRANSACTIONS

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

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

ADDENDUM XII

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

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

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

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

Signature: _____

Title: _____

Date: _____

ADDENDUM XIII

LIQUIDATED DAMAGES

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

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

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

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

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

ADDENDUM XIV

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

ADDENDUM XV

BYRD ANTI-LOBBYING AMENDMENT

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

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

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

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

Signature: _____

Title: _____

Date: _____

ADDENDUM XVI

BID PROPOSAL

To access a copy of RFP # XXXXX, please go to:

<http://www.purchasing.ri.gov/bidding/Bidlisting.aspx> under solicitation number, insert the above RFP Number.

OR:

None

ADDENDUM XVII
CORE STAFF POSITIONS

ADDENDUM XVIII
FEDERAL SUB-AWARD REPORTING (FFATA)

ADDENDUM XIX

BUSINESS ASSOCIATE AGREEMENT

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

1. Definitions

A. Generally:

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

B. Specific:

- (1) "Addendum" means this Business Associate Agreement Addendum.
 - (2) "Agreement" means the contractual Agreement by and between the State of Rhode Island, Department of Health and Business Associate, awarded pursuant to State of Rhode Island's Purchasing Law (Chapter 37-2 of the Rhode Island General Laws) and Rhode Island Department of Administration, Division of Purchases, Purchasing Rules, Regulations, and General Conditions of Purchasing.
- A. "Business Associate" generally has the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean _____.
 - B. "Client/Patient" means Covered Entity funded person who is a recipient and/or the client or patient of the Business Associate.
 - C. "Covered Entity" generally has the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Department of Health.
 - D. "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed or consulted by authorized health care clinicians and staff.
 - E. "Electronic Protected Health Information" or "Electronic PHI" means PHI that is transmitted by or maintained in electronic media as defined in the HIPA Security Regulations.
 - F. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
 - G. "HIPAA Privacy Rule" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the privacy of Protected Health Information including, the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - H. "HITECH Act" means the privacy, security and security Breach notification provisions applicable to Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act, which is Title XII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, and any regulations promulgated thereunder and as amended from time to time.

- I. "Secured PHI" means PHI that was rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technologies or methodologies specified under or pursuant to Section 13402 (h)(2) of the HITECH Act under ARRA.
- J. "Security Incident" means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information.
- K. "Security Rule" means the Standards for the security of Electronic Protected Health Information found at 45 CFR Parts 160 and 162, and Part 164, Subparts A and C. The application of Security provisions Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations shall apply to Business Associate of Covered Entity in the same manner that such sections apply to the Covered Entity.
- L. "Suspected breach" is a suspected acquisition, access, use or disclosure of protected health information ("PHI") in violation of HIPPA privacy rules, as referenced above, that compromises the security or privacy of PHI.
- M. "Unsecured PHI" means PHI that is not secured, as defined in this section, through the use of a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services.

2. Obligations and Activities of Business Associate

- A. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as required by Law, provided such use or disclosure would also be permissible by law by Covered Entity.
- B. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. Business Associate agrees to implement Administrative Safeguards, Physical Safeguards and Technical Safeguards ("Safeguards") that reasonably and appropriately protect the confidentiality, integrity and availability of PHI as required by the "Security Rule."
- C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- D. Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware, within twenty-four (24) hours of the incident.
- E. Business Associate agrees to ensure that any agent, including a subcontractor or vendor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information through a contractual arrangement that complies with 45 C.F.R. § 164.314.
- F. Business Associate agrees to provide paper or electronic access, at the request of Covered Entity and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. If the Individual requests an electronic copy of the information, Business Associate must provide Covered Entity with the information requested in the electronic form and format requested by the Individual and/or Covered Entity if it is readily producible in such form and format; or, if not, in a readable electronic form and format as requested by Covered Entity.
- G. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity. If Business Associate receives a request for amendment to PHI directly from an Individual, Business Associate shall notify Covered Entity upon receipt of such request.
- H. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for the purposes of the Secretary determining compliance with the Privacy Rule and Security Rule.
- I. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- J. Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures for PHI in accordance with 45 C.F.R. 164.528.
- K. If Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information (as defined in 45 C.F.R. § 164.402) for Covered Entity, it shall, following the discovery of a breach of such information, notify Covered Entity of such breach within a period of twenty-four (24) hours after discovery of the breach. Such notice shall include: a) the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired or disclosed during such breach; b) a brief description of what happened, including the date of the breach and discovery of the breach; c) a description of the type of Unsecured PHI that was involved in

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

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

3. Permitted Uses and Disclosures by Business Associate

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

4. Obligations of Covered Entity

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

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

5. Permissible Requests by Covered Entity

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

6. Term and Termination

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

7. Miscellaneous

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

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

8. Acknowledgment

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

Acknowledged and agreed to by:

Rhode Island Department of Health

Name of Agency

Nicole Alexander-Scott, MD, MPH
Director of Health

Authorized Agent's Name
Title

Date: _____

Date: _____