



Solicitation Information
October 22, 2021

RFP # 7661820

TITLE: Consultant Services for the 1115 Waiver Demonstration Renewal

Submission Deadline: Tuesday, November 30, 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 **Friday, November 5, 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: 7661820

Time: Nov 30, 2021 01:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/86876378220?pwd=RDNkMVc1ZmhPUGFSS3c4R0NITDIBZz09>

Meeting ID: 868 7637 8220

Passcode: 199613

One tap mobile

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Dial by your location

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+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

833 548 0276 US Toll-free

877 853 5247 US Toll-free

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SECTION 1: INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Executive Office of Health and Human Services (EOHHS), is soliciting proposals from qualified firms to provide consultant support for Rhode Island's 1115 Waiver Demonstration renewal 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 February 1, 2022 until December 30, 2022. The contract may be renewed for an additional 12-month period 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.eeo@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:
 - Rejected as being non-responsive; or,
 - Set aside in favor of the requirements set forth in the solicitation (with the consent of the Vendor); or,
 - 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 \$2,000,000 per occurrence, \$2,000,000 general aggregate and \$1,000,000 products/completed operations per occurrence and \$1 million aggregate, with a maximum deductible of \$5,000 per occurrence.
- 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”) - \$3,000,000 per occurrence, \$3,000,000 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 \$5,000,000. Annual aggregate limit shall not be less than \$5,000,000.
- 14i) Information Technology Cyber/Privacy – minimum limits of \$5,000,000 per occurrence and \$5,000,000 annual aggregate. If Contract Party provides:
 - a) key back office services Contract Party shall have a minimum limit of \$10,000,000 per occurrence and \$10,000,000 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

Section 1115 Medicaid demonstration waivers offer states an avenue to test new approaches in Medicaid that differ from what is required by federal statute. They can provide states additional flexibility in how they operate their programs, beyond the considerable flexibility that is available under current law. Under Section 1115 of the Social Security Act, the Secretary of HHS can waive specific provisions of major health and welfare programs, including certain requirements of Medicaid and CHIP. Section 1115 permits the Secretary to allow states to use federal Medicaid and CHIP funds in ways that federal rules do not otherwise allow, as long as the Secretary determines that the initiative is an “experimental, pilot, or demonstration project” that “is likely to assist in promoting the objectives of the program.” 1115 waivers are approved for a five (5) year period. Rhode Island’s current 1115 Waiver, the Rhode Island Comprehensive 1115 Waiver Demonstration (1115 Waiver) is effective until December 31, 2023 and nearly the entire Rhode Island Medicaid program is included within it (with just four exceptions).

EOHHS’ 1115 Waiver extension request must be submitted to CMS by December 31, 2022 per CMS requirements. The 1115 Waiver is the core of the RI Medicaid program; it includes all of EOHHS’ investments in Accountable Entities, social determinants of health, home stabilization and home- and community-based services. The extension of the 1115 Waiver necessitates significant community engagement and technical expertise and spans several calendar years because it requires internal and external stakeholder sessions, budget neutrality projections, and evaluation design. As with all other 1115 Waivers, EOHHS must demonstrate that the costs of the Medicaid program with the waiver (With Waiver projections) will not exceed the costs of the Medicaid program without the waiver (Without Waiver projections). EOHHS has not rebased its Without Waiver baseline projections since the conception of the 1115 Waiver in 2008. Per recent CMS guidance, this 1115 Waiver extension request must include an update to Budget Neutrality Rebasing Without Waiver baseline (see CMS SMD #18-009 RE: Budget Neutrality Policies for Section 1115(a) Medicaid Demonstration Projects).

In support of this initiative, EOHHS developed a six (6) task project plan. State staff are currently working on requirements outlined in Task 1 that will be reviewed with the selected vendor upon award of the contract.

Assessment, Discovery, and Goal Development

The State team will draft recommended future goals for the 1115 Waiver renewal. This task will also include assessment and discovery of EOHHS' quality oversight (inclusive of External Quality Review Organization (EQRO) reports, Medicaid managed care reports, and quality assurance monitoring by EOHHS and other state agencies), review of current evaluation design and any available results, and historical expenditures as it relates to budget neutrality rebasing. It is important to note that the actual evaluation of the current 1115 Waiver is being conducted by an independent evaluator and that the future consultant vendor is expected to work with the EOHHS Analytics staff to ensure that these responsibilities are not duplicated in the efforts of the Project Team.

The State policy and fiscal team will review and recommend the dataset of historical costs by Medicaid Eligibility Group (MEG) that should be utilized for Budget Neutrality and will create the initial analysis of trends. The analysis of the trends will include recommendations for revisions to the way that the MEGs are constructed.

The State team will initiate:

- Facilitating discussions with EOHHS leadership to clarify agency-wide goals, priorities, and timelines.
- Gathering and reviewing the RI Medicaid programs' historical expenditures as it relates to the rebasing of the budget neutrality, including With Waiver (WW) and Without Waiver (WOW) projections that were included in previous budget neutrality demonstrations.
- Utilizing the information gathered in the initial steps, the State team is expected to complete:
- Identify events or rate changes that occurred during the last five (5) years, which should be incorporated into the Budget Neutrality Demonstration within the 1115 Waiver request.
- Develop recommended goals and objectives of the 1115 Waiver Extension request, based on EOHHS' priorities and strategic initiatives.
- Develop recommended dataset of historical costs by Medicaid Eligibility Group (MEG) that should be utilized for Budget Neutrality, an initial analysis of trends, and recommendations for revisions to the way that the MEGs are constructed if there is an alternative grouping that would prove to be financially and strategically advantageous to EOHHS.

SECTION 3: SCOPE OF WORK AND REQUIREMENTS

This project will entail an eleven (11) month Scope of Work from February 1, 2022 to December 30, 2022 focused on providing EOHHS with development and recommendations to improve Rhode Island's Medicaid program through the extension of the Rhode Island Comprehensive 1115 Waiver Demonstration (1115 Waiver), with the option for an extension to support the State's negotiation with CMS to complete the renewal by December 31, 2023. The vendor will work in partnership with subject matter experts at EOHHS to advise and develop approaches to the delivery of high-quality, cost-effective health care consistent with Rhode Island's Medicaid program key principles and goals.

Technical assistance and support will be provided during the following five (5) tasks of this Scope of Work:

- **Task 1: Internal, External, and Cross-Agency Stakeholder Input Gathering, and Research and Recommendations**
- **Task 2: Drafting Request and Public Notice Documents**
- **Task 3: Facilitation of Public Hearings, Drafting Responses to Comments, and Final Recommendations**
- **Task 4: Finalize Request Documents for Formal Submission to CMS not later than December 30, 2022.**
- **Task 5: Documentation of Process and Assistance with CMS Negotiations**

The technical assistance and support provided under this Agreement will not include legal services but will include interpretation of federal and state statute and regulation. All deliverables will be subject to review and approval by EOHHS.

Although the phased strategy is listed sequentially above, many of these activities will overlap; this shall be accounted for in the workplan and timeline finalized upon execution of this Agreement. In particular, the rebasing, and demonstration, of the Budget Neutrality is an iterative process that must be developed over the course of Tasks 1 through 4 and will be conducted by the State finance team and may include consultation with selected vendor.

In order to document processes and identify potential efficiencies for the following 1115 Waiver extension request, the vendor will be required to submit a deliverable reflective of the 1115 Waiver extension request project as a whole, that summarizes in detail the 1) steps taken from start to finish, 2) timeframes, 3) any assumptions made throughout the process, 4) any critical decision points that were needed, including the outcome and rationale of each, and 5) any lessons learned. The vendor is expected to maintain documentation of the processes from start to finish to ensure that these final deliverables accurately reflect the process in detail.

Task 1: Internal, External, and Cross-Agency Stakeholder Input Gathering, and Research and Recommendations

To develop a thorough understanding of the Rhode Island Medicaid program and its 1115 Waiver, the vendor shall review 1) EOHHS' documentation of quality oversight, inclusive of EQRO reports, Medicaid managed care reports, and quality assurance monitoring by EOHHS and other state agencies and 2) EOHHS' current evaluation design and any available results, in preparation for recommending revisions due to the upcoming 1115 Waiver Extension

During this task, the vendor will use the information provided by the State, together with the Project Team's experience and expertise with other states' best practices, to facilitate input sessions with internal Medicaid SMEs, external stakeholders, including member and provider advocates, provider associations, managed care organizations, and SMEs from other state agencies within the Health and Human Services sector. The objective of these input sessions is to identify potential new federal authorities that are necessary to advance EOHHS' current and planned initiatives and priorities. To do so, the vendor must first 1) develop questions to be used to prompt internal, external, and cross-agency stakeholders to provide input on potential new federal authorities needed, that align with EOHHS' current and future planned initiatives and recommended 1115 Waiver extension request goals and 2) develop the format and process for internal, external, and cross-agency engagement in consultation with EOHHS.

Following the input sessions, the vendor shall assist in researching whether the stakeholder's ideas have been successful in other states, and whether new federal and/or state legislative authorities are needed to implement them. Based on the vendor's research, and the vendor's experience and expertise, a summary document shall be developed that reflects stakeholder's

input, whether each one was successful in other states and whether new state or federal authorities are required, a recommendation of whether each should be pursued in the 1115 Waiver Extension Request, including a rationale for the recommendation and alignment with EOHHS' goals, and whether the ideas are feasible to implement and/or fund in RI. It is EOHHS' intention to support waivers that have been proven successful in other states and are feasible to implement in RI. For those items that the vendor recommends EOHHS pursue, the vendor will include proposed metrics for evaluating the success of the new authorities and a high-level projection of its effect on the Budget Neutrality Demonstration and projected state General Revenues to implement. This deliverable will be provided to EOHHS leadership in advance of a scheduled presentation during which the vendor will present their recommendations. Additionally, during this task, the vendor will be available to provide input on the State's work to rebased Budget Neutrality Demonstration, including With and Without Waiver scenarios and recommended historical adjustments.

- EOHHS will facilitate the collection and distribution of necessary information and documentation, provide a project liaison, and ensure participation, as needed, of the identified EOHHS SMEs to ensure successful completion of this task.
- EOHHS will identify preferred methods and formats for collecting stakeholder feedback.
- EOHHS will identify a list of external stakeholders that are integral to the feedback solicitation process.

Upon completion of Task 1, the vendor shall have provided the following deliverables:

- Drafted a set of questions to be used to prompt stakeholder input on potential new federal authorities needed, that align with EOHHS' current and future planned initiatives.
- Developed the format and process for stakeholder engagement.
- Established a regularly scheduled communication process to ensure understanding of and responsiveness to EOHHS' needs.
- Facilitated input sessions with internal Medicaid SMEs, external stakeholders, including member and provider advocates, provider associations, and managed care organizations, and SMEs from other state agencies within the Health and Human Services sector.
- Meeting minutes of input sessions.
- Summary of stakeholders' input, whether each one was successful in other states, whether new state or federal authorities are required, a recommendation of whether each should be pursued in the 1115 Waiver Extension Request, including a rationale for the recommendation and alignment with EOHHS' goals, and whether the ideas are feasible to implement and/or fund in RI. It is EOHHS' intention to support waivers that have been proven successful in other states and are feasible to implement in RI.
- Proposed metrics for evaluating the success of the recommended new authorities and a projection of its effect on the Budget Neutrality Demonstration and projected state General Revenues to implement each.
- Presentation of recommendations to EOHHS leadership.

Task 2: Drafting Request and Public Notice Documents

During this task, the vendor will utilize the information they have gathered thus far, decisions from EOHHS leadership, and their expertise to draft all components (except for the documentation of the evaluation activities and findings to date, and a final evaluation design for addressing the proposed new authorities) for the 1115 Waiver Extension request. This will include corresponding public notice documents, as detailed in 42 CFR 431 Subpart G and STC 8 and 9 of the current 1115 Waiver. The vendor will be expected to work with the EOHHS Analytics team to inform the current independent evaluator's work. Regarding the evaluation

report of the demonstration, the vendor will 1) review and suggest improvements to the evaluation activities and findings to date, by working with EOHHS' Analytics team; 2) develop the plans for evaluation activities during the extension period and work with EOHHS' Analytics team to identify the research hypotheses related to changes requested in the 1115 Waiver; and 4) review and suggest improvements to the evaluation design for addressing the proposed new measures once incorporated into the evaluation design by EOHHS' independent 1115 Waiver evaluator.

- The times, dates, locations, and means of public hearings will be decided upon by EOHHS.
- Regarding the evaluation report of the demonstration, EOHHS will provide clear roles and responsibilities for the Contractor versus the 1115 Waiver's independent evaluator.

Upon completion of Task 2, the vendor shall have provided the following deliverables:

- Gathered and suggested improvements to the evaluation report of the demonstration, inclusive of evaluation activities and findings to date.
- Developed suggestions for evaluation activities during the extension period for any newly requested authorities.
- Suggested revisions to the research hypotheses of the current evaluation design to be reflective of the newly requested authorities.
- Public notice documents, including those listed below and as required by 42 CFR 431 Subpart G:
 - A 30-day public notice document containing a comprehensive description of the demonstration application or extension to be submitted to CMS that contains a sufficient level of detail to ensure meaningful input from the public, including:
 - The program description, goals, and objectives to be implemented or extended under the demonstration project, including a description of the current or new beneficiaries who will be impacted by the demonstration.
 - The proposed health care delivery system and the eligibility requirements, benefit coverage and cost sharing (premiums, co-payments, and deductibles) required of individuals that will be impacted by the demonstration, and how such provisions vary from the State's current program features.
 - To be completed by EOHHS' Medicaid Finance team: An estimate of the expected increase or decrease in annual enrollment, and in annual aggregate expenditures, including historic enrollment or budgetary data, if applicable. This includes a financial analysis of any changes to the demonstration requested by the State in its extension request.
 - The hypothesis and evaluation parameters of the demonstration.
 - The specific waiver and expenditure authorities that the State believes to be necessary to authorize the demonstration.
 - The locations and Internet address where copies of the demonstration application are available for public review and comment.
 - Postal and Internet email addresses where written comments may be sent and reviewed by the public, and the minimum 30-day time period in which comments will be accepted.
 - The location, date, and time of at least two public hearings convened by the State to seek public input on the demonstration application.
 - An abbreviated 30-day public notice document which must include:
 - A summary description of the demonstration
 - The location and times of the two or more public hearings

- An active link to the full public notice document on the State's Web site
- Complete draft of 1115 Waiver Extension request for January 1, 2024 – December 31, 2028, including all components listed below and as required by 42 CFR 431 Subpart G:
 - A historical narrative summary of the demonstration project (including the objectives set forth at the time the demonstration was approved, evidence of how these objectives have or have not been met, and the future goals of the program).
 - A narrative of the changes being requested along with the objective of the change and the desired outcomes.
 - A list and programmatic description of the waivers and expenditure authorities that are being requested for the extension period
 - Summaries of External Quality Review Organization (EQRO) reports, managed care organization (MCO) and State quality assurance monitoring, and any other documentation of the quality of and access to care provided under the demonstration.
 - To be completed by EOHHS Medicaid Finance team: Financial data demonstrating the State's historical and projected expenditures for the requested period of the extension, as well as cumulatively over the lifetime of the demonstration, including a financial analysis of changes to the demonstration requested by the State.
 - An evaluation report of the demonstration, inclusive of evaluation activities and findings to date (EOHHS' independent 1115 Waiver evaluator will complete this and the Contractor will review and offer any suggested improvements), plans for evaluation activities during the extension period, and if changes are requested, identification of research hypotheses related to the changes (both developed by the Contractor) and an evaluation design for addressing the proposed revisions (the Contractor will work with EOHHS' Analytics to ensure that the recommended evaluation activities for new authorities are incorporated into the evaluation design by EOHHS' independent 1115 Waiver evaluator).
 - Documentation of the State's compliance with the public notice process set forth in 42 CFR §431.408 of subpart G, including the post-award public input process described in 42 CFR §431.420(c) of this subpart, with a report of the issues raised by the public during the comment period and how the State considered the comments when developing the demonstration extension application.
- Developed written tribal notification of the 1115 Waiver extension request.
- Written responses to requests raised during Task 2 input sessions, reflecting whether EOHHS was pursuing the requests and a rationale for why/why not.

Task 3: Facilitation of Public Hearings, Drafting Responses to Comments, and Final Recommendations

During Task 3, the vendor will facilitate the necessary public hearings and meetings regarding the draft 1115 Waiver Extension request and summarize the public comments received. Based on the comments received, the vendor will offer recommendations for final revisions to EOHHS leadership.

Upon completion of Task 3, the vendor shall have provided the following deliverables:

- Conducted at least two public hearings during the 30-day public comment period, on separate dates and at separate locations, regarding the State's demonstration application at which members of the public throughout the State have an opportunity to provide comments

- Conducted presentations at the EOHHS Consumer Advisory Committee and the Medicaid Clinical Advisory Committee regarding the State's demonstration application.
- If necessary, presented the draft 1115 Waiver extension request to the Indian health program.
- Summary of comments received during the 30-day public comment period.

Task 4: Finalize Request Documents for Formal Submission

During Task 4, based on EOHHS leaderships' decisions regarding the recommendations from Task 3, the vendor will develop the final responses to comments and a final draft of the 1115 Waiver Extension request document. This task includes facilitating any necessary final revisions to the Budget Neutrality demonstration and evaluation design, with EOHHS Finance and Analytics.

Upon completion of Task 4, the vendor shall have provided the following deliverables:

- Development of final responses to comments received during the 30-day public comment period, based on decisions from EOHHS leadership.
- Final 1115 Waiver extension request document that is compliant with 42 CFR 431 Subpart G, inclusive of revisions requested per leadership direction.

Task 5: Documentation of Process and Assistance with CMS Negotiations

During Task 5, the vendor will assist EOHHS in strategically negotiating with CMS regarding the newly requested waiver authorities. This includes providing EOHHS with written recommendations for revisions to CMS' proposed STCs and guidance on how to respond strategically to CMS' follow-up questions. Additionally, the vendor shall submit two (2) deliverables that will assist with documentation of the process and improve the following 1115 Waiver Extension request. The first document will summarize in detail the 1) steps, 2) timeframes, and 3) lessons learned following the 1115 Waiver Extension request project. These documents are intended to identify where efficiencies or other improvements can be made to the process in the future.

Upon completion of Task 5, the vendor shall have provided the following deliverables:

- Development of written recommendations for revisions to CMS' proposed STCs.
- Guidance on how to respond strategically to CMS' follow-up questions, as needed.
- In-depth summary of the 1) steps, 2) timeframes, and 3) lessons learned from the 1115 Waiver Extension request project.

Task 6: Special Enhancement Activities as needed

In addition to Tasks 1 through 5 should additional funding become available, the State reserves the option to direct the Vendor to conduct additional tasks to support the overall scope of this project. It is critical that the state have the flexibility to bring on additional technical assistance and expertise in a timely manner in order to perform activities which require similar expertise and work functions as those in Section 3: Scope of Work- Tasks 1-5.

The decision to utilize services under Task 6 will be solely at the State's request, and will be for specific enhancement activities not already included under Tasks 1 through 5. These optional activities will be defined and agreed to in writing, by both the State and the vendor, before any enhancement work begins. There is no commitment on the part of the State to utilize any or all special projects/enhancement activities. All bidders must bid on Task 6 using the hourly rates

established in the award. Task should be bid and paid on a fully loaded time and materials basis for all personnel and subcontractors to be utilized in completing the optional task(s). This work must support but not duplicate the work described in the technical proposal's scope of work. This work cannot exceed 10% of the initial award. Should new funding become available the Purchasing Agent would need to authorize payments in excess of 10% of the contract for special enhancements. The awarded vendor shall not perform any special enhancement activities without receipt of a formal change order issued by the Division of Purchases

SECTION 4: PROPOSAL

A. Technical Proposal

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

1. **Staff Qualifications** – Provide staff resumes/CV and describe qualifications and experience of key staff who will be involved in this project, including their experience in 1115 Waiver Demonstration development and public meeting facilitation.
For each staff member and subcontractor that will be involved in this project, provide the following:
 - i. Resume or CV (clearly detailing experience in this field and any relevant past experience)
 - ii. Description of each individual's roles and responsibilities for this proposal
 - iii. Description of each individual's qualifications that make them a strong candidate for working on this proposal, including their experience with developing Section 1115 Waiver Demonstration amendment applications and the State supported, project management, group facilitation, general Medicaid knowledge expertise, negotiation with CMS, health equity, Demonstration Waiver evaluation design.
2. **Capability, Capacity, and Qualifications of the Vendor** - Please provide a detailed description of the Vendor's experience in developing 1115 Waiver Demonstration renewals. List a minimum of three (3) relevant client references, to include client names, addresses, contact names with emails and phone numbers, dates of service and type(s) of service(s) provided.
 - Provide a one-page description of the bidders':
 - Experience in performing the identified tasks within the scope of work.
 - The capability of the organization to meet the needs of the state.
 - The capacity of the organization to provide high quality, professional execution of the expansive scope of work needed by EOHHS; and
 - A description of any areas of opportunity for improvement to meet the needs of EOHHS and a plan for doing so.
 - Provide detailed descriptions of three (3) separate projects during which large group (over 20 attendees) facilitation skills were needed. Include examples of facilitation tools.
 - Provide detailed descriptions of three (3) separate projects during which the Bidder's Medicaid expertise were needed. Include at least two (2) written documents that demonstrate the Bidder's familiarity with Medicaid.
3. **Work Plan** - Please describe in detail, the framework within which requested 1115 Waiver Demonstration renewal services will be performed. The following elements should be included:

- For each task, provide a draft project management chart with deliverables and timelines describing support for EOHHS to meet the requirement of the submission to CMS by December 30, 2022.
- Workplans should include a description of onsite and off-site staff assistance.
- A more detailed and precise project management chart will be required to be submitted within four working weeks post award.
- Provide samples of detailed workplans and corresponding high level status updates for three (3) separate projects. The intent of this requirement is to demonstrate the skill of developing detailed workplans and succinctly communicating, in writing, information about such complex projects to leadership. The samples do not need to pertain to Medicaid waiver projects; however, preference will be given to samples that demonstrate past experience with Medicaid or healthcare related topics.

4. **Approach/Methodology** – Define the methodology to be used for development of 1115 Waiver Demonstration renewals

- Describe in detail, the framework and approach to each task identified in the scope of work, to include a detailed plan for immediately bringing on qualified staff to commence work in support of EOHHS.
- Describe all utilization of subcontractors for the each of the tasks.
- Describe approach to facilitating public stakeholder meetings |

B. Cost Proposal

Bidder must provide a proposal of costs for each of the categories below utilizing the form at Appendix B and provide detail on the specific costs included in each category:

- Total Hourly Rate for each consultant proposed: Staff salaries and Staff benefits (health, disability, and life insurances, pension)
- Sub-contracts rates / costs
- Other costs
- Indirect/Administrative Costs

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	10 Points
Capability, Capacity, and Qualifications of the Vendor	40 Points
Work Plan	10 Points
Approach/Methodology	10 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 # 7661820** 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 forty (40) 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 (4) 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 (4) 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. 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.
- b. 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.
- c. If the solicitation includes a proposal template for vendor use, it shall be typed using the formatting provided in the template.
- d. 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# 7661820**” 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:		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> 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

AGREEMENT
Between the
STATE OF RHODE ISLAND
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
and

Name of Contractor:

Title of Agreement:

Basis for Contract:

Contract Award:

Performance Period:

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

ADDENDA

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

- ADDENDUM A** - **General Insurance Requirements**
- ADDENDUM B** - **Information Technology Requirements (Not Applicable)**
- ADDENDUM C** - **Public Works Requirements (Not Applicable)**
- ADDENDUM D** - **Agency Specific Funding Requirements providing any requirements imposed by federal partners (See Addendum F)**
- ADDENDUM E** - **Business Associates Agreement**
- ADDENDUM F** - **Agency Special Requirements not otherwise addressed in the General Conditions**

ADDENDUM A

General Insurance Requirements

<https://www.ridop.ri.gov/documents/general-conditions-addendum-a.pdf>

ADDENDUM E

BUSINESS ASSOCIATE AGREEMENT

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

1. Definitions:

A. Generally:

- (1) Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 160.103, 164.103, and 164.304, 134.402, 164.410, 164.501 and 164.502.
- (2) The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA, the Privacy and Security Rules and the HITECH Act: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific:

- (1) "Addendum" means this Business Associate Agreement Addendum.
- (2) "Agreement" means the contractual Agreement by and between the State of Rhode Island, (EOHHS/BHDDH/DHS/DOH/DCYF/DEA/DVA(PICK AS APPROPRIATE)) and Business Associate, awarded pursuant to State of Rhode Island’s Purchasing Law (Chapter 37-2 of the Rhode Island General Laws) and Rhode Island Department of Administration, Division of Purchases, Purchasing Rules, Regulations, and General Conditions of Purchasing.

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Obligations and Activities of Business Associate.

- A. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as required by Law, provided such use or disclosure would also be permissible by law by Covered Entity.
- B. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. Business Associate agrees to implement Administrative Safeguards, Physical Safeguards and Technical Safeguards ("Safeguards") that reasonably and appropriately protect the confidentiality, integrity and availability of PHI as required by the "Security Rule."
- C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- D. Business Associate agrees to report to Covered Entity by telephone call plus e-mail, web form, or fax the discovery of any use or disclosure of the PHI not provided for by this Agreement, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware, within one (1) hour and in no case later than forty-eight (48) hours of the breach and/or Security Incident.
- E. Business Associate agrees to ensure that any agent, including a subcontractor or vendor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information through a contractual arrangement that complies with 45 C.F.R. § 164.314.
- F. Business Associate agrees to provide paper or electronic access, at the request of Covered Entity and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. If the Individual requests an electronic copy of the information, Business Associate must provide Covered Entity with the information requested in the electronic form and format requested by the Individual and/or Covered Entity if it is readily

producible in such form and format; or, if not, in a readable electronic form and format as requested by Covered Entity.

- G. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity. If Business Associate receives a request for amendment to PHI directly from an Individual, Business Associate shall notify Covered Entity upon receipt of such request.
- H. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for the purposes of the Secretary determining compliance with the Privacy Rule and Security Rule.
- I. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.
- J. Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures for PHI in accordance with 45 §C.F.R. 164.528.
- K. If Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information (as defined in 45 C.F.R. § 164.402) for Covered Entity, it shall, following the discovery of a breach of such information, notify Covered Entity by telephone call plus e-mail, web form, or fax upon the discovery of any breach of within one (1) hour and in no case later than forty-eight (48) hours after discovery of the breach and/or Security Incident. Such notice shall include: a) the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired or disclosed during such breach; b) a brief description of what happened, including the date of the breach and discovery of the breach; c) a description of the type of Unsecured PHI that was involved in the breach; d) a description of the investigation into the breach, mitigation of harm to the individuals and protection against further breaches; e) the results of any and all investigation performed by Business Associate related to the breach; and f) contact information of the most knowledgeable individual for Covered Entity to contact relating to the breach and its investigation into the breach.

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

3. Permitted Uses and Disclosures by Business Associate.

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

4. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. Permissible Requests by Covered Entity

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

6. Term and Termination.

- a. The term of this Agreement shall begin as of the effective date of the Service Arrangement and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Section.
- b. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Service Arrangement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.
 - ii. Immediately terminate this Agreement and the Service arrangement if Business Associate has breached a material term of this Agreement and cure is not possible.
- c. Except as provided in paragraph (d) of this Section, upon any termination or expiration of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall ensure that its subcontractors or vendors return or destroy any of Covered Entity's PHI received from Business Associate.
- d. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Such written notice must be provided to the Covered Entity no later than sixty (60) days prior to the expiration of this Agreement. Upon Covered Entity's written

agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. This provision regarding written notification shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.

7. Miscellaneous.

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

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

8. Acknowledgment.

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

SIGNATURES ON NEXT PAGE

Acknowledged and agreed to by:

INSERT AGENCY NAME:

DIRECTOR
(EOHHS/BHDDH/DHS/DOH/DCYF/
DEA/DVA(PICK AS APPROPRIATE))

AUTHORIZED AGENT
TITLE: _____

Printed Name

Printed Name

Date

Date

GC Addendum F – Supplemental Terms and Conditions

This Addendum to the State’s General Conditions of Purchase (220-RICR-30-00-13 available at <https://rules.sos.ri.gov/regulations/part/220-30-00-13>), supplements and serves as additional terms and conditions to the General Conditions of Purchase (“General Conditions”). The General Conditions, along with the items incorporated by reference in 220-RICR-30-00-13.4, including this Addendum, serves as the “Agreement” between the parties. Under the General Conditions of Purchase, 220-RICR-30-00-13.34, this Agreement serves as GC Addendum F. The Contractor further agrees as follows:

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

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

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

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

NOW THEREFORE, the Parties to the Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

PAR. 1. GOVERNING LAW AND GENERAL TERMS AND CONDITIONS

The State’s Purchasing Law (Chapter 37-2 of the Rhode Island General Laws) and Rhode Island Department of Administration, Division of Purchases, Purchasing Rules, Regulations, and General Conditions of Purchase apply as the governing terms and conditions of this Agreement, which can be obtained at <https://rules.sos.ri.gov/regulations/part/220-30-00-13>. In addition, the provisions of Federal Laws, Regulations and Procedures governing the implementation of federal funds apply to this Agreement.

PAR. 2. PERFORMANCE

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

PAR. 3. TIME OF PERFORMANCE

The Contractor will perform under this Agreement [Description] for a term commencing on [Date] and ending on [Date] with one option for extension beginning on [Date] and expiring on [Date].

PAR. 4. INDEPENDENT CONTRACTOR [OPTIONAL]

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

PAR. 5. PROJECT OFFICER - EXECUTIVE OFFICE

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

PAR. 6. CONTRACTOR

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

PAR. 7. WORK REVIEWS

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

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

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

1. Stop work under this Agreement on the date and to the extent specified in the notice of termination.
2. Take such action as may be necessary, or as the Director may reasonably direct, for the protection and preservation of the property related to this Agreement, which is in the possession of the Contractor and in which the State has or may acquire an interest.
3. Terminate all orders to the extent that they relate to the performance of work terminated by the notice of termination.
4. Subject to the provisions of this paragraph, assign to the State all of the rights, title, and interest of the Contractor under the orders so terminated, in which case the State shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders, however, notwithstanding this provision, the Contractor will not be obligated to assign any such rights, title or interest in the absence of payment therefore by the State.
5. With the approval or ratification of the State, initiate settlement of all outstanding liabilities and all claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this Agreement. Final approval by the State shall not be unreasonably withheld.
6. Subject to the provisions of this paragraph, transfer title, or if the Contractor does not have title, then transfer their rights to the State (to the extent that title has not already been transferred) and deliver in the manner, at reasonable times, and to the extent reasonably directed by the State all files, processing systems, data manuals, or other documentation, in any form, that relate to the work completed or in progress prior to the notice of termination.
7. If instructed, complete the performance of such part of the work as shall not have been terminated by the notice of termination. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.
8. Upon termination, Contractor agrees to an orderly transition in accordance with 220-RICR-30-00-13.30. Prior to the end of the Termination and up to sixty (60)

days thereafter, the Contractor agrees to make an orderly transition of contract and/or deliverables hereunder and to perform any and all tasks in good faith that are necessary to preserve the integrity of the work performed by the Contractor on behalf of the State. Upon termination or expiration of the Agreement, the Contractor, shall, if requested by the State at least thirty (30) days prior to such termination or expiration, provide reasonable training for the successor entity and/or continued performance of services. For providing such training or continued performance after the Term of the Agreement, the State shall pay the Contractor at mutually agreed 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 the State in form acceptable to the State.

PAR. 9 ACCESSIBILITY AND RETENTION OF RECORDS

The Contractor agrees to make accessible and to maintain all fiscal and activity records relating to 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 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 this Agreement. If such records are maintained out of the State of Rhode Island, such records shall be made accessible by the Contractor at a Rhode Island location. Fiscal records, and narrative records pertaining to activities performed will be retained for audit purposes for a period of at least three (3) years following the submission of the final expenditure report for this Agreement or if audit findings have not been resolved at the end of the three (3) years, the records shall be retained for an additional three (3) years after the resolution of the audit findings are made or as otherwise required by law.

The Contractor and its subcontractors, if subcontractors are permitted 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.

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.

PAR. 10. SECURITY AND CONFIDENTIALITY

10.1. Definitions

The following definitions shall apply:

1. “Breach” as defined pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) guidelines as well as those found in the Health Information Technology for Economic and Clinical Health Act (“HITECH”) means an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of Protected Health Information (“PHI”) in violation of HIPAA privacy rules that compromise Personally Identifiable Information (“PII”) security or privacy. Additionally, a Breach or suspected Breach means an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PII or Sensitive Information (“SI”).

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

3. “Confidential Information” means information that Contractor receives or has access to under this Agreement, including but not limited to; PII; SI; PHI; Return Information; other information (including electronically stored information) or records sufficient to identify an applicant for or recipient of government benefits; preliminary draft, notes, impressions, memoranda, working papers and work product of State employees; any other records, reports, opinions, information, and statements required to be kept confidential by State or federal law or regulation, or rule of court; any statistical, personal, technical and other data and information relating to the State’s data; or other such data protected by State and federal laws, regulations.

4. “Personally Identifiable Information” or “PII” means any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual’s identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as their name, social security number, date and place of birth, mother’s maiden name, biometric records, etc. (As defined in 45 CFR § 75.2 and as defined in OMB Memorandum M-06-19, “Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security in Agency Information Technology Investments”). PII shall also include individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and

place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts (as defined in 45 CFR § 75.2 Protected Personally Identifiable Information).

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

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

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

10.2. General

The Contractor shall take security measures to protect against the improper use, loss, access of and disclosure of any Confidential Information it may receive or have access to under this 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 State requirements for safeguarding Confidential Information. All such information shall be held in strict confidence and protected by the Contractor from unauthorized use and disclosure utilizing same or more effective procedural requirements as are applicable to the State.

10.3. Privacy and Security Safeguards and Obligations

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

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

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

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

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

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

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

vi. Send E-mails containing Confidential Information that constitutes PII only if encrypted and being sent to and received by email addresses of persons authorized to receive such information. In the case of FTI, Contractor employees,

subcontractors, and agents must comply with Internal Revenue Service (“IRS”) Publication 1075’s rules and restrictions on emailing return information.

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

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

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

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

(3) Consistently label return information obtained under this Agreement to make it clearly identifiable and to restrict access by unauthorized individuals. Any duplication or transcription of return information creates new records which must also be properly accounted for and safeguarded. Return information should not be commingled with

other records unless the entire file is safeguarded in the same manner as required for return information and the FTI within is clearly labeled in accordance with Publication 1075.

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

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

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

10.4. Ownership of Confidential Information

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

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

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

The Contractor agrees to adhere to any and all applicable State and federal statutes and regulations relating to confidential health care and substance abuse treatment including but not limited to the Federal Regulation 42 CFR, Part 2; Rhode Island Mental Health Law, R.I. General Laws Chapter 40.1-5-26; Confidentiality of Health Care Communications and Information Act, R.I. General Laws Chapter 5- 37.3-1 et seq; Identity Theft Protection Act of 2015, R.I. General Laws Chapter 11-49.3 and HIPAA and its implementing regulations. The Contractor acknowledges that failure to comply with the provisions of this Paragraph will result in the termination of this Agreement.

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

Notwithstanding any other requirement set out in this Agreement, the Contractor acknowledges and agrees that the HITECH Act and its implementing regulations impose requirements with respect to privacy, security and Breach notification and contemplates that such requirements shall be implemented by regulations to be adopted by the U.S. State 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.

10.6. Breach/Incident Reporting

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

10.7. Other

Failure to abide by the State's confidentiality policy or the required signed Business Associate Agreement (“BAA”) will result in termination remedies, including but not limited to, termination of this Agreement. A BAA shall be signed by the Contractor, simultaneously or as soon thereafter as possible, from the signing of this Agreement, as required by the State. The Contractor agrees that no findings, listing, or information derived from information obtained through performance of this Agreement may be released or publicly disclosed in any form for any purpose if such findings, listing, or information contains any combination of data elements that might allow an individual to determine a beneficiary’s identification without first obtaining written authorization from the State’s Contract Manager. Examples of such data elements include, but are not limited to geographic indicators, age, sex, diagnosis, procedure, date of birth, or admission/discharge date(s). The Contractor agrees further that the State shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from the State’s files identify or would, with reasonable effort, permit one to identify an individual, or to deduce the identifying of an individual to a reasonable degree of certainty. The Contractor agrees that the conditions set forth herein apply to any materials presented or submitted review and/or publication that contain individual identifying elements in the information obtained, as stated above, unless such information is presented in the aggregate. Under no circumstance, shall the Contractor publicly disclose or present or submit any materials for review and/or publication that contains an individual’s social security number, in part or in whole. The Contractor is hereby notified that all initial data received from DHS is considered confidential by the State.

Contractor will inform the State of any change in its administrative, technical, or operational environment that would impact compliance with the terms of this Agreement, including but not limited to compliance with 45 CFR § 155.260. The Contractor shall monitor, periodically assess, and update its security controls and related system risks to ensure the continued effectiveness of those controls in accordance with 45 CFR § 155.260(a)(5).

The Contractor shall not be required under the provisions of this Paragraph 23 to keep confidential any Confidential Information or information, which is or becomes legitimately publicly available or is rightfully obtained from third Parties under no obligation of confidentiality.

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

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

PAR. 11. 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 Age Discrimination Act of 1975, The United States Department of Health and Human Services (hereinafter DHHS) Regulations found in 45 CFR, Parts 80 and 84; the United States Department of Education Implementing regulations (34 CFR, Parts 104 and 106); and [Agency], Directive 1124, which prohibit discrimination on the basis of race, color, national origin (limited English proficiency persons), age, sex (including gender identity, transgender status, sexual orientation, and pregnancy), disability, genetic information, marital/parental status, religion, political beliefs, or retaliation for opposing discriminatory practices or for participating in the discrimination-complaint process. 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.

The Contractor must submit, within thirty-five (35) days of the date of a request by DHHS, [Agency] or [Agency] 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 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 State 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 220-RICR-30-00-13.4(C)(1)(c).

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

PAR. 12. MODIFICATION OF AGREEMENT

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

PAR. 13. INTEREST OF CONTRACTOR

The Contractor covenants that it presently has no pecuniary interest and shall not acquire any such interest, direct or indirect, without first disclosing to the State in writing and then subsequently obtaining approval, in writing, from the State, that would conflict in any manner or degree with the performance of services required under this 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. 14. OWNERSHIP

Any and all data, technical information, information systems, materials gathered, originated, developed, prepared, modified, used or obtained by the Contractor in performance of the Agreement, including but not limited to, all hardware, software computer programs, data files, application programs, intellectual property, source code, documentation and manuals, regardless of state of completion shall be deemed to be owned and remain owned by the State (“State Property”). However, each party will retain all rights in any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the date of this 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.

PAR. 15. 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 below, or such other address as either party may direct by notice given to the other as provided, and shall be deemed to be given when received by the addressee.

Contractor: [Name]
[Address]
[Address]

State: [Name]
[Title]
[Agency]
[Address]
[Address]

ATTACHMENT A
SCOPE OF WORK

ATTACHMENT B

BUDGET

The Services under the Agreement shall commence **starting February 1, 2022** -year extensions to be exercised at the option of the State.

The budgeted total payment for services to be provided under this Agreement shall not exceed the allowable amounts per contract period as defined below. For the avoidance of doubt, the parties acknowledge that any unspent funding from prior contract periods may be carried over and used to fund any extensions to the Agreement until the aggregate of the budgeted total payments (not to exceed amount of **X** (“Not to Exceed Payment Amount”)) for Services has been met. The contract amount and staffing levels are also subject to the availability of appropriated State funds and Federal funds.

The parties agree that Contractor shall be under no obligation to perform under this Agreement once the State has been invoiced the Not to Exceed Payment Amount, unless this amount is increased through an amendment to this Agreement.

	Task 1-5	Task 6	Total
Contract Year 1:			
Total			

*Payment contingent upon appropriation of State funds

ATTACHMENT C
PAYMENTS AND REPORTS SCHEDULE

1. The Contractor will submit to the Executive Office of Health and Human Services a request for payment on a monthly basis. Invoices shall be invoiced in a format acceptable to the State.

a. Staff cost will be based on actual cost incurred and paid plus benefits, payroll taxes and overhead (as bid on)

b. Subcontractor cost and Other Direct Costs will be invoiced (as bid on) for costs incurred and paid based on actual direct subcontractor level of effort and the direct subcontractor rate plus overhead.

c. Contractor flexibility in responding to developing State needs is a key value in this Agreement and can include adjustments to tasks and activities. Contractor will meet with the State Contract Officer regularly (at least bi-monthly) to help prioritize allocation of tasks and subcontractor level of effort to Project Tasks based upon Attachment I (Scope of Work) and emerging State Medicaid priorities.

d. The State Contract Officer shall review and approve all invoices prior to payment.

XX, 3 West Road, Cranston, RI 02920

e. At the State's request, the Contractor will provide documentation of the methodology used to compute the monthly invoice amount for staff, subcontractors and other direct costs billed to EOHHS.

f. Failure to provide an acceptable invoice within forty-five (45) days of the close of each month may result in a delay in payment.

g. The following staff positions and subcontractor positions shall be included on the invoice:

Title	Rate

Contract Terms and Conditions

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Terms and Conditions

BID STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS BID

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/receipted 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.

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.

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.

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.

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

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.