



Solicitation Information
September 29, 2016

RFP# 7551007

Title: Rhode Island Health System Integration–Coordinating Community Health Teams (CHT) and Screening, Brief Intervention, and Referral to Treatment (SBIRT) Sites

Submission Deadline: October 27, 2016 at 2:00 PM (Eastern Time)

PRE-BID/ PROPOSAL CONFERENCE: No

MANDATORY:

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 david.francis@purchasing.ri.gov no later than **October 11, 2016 at 10:00 AM (ET)**. 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 Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: No

BOND REQUIRED: No

David J. Francis
Interdepartmental Project Manager

Applicants must register on-line at the State Purchasing Website at www.purchasing.ri.gov

Note to Applicants:

Offers received without the entire completed three-page RIVIP Generated Bidder Certification Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

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SECTION 1: INTRODUCTION

OVERVIEW

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Department of Behavioral Healthcare, Developmental Disabilities, and Hospitals (BHDDH), is soliciting proposals from qualified vendors to develop and implement the *Rhode Island Health System Integration: Coordinating Community Health Teams (CHT) and Screening, Brief Intervention, and Referral to Treatment (SBIRT) Sites*, in accordance with the terms of this Request for Proposals and the State's General Conditions of Purchase, which may be obtained at the Rhode Island Division of Purchases Home Page by Internet at www.purchasing.ri.gov.

The initial contract period (base year) is anticipated to begin by December 2016 and continue through November 30, 2017. Contracts may be renewed for up to an additional two (for CHT) and an additional four (for SBIRT) 12-month periods based on vendor performance and the availability of funds.

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

INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS

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 procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content shall be borne by the vendor. The State assumes no responsibility for these costs.
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 herein.
6. Proposals misdirected to other state locations, or which are otherwise not present in the Division at the time of opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division.
7. 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. Joint venture and cooperative proposals will not be considered.

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.

8. All proposals should include the vendor's FEIN or Social Security number as evidenced by a W9, downloadable from the Division's website at www.purchasing.ri.gov.
9. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.
10. Vendors are advised that all materials submitted to the State for consideration in response to this RFP will be considered to be Public Records as defined in Title 38, Chapter 2 of the General Laws of Rhode Island, without exception, and will be released for inspection immediately upon request once an award has been made.
11. 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.
12. Equal Employment Opportunity (G.L. 1956 § 28-5.1-1, et seq.) – § 28-5.1-1 Declaration of policy – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies to all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation.
13. In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the successful vendor(s).
14. The vendor should be aware of the State's Minority Business Enterprise (MBE) requirements, which address the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information visit the website www.mbe.ri.gov
15. 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 Contractor qualifies as a business associate, it will be required to sign a HIPAA business associate agreement
16. In order to perform the contemplated services related to the Rhode Island Health Benefits Exchange (HealthSourceRI), the vendor hereby certifies that it is an "eligible entity," as defined by 45 C.F.R. § 155.110, in order to carry out one or more of the responsibilities of a health insurance exchange. The vendor agrees to indemnify and hold the State of Rhode Island harmless for all expenses that are deemed to be unallowable by the Federal

government because it is determined that the vendor is not an “eligible entity,” as defined by 45 C.F.R. § 155.110.

SECTION 2: BACKGROUND

Funding for this project comes from two sources, a three-year State Innovation Model (SIM) Test Grant from the United States Department of Health and Human Services (HHS), Centers for Medicaid and Medicare Services (CMS) and a five-year discretionary grant from HHS, Substance Abuse and Mental Health Services Administration (SAMHSA). As described above, there are two sources of funding: a SAMHSA grant to support SBIRT and the SIM dollars from CMS to support CHTs. While these blended funding streams will provide for an exciting new opportunity to improve Rhode Islanders’ overall health, there are some separate requirements delineated in this RFP. All respondents to this RFP will be required to meet the requirements of both funding sources.

Within Rhode Island, several initiatives are underway to facilitate healthcare system transformation and promote the integration of healthcare to achieve better physical and behavioral health outcomes. The Rhode Island State Innovation Model (SIM) Test Grant Operational Plan includes an initiative to expand the capacity of Community Health Teams (CHTs) and the Rhode Island Screening, Brief Intervention, and Referral to Treatment Grant (SBIRT) aims to expand the practice of screening patients for substance use disorders, including referral to treatment when needed. The SIM CHTs and the SBIRT program are mutually supportive in both design and goals of practice transformation, care integration and coordination, and population health improvements. In general, all of Rhode Island’s system transformation efforts are focused on achieving the Triple Aim:

- Continuously improving Rhode Islanders’ experience of care (including improved quality and patient satisfaction);
- Enhancing the physical and behavioral health of all Rhode Island’s population; and
- Reducing the per capita cost of healthcare for our Rhode Island residents.

This Request for Proposal aligns with the guiding principles of the Rhode Island’s SIM Operational Plan and Integrated Population Health Plan. In support of improved health for all Rhode Islanders, both the SIM Operational Plan and Population Health Plan seek to:

1. Make investments that better integrate behavioral health and physical health.
2. Change the focus of the health care payment system toward value and less on volume.
3. Increase use of data to provide feedback to policy makers, providers and consumers about quality of care, outcomes and cost/benefits of specific health care interventions.
4. Address the social and environmental determinants that affect the overall health of individuals.
5. Empower consumers, both individuals and families, to assume greater control and choice over their own health care.
6. Support health care providers who are embarking on practice transformations that emphasize value over volume and providing services in the least restrictive settings possible (such as community-based versus hospital interventions).
7. Identify and address disparities in health outcomes across various population groups or communities.

Below, is a description of the State’s models and goals for CHTs and SBIRT, including additional information on the State’s vision for the combined project and the requirements for the prime

vendor (including the sub-contractors) who would carry out the consolidation and implementation of these conjoined projects.

Funding is available to conduct the following tasks:

- Establish a consolidated operations model for CHTs and SBIRT to ensure the projects are implemented in an integrated fashion, with overlapping goals, staffing approaches, data collection and analysis, information sharing (e.g., using the health information exchange), and outcomes;
- Implement SBIRT in ten to twelve clinical settings throughout Rhode Island (including primary care sites, at least one hospital emergency department, and the Department of Corrections);
- Establish two to three additional CHTs serving Rhode Islanders with greatest clinical needs;
- Coordinate SBIRT and CHT activities (especially in clinical settings participating in both activities); and
- Provide technical assistance, tools, and training for all CHTs in Rhode Island, with input from CHTs and their staff.

COMMUNITY HEALTH TEAMS

Community health teams (CHTs) are a critical component of Rhode Island's SIM Operational Plan. CHTs have the potential to facilitate coordinated and integrated care (using dashboards, screenings, and other tools) while attending to the whole person (i.e., both physical and behavioral health needs). Currently in Rhode Island, there are several different models for CHTs, with variability in their location (throughout the state), organizational structure, affiliation (with healthcare providers or carriers), and services provided. Rhode Island's current teams all focus on servicing high-risk and/or high-cost individuals.

In order to maximize improvements in Rhode Island's population health, address and improve our social and environmental determinants of health, and make progress in eliminating health disparities within our state, Rhode Island SIM believes that additional CHT services also should be focused on those patients with the greatest clinical needs. The SIM Steering Committee established the following criteria to assist in the identification of individuals considered likely to have the greatest unmet needs and therefore the likelihood to benefit the most from CHT services:

- Individuals who have three or more known chronic conditions;
- Individuals who have two or more special healthcare needs (i.e., disabilities);
- Individuals with substance use disorder and at least one other co-morbid physical or behavioral health condition;
- Individuals who are not accessing primary care regularly; and
- Individuals who have had three or more in-patient or emergency department visits within six months.

CHTs currently serve as extensions of the primary care medical home, helping patients meet unaddressed social, behavioral, and environmental needs that have an impact on physical or behavioral health. Overall, CHTs serve these critical functions:

- Improve population health by increasing the ability of patients and families to access appropriate community services and resources to address identified social, behavioral, environmental and complex medical needs that have an impact on health;

- Support healthcare providers in transitioning to value-based systems of care by helping their practices actively engage patient or families who are at high risk;
- Inform healthcare providers about how improving the health of their patient population can be facilitated through CHTs, patient-centered care, simultaneous treatment of behavioral and physical health needs, and addressing patients' social needs;
- Enhance primary care by extending its reach into the community by providing services in patients' homes or other convenience settings to help increase quality of care, improving coordination of care, and reducing or controlling related costs and expenditures;
- Support patients in accessing primary, specialty, and behavioral healthcare, carrying out treatment and self-management plans, and addressing barriers to obtaining care; and
- Enhance patient care by offering and encouraging patients to enroll in the statewide Health Information Exchange (i.e., CurrentCare), by sharing information electronically using CurrentCare, and by providing patient education in various formats that meet the language and literacy needs of patients and/or caregivers.

Most existing Rhode Island CHTs employ community health workers (CHWs), who serve in roles such as patient navigators, care coordinators, or resource specialists. Adding to the already established workforce of Certified Peer Recovery Specialists, CHWs are a newly certified workforce—all serving to more effectively improve a patient's overall health by addressing behavioral health and other social and environmental factors that most significantly impact health outcomes. Many teams also include a licensed behavioral healthcare provider or nurse care manager who is a community-based licensed health professional (CBLHP). Some CHTs include specialty CHWs (such as those certified in another specific role/program) or specialty CBLHPs (such as licensed professionals in pharmacy or nutrition as well as healthcare professionals serving as health educators). As mentioned, an equally important workforce component for addressing behavioral health needs of patients are Certified Peer Recovery Specialists who are similar in functionality to CHWs, except these staff members do not need dual certification and focus on substance abuse given their own lived experience. This resource may also be included on a CHT. The diversity of roles within CHTs allows for a range of mechanisms for extending health services from the healthcare setting into the patient's community to be established, contributing to ongoing health system transformation efforts.

See **Attachment II** for more details on the description and composition of CHT staff.

SBIRT IN CLINICAL SETTINGS

Substance use disorders have a serious impact on the quality and function of the lives of individuals, including the strength of their family support systems, and their community attachments. Devastating consequences of substance use disorders range from increased violence in homes and academic difficulties for youth, to car crashes and life-threatening overdoses. Substance use and mental health disorders can prevent individuals from reaching a state of personal health or "whole" health. In comparison to national figures, Rhode Island's substance use disorder rates and general mental health issues are statistically higher for a number of populations. Evidence from earlier SBIRT initiatives indicates that early identification and intervention in a healthcare setting can reduce and prevent more serious and expensive consequences of substance use in the general population.

Rhode Island's current challenges and the value of SBIRT led the State to apply for an SBIRT grant from SAMHSA in 2016, and the SIM Steering Committee had included funding for SBIRT training in its 2016 decision-making as well.

As noted above, the similarities in focus for both the SBIRT and CHT projects led to this development of a combined SBIRT/CHT RFP. The ability of both SBIRT sites and CHTs to adequately serve clients to address social, behavioral, and environmental determinants of health depend upon the existence of adequate referral processes, social services, interagency relationships, and supports within the larger community setting.

RI-SBIRT goals related specifically to patient care in Rhode Island include:

- Reducing substance use-related morbidity and mortality and the prevalence of substance use disorders;
- Reducing opioid and alcohol use/consumption;
- Increasing abstinence from alcohol, drugs and prescription drug misuse; and
- Reducing costly healthcare utilization.

The systemic focus of the RI-SBIRT project is to train and support healthcare workers in the use of SBIRT to promote health and prevent and treat substance use disorders for patients seen in their clinical settings and to integrate medical and behavioral health practices into an efficient, effective system of care that addresses individuals in a holistic manner. SBIRT sites will be supported in employing a team model of care, including SBIRT Screeners and SBIRT Resource Specialists. SBIRT Screeners are trained in administering validated screening tools for alcohol, drug, and prescription misuse disorders (as well as for tobacco use, marijuana use, and depression), performing Brief Intervention (an evidence-based approach that includes components of motivational interviewing to encourage individuals to reduce risky substance use behaviors), and collecting baseline data. SBIRT Resource Specialists coordinate expedited referrals for patients in need of substance use treatment, conduct follow-up with patients during and after treatment to collect data on patient outcomes, and assist in connecting patients to other needed services beyond substance use treatment (when applicable).

BHDDH has worked with substance abuse treatment providers in the community to develop MOUs/MOAs that help assure the availability of community services required for SBIRT. BHDDH is committed to working with the chosen vendor on continued access to these referral services.

Eligible SBIRT clinical settings are healthcare settings in Rhode Island serving individuals at higher risk for substance use disorder and unmet treatment needs. All SBIRT clinical settings must be HIPPA covered entities. Examples of eligible clinical sites include: primary care sites located in; located in Health Equity Zone geographies (i.e., Woonsocket, Pawtucket/Central Falls, Providence, Bristol/Warren, West Warwick, and South County) where communities have identified substance use treatment as a community need; Federally Qualified Health Centers; hospital emergency departments within these geographies; and the Department of Corrections. Existing and/or proposed CHT primary care sites are also eligible to be SBIRT clinical site(s).

Through this RI-SBIRT approach, the state aims to maximize implementation of interventions and support systems that integrate physical and behavioral healthcare for Rhode Islanders.

See **Attachment II** for more information on proposed models for composition, operation, and interaction of CHTs and SBIRT sites. See **Attachment V** for current listing of known CHTs and associated sites. See **Attachment VI** for the GPRR Reporting Requirements.

ELIGIBILITY REQUIREMENTS

Eligible applicants for this procurement are community-based, non-profit organizations, charitable organizations, units of local government, for-profit organizations, and private and public colleges and universities. Applicants applying for funding through this RFP must have a smoke-free workplace policy in place in all facilities. The successful applicant(s) will need to demonstrate adherence to standards for Culturally- and Linguistically-Appropriate Services (CLAS) as defined by the Office of Minority Health. (Cultural competence webpage <http://www.samhsa.gov/capt/applying-strategic-prevention/cultural-competence>). Improving cultural and linguistic competence is an important strategy for addressing persistent behavioral health disparities experienced by diverse communities, including lesbian, gay, bisexual, and transgender populations as well as racial and ethnic minority groups. These diverse populations tend to have less access to prevention services and poorer physical and behavioral health outcomes.

SECTION 3: SCOPE OF WORK

GENERAL OVERVIEW

This solicitation seeks to create more integrated physical and behavioral health services in Rhode Island by increasing the capacity for primary care practices, emergency departments of hospitals, and the Department of Corrections to identify individuals with significant physical and behavioral health needs, coordinate their care effectively, and refer them to programs to assist in addressing additional treatment and/or social service needs.

Described throughout this RFP, the project creates a vehicle for integration and coordination between newly created CHTs and the implementation of new SBIRT capacity throughout Rhode Island under the mantle of one prime vendor which shall serve as the consolidated operational lead for the project. The prime vendor shall seek sub-contracting agencies which house CHT, or SBIRT staff, or a combination of the two. The State's goal is to meld these projects to provide as seamless a set of integrated physical and behavioral services (including follow-up) as possible for Rhode Islanders with the greatest unmet clinical or social service needs.

In order to reach these outcomes, the State has established a combined RFP for the SIM CHTs and BHDDH RI-SBIRT projects. The purpose of this combined approach is to establish a sustainable model for consolidated operations of these two community-based health interventions within Rhode Island's health system. This RFP will invest the money allocated for SBIRT sites and additional CHTs to meet significant, unmet need as determined by SIM and other relevant data from community partners and state agencies. The tasks to be undertaken by the vendor chosen for this RFP are to:

- Establish a consolidated operations model (see Attachments II and III) for CHTs and SBIRT to ensure the projects are implemented in an integrated fashion, with overlapping goals, staffing approaches, data collection and analysis, information sharing (e.g., using CurrentCare, the statewide health information exchange), and outcomes;
- Implement SBIRT in ten to twelve clinical settings throughout Rhode Island (including primary care sites, at least one hospital emergency department, and the Department of Corrections);
- Establish two to three additional CHTs serving Rhode Islanders with greatest clinical needs;

- Coordinate SBIRT and CHT activities (especially in clinical settings participating in both activities); and
- Provide technical assistance, tools, and training for all CHTs in Rhode Island, with input from CHTs and their staff.

The state has established the following overarching considerations to guide site selection and the development of proposals that will meet the state’s goals for health system integration within primary care:

Community Health Team Considerations

- Additional CHTs should be multi-disciplinary, connected with primary care (meaning an extension of at least one practice into the community setting), and payer agnostic, meaning that any Rhode Islander can receive services from them regardless of who their health insurance carrier is or if they are uninsured;
- CHTs should focus on primary care practices located in underserved communities that are not currently served by a CHT in the state and that have large high-risk populations (as defined on page eight);
- At least one staff member in each the CHTs developed as part of this RFP must be trained and dedicated to provide SBIRT screening and resource referral; and
- The composition of the CHT staff (including those embedded in SBIRT sites) should meet the minimum standards (noted on page eight) and reflect the needs, language preferences, and/or diversity of the community being served.

SBIRT Considerations

- SBIRT clinical settings are health care settings in Rhode Island serving individuals at higher risk for substance use disorder and unmet treatment needs. Examples of eligible clinical sites include: primary care sites located in Health Equity Zone geographies (Woonsocket, Pawtucket/Central Falls, Providence, Bristol/Warren, West Warwick, and South County) where communities have identified substance use treatment as a community need; Federally Qualified Health Centers, hospital emergency departments, and the Department of Corrections;
- Collectively SBIRT sites should have the capacity to conduct a total of 250,000 SBIRT screenings (and data collection) of Rhode Islanders over a five-year period;
- At least one emergency department and the Department of Corrections must be included as SBIRT clinical sites;
- SBIRT screening and referral to treatment should also be accessible to all individuals regardless of insurance; and
- SBIRT staff shall complete GPRA survey for all individuals screened. The extent of the GPRA survey is determined by the service received (i.e. individuals who are screened only complete the demographic sections of GPRA where as individuals referred to treatment need a full GPRA).

Additional Preferences

The State has established the following additional preferences to assist applicants with developing proposals that demonstrate resource sharing and the potential for sustainability. The State encourages:

- SBIRT clinical sites and additional CHTs that are geographic in nature with a strong place-based focus (i.e., providing referral services where people live, work, learn and play);
- SBIRT clinical sites that already have or are willing to identify existing staff (e.g., medical assistants, etc.) to be SBIRT Screeners. Please note: The State will provide training (at no additional cost) to existing staff at an agency where those staff add SBIRT activities to their current work responsibilities. However, the only staff who can be funded with new SBIRT funding must spend at least 50% of their time on SBIRT activities;
- CHTs to provide their services to SBIRT clinical sites that do not currently have access to a CHT, in order to address co-morbidities;
- Existing CHTs (and affiliated practices) associated with any RFP applicant that demonstrate the desire to be an SBIRT clinical site and have SBIRT specialty CHWs within the community;
- Intention to utilize HEZ resources, existing community assets, and the Community Health Network referral system for chronic disease management;
- Commitment to encouraging and supporting CHW certification for existing and new CHWs; and
- Commitment to supporting the inclusion of Certified Peer Recovery Specialists, as applicable, and for the development of specialty CBLHPs within SBIRT/CHT sites, such as Certified Tobacco Treatment Specialists, Diabetes Prevention Program, Chronic Disease Self-Management Educator, or Diabetes Self-Management Educator Staff, and/or Narcan Educators, is also recommended.

PROGRAM TASKS

The Rhode Island Health System Integration: Coordinating Community Health Teams (CHT) and Screening, Brief Intervention, and Referral to Treatment (SBIRT) Sites RFP is comprised of six major tasks:

Task 1: Consolidated Operations Management

Establish a consolidated operations model for CHTs and SBIRT to ensure all activities are run in an integrated fashion, with overlapping goals, staffing approaches, data collection and analysis, information sharing (e.g., using the statewide Health Information Exchange) and outcomes. This includes hiring a Project Director and Data Manager. The development of a viable consolidated operations model for CHTs and SBIRT includes project management; direction of all CHT and SBIRT teams; data/HIT management; policy development; collaboration with sub-vendors; and collaboration with other key partners, including the statewide Health Information Exchange (i.e., CurrentCare), SIM/SBIRT evaluators (including metrics data submission to national funders and intervention evaluation data required by state-level evaluators), and the SBIRT Training and Resource Center. Lead Consolidated Operations staff will participate in the Policy Steering Committee and relevant SIM meetings.

The prime applicant for this procurement will run the consolidated operations for this *Rhode Island Health System Integration Project*. The national and state-level evaluations, the development of a centralized tool to electronically administer, score, and share SBIRT results within the Health Information Exchange, and the Training and Resource Center will be separately procured and funded and are not covered in this RFP. Regarding the development of a centralized tool to electronically administer, score, and share SBIRT results within the Health Information Exchange, the prime applicant will be responsible for assessing SBIRT and CHT sites to identify their ability to collect, share, and report required data using Health Information Technology (HIT)

within their workflow. In addition, the prime applicant will be expected to collaborate with the state's SBIRT/CHT Project Manager (to be hired by the State) and the Health Information Exchange entity on the HIT assessments and when recommending site-specific preferences and options for incorporation of the centralized, electronic data collection tool. See **Attachment IV** for a detailed example of Task 1, including sub-tasks, and expected outputs.

Task 2: SBIRT-Implementation

Implement SBIRT in ten to twelve clinical settings throughout Rhode Island (including primary care sites, at least one hospital emergency department, and the Department of Corrections (DOC)- all sites must be HIPPA covered entities). The implementation of SBIRT screening must include 10-12 practice sites, with up to 24 staff members dedicated to the project as SBIRT Screeners and SBIRT Resource Specialists (described more fully below). These staff members can be new hires or the prime vendor/sub-vendors can reassign existing staff (at least 0.5 FTE) to meet project responsibilities and goals:

RI-SBIRT Site Responsibilities

- Over a five-year period, all sites will collectively screen (and collect data for) 250,000 Rhode Island adults (age 18 and older) for alcohol, drug, and prescription misuse disorders, as well as for tobacco use, marijuana use, and depression;
- For those who screen positive, provide on-site brief intervention and refer to appropriate off-site treatment within 48 hours, as applicable;
- Upon discharge from treatment, ensure follow-up and linkages to additional services that address other identified needs (i.e., other health determinants);
- Using the Services Accountability Improvement System (SAIS) provided by SAMHSA's Center for Substance Abuse Services, conduct post-Grant Performance and Result Act (GPRA) surveys with SBIRT participants. GPRA was passed in 2011 and requires all federally funded grants to collect performance data;
- Through partnering with CurrentCare, the vendor will be required to conduct an HIT assessment for automating the collecting and sharing SBIRT screening and results with all associated sites; and
- While cooperating with the evaluator vendor, participate in all aspects of the evaluation to ensure fidelity to the model.

RI-SBIRT Site Goals

- **Goal 1:** Improve the behavioral health outcomes for adults with substance use disorders.
- **Goal 2:** Increase access to screening services to adults within primary care/health clinic settings, emergency departments and the DOC.
- **Goal 3:** Sustain and expand SBIRT throughout the state by integrating it into Rhode Island's practice transformation work, HIT infrastructure, policy initiatives, as well as payment reform implementation.
- **Goal 4:** Build data sharing capacity between SBIRT sites and other healthcare providers (e.g., CHTs or treatment sites) to support informed decision-making and reduce duplicative screenings. Implement comprehensive CurrentCare enrollment and access strategies for all SBIRT sites.
- **Goal 5:** Assure SBIRT sites' capability to implement electronic SBIRT screening that includes electronically capturing, scoring, and sharing SBIRT data in ways that are informed by SBIRT site HIT assessments (including but not limited to options for integrating SBIRT screening forms directly into a site's EHR, sharing results through

CurrentCare, or utilizing a centralized electronic SBIRT screening tool implemented by the statewide health information exchange.

- **Goal 6:** With state partners and the Health Information Exchange entity, implement automated data collection and reporting of SBIRT GPRA surveys using the Services Accountability Improvement System (SAIS). The state will provide access to SAIS.

Task 3: CHT Implementation

Establish two to three additional CHTs serving Rhode Islanders with greatest clinical needs. The development of at least two new CHTs must be comprised of at least one Community-Based, Licensed Health Professional, at least two CHWs, and at least one CHT member who is trained in SBIRT screening and resource referrals (e.g., an SBIRT specialty CHW) per team. CHTs must work directly with referred patients in the home or the community to address factors that impact health, including social, behavioral, and environmental determinants of health. CHTs may determine that the best ways to have an impact on social determinants of health include establishing partnerships with existing sources of specialized Community-Based Licensed Health Professionals (e.g., Certified Tobacco Treatment Specialists) and Specialty CHWs (e.g., Diabetes Prevention Program Staff) or partnering with other infrastructure leads (e.g., Health Equity Zones, Community Health Network) to ensure the ability to address the communities' identified needs.

Task 4: SBIRT/CHT Coordinated Planning and Evaluation

Coordinate SBIRT and CHT activities (especially in clinical settings participating in both activities) with strong, ongoing coordination between CHTs, SBIRT clinical sites, and SBIRT treatment sites, including communication about patient referrals, follow-up, and outcomes between these entities. Vendor should plan and budget for incentives (\$20-25) for all SBIRT-related follow-up at six months. (The state estimates that there would be a need for approximately 20,000 cards.) The sites should also collaborate with evaluation vendors, the State's Health Information Exchange, the SBIRT Training and Resource Center, and others for project implementation. In particular, the vendor will cooperate in the evaluation of CHT return on investment studies, inclusion of clinical quality measures for CHTs, and the review of proposed financial models or viable reimbursement strategies for long-term sustainability.

Task 5: CHT/SBIRT Technical Assistance and Enhancements

Provide technical assistance, tools, and training for all CHTs in Rhode Island, with input from CHTs and their staff. This includes the identification and provision of enhancements (i.e., a set of trainings, tools, and/or supports) for all existing CHTs, leveraging input from the State, CHT leadership, and SBIRT Training and Resource Center. Enhancements that are identified/proposed should reflect the need to continue professional development of CHWs in the areas of health screening, data collection, and information sharing. As an example, this could include promotion of community health worker (CHW) certification, provision of SBIRT training across all CHTs using the SBIRT Training and Resources Center, or trainings to be delivered to providers about CHT value and practice transformation linkages. Additionally enhancements that provide access to additional, centralized infrastructure that meets an identified need of many CHTs may be included. This may include access to pharmacy consultation or a public health dental hygienist for all CHTs if a need for such access is demonstrated. This may also include a mechanism to reduce duplication of effort by creating a system to query whether or not an individual has already been engaged with another CHT prior to initiating another engagement attempt.

Task 6: Special Enhancement Activities

Conduct special enhancement activities as needed. In addition to the tasks identified above, should additional funding become available the State reserves the option to direct the regions 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. The decision to use services under this Special Enhancement will be solely at the State's request, and will be for specific enhanced activities not already included under the RFP. These optional activities will be defined, and agreed to in writing, by both the State and the vendor, before any enhanced work begins. There is no commitment on the part of the State to use any or all special projects/enhanced activities. All bidders must bid on the Special Enhancement using the hourly rates established in the award. Tasks should be bid and paid on a fully-loaded, time and materials basis for all personnel and subcontractors used to complete 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 enhanced activities without receiving a formal change order issued by the Division of Purchases.

PROGRAM METRICS AND TARGETS

The following program metrics and targets have been established as part of this scope of work:

SBIRT Metric 1.1: Annual percentage of adults screened and receiving brief interventions who have positive GPRA outcomes. See the SBIRT Funding Opportunity Announcement for a description of positive GPRA outcomes: <http://www.samhsa.gov/grants/gpra-measurement-tools/csat-gpra/csat-gpra-discretionary-services>

- Target: By the end of the project, 70 % of adults screened and receiving brief interventions will have positive GPRA outcomes as identified by CMS.

SBIRT Metric 1.2: Annual percentage of adults screened and receiving brief treatment or referral to treatment will have positive GPRA outcomes.

- Target: By the end of the project 70 % of adults screened and receiving brief treatment or referral to treatments will have positive GPRA outcomes.

SBIRT Metric 1.3: Quarterly percentage of adults receiving referral for tobacco referred to Quit Works.

- Target: 80 % of adults receiving referral for tobacco will be referred to Quit Works.

SBIRT Metric 1.4: Quarterly number of staff (SBIRT Screeners and SBIRT Resource Specialists hired/dedicated, trained by the SBIRT Training Center, and screening at sites.

- Target: By the end of the year one, up to 24 staff (SBIRT Screeners and SBIRT Resource Specialists) will be hired or reassigned, trained by the SBIRT Training Center, and screening at the sites.

SBIRT Metric 1.5: Quarterly number of selected sites with full SBIRT implementation.

- Target: By the end of year one, SBIRT will be fully implemented in all ten to twelve of the selected sites.

SBIRT Metric 1.6: Quarterly number of adults SBIRT screened for alcohol, drug, and prescription misuse disorders, as well as for tobacco use, marijuana use, and depression.

- Target: By the end of year one, 30,000 adults will be screened for alcohol, drug, and prescription misuse disorders, as well as for tobacco use, marijuana use, and depression. Over 250,000 adults will be screened over the five-year period. Please note that any given adult may only count as screened once per year.

SBIRT Metric 1.7: Quarterly percentage of patients screened for SBIRT who were then offered enrollment in CurrentCare.

- Target: 100% of patients not previously enrolled who enroll or opt-not to enroll.

SBIRT Metric 1.8: Quarterly percentage of SBIRT sites that submit all required data.

- Target: 100% per quarter. Initial submission will likely be done using spreadsheets and databases until translation into electronic means becomes fully operational.

SBIRT Metric 1.9: Quarterly number of healthcare providers and community health workers trained in SBIRT by the SBIRT Training and Resource Center.

- Target: At least the 24 SBIRT staff referenced in the Scope of Work. Target may increase based on provider feedback. Please note the SBIRT Training and Resource Center will be procured separately from this RFP.

CHT Metric 1.1: Quarterly number of active SIM-funded CHTs.

- Target: At least two teams assembled by mid-year of year one.

CHT Metric 1.2: Quarterly percentage of new, SIM-funded CHTs actively seeing patients in Rhode Island.

- Target: 100% by third quarter of year one.

CHT Metric 1.3: Quarterly number of unique practices utilizing new, SIM-funded CHTs.

- Target: At least more than one practice per CHT. Target may change, based on applicant proposals.

CHT Metric 1.4: Quarterly number of CHTs participating in the statewide CHT consolidated operations model.

- Target: At least the two SIM-funded CHTs participating. Long-term goal, aside from the SIM objectives is to general increase the number of CHTs and to make Consolidated Operations available to any CHT within the state that would like to participate.

CHT Metric 1.5: Quarterly percentage of completed data reports submitted by consolidated operations team.

- Target: 100% per quarter.

CHT Metric 1.6: Quarterly number of sites provided with education/training about practice transformation and CHT benefits.

- Target: At least 10-12 sites per year for three years.

CHT Metric 1.7: Quarterly percentage of tools and assessments made available to all CHTs in RI that are adopted by intended CHT recipients.

- Target: 80% uptake rate among intended recipients per tool/assessment.

CHT Metric 1.8: Quarterly percentage of patients referred to applicable CHTs who received services (A: SIM-funded; B: Non-SIM-funded).

- Target: 100% of patients for both A and B.

CHT Metric 1.9: Monthly number of unique patients reached and cumulative patient visits provided by SIM-funded CHTs.

- Target: At least 400 patients per CHT annually. Patient visit target to be determined based on population of CHT. Target may change, if needed.

CHT Metric 1.10: Quarterly percentage of patients referred to and seen by applicable CHTs who then are offered enrollment in CurrentCare.

- Target: 100% of patients not previously enrolled who enroll or opt-not to enroll.

CHT Metric 1.11: Quarterly percentage of patients referred to and seen by applicable CHTs who then received an annual influenza vaccination.

- Target: 100% of those for whom vaccination is recommended. This measure may change based upon ongoing CHT Program Development Committee feedback.

CHT Metric 1.12: Quarterly number of Community Health Workers certified through the Rhode Island Certification Board.

- Target: 100% of CHT-employed CHWs.

CHT Metric 1.13: Quarterly percentage of CHTs employing Certified Community Health Workers.

- Target: 100% of CHTs participating in Consolidated Operations.

CHT Metric 1.14: Quarterly number of patients in provider panels for whom referrals to CHTs participating in Consolidated Operations can be made.

- Target: To be determined, in consultation with SIM Evaluation Vendor.

CHT Metric 1.15: Quarterly percentage of RI residents with access to CHT (SIM-funded and Existing).

- Target: To be determined, based on identified high-risk population(s) associated with all CHTs through the CHT Program Development Committee.

CHT Metric 1.16: Quarterly number of SBIRT Screenings provided by SIM-funded CHTs in the community setting.

- Target: To be determined, based on identified high-risk population(s) associated with SIM-funded CHTs and SBIRT Staffing Models selected.

CHT Metric 1.17: Quarterly number of SBIRT Referrals (including types) coordinated by SIM-funded CHTs.

- Target: To be determined, based on identified high-risk population(s) associated with SIM-funded CHTs and SBIRT Staffing Models selected.

CHT Metric 1.18: Quarterly number of Post-Treatment Support Referrals (including types) coordinated by SIM-funded CHTs.

- Target: To be determined, based on identified high-risk population(s) associated with SIM-funded CHTs and SBIRT Staffing Models selected.

STAFFING OPTIONS FOR SBIRT/CHT SITES

With respect to staffing of proposed CHTs and RI-SBIRT sites, the table below describes the options that exist. The vendor is expected to work with each proposed clinical site to select the option that works best for each site. It is highly recommended to limit the number of clinical sites that fall into Option Four in order to meet the five-year goal of screening 250,000 adults using SBIRT and to make use of the funding available through SAMHSA for SBIRT. The options delineate staffing needs, both on-site and off-site for the following options:

- Option One pertains to a proposed clinical site that will perform SBIRT screening only.
- Options Two and Three pertain to a proposed clinical site that will perform SBIRT screening and be affiliated with a CHT.
- Option Four pertains to a proposed new or existing CHT site that will only perform SBIRT screening as part of the CHT within the community.

Staffing Options for SBIRT

OPTION	SITE TYPE	CLINICAL SBIRT SITE	CHT	NOTES
Option 1	SBIRT ONLY	SBIRT Screener	None	Recommend partnering with an existing CHT for other referrals.
		SBIRT Resource Specialist		
Option 2	SBIRT + CHT	SBIRT Screener	Community-Based Licensed Health Professional (1)	*The SBIRT specialty CHW is trained as both a Screener and Resource Specialist, serving CHT and SBIRT sites. Other staff do not need SBIRT Training for this option. **SBIRT Resource Specialist and/or other CHT members must be trained as SBIRT Screeners for this option.
			Community Health Workers (2)	
			SBIRT Specialty CHW* (Supports SBIRT Off- Site) OR SBIRT Resource Specialist** (Supports SBIRT Off-Site)	
Option 3	SBIRT + CHT	SBIRT Screener	Community-Based Licensed Health Professional (1)	***SBIRT Resource Specialist serves CHTs. Other CHT members must be trained as SBIRT Screeners for this option.
		SBIRT Resource Specialist*** (On-Site CHT Member)	Community Health Workers (2)	
Option 4	CHT ONLY	None	Community-Based Licensed Health Professional (1)	****In lieu of SBIRT Specialty CHWs, existing CHT staff can be trained as SBIRT Screeners and Resource Specialists. SBIRT Specialty CHWs should be shared as part of the CHT across the CHT's practice sites on an as-needed SBIRT screening basis.
			Community Health Workers (2)	
			SBIRT Specialty CHW**** (Supports SBIRT Site)	

SECTION 4: TECHNICAL PROPOSAL

NARRATIVE AND FORMAT

The separate technical proposal should address each of the required elements specifically. The proposal should be no longer than twenty pages in length, excluding the project management timeline, applicable resumes, and letters of commitment.

- **Capability, Capacity, and Qualifications of the Offeror (10 points):**
The Offeror may be a 501(c) 3, government entity, or for-profit organization.
 - Please provide a detailed description of the Vendor's experience in project and fiscal management as well as other experience that would inform your ability to provide the services listed above.
 - Please provide descriptions of current or past experiences of the vendor (and any sub-vendors) as related to the development and implementation of behavioral health and

community health programs or other similar clinical- and community-related functions.

- Please propose a suggested project management timeline for 100% implementation by 1/31/17. This includes milestones for implementation and deployment of the CHTs, SBIRT sites, and other timeline for implementation of the operational components of this RFP, such as education/training, pilot testing of technology/tools, and cooperation with evaluators.
- Please provide three references, including names and contact information, regarding your agency's ability to perform the tasks mentioned in the above bullets.

• **Work Plan Quality, Feasibility, and Comprehensiveness (20 points):**

Describe in detail, the framework within which requested services will be performed. The following elements must be included:

- Please describe, by task, the how the work outlined within this RFP will be organized and the model that the vendor/sub-vendors will implement. This includes the methods used to identify all sites and the respective populations to be served. Please also include the process to conduct the HIT assessment of SBIRT and CHT sites for electronic data collection, submission, and reporting.
- Please provide a narrative describing how you will incorporate the principles listed in the background section of this RFP (specifically the Considerations and Preferences on pages 10-11) into the creation of your additional CHTs, SBIRT sites, and other collaborations.
- Please include a description of how you incorporated the high-risk criteria into the selection of each CHT/SBIRT site. This includes the target population whom you intend to provide service to, the geographic coverage of the proposed sites, and the staffing options to be used per site.
- Please detail and describe how all time-sensitive tasks will be accomplished within the timeframes proposed in the Scope of Work.
- Please describe the vendor's ability to hire, train, and place the required staff in the appropriate health settings within the identified communities of focus, including timeline and process for hiring.
- Please describe the process by which the HIT assessment will be conducted, what elements will be included, and any other relevant HIT information pertinent to the data collection needs.

• **Staffing Plan and Personnel Qualifications (12 points):**

Please describe the following:

- Please explain how the proposed SBIRT clinical sites, CHT practices, and CHT team members will be organized and how this approach matches the needs of the community or communities that will be served (e.g., number and types of community-based licensed health professionals, languages spoken by team members, specialty staff included).
- Please describe how your approach will be flexible enough to meet the changing and/or projected community needs.
- Please explain how the SBIRT sites and CHT practices/teams will be able to connect effectively to treatment sites and specialty resources/programs needed by patients served (e.g., services in chronic disease, behavioral health, tobacco, or obesity).
- Please provide detailed job descriptions, including qualifications as described in this proposal, proposed staff resumes/CV, description of qualifications and experience of

key staff including their experience with the provision of community-based prevention and healthcare transformation services. (Resumes are not counted in the page requirements.) Note, if selected, all changes in key staff must receive prior approval from BHDDH.

- Please highlight any experience with the development of community health teams, training of community health workers, and maintenance and ongoing implementation of all community health team functions. Provide examples of data collection/evaluation processes used by staff.
- **Intention to Partner and Letters of Commitment (13 points):**
Please describe the following:
 - Please describe, in detail, the expected collaboration between SBIRT-only sites, joint SBIRT/CHT sites, CHT-only sites, and other CHTs.
 - Please describe any additional collaborations and partnerships to be leveraged (e.g., Health Equity Zones (HEZ) and the Community Health Network). Describe the services you would expect from the SBIRT Training and Resource Center (which will be procured separately.)
 - Please provide letters of commitment from all proposed partners that describes the expected collaboration as well as from community organizations with whom you will work. (Letters of commitment are not counted in the page requirements.)
- **Evaluation Approach and Sustainability Plan (10 points):**
The state is procuring the overall evaluation of the CHTs and the SBIRT project separately. However, the vendor remains responsible for the day to day oversight and quality improvement for the project.
 - Please define the approach to developing an internal mechanism to incorporate continuous quality improvement on the consolidated operations model and project implementation.
 - Please provide any relevant baseline data (e.g., patient population, expected reach, etc.) from practices as they relate to the project and population(s) being targeted.
 - Please outline experience with the GPRA tool as described in the SAMHSA RFA (Attachment VI) and the ability to work within the project evaluators procured separately through SIM and SBIRT.
 - Please include any internal evaluation questions, planned data collection methods, and/or internal performance or clinical metrics you intend to include as part of ongoing project monitoring of CHTs, SBIRT sites, and other sub-vendors.
 - Please provide a timeline for jointly developing a sustainability plan for ongoing support for CHT and SBIRT services beyond years three and five respectively. This can include a proposed timeline to support certification of CHWs and other specialty training for licensed health professionals.
- **Leveraging Resources (5 points):**
Please describe the following:
 - Please describe in detail, any resources/funding that you will leverage within existing infrastructure, partnerships, and/or other sources. Examples include utilizing existing clinical site staff for SBIRT screening, expanding existing CHTs to provide services to SBIRT patients who screen positive and currently don't have access to a CHT,

- increasing the CHTs in consolidated operations, and linking SBIRT/CHTs with the HEZ, Community Health Network, Certified Peer Recovery Specialists, etc.
- Please describe the importance of this contribution and the benefits associated with each leveraged resource. Please note that no fiscal information may be disclosed in this section, only descriptions of the resources to be leveraged are permitted.

SECTION 5: COST PROPOSAL

Provide a separate, sealed “**Detailed Budget and Budget Narrative**” for the Cost Proposal in this RFP.

Applicants must use **Attachment I: Budget Form** to submit a line item budget reflecting costs to be charged to any resulting contract. The cost proposal must be accompanied by a budget narrative describing calculations and justification for expenditures. The budget narrative should also describe any in-kind contributions or complementary funding resources. Please note that the actual in-kind/complementary funds leveraged should be described within the technical proposal, however the actual amounts leveraged cannot be part of the technical proposal. All amounts leveraged must be part of the cost proposal.

Project Cost (30 points):

The lowest responsive bidder will receive one hundred percent (100%) of the available points for cost. All other bidders will be awarded cost points based upon the following formula:

$$(\text{low bid} / \text{vendor's bid}) * \text{available points}$$

For example: If the low bidder (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly cost and service fee and the total points available are 15, Vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 * 15 = 9.75$$

The cost proposal must be accompanied by a budget narrative describing calculations and justification for expenditures. The budget narrative should also describe any in-kind contributions or complimentary funding resources.

An indirect expense may be requested but an amount greater than 10% may only be requested if provider has a Federally-approved indirect rate. Such request can only accompany programming funded by SAMHSA funds, i.e., it can only be requested on the SAMHSA-funded portion of the direct charges.

SECTION 6: EVALUATION AND SELECTION

Proposals will be reviewed by a Technical Review Committee comprised of staff from state agencies. To advance to the Cost Evaluation phase, the Technical Proposal must receive a minimum of 55 (78.6%) out of a maximum of 70 technical points. Any technical proposals scoring less than 55 points will not have the cost component opened and evaluated. The proposal will be dropped from further consideration.

Proposals scoring 55 technical points or higher will be evaluated for cost and assigned up to a maximum of 30 points in cost category, bringing the potential maximum score to 100 points. Points will be assigned based on the offeror’s clear demonstration of his/her abilities to complete the work, apply appropriate methods to complete the work, create innovative solutions and quality of past performance in similar projects.

BHDDH reserves the exclusive right to select the individual(s) or firm (vendor) that it deems to be in its best interest to accomplish the project as specified herein; and conversely, reserves the right not to fund any proposal(s).

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

Criteria	Possible Points
Capability, Capacity, and Qualification of the Offeror	10 Points
Work Plan Quality, Feasibility, and Comprehensiveness	20 Points
Staffing Plan and Personnel Qualifications	12 Points
Intention to Partner and Letters of Commitment	13 Points
Evaluation Approach and Sustainability Plan	10 Points
Leveraged Resources	5 Points
Total Possible Technical Points	70 Points
Project Cost (calculated as lowest responsive cost proposal divided by this cost proposal, times 30 points)	30 Points
Total Possible Points	100 Points

Points will be assigned based on the offeror’s clear demonstration of his/her abilities to complete the work, apply appropriate methods to complete the work, create innovative solutions and quality of past performance in similar projects.

Applicants may be required to submit additional written information or be asked to make an oral presentation before the technical review committee to clarify statements made in their proposal.

SECTION 7: PROPOSAL SUBMISSION

Questions concerning this solicitation may be e-mailed to the Division of Purchases at david.francis@purchasing.ri.gov no later than the date and time indicated on page one of this solicitation. Please reference **RFP #7551007** on all correspondence. Questions should be submitted in a Microsoft Word attachment. Answers to 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. If technical assistance is required to download, call the Help Desk at (401) 574-8100.

Offerors are encouraged to submit written questions to the Division of Purchases. **No other contact with State parties will be permitted.** Interested offerors may submit proposals to provide the services covered by this Request 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 will not be considered.

Responses (**an original plus six (6) copies**) should be mailed or hand-delivered in a sealed envelope marked “**RFP# 7551007 Rhode Island Health System Integration–Coordinating Community Health Teams (CHT) and Screening, Brief Intervention, and Referral to Treatment (SBIRT) Sites**” to:

RI Department 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 will not be considered. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed, or emailed, to the Division of Purchases will not be considered. The official time clock is in the reception area of the Division of Purchases.

RESPONSE CONTENTS

Responses shall include the following:

1. One completed and signed three-page R.I.V.I.P generated bidder certification cover sheet (included in the original copy only) downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov.
2. One completed and signed W-9 (included in the original copy only) downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov.
3. **A separate 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 twenty (20) pages (this excludes any appendices). As appropriate, resumes of key staff that will provide services covered by this request.
4. **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.
5. In addition to the multiple hard copies of proposals required, Respondents are requested to provide their proposal in **electronic format (CD-ROM, disc, or flash drive)**. Microsoft Word / Excel OR PDF format is preferable. Only 1 electronic copy is requested and it should be placed in the proposal marked “original”.

CONCLUDING STATEMENTS

Notwithstanding the above, the State reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any or all proposals, and to award in its 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.

The State may, at its sole option, elect to require presentation(s) by offerors clearly in consideration for award.

The State's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded to the RFP. The State's General Conditions of Purchases/General Terms and Conditions can be found at the following URL:

<https://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf>

Attachment I: Budget Form

Contract Agency: _____

Contract Service: _____

Category /Item	Proposed Budget	Leveraged Funds	Total Budget
[col. 1]	[col. 2]	[col. 3]	[col. 4] col 4 = col 2 + col 3
1) Salaries			
2) Fringe Benefit			
3) Contractual Services			
4) Travel (in state)			
5) Conference (out of state)			
6) Postage/Office Supplies/Expenses			
7) Telephone/Cable/Internet			
8) Information System			
9) Property Rent			
10) Heat & Utilities			
11) All Other			
12) Agency Overhead-Indirect			
TOTAL	\$0.00	\$0.00	\$0.00

Attachment - Supplementary Budget Information

Item # 1 Salary Costs					
Position Title	# of Positions	Total Annual Salary [contract year earnings]	Salary Chargeable to Program		
			BHDDH	Leveraged Funds	Com bined
Total Salaries		N/A	\$0.00	\$0.00	\$0.00

Item # 2 Fringe Benefits & Other Personnel Costs	Fringe Benefits Chargeable to Program		
	BHDDH	Leveraged Funds	Com bined
Total Fringe Benefits	\$0.00	\$0.00	\$0.00

Item # 3 Consultant Costs (list each contract consultant service)	# of Hours	Hourly Rate	Consultants Chargeable to Program		
			BHDDH	Leveraged Funds	Com bined
Total Consultant Costs		N/A	\$0.00	\$0.00	\$0.00

Item #11 All Other (list each cost item)	Other Costs Chargeable to Program		
	BHDDH	Other Funds	Com bined
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total Other Costs	\$0.00	\$0.00	\$0.00

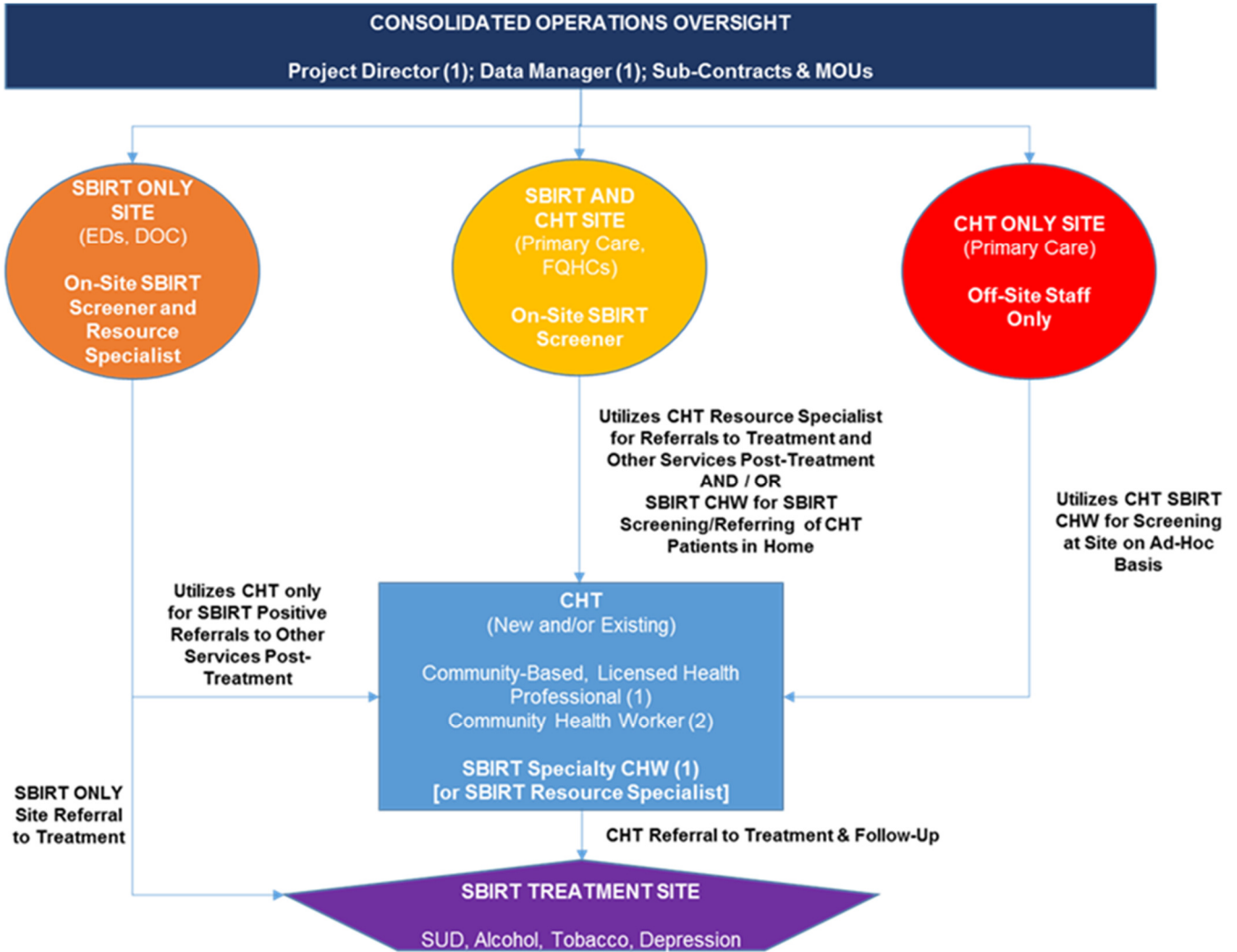
Project Breakdown

Budget for Consolidated Operations	Total Budget for CHTs	Total Budget for SBIRT

Attachment II: Recommended Models

Here are a set of proposed models that reflect the expectations of the State related to the Consolidated Operations, SBIRT, and CHT requirements of this RFP. While the models may be tailored upon negotiation with the State, it is strongly encouraged to consider these within development of the Technical Proposal.

PROPOSED SBIRT-CHT CONSOLIDATED OPERATIONS AND INTERACTION



CHT STAFFING DESCRIPTIONS AND SPECIALTY EXAMPLES

Position Descriptions Types

Community-Based Licensed Health Professionals

- Licensed Health Professional
- May or may not obtain additional certification
- Travels out to the patient's home or community
- Focuses on clinical education tailored to the recipient

Community Health Workers

- No previous health professional license
- Obtains CHW certification
- Travels out to the patient's home or community
- Focuses on helping to navigate social services

Examples of CHW Specialty

Community-Based Licensed Health Professionals

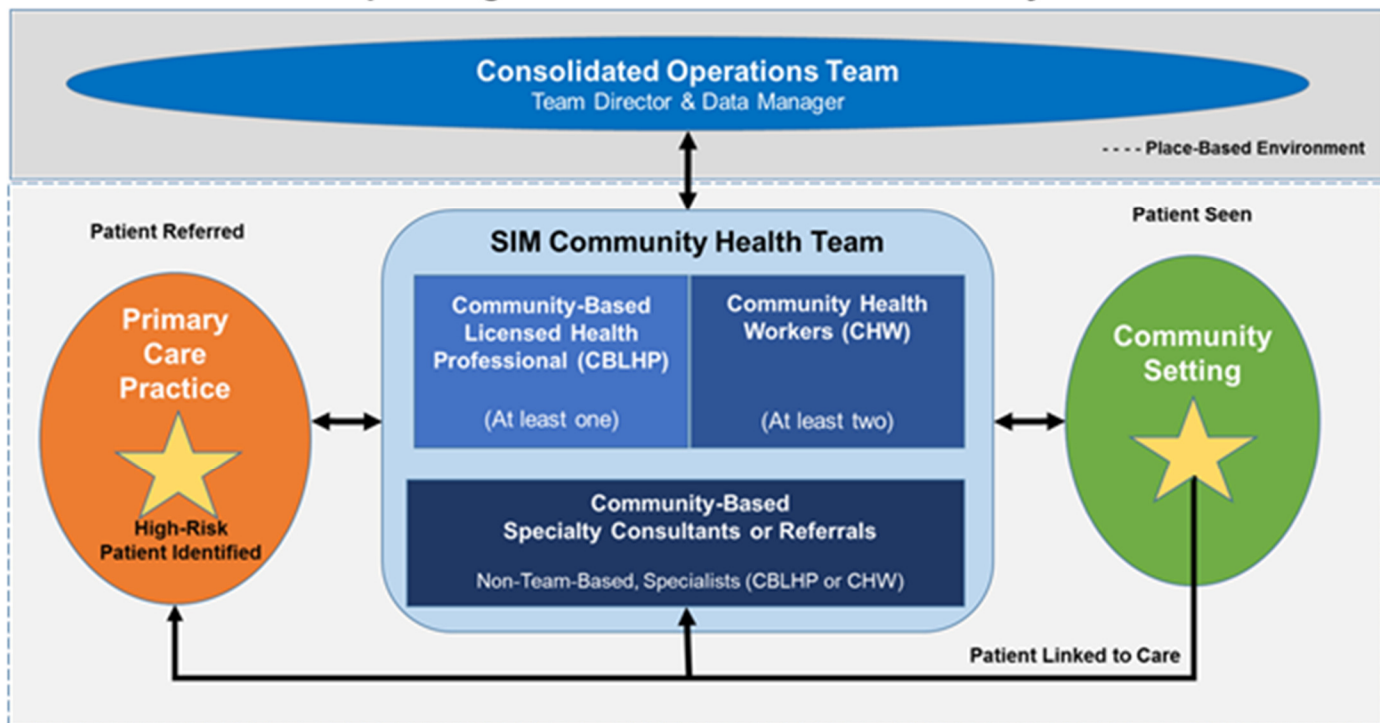
- Licensed Dietitian / Nutritionist
- Certified Tobacco Treatment Specialist
- Certified Diabetes, Asthma, and Cardiovascular Educators
- Nursing Lactation Consultant
- Naloxone Educator

Community Health Workers

- Diabetes Prevention Program Staff
- SBIRT Resource Specialist
- Chronic Disease Self-Management Program Staff
- Advanced Lactation Consultant
- Public Housing Resident Coordinators

SIM CHT OPERATING ENVIRONMENT

Rhode Island Operating Environment for SIM Community Health Teams



Attachment III: Tasks, Sub-Tasks, and Expected Outputs

Because Task 1 is a particularly complex part of this RFP, we have laid out the Tasks, Sub-Tasks, and Expected Outputs for the proposed Consolidated Operational plan in the chart below. The tasks and related sub-tasks covered within this scope of work are described below in detail and include associated outputs expected with the completion of each sub-task. Upon negotiation with the State, similar information and deliverables may be delineated for the other Tasks associated with this RFP.

Task	CHT Sub-Task	SBIRT Sub-Task	Expected Outputs
TASK 1: Consolidated Operations and Operational Management for the Project	Hire a Project Director responsible for the oversight of the project, development and management of consolidated operations, and recruitment and direction of participating CHTs and SBIRT sites. The Director shall lead the project staff and participate in SIM/SBIRT-related meetings.		Project Director is hired
	Work with the Health System Integration Project State Project Director to ensure alignment with state goals, submission of data to meet Federal requirements, and collaboration with participating organizations on development of evaluation and sustainability plans. Team participates in evaluation planning.		Data Submission Plan Sustainability Planning Attendance
	Provide ongoing team oversight and direction for all participating CHTs (new and existing), SBIRT sites, and treatment sites by a singular entity.		Meeting Summaries
	Provide logistical and administrative support, coordinate training and enhancements with SBIRT Training Resource, and facilitate mitigation of identified gaps/barriers, for all participating CHTs and SBIRT sites (as needed).		Issues and Solutions Tracking Log
	Create at least two to three additional CHTs (according to CHT composition requirements provided), each with at least one specialty CHW trained on SBIRT screening and resource referral.	Contract with at least ten to twelve SBIRT sites within primary care (PCMHs, FQHCs, CHT-Sites, Practices) and specialty sites (Emergency Departments, Department of Corrections).	Funded Teams and Funded Sites; plus a plan to coordinate the activities of the two approaches to integrate physical and behavioral healthcare
	Hire additional CHT staff consisting of community-based, licensed health professionals (at least 1), general community health workers (at least 2), and SBIRT-trained specialty community health workers (at least 1) per team.	Hire a maximum of 24 SBIRT Screeners and SBIRT Resource Referral Specialists	Staff is hired and oriented
	Develop collaborative approach to addressing CHT-patients' substance use and depression needs through SBIRT screening and treatment site referrals.	Develop collaborative approach to addressing SBIRT-screened patients' social and clinical support needs through integration with and referral to CHTs.	A collaboration model and information sharing process is developed
	Develop and formalize contacts and MOU/MOAs with additional CHTs and the respective affiliated primary care site(s) being serviced by the teams, as well as with SBIRT sites.	Recruit and develop contracts and MOU/MOAs with SBIRT sites (both primary care and specialty sites), community-based treatment sites, and technology vendor(s).	Signed MOUs/MOAs
	Not applicable.	Develop, plan for, and implement a social marketing campaign and screening-based incentives strategy per the SBIRT application.	Developed Marketing and Incentives Plan

Attachment IV: Health Information Technology Requirements

Participating practice sites must commit to aligning with the state's Health Information Technology (HIT) strategy relating to care coordination and information sharing among treating providers.

CurrentCare Participation

CHT and SBIRT sites will be expected to implement comprehensive CurrentCare enrollment strategies and adopt a strategy for accessing CurrentCare records. Some sites may already have these strategies in place, some may have them partially in place but need improvement, and some may need to take the first steps to participate in CurrentCare. The state in partnership with Rhode Island Quality Institute (RIQI) as the state designated entity to operate CurrentCare, will train and assist sites in accessing CurrentCare.

SBIRT Electronic Data Collection

SBIRT sites will have additional HIT requirements. Each SBIRT site will need to fully implement a strategy for filling out, scoring, and storing SBIRT screenings electronically, with results available in the patient's health record by the beginning of the second year of this contract. Additionally, the results of SBIRT screenings should be shared with patients' other treating providers electronically whenever possible. Each site will face different challenges in implementing electronic data collection for SBIRT screenings. There are two primary methods to reach this goal: 1) build the SBIRT screening forms into the EHR with the ability to calculate results automatically; or 2) Utilize the centralized electronic SBIRT screening tool implemented by the state's health information exchange designated entity (RIQI).

To determine the best strategy, the vendor under this contract will complete an assessment with each participating clinical site. This assessment will review the current capabilities of each site's EHR, the current status of participation with CurrentCare, and the feasibility of modifications of the site's EHR to meet the HIT requirements under this contract. The state will collaborate in the design of the assessment, which must occur in the first quarter of the contract period.

This assessment will assist the state in determining the best method of facilitating electronic SBIRT data collection for the sites involved in this contract.

Attachment V: Existing CHTs and Associated Sites

KNOWN CHT	ASSOCIATED SITES
CTC (Pawtucket)	Blackstone Valley Community Health Center Coastal - Hillside Family Medicine at Women's Care Internal Medicine Center Memorial Hospital Family Care Center Nardone Medical Associates University Internal Medicine University Medicine - East Ave.
CTC (South County)	Coastal Medical - Wakefield Coastal Medical - Narragansett K. Cunniff - RIPCPC Solo Practitioner Richard M. Del Sesto S. Demirs - RIPCPC Solo Practitioner South County Hospital Family Medicine South County Internal Medicine South County Walk-in & Primary Care Thundermist Health Center - Wakefield WoodRiver Health Services
Thundermist (Woonsocket)	Thundermist Health Center – Woonsocket
Thundermist (West Warwick)	Thundermist Health Center – West Warwick
CHT-RI	Statewide (Medicaid FFS)
United Healthcare PCCM	Statewide
Neighborhood Health Plan – Health at Home	Statewide
Cedar About Families*	Statewide *=Serves birth to age 21
Cedar Empowered Families*	Statewide
Cedar Lifespan Center*	Statewide
Cedar RIPIN*	Statewide
Cedar Solutions Family Service*	Statewide
Integra	Statewide
Prospect Charter Care	Statewide

Attachment VI: GPRA Measurement Tool

This Attachment is the GPRA evaluation tool required as a part of the SBIRT project.

The comprehensive evaluation design for SBIRT will incorporate data collection on process and outcome indicators. We provide the full GPRA below, however not every person screener by SBIRT staff will need to undergo the whole questionnaire.

Of the patients who are screened:

- * Those who are screened only and show no risk for Substance Use Disorder will only receive Section A of the GPRA questionnaire.
- * Those who are screened and show positive indication will receive addition screening and either Brief Intervention, Brief Treatment, or Referral to Treatment.
- * Those who receive Brief Intervention may need to complete sections A, B, J, and K of the questionnaire.
- * Those who receive Brief Treatment or Referral to Treatment will complete Sections A through G and a locator form, so that they can be tracked for follow-up screening.
- * The appropriate sections of the GPRA will be re-administered at discharge and during the six-month follow up to assess changes. Follow-up data will be collected on 10% of the clients served in each category of care requiring intervention (Brief Intervention, Brief Treatment, and Referral to Treatment). A questionnaire on satisfaction will be administered to assess patients' satisfaction with process, services, and the healthcare professional at the six-month follow up.

Form Approved
OMB No. 0930-0208
Expiration Date 01/31/2016

**CSAT GPRA Client Outcome
Measures for Discretionary Programs
(Revised 06/01/2012)**

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information, if all items are asked of a client/participant; to the extent that providers already obtain much of this information as part of their ongoing client/participant intake or follow-up, less time will be required. Send comments regarding this burden estimate or any other aspect of this collection of information to SAMHSA Reports Clearance Officer, Room 7-1044, 1 Choke Cherry Road, Rockville, MD 20857. An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. The control number for this project is 0930-0208.

A. RECORD MANAGEMENT

Client ID | | | | | | | | | | | | | | | | | |

Client Type:

- Treatment client
- Client in recovery

Contract/Grant ID | | | | | | | | | | | | | |

Interview Type [*CIRCLE ONLY ONE TYPE.*]

Intake [*GO TO INTERVIEW DATE.*]

6-month follow-up → → → Did you conduct a follow-up interview? Yes No
[IF NO, GO DIRECTLY TO SECTION I.]

3-month follow-up [*ADOLESCENT PORTFOLIO ONLY*] →
Did you conduct a follow-up interview? Yes No
[IF NO, GO DIRECTLY TO SECTION I.]

Discharge → → → Did you conduct a discharge interview? Yes No
[IF NO, GO DIRECTLY TO SECTION J.]

Interview Date | | | | / | | | | / | | | | | | | |
 Month Day Year

[FOLLOW-UP AND DISCHARGE INTERVIEWS: SKIP TO SECTION B.]

Was the client screened by your program for co-occurring mental health and substance use disorders?

- YES
- NO *[SKIP 1a.]*

1a. *[IF YES]* Did the client screen positive for co-occurring mental health and substance use disorders?

- YES
- NO

[SBIRT CONTINUE. ALL OTHERS GO TO SECTION A “PLANNED SERVICES.”]

THIS SECTION FOR SBIRT GRANTS ONLY [ITEMS 2, 2a, & 3 - REPORTED ONLY AT INTAKE/BASELINE].

How did the client screen for your SBIRT?

- NEGATIVE
- POSITIVE

2a. What was his/her screening score?	AUDIT	=	_ _ _
	CAGE	=	_ _ _
	DAST	=	_ _ _
	DAST-10	=	_ _ _
	NIAAA Guide	=	_ _ _
	ASSIST/Alcohol Subscore	=	_ _ _
	Other (Specify)	=	_ _ _

Was he/she willing to continue his/her participation in the SBIRT program?

- YES
 - NO
-

A. RECORD MANAGEMENT - PLANNED SERVICES [REPORTED BY PROGRAM STAFF ABOUT CLIENT ONLY AT INTAKE/BASELINE.]

Identify the services you plan to provide to the client during the client's course of treatment/recovery. [CIRCLE "Y" FOR YES OR "N" FOR NO FOR EACH ONE.]

Modality	Yes	No
[SELECT AT LEAST ONE MODALITY.]		
1. Case Management	Y	N
2. Day Treatment	Y	N
3. Inpatient/Hospital (Other Than Detox)	Y	N
4. Outpatient	Y	N
5. Outreach	Y	N
6. Intensive Outpatient	Y	N
7. Methadone	Y	N
8. Residential/Rehabilitation	Y	N
9. Detoxification (Select Only One)		
A. Hospital Inpatient	Y	N
B. Free Standing Residential	Y	N
C. Ambulatory Detoxification	Y	N
10. After Care	Y	N
11. Recovery Support	Y	N
12. Other (Specify)_____	Y	N

[SELECT AT LEAST ONE SERVICE.]

Treatment Services	Yes	No
[SBIRT GRANTS: YOU MUST CIRCLE "Y" FOR AT LEAST ONE OF THE TREATMENT SERVICES NUMBERED 1 THROUGH 4.]		
1. Screening	Y	N
2. Brief Intervention	Y	N
3. Brief Treatment	Y	N
4. Referral to Treatment	Y	N
5. Assessment	Y	N
6. Treatment/Recovery Planning	Y	N
7. Individual Counseling	Y	N
8. Group Counseling	Y	N
9. Family/Marriage Counseling	Y	N
10. Co-Occurring Treatment/ Recovery Services	Y	N
11. Pharmacological Interventions	Y	N
12. HIV/AIDS Counseling	Y	N
13. Other Clinical Services (Specify)_____	Y	N

Case Management Services	Yes	No
1. Family Services (Including Marriage Education, Parenting, Child Development Services)	Y	N
2. Child Care	Y	N
3. Employment Service		
A. Pre-Employment	Y	N
B. Employment Coaching	Y	N
4. Individual Services Coordination	Y	N
5. Transportation	Y	N
6. HIV/AIDS Service	Y	N
7. Supportive Transitional Drug-Free Housing Services	Y	N
8. Other Case Management Services (Specify)_____	Y	N

Medical Services	Yes	No
1. Medical Care	Y	N
2. Alcohol/Drug Testing	Y	N
3. HIV/AIDS Medical Support & Testing	Y	N
4. Other Medical Services (Specify)_____	Y	N

After Care Services	Yes	No
1. Continuing Care	Y	N
2. Relapse Prevention	Y	N
3. Recovery Coaching	Y	N
4. Self-Help and Support Groups	Y	N
5. Spiritual Support	Y	N
6. Other After Care Services (Specify)_____	Y	N

Education Services	Yes	No
1. Substance Abuse Education	Y	N
2. HIV/AIDS Education	Y	N
3. Other Education Services (Specify)_____	Y	N

Peer-to-Peer Recovery Support Services	Yes	No
1. Peer Coaching or Mentoring	Y	N
2. Housing Support	Y	N
3. Alcohol- and Drug-Free Social Activities	Y	N
4. Information and Referral	Y	N
5. Other Peer-to-Peer Recovery Support Services (Specify) _____	Y	N

A. RECORD MANAGEMENT - DEMOGRAPHICS [ASKED ONLY AT INTAKE/BASELINE.]

1. What is your gender?

- MALE
- FEMALE
- TRANSGENDER
- OTHER (SPECIFY) _____
- REFUSED

Are you Hispanic or Latino?

- YES
- NO
- REFUSED

[IF YES] What ethnic group do you consider yourself? Please answer yes or no for each of the following. You may say yes to more than one.

	Yes	No	Refused
Central American	Y	N	REFUSED
Cuban	Y	N	REFUSED
Dominican	Y	N	REFUSED
Mexican	Y	N	REFUSED
Puerto Rican	Y	N	REFUSED
South American	Y	N	REFUSED
Other	Y	N	REFUSED <i>[IF YES, SPECIFY BELOW.]</i>
(Specify)			_____

What is your race? Please answer yes or no for each of the following. You may say yes to more than one.

	Yes	No	Refused
Black or African American	Y	N	REFUSED
Asian	Y	N	REFUSED
Native Hawaiian or other Pacific Islander	Y	N	REFUSED
Alaska Native	Y	N	REFUSED
White	Y	N	REFUSED
American Indian	Y	N	REFUSED

What is your date of birth?*

|_|_|_| / |_|_|_| /
Month Day

**[*THE SYSTEM WILL ONLY SAVE MONTH AND YEAR.
TO MAINTAIN CONFIDENTIALITY, DAY IS NOT SAVED.]**

|_|_|_|_|_|
Year

- REFUSED

MILITARY FAMILY AND DEPLOYMENT

Have you ever served in the Armed Forces, in the Reserves, or in the National Guard? *[IF SERVED]* What area, the Armed Forces, Reserves, or National Guard did you serve?

- NO
- YES, IN THE ARMED FORCES
- YES, IN THE RESERVES
- YES, IN THE NATIONAL GUARD
- REFUSED
- DON'T KNOW

[IF NO, REFUSED, OR DON'T KNOW, SKIP TO QUESTION A6.]

5a. Are you currently on active duty in the Armed Forces, in the Reserves, or in the National Guard? *[IF ACTIVE]* What area, the Armed Forces, Reserves, or National Guard?

- NO, SEPARATED OR RETIRED FROM THE ARMED FORCES, RESERVES, OR NATIONAL GUARD
- YES, IN THE ARMED FORCES
- YES, IN THE RESERVES
- YES, IN THE NATIONAL GUARD
- REFUSED
- DON'T KNOW

5b. Have you ever been deployed to a combat zone? *[CHECK ALL THAT APPLY.]*

- NEVER DEPLOYED
- IRAQ OR AFGHANISTAN (E.G., OEF/OIF/OND)
- PERSIAN GULF (OPERATION DESERT SHIELD/DESERT STORM)
- VIETNAM/SOUTHEAST ASIA
- KOREA
- WWII
- DEPLOYED TO A COMBAT ZONE NOT LISTED ABOVE (E.G., BOSNIA/SOMALIA)
- REFUSED
- DON'T KNOW

[SBIRT GRANTEES: FOR CLIENTS WHO SCREENED NEGATIVE, SKIP ITEMS A6, A6a THROUGH A6d.]

Is anyone in your family or someone close to you on active duty in the Armed Forces, in the Reserves, or in the National Guard or separated or retired from the Armed Forces, Reserves, or National Guard?

- NO
- YES, ONLY ONE
- YES, MORE THAN ONE
- REFUSED
- DON'T KNOW

[IF NO, REFUSED, OR DON'T KNOW, SKIP TO SECTION B.]

[IF YES, ANSWER FOR UP TO 6 PEOPLE] What is the relationship of that person (Service Member) to you? [WRITE RELATIONSHIP IN COLUMN HEADING]

- 1 = Mother 2 = Father
 3 = Brother 4 = Sister
 5 = Spouse 6 = Partner
 7 = Child 8 = Other (Specify) _____

Has the Service Member experienced any of the following? [CHECK ANSWER IN APPROPRIATE COLUMN FOR ALL THAT APPLY]	_____ (Relationship) 1.	_____ (Relationship) 2.	_____ (Relationship) 3.	_____ (Relationship) 4.	_____ (Relationship) 5.	_____ (Relationship) 6.
6a. Deployed in support of combat operations (e.g., Iraq or Afghanistan)?	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> REFUSED <input type="radio"/> DON'T KNOW	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> REFUSED <input type="radio"/> DON'T KNOW	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> REFUSED <input type="radio"/> DON'T KNOW	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> REFUSED <input type="radio"/> DON'T KNOW	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> REFUSED <input type="radio"/> DON'T KNOW	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> REFUSED <input type="radio"/> DON'T KNOW
6b. Was physically injured during combat operations?	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> REFUSED <input type="radio"/> DON'T KNOW	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> REFUSED <input type="radio"/> DON'T KNOW	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> REFUSED <input type="radio"/> DON'T KNOW	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> REFUSED <input type="radio"/> DON'T KNOW	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> REFUSED <input type="radio"/> DON'T KNOW	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> REFUSED <input type="radio"/> DON'T KNOW
6c. Developed combat stress symptoms/ difficulties adjusting following deployment, including PTSD, depression, or suicidal thoughts?	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> REFUSED <input type="radio"/> DON'T KNOW	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> REFUSED <input type="radio"/> DON'T KNOW	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> REFUSED <input type="radio"/> DON'T KNOW	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> REFUSED <input type="radio"/> DON'T KNOW	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> REFUSED <input type="radio"/> DON'T KNOW	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> REFUSED <input type="radio"/> DON'T KNOW
6d. Died or was killed?	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> REFUSED <input type="radio"/> DON'T KNOW	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> REFUSED <input type="radio"/> DON'T KNOW	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> REFUSED <input type="radio"/> DON'T KNOW	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> REFUSED <input type="radio"/> DON'T KNOW	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> REFUSED <input type="radio"/> DON'T KNOW	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> REFUSED <input type="radio"/> DON'T KNOW

B. DRUG AND ALCOHOL USE

	Number of Days KNOW	REFUSED	DON'T KNOW
1. During the past 30 days, how many days have you used the following:			
a. Any alcohol <i>[IF ZERO, SKIP TO ITEM B1c.]</i>	_ _ _	<input type="radio"/>	<input type="radio"/>
b1. Alcohol to intoxication (5+ drinks in one sitting)	_ _ _	<input type="radio"/>	<input type="radio"/>
b2. Alcohol to intoxication (4 or fewer drinks in one sitting and felt high)	_ _ _	<input type="radio"/>	<input type="radio"/>
c. Illegal drugs <i>[IF B1a OR B1c = 0, RF, DK, THEN SKIP TO ITEM B2.]</i>	_ _ _	<input type="radio"/>	<input type="radio"/>
d. Both alcohol and drugs (on the same day)	_ _ _	<input type="radio"/>	<input type="radio"/>

Route of Administration Types:

1. Oral 2. Nasal 3. Smoking 4. Non-IV injection 5. IV
 *NOTE THE USUAL ROUTE. FOR MORE THAN ONE ROUTE, CHOOSE THE MOST SEVERE. THE ROUTES ARE LISTED FROM LEAST SEVERE (1) TO MOST SEVERE (5).

2. During the past 30 days, how many days have you used any of the following: [IF THE VALUE IN ANY ITEM B2a THROUGH B2i > 0, THEN THE VALUE IN B1c MUST BE > 0.]

	Number of Days RF DK	DKRoute*	RF D
a. Cocaine/Crack	_ _ _ _	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>
b. Marijuana/Hashish (Pot, Joints, Blunts, Chronic, Weed, Mary Jane)	_ _ _ _	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>
c. Opiates:			
1. Heroin (Smack, H, Junk, Skag)	_ _ _ _	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>
2. Morphine	_ _ _ _	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>
3. Dilaudid	_ _ _ _	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>
4. Demerol	_ _ _ _	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>
5. Percocet	_ _ _ _	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>
6. Darvon	_ _ _ _	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>
7. Codeine	_ _ _ _	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>

8. Tylenol 2, 3, 4 |_|_| | ○ ○
|_| | ○ ○
9. OxyContin/Oxycodone |_|_| | ○ ○
|_| | ○ ○
- d. Non-prescription methadone |_|_| | ○ ○
|_| | ○ ○
- e. Hallucinogens/psychedelics, PCP (Angel Dust, Ozone, Wack, Rocket Fuel), MDMA (Ecstasy, XTC, X, Adam), LSD (Acid, Boomers, Yellow Sunshine), Mushrooms, or Mescaline |_|_| | ○ ○
|_| | ○ ○
- f. Methamphetamine or other amphetamines (Meth, Uppers, Speed, Ice, Chalk, Crystal, Glass, Fire, Crank) |_|_| | ○ ○
|_| | ○ ○

B. DRUG AND ALCOHOL USE (continued)

Route of Administration Types:

1. Oral 2. Nasal 3. Smoking 4. Non-IV injection 5. IV
 *NOTE THE USUAL ROUTE. FOR MORE THAN ONE ROUTE, CHOOSE THE MOST SEVERE. THE ROUTES ARE LISTED FROM LEAST SEVERE (1) TO MOST SEVERE (5).

2. During the past 30 days, how many days have you used any of the following: [IF THE VALUE IN ANY ITEM B2a THROUGH B2i > 0, THEN THE VALUE IN B1c MUST BE > 0.]

	Number of Days	RF	DKRoute*	RF	D
g. 1. Benzodiazepines: Diazepam (Valium); Alprazolam (Xanax); Triazolam (Halcion); and Estazolam (Prosom) and Rohypnol—also known as roofies, roche, and cope)	_ _ _ _		○ ○ ○ ○		
2. Barbiturates: Mephobarbital (Mebacut) and pentobarbital sodium (Nembutal)	_ _ _ _		○ ○ ○ ○		
3. Non-prescription GHB (known as Grievous Bodily Harm, Liquid Ecstasy, and Georgia Home Boy)	_ _ _ _		○ ○ ○ ○		
4. Ketamine (known as Special K or Vitamin K)	_ _ _ _		○ ○ ○ ○		
5. Other tranquilizers, downers, sedatives, or hypnotics	_ _ _ _		○ ○ ○ ○		
h. Inhalants (poppers, snappers, rush, whippets)	_ _ _ _		○ ○ ○ ○		
i. Other illegal drugs (Specify _____ _____ _ _)	_ _ _ _		○ ○ ○ ○		

3. In the past 30 days, have you injected drugs? [IF ANY ROUTE OF ADMINISTRATION IN B2a THROUGH B2i = 4 or 5, THEN B3 MUST = YES.]

- YES
- NO
- REFUSED
- DON'T KNOW

[IF NO, REFUSED, OR DON'T KNOW, SKIP TO SECTION C.]

4. In the past 30 days, how often did you use a syringe/needle, cooker, cotton, or water that someone else used?

- Always
- More than half the time
- Half the time
- Less than half the time
- Never
- REFUSED

DON'T KNOW

C. FAMILY AND LIVING CONDITIONS

In the past 30 days, where have you been living most of the time? [DO NOT READ RESPONSE OPTIONS TO CLIENT.]

- SHELTER (SAFE HAVENS, TRANSITIONAL LIVING CENTER [TLC], LOW-DEMAND FACILITIES, RECEPTION CENTERS, OTHER TEMPORARY DAY OR EVENING FACILITY)
- STREET/OUTDOORS (SIDEWALK, DOORWAY, PARK, PUBLIC OR ABANDONED BUILDING)
- INSTITUTION (HOSPITAL, NURSING HOME, JAIL/PRISON)
- HOUSED: **[IF HOUSED, CHECK APPROPRIATE SUBCATEGORY:]**
 - OWN/RENT APARTMENT, ROOM, OR HOUSE
 - SOMEONE ELSE'S APARTMENT, ROOM, OR HOUSE
 - DORMITORY/COLLEGE RESIDENCE
 - HALFWAY HOUSE
 - RESIDENTIAL TREATMENT
 - OTHER HOUSED (SPECIFY) _____
- REFUSED
- DON'T KNOW

During the past 30 days, how stressful have things been for you because of your use of alcohol or other drugs? [IF B1a OR B1c > 0, THEN C2 CANNOT = "NOT APPLICABLE."]

- Not at all
- Somewhat
- Considerably
- Extremely
- NOT APPLICABLE [USE ONLY IF B1A AND B1C = 0.]
- REFUSED
- DON'T KNOW

During the past 30 days, has your use of alcohol or other drugs caused you to reduce or give up important activities? [IF B1a OR B1c > 0, THEN C3 CANNOT = "NOT APPLICABLE."]

- Not at all
- Somewhat
- Considerably
- Extremely
- NOT APPLICABLE [USE ONLY IF B1A AND B1C = 0.]
- REFUSED
- DON'T KNOW

C. FAMILY AND LIVING CONDITIONS (continued)

During the past 30 days, has your use of alcohol or other drugs caused you to have emotional problems? [IF B1a OR B1c > 0, THEN C4 CANNOT = "NOT APPLICABLE."]

- Not at all
- Somewhat
- Considerably
- Extremely
- NOT APPLICABLE [USE ONLY IF B1a AND B1c = 0.]
- REFUSED
- DON'T KNOW

[IF NOT MALE] Are you currently pregnant?

- YES
- NO
- REFUSED
- DON'T KNOW

Do you have children?

- YES
- NO
- REFUSED
- DON'T KNOW

[IF NO, REFUSED, OR DON'T KNOW, SKIP TO SECTION D.]

a. How many children do you have? [IF C6 = YES, THEN THE VALUE IN C6a MUST BE > 0.]

____|____| REFUSED DON'T KNOW

b. Are any of your children living with someone else due to a child protection court order?

- YES
- NO
- REFUSED
- DON'T KNOW

[IF NO, REFUSED, OR DON'T KNOW, SKIP TO ITEM C6D.]

c. [IF YES] How many of your children are living with someone else due to a child protection court order? [THE VALUE IN C6c CANNOT EXCEED THE VALUE IN C6a.]

____|____| REFUSED DON'T KNOW

d. For how many of your children have you lost parental rights? [THE CLIENT'S PARENTAL RIGHTS WERE TERMINATED.] [THE VALUE IN ITEM C6d CANNOT EXCEED THE VALUE IN C6a.]

____|____| REFUSED DON'T KNOW

D. EDUCATION, EMPLOYMENT, AND INCOME

1. Are you currently enrolled in school or a job training program? [IF ENROLLED] Is that full time or part time? [IF CLIENT IS INCARCERATED, CODE D1 AS "NOT ENROLLED."]

- NOT ENROLLED
- ENROLLED, FULL TIME
- ENROLLED, PART TIME
- OTHER (SPECIFY) _____
- REFUSED
- DON'T KNOW

What is the highest level of education you have finished, whether or not you received a degree?

- NEVER ATTENDED
- 1ST GRADE
- 2ND GRADE
- 3RD GRADE
- 4TH GRADE
- 5TH GRADE
- 6TH GRADE
- 7TH GRADE
- 8TH GRADE
- 9TH GRADE
- 10TH GRADE
- 11TH GRADE
- 12TH GRADE/HIGH SCHOOL DIPLOMA/EQUIVALENT
- COLLEGE OR UNIVERSITY/1ST YEAR COMPLETED
- COLLEGE OR UNIVERSITY/2ND YEAR COMPLETED/ASSOCIATES DEGREE (AA, AS)
- COLLEGE OR UNIVERSITY/3RD YEAR COMPLETED
- BACHELOR'S DEGREE (BA, BS) OR HIGHER
- VOC/TECH PROGRAM AFTER HIGH SCHOOL BUT NO VOC/TECH DIPLOMA
- VOC/TECH DIPLOMA AFTER HIGH SCHOOL
- REFUSED
- DON'T KNOW

Are you currently employed? [CLARIFY BY FOCUSING ON STATUS DURING MOST OF THE PREVIOUS WEEK, DETERMINING WHETHER CLIENT WORKED AT ALL OR HAD A REGULAR JOB BUT WAS OFF WORK.] [IF CLIENT IS "ENROLLED, FULL TIME" IN D1 AND INDICATES "EMPLOYED, FULL TIME" IN D3, ASK FOR CLARIFICATION. IF CLIENT IS INCARCERATED AND HAS NO WORK OUTSIDE OF JAIL, CODE D3 AS "UNEMPLOYED, NOT LOOKING FOR WORK."]

- EMPLOYED, FULL TIME (35+ HOURS PER WEEK, OR WOULD HAVE BEEN)
- EMPLOYED, PART TIME
- UNEMPLOYED, LOOKING FOR WORK
- UNEMPLOYED, DISABLED
- UNEMPLOYED, VOLUNTEER WORK
- UNEMPLOYED, RETIRED
- UNEMPLOYED, NOT LOOKING FOR WORK
- OTHER (SPECIFY) _____
- REFUSED
- DON'T KNOW

D. EDUCATION, EMPLOYMENT, AND INCOME (continued)

Approximately, how much money did YOU receive (pre-tax individual income) in the past 30 days from... *[IF D3 DOES NOT = "EMPLOYED" AND THE VALUE IN D4a IS GREATER THAN ZERO, PROBE. IF D3 = "UNEMPLOYED, LOOKING FOR WORK" AND THE VALUE IN D4b = 0, PROBE. IF D3 = "UNEMPLOYED, RETIRED" AND THE VALUE IN D4c = 0, PROBE. IF D3 = "UNEMPLOYED, DISABLED" AND THE VALUE IN D4d = 0, PROBE.]*

		RF	DK
a. Wages	\$ _____, _____	<input type="radio"/>	<input type="radio"/>
b. Public assistance	\$ _____, _____	<input type="radio"/>	<input type="radio"/>
c. Retirement	\$ _____, _____	<input type="radio"/>	<input type="radio"/>
d. Disability	\$ _____, _____	<input type="radio"/>	<input type="radio"/>
e. Non-legal income	\$ _____, _____	<input type="radio"/>	<input type="radio"/>
f. Family and/or friends	\$ _____, _____	<input type="radio"/>	<input type="radio"/>
g. Other (Specify)	\$ _____, _____	<input type="radio"/>	<input type="radio"/>

E. CRIME AND CRIMINAL JUSTICE STATUS

2. In the past 30 days, how many times have you been arrested?

____|____| TIMES REFUSED DON'T KNOW

[IF NO ARRESTS, SKIP TO ITEM E3.]

In the past 30 days, how many times have you been arrested for drug-related offenses? *[THE VALUE IN E2 CANNOT BE GREATER THAN THE VALUE IN E1.]*

____|____| TIMES REFUSED DON'T KNOW

In the past 30 days, how many nights have you spent in jail/prison? *[IF THE VALUE IN E3 IS GREATER THAN 15, THEN C1 MUST = INSTITUTION (JAIL/PRISON). IF C1 = INSTITUTION (JAIL/PRISON), THEN THE VALUE IN E3 MUST BE GREATER THAN OR EQUAL TO 15.]*

____|____| NIGHTS REFUSED DON'T KNOW

In the past 30 days, how many times have you committed a crime? *[CHECK NUMBER OF DAYS USED ILLEGAL DRUGS IN ITEM B1c ON PAGE 7. ANSWER HERE IN E4 SHOULD BE EQUAL TO OR GREATER THAN NUMBER IN B1c BECAUSE USING ILLEGAL DRUGS IS A CRIME.]*

____|____|____| TIMES REFUSED DON'T KNOW

Are you currently awaiting charges, trial, or sentencing?

- YES
- NO
- REFUSED
- DON'T KNOW

Are you currently on parole or probation?

- YES
- NO
- REFUSED
- DON'T KNOW

F. MENTAL AND PHYSICAL HEALTH PROBLEMS AND TREATMENT/RECOVERY

3. How would you rate your overall health right now?

- Excellent
- Very good
- Good
- Fair
- Poor
- REFUSED
- DON'T KNOW

During the past 30 days, did you receive:

a. Inpatient Treatment for:

		<i>[IF YES]</i> Altogether			
	YES	for how many nights	NO	RF	DK
i. Physical complaint	<input type="radio"/>	_____ nights	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
ii. Mental or emotional difficulties	<input type="radio"/>	_____ nights	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
iii. Alcohol or substance abuse	<input type="radio"/>	_____ nights	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

b. Outpatient Treatment for:

		<i>[IF YES]</i> Altogether			
	YES	for how many times	NO	RF	DK
i. Physical complaint	<input type="radio"/>	_____ times	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
ii. Mental or emotional difficulties	<input type="radio"/>	_____ times	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
iii. Alcohol or substance abuse	<input type="radio"/>	_____ times	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

c. Emergency Room Treatment for:

		<i>[IF YES]</i> Altogether			
	YES	for how many times	NO	RF	DK
i. Physical complaint	<input type="radio"/>	_____ times	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
ii. Mental or emotional difficulties	<input type="radio"/>	_____ times	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
iii. Alcohol or substance abuse	<input type="radio"/>	_____ times	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

F. MENTAL AND PHYSICAL HEALTH PROBLEMS AND TREATMENT/RECOVERY (continued)

During the past 30 days, did you engage in sexual activity?

- Yes
- No → *[SKIP TO F4.]*
- NOT PERMITTED TO ASK → *[SKIP TO F4.]*
- REFUSED → *[SKIP TO F4.]*
- DON'T KNOW → *[SKIP TO F4.]*

[IF YES] Altogether, how many:

	Contacts	RF	DK
a. Sexual contacts (vaginal, oral, or anal) did you have?	_ _ _ _	<input type="radio"/>	<input type="radio"/>
b. Unprotected sexual contacts did you have? <i>[THE VALUE IN F3b SHOULD NOT BE GREATER THAN THE VALUE IN F3a.] [IF ZERO, SKIP TO F4.]</i>	_ _ _ _	<input type="radio"/>	<input type="radio"/>
c. Unprotected sexual contacts were with an individual who is or was: <i>[NONE OF THE VALUES IN F3c1 THROUGH F3c3 CAN BE GREATER THAN THE VALUE IN F3b.]</i>			
1. HIV positive or has AIDS	_ _ _ _	<input type="radio"/>	<input type="radio"/>
2. An injection drug user	_ _ _ _	<input type="radio"/>	<input type="radio"/>
3. High on some substance	_ _ _ _	<input type="radio"/>	<input type="radio"/>

Have you ever been tested for HIV?

- Yes*[GO TO F4a.]*
- No*[SKIP TO F5.]*
- REFUSED.....*[SKIP TO F5.]*
- DON'T KNOW*[SKIP TO F5.]*

4a. Do you know the results of your HIV testing?

- Yes
- No

F. MENTAL AND PHYSICAL HEALTH PROBLEMS AND TREATMENT/RECOVERY (continued)

In the past 30 days, not due to your use of alcohol or drugs, how many days have you:

	Days	RF	DK
a. Experienced serious depression	____ ____	<input type="radio"/>	<input type="radio"/>
b. Experienced serious anxiety or tension	____ ____	<input type="radio"/>	<input type="radio"/>
c. Experienced hallucinations	____ ____	<input type="radio"/>	<input type="radio"/>
d. Experienced trouble understanding, concentrating, or remembering	____ ____	<input type="radio"/>	<input type="radio"/>
e. Experienced trouble controlling violent behavior	____ ____	<input type="radio"/>	<input type="radio"/>
f. Attempted suicide	____ ____	<input type="radio"/>	<input type="radio"/>
g. Been prescribed medication for psychological/emotional problem	____ ____	<input type="radio"/>	<input type="radio"/>

[IF CLIENT REPORTS ZERO DAYS, RF, OR DK TO ALL ITEMS IN QUESTION 5, SKIP TO ITEM F7.]

How much have you been bothered by these psychological or emotional problems in the past 30 days?

- Not at all
- Slightly
- Moderately
- Considerably
- Extremely
- REFUSED
- DON'T KNOW

VIOLENCE AND TRAUMA

Have you ever experienced violence or trauma in any setting (including community or school violence; domestic violence; physical, psychological, or sexual maltreatment/assault within or outside of the family; natural disaster; terrorism; neglect; or traumatic grief?)

- YES
- NO *[SKIP TO ITEM F8.]*
- REFUSED
- DON'T KNOW

[IF NO, REFUSED, OR DON'T KNOW, SKIP TO ITEM F8.]

F. MENTAL AND PHYSICAL HEALTH PROBLEMS AND TREATMENT/RECOVERY (continued)

Did any of these experiences feel so frightening, horrible, or upsetting that, in the past and/or the present, you:

7a. Have had nightmares about it or thought about it when you did not want to?

- YES
- NO
- REFUSED
- DON'T KNOW

7b. Tried hard not to think about it or went out of your way to avoid situations that remind you of it?

- YES
- NO
- REFUSED
- DON'T KNOW

7c. Were constantly on guard, watchful, or easily startled?

- YES
- NO
- REFUSED
- DON'T KNOW

7d. Felt numb and detached from others, activities, or your surroundings?

- YES
- NO
- REFUSED
- DON'T KNOW

In the past 30 days, how often have you been hit, kicked, slapped, or otherwise physically hurt?

- Never
- A few times
- More than a few times
- REFUSED
- DON'T KNOW

G. SOCIAL CONNECTEDNESS

1. **In the past 30 days, did you attend any voluntary self-help groups for recovery that were not affiliated with a religious or faith-based organization? In other words, did you participate in a non-professional, peer-operated organization that is devoted to helping individuals who have addiction-related problems such as: Alcoholics Anonymous, Narcotics Anonymous, Oxford House, Secular Organization for Sobriety, or Women for Sobriety, etc.?**

- YES *[IF YES] SPECIFY HOW MANY TIMES* |__|__| REFUSED DON'T KNOW
 NO
 REFUSED
 DON'T KNOW

In the past 30 days, did you attend any religious/faith-affiliated recovery self-help groups?

- YES *[IF YES] SPECIFY HOW MANY TIMES* |__|__| REFUSED DON'T KNOW
 NO
 REFUSED
 DON'T KNOW

In the past 30 days, did you attend meetings of organizations that support recovery other than the organizations described above?

- YES *[IF YES] SPECIFY HOW MANY TIMES* |__|__| REFUSED DON'T KNOW
 NO
 REFUSED
 DON'T KNOW

In the past 30 days, did you have interaction with family and/or friends that are supportive of your recovery?

- YES
 NO
 REFUSED
 DON'T KNOW

To whom do you turn when you are having trouble? [SELECT ONLY ONE.]

- NO ONE
 CLERGY MEMBER
 FAMILY MEMBER
 FRIENDS
 REFUSED
 DON'T KNOW
 OTHER (SPECIFY) _____

I. FOLLOW-UP STATUS

[REPORTED BY PROGRAM STAFF ABOUT CLIENT ONLY AT FOLLOW-UP.]

1) What is the follow-up status of the client? [THIS IS A REQUIRED FIELD: NA, REFUSED, DON'T KNOW, AND MISSING WILL NOT BE ACCEPTED.]

- 01 = Deceased at time of due date
- 11 = Completed interview within specified window
- 12 = Completed interview outside specified window
- 21 = Located, but refused, unspecified
- 22 = Located, but unable to gain institutional access
- 23 = Located, but otherwise unable to gain access
- 24 = Located, but withdrawn from project
- 31 = Unable to locate, moved
- 32 = Unable to locate, other (Specify) _____

Is the client still receiving services from your program?

- Yes
- No

[IF THIS IS A FOLLOW-UP INTERVIEW, STOP NOW; THE INTERVIEW IS COMPLETE.]

J. DISCHARGE STATUS

[REPORTED BY PROGRAM STAFF ABOUT CLIENT ONLY AT DISCHARGE.]

17. On what date was the client discharged?

|_|_|/|_|_|/|_|_|_|_|
MONTH DAY YEAR

What is the client's discharge status?

- 01 = Completion/Graduate
- 02 = Termination

If the client was terminated, what was the reason for termination? [SELECT ONE RESPONSE.]

- 01 = Left on own against staff advice with satisfactory progress
- 02 = Left on own against staff advice without satisfactory progress
- 03 = Involuntarily discharged due to nonparticipation
- 04 = Involuntarily discharged due to violation of rules
- 05 = Referred to another program or other services with satisfactory progress
- 06 = Referred to another program or other services with unsatisfactory progress
- 07 = Incarcerated due to offense committed while in treatment/recovery with satisfactory progress
- 08 = Incarcerated due to offense committed while in treatment/recovery with unsatisfactory progress
- 09 = Incarcerated due to old warrant or charged from before entering treatment/recovery with satisfactory progress
- 10 = Incarcerated due to old warrant or charged from before entering treatment/recovery with unsatisfactory progress
- 11 = Transferred to another facility for health reasons
- 12 = Death
- 13 = Other (Specify) _____

Did the program test this client for HIV?

- Yes [SKIP TO SECTION K.]
- No [GO TO J4.]

[IF NO] Did the program refer this client for testing?

- Yes
- No

K. SERVICES RECEIVED
[REPORTED BY PROGRAM STAFF ABOUT CLIENT ONLY AT DISCHARGE.]

Identify the number of DAYS of services provided to the client during the client's course of treatment/recovery. [ENTER ZERO IF NO SERVICES PROVIDED. YOU SHOULD HAVE AT LEAST ONE DAY FOR MODALITY.]

Modality	Days
1. Case Management	_ _ _ _
2. Day Treatment	_ _ _ _
3. Inpatient/Hospital (Other Than Detox)	_ _ _ _
4. Outpatient	_ _ _ _
5. Outreach	_ _ _ _
6. Intensive Outpatient	_ _ _ _
7. Methadone	_ _ _ _
8. Residential/Rehabilitation	_ _ _ _
9. Detoxification (Select Only One):	
A. Hospital Inpatient	_ _ _ _
B. Free Standing Residential	_ _ _ _
C. Ambulatory Detoxification	_ _ _ _
10. After Care	_ _ _ _
11. Recovery Support	_ _ _ _
12. Other (Specify) _____	_ _ _ _

Identify the number of SESSIONS provided to the client during the client's course of treatment/recovery. [ENTER ZERO IF NO SERVICES PROVIDED.]

Treatment Services **Sessions**
[SBIRT GRANTS: YOU MUST HAVE AT LEAST ONE SESSION FOR ONE OF THE TREATMENT SERVICES NUMBERED 1 THROUGH 4.]

1. Screening	_ _ _ _
2. Brief Intervention	_ _ _ _
3. Brief Treatment	_ _ _ _
4. Referral to Treatment	_ _ _ _
5. Assessment	_ _ _ _
6. Treatment/Recovery Planning	_ _ _ _
7. Individual Counseling	_ _ _ _
8. Group Counseling	_ _ _ _
9. Family/Marriage Counseling	_ _ _ _
10. Co-Occurring Treatment/Recovery Services	_ _ _ _
11. Pharmacological Interventions	_ _ _ _
12. HIV/AIDS Counseling	_ _ _ _
13. Other Clinical Services (Specify) _____	_ _ _ _

Case Management Services**Sessions**

- | | |
|--|-------|
| 1. Family Services (Including Marriage Education, Parenting, Child Development Services) | _ _ _ |
| 2. Child Care | _ _ _ |
| 3. Employment Service | |
| A. Pre-Employment | _ _ _ |
| B. Employment Coaching | _ _ _ |
| 4. Individual Services Coordination | _ _ _ |
| 5. Transportation | _ _ _ |
| 6. HIV/AIDS Service | _ _ _ |
| 7. Supportive Transitional Drug-Free Housing Services | _ _ _ |
| 8. Other Case Management Services (Specify) | _ _ _ |

Medical Services**Sessions**

- | | |
|--|-------|
| 1. Medical Care | _ _ _ |
| 2. Alcohol/Drug Testing | _ _ _ |
| 3. HIV/ AIDS Medical Support & Testing | _ _ _ |
| 4. Other Medical Services
(Specify) _____ | _ _ _ |

After Care Services**Sessions**

- | | |
|---|-------|
| 1. Continuing Care | _ _ _ |
| 2. Relapse Prevention | _ _ _ |
| 3. Recovery Coaching | _ _ _ |
| 4. Self-Help and Support Groups | _ _ _ |
| 5. Spiritual Support | _ _ _ |
| 6. Other After Care Services
(Specify) _____ | _ _ _ |

Education Services**Sessions**

- | | |
|--|-------|
| 1. Substance Abuse Education | _ _ _ |
| 2. HIV/AIDS Education | _ _ _ |
| 3. Other Education Services
(Specify) _____ | _ _ _ |

Peer-to-Peer Recovery Support Services**Sessions**

- | | |
|---|-------|
| 1. Peer Coaching or Mentoring | _ _ _ |
| 2. Housing Support | _ _ _ |
| 3. Alcohol- and Drug-Free Social Activities | _ _ _ |
| 4. Information and Referral | _ _ _ |
| 5. Other Peer-to-Peer Recovery Support Services (Specify) | _ _ _ |

Agreement between the

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

BEHAVIORAL HEALTHCARE, DEVELOPMENTAL DISABILITIES AND HOSPITALS

and

NAME ON CONTRACTOR

Title of Agreement: ABC Agreement

Basis for Contract: (Ex RFP or LOI #)

Contract Award: \$000,000

Performance Period: July 1, 2015 to June 30, 2016

A G R E E M E N T

This agreement, hereinafter "Agreement", including attached ADDENDA, is hereby entered into this (DATE PRESENTED) _____ day of _____ 201#, by and between the State of Rhode Island acting by and through **Behavioral Healthcare, Developmental Disabilities and Hospitals** (hereinafter referred to as "the Department"), and _____ (hereinafter referred to as "the Contractor").

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

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

PAR. 1. GOVERNING LAW AND GENERAL TERMS AND CONDITIONS

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

PAR. 2. PERFORMANCE

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

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

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

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

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

PAR. 3. TIME OF PERFORMANCE

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

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

PAR. 4. PROJECT OFFICER – DEPARTMENT

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

PAR. 5. PROJECT OFFICER – CONTRACTOR

The Contractor shall appoint a Project Officer to be responsible for coordinating and reporting work performed by the Contractor agency under this Agreement. The Project Officer shall notify the Department in writing immediately, and seek approval from the Department, should a change to this Agreement be necessary in the opinion of the Project Officer. Under no circumstances will a change be undertaken without the prior written approval of the Department.

PAR. 6. BUDGET

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

PAR. 7. METHOD OF PAYMENT AND REPORTS

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

PAR. 8. TERMINATION AND/OR DEFAULT OF AGREEMENT

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

- a) Mutual Agreement
The contracting parties mutually agree in writing to termination.
- b) Default by Contractor
The Department may, by not less than thirty (30) days prior written notice to the Contractor, terminate the Contractor's right to proceed as to the Agreement if the Contractor:
 - 1. Materially fails to perform the services within the time specified or any extension thereof; or
 - 2. So fails to make progress as to materially endanger performance of the Agreement in accordance with its terms; or
 - 3. Materially breaches any provision of this Agreement.Termination, at the option of the Department shall be effective not less than thirty (30) days after receipt of such notice, unless the Contractor shall have corrected such failure(s) thirty (30) days after the receipt by the Contractor of such written notice; any failure which, in the exercise of due diligence, cannot be cured within such thirty (30) day period shall not be deemed a default so long as the Contractor shall within such period commence and thereafter continue diligently to cure such failure.
- c) Termination in the Interest of the Department
The Department may terminate this agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, not less than thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of the Department, become its property. If the agreement is terminated by the Department as provided herein, the Contractor will be paid an amount which bears the same rate to the total compensation as the services actually performed

bear to the total services of the Contractor covered by this Agreement, less payment of compensation previously made.

d) Availability of Funds

It is understood and agreed by the parties hereto that all obligations of the Department, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State and Federal funds, and in no event shall the Department be liable for any payments hereunder in excess of such available and appropriated funds. In the event that the amount of any available or appropriated funds provided by the State or Federal sources for the purchase of services hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified amount of services to be purchased hereunder for any reason whatsoever, the Department shall notify the Contractor of such reduction of funds available and the Department shall be entitled to reduce its commitment hereunder as it deems necessary, but shall be obligated for payments due to the Contractor up to the time of such notice. None of the provisions of this paragraph shall entitle the Department to compensation for anticipated profits for unperformed work.

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

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

1. Stop work under this contract on the date and to the extent specified in the notice of termination.
2. Take such action as may be necessary, or as the Department's project manager may reasonably direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Department 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 Department in the manner and to the extent directed by the Department's project officer all of the rights, title, and interest of the Contractor under the orders so terminated, in which case the Department 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 Department.
5. With the approval or ratification of the Department's project manager, initiate settlement of all outstanding liabilities and all claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this contract. Prior to a final settlement of said outstanding liabilities and claims arising out of such termination, final written approval of the Department's project manager must be obtained. Final approval by the Department 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 Department (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 Department's project manager all files, processing systems, data manuals, or other documentation, in any form, that relate to all the work completed or in progress prior to the notice of termination.

7. Complete the performance of such part of the work as shall not have been terminated by the notice of termination. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.
8. Unless terminated by the Department for default of the Contractor, the Contractor shall be entitled to reasonable account shut down expenses associated with such termination including the penalties associated with early termination of lease, software, hardware, and any other unamortized or incremental expenses accrued but not charged, excluding anticipated profits which shall not be reimbursed. The Contractor shall submit all identified shut down expenses associated with such termination incurred before and prior to the termination date. Any damages to the Department shall offset any shutdown expenses to the Department.
9. The Contractor acknowledges and agrees the services and/or deliverables provided under this Agreement are very important to the Department and that upon expiration or termination of the Agreement, must be continued without interruption whether by the State, the Department, governmental agency or another private entity ("successor entity"). Prior to the end of the Termination and up to sixty (60) days thereafter, the Contractor agrees to make an orderly transition of contract and/or deliverables hereunder and to perform any and all tasks in good faith that are necessary to preserve the integrity of the work performed by the Contractor on behalf of the Department. Upon termination or expiration of the Agreement, the Contractor, shall, if requested by the Department 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 Department 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 Department in form acceptable to the Department.

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

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

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

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

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

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

The Department may, by written notice of default to the Contractor, provide that the Contractor may cure a failure or breach of this contract within a period of thirty (30) days (or such longer period as the Department's agreement administrator or project manager may authorize in writing), said period to commence upon receipt of the notice of default specifying such failure or breach. The Department's exercise of this provision allowing the Contractor time to cure a failure or breach of this Agreement does not constitute a waiver of the Department's right to terminate this Agreement, without providing a cure period, for any other failure or breach of this Agreement.

In the event the Contractor has failed to perform any substantial obligation under this Agreement, or has otherwise committed a breach of this Agreement, the Department may withhold all monies due and payable to the Contractor directly related to the breach, without penalty, until such failure is cured or otherwise adjudicated.

Assurances before breach

- a) If documentation or any other deliverables due under this contract are not in accordance with the contract requirements as reasonably determined by the project

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

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

Department's options at termination

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

- a) Retain all or a portion of such hardware, equipment, software, and documentation as has been provided, obtaining clear title or rights to the same, and procure upon such terms and in such manner as the Department's project manager may deem appropriate, hardware, equipment, software, documentation, or services as are necessary to complete the project; or
- b) Notwithstanding the above, except as otherwise agreed, nothing herein shall limit the right of the Department to pursue any other legal remedies against the Contractor. In order to take into account any changes in funding levels because of executive or legislative actions or because of any fiscal limitations not presently anticipated, the Department may reduce or eliminate the amount of the contract as a whole with the scope of services being reduced accordingly, or subject to agreement by the parties concerning the scope and pricing, reduce or eliminate any line item(s).

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

PAR. 10. MODIFICATION OF AGREEMENT

The Department may permit changes in the scope of services, time of performance, or approved budget of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by the Department and the Contractor, must be in writing and shall

be made a part of this agreement by numerically consecutive amendment excluding “Special Projects”, if applicable, and are incorporated by reference into this Agreement. No changes are effective unless reflected in an approved change order issued by the State’s Division of Purchases.

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

PAR. 11. SUBCONTRACTS

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

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

The positions named by the Contractor and detailed in **ADDENDUM XVII – CORE STAFF POSITIONS**, which is incorporated by reference herein, will be considered core project staff positions for this project. The Contractor will not alter the core project team or use an independent contractor, company or subcontractor to meet required deliverables without the prior written consent of the Department’s project officer or other appointed designee(s) for which consent shall not be unreasonably withheld.

Failure to comply with the provisions of this Paragraph could result in denial of reimbursement for such non-approved sub-contracts.

PAR. 12. CONTRACTOR’S LIABILITY/INDEMNIFICATION

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

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

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

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

PAR. 13. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

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

Pursuant to Title VI and Section 504, as listed above and as referenced in **ADDENDA V AND VI**, which are incorporated herein by reference and made part of this Agreement, the Contractor shall have policies and procedures in effect, including, mandatory written compliance plans, which are designed to assure compliance with Title VI section 504, as referenced above. An electronic copy of the Contractor's written compliance plan, all

relevant policies, procedures, workflows, relevant chart of responsible personnel, and/or self-assessments must be available to the Department upon request.

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

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

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

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

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

PAR. 14. ASSIGNABILITY

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

PAR. 15. COPYRIGHTS

Any and all data, technical information, information systems, materials gathered, originated, developed, prepared, modified, used or obtained by the Contractor in performance of the Agreement used to create and/or maintain work performed by the Contractor, including but not limited to, all hardware, software computer programs, data files, application programs, intellectual property, source code, documentation and

manuals, regardless of state of completion shall be deemed to be owned and remain owned by the State (“State Property”), and the State has the right to (1) reproduce, publish, disclose or otherwise use and to authorize others to use the State Property for State or federal government purposes, and (2) receive delivery of such State Property upon 30 days notice by the State throughout the term of the contract and including 120 days thereafter. To be clear with respect to State Property, the work shall be considered “work for hire,” i.e., the State, not the selected Contractor or any subcontractor, shall have full and complete ownership of all State Property. The selected Contractor and any subcontractor hereby convey, assign and transfer to State any and all of its or their right, title and interest in State Property, if any, including but not limited to trademarks and copyrights. The State hereby grants to the federal government, and the federal government reserves, a royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose or otherwise use and to authorize others to use for federal government purposes such software, modifications and documentation designed, developed or installed with federal financial participation.

The Contractor agrees that no findings, listing, or information derived from information obtained through performance, as described in the Scope of Work in Addendum I with or without identifiers, may be released or publicly disclosed in any form for any purpose if such findings, listing, or information contain any combination of data elements that might allow an individual to determine a beneficiary’s identification without first obtaining written authorization from the Department’s project officer. Examples of such data elements include, but are not limited to geographic indicators, age, sex, diagnosis, procedure, date of birth, or admission/discharge date(s). The Contractor agrees further that the Department shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from the Department’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 EOHHS is considered confidential by the Department. For further requirements regarding confidentiality of information please refer to Paragraph 26 of this Agreement.

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

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

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

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

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

The Contractor certifies that it has appropriate systems and controls in place to ensure that Department funds will not be used in the performance of this Agreement for the

acquisition, operation or maintenance of computer software in violation of copyright laws.

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

PAR. 16. PARTNERSHIP

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

PAR. 17. INTEREST OF CONTRACTOR

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

PAR. 18. FEDERAL FUNDING PROVISIONS

Funds made available to the Contractor under this Agreement are or may be derived from federal funds made available to the Department. The Provisions of Paragraph 5 and Addendum II notwithstanding, the Contractor agrees to make claims for payment under this Agreement in accordance with applicable federal policies. The Contractor agrees that no payments under this Agreement will be claimed for reimbursement under any other Agreement, grant or contract that the Contractor may hold that provides funding from the same State or Federal sources. The Contractor further agrees to be liable for

audit exceptions that may arise from examination of claims for payment under this Agreement. The Contractor specifically agrees to abide by all applicable federal requirements for Contractors. Additionally, the Federal Award must be used in accordance with the specific Catalog of Federal Domestic Assistance (CFDA) number listed in **ADDENDUM IV – FISCAL ASSURANCES**. <https://www.cfda.gov/>

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

PAR. 19. FUNDING DENIED

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

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

PAR. 20. ACCESSIBILITY AND RETENTION OF RECORDS

The Contractor agrees to make accessible and to maintain all fiscal and activity records relating to this Agreement to state and/or federal officials, or their designated representatives, necessary to verify the accuracy of Contractor invoices or compliance with this Agreement. This accessibility requirement shall include the right to review and copy such records. This requirement is also intended to include but is not limited to any auditing, monitoring, and evaluation procedures, including on-site visits, performed individually or jointly, by state or federal officials or their agents necessary to verify the accuracy of Contractor invoices or compliance with the this Agreement (in accordance with 2 CFR § 200.331). If such records are maintained out of the State of Rhode Island,

such records shall be made accessible by the Contractor at a Rhode Island location. Minutes of board of directors meetings, fiscal records, and narrative records pertaining to activities performed will be retained for audit purposes for a period of at least three (3) years following the submission of the final expenditure report for this Agreement. Additionally, if any litigation, claim, or audit is started before the expiration of the 3 year period, as mentioned in Paragraph 2 of this Agreement, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken in accordance with 2 CFR § 200.333. If audit findings have not been resolved at the end of the three (3) years, the records shall be retained for an additional three (3) years after the resolution of the audit findings are made or as otherwise required by law.

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

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

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

PAR. 21. CAPITAL ASSETS

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

Upon written request by the Department, the Contractor agrees to execute and deliver to the Department a security interest in such capital assets in the amount of the value of such capital asset (or for a lesser amount as determined by the Department).

PAR. 22. COMPETITIVE BIDS

With the exception of services or products obtained for use in a leveraged environment, the Contractor agrees competitive bidding will be utilized for all purchases in direct and

exclusive support of the Department which are made under this Agreement in excess of five hundred dollars (\$500) or an aggregate of one thousand dollars (\$1,000) for any like items during the time of performance of this Agreement. Evidence of competitive bids must be retained in accordance with **PAR. 20. - ACCESSIBILITY AND RETENTION OF RECORDS.**

PAR. 23. SECURITY AND CONFIDENTIALITY

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

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

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

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

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

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

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

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

The Contractor shall notify the Covered Entity within one (1) hour by telephone call plus e-mail, web form or fax upon the discovery of any breach of security of PHI, PII or SI or suspected breach of security of PHI, PII or SI (where the use or disclosure is not provided for and permitted by this Agreement) of which it becomes aware. The Contractor shall, within forty-eight (48) hours, notify the Department's designated security officer of any suspected breach of unauthorized electronic access, disclosure or breach of confidential information or any successful breach of unauthorized electronic access, disclosure or breach of confidential information. A breach is defined pursuant to HIPAA guidelines as well as those found in the "Health Information Technology for Economic and Clinical Health Act" (HITECH). A breach or suspected breach may be an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PHI in violation of HIPAA privacy rules that compromise PHI security or privacy. Additionally, a breach or suspected breach may be an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PII or SI. The notice of a breach or suspected breach shall contain information available to the Contractor at the time of the notification to aid the Department in examining the matter. More complete and detailed information shall be provided to the Department as it becomes available to the Contractor.

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

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

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

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

PAR. 24. AUDIT

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

In the case wherein the amount identified in **PAR. 6. - BUDGET** is at least seven hundred and fifty thousand federal dollars (\$750,000) in any fiscal year, at no additional cost for the Department, the audit must be performed in accordance with 2 CFR § 200.500 et. seq., or with "Government Auditing Standards" as published by the Comptroller General of the United States. The audit must address areas of compliance and internal controls as outlined in 2 CFR § 200.500 et. seq. If a management letter is also issued as part of the audit, the management letter must be submitted as well (2 CFR § 200.512). All financial statements and audits must be submitted in a format that is acceptable to the Department.

In the case wherein the Contractor expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR § 200.501, et seq. at no additional cost for the Department, the audit must be performed in accordance with 2 CFR § 200.500 et. seq., or with "Government Auditing Standards" as published by the Comptroller General of the United States. The audit must address areas of compliance and internal controls as outlined in 2 CFR § 200.500 et. seq. If a management letter is also issued as part of the audit, the management letter must be submitted as well (2 CFR § 200.512). All financial statements and audits must be submitted in a format that is acceptable to the Department.

Moreover, if the Contractor has Agreements and/or Federal Awards which **in aggregate** are at least seven hundred and fifty thousand federal dollars (\$750,000) in any fiscal year, including the amount identified in **PAR. 6 – BUDGET**, the audit must be performed in accordance with federal requirements as outlined above (2 CFR 200.500 et seq.).

Should the Contractor expend less than seven hundred and fifty thousand federal dollars (\$750,000) in a fiscal year and be, therefore, exempt from having to perform an audit in accordance with 2 CFR § 200.500 et. seq., the Contractor may not charge the cost of such an audit to a federal award.

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

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

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

PAR. 25. SEVERABILITY

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

PAR. 26. ON-SITE INSPECTION

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

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

PAR. 27. DRUG-FREE WORKPLACE POLICY

The Contractor agrees to comply with the provisions of the Governor's Executive Order 91-14, the State's Drug Free Workplace Policy, and the Federal Omnibus Drug Abuse Act of 1988. As a condition of contracting with the State of Rhode Island, the Contractor hereby agrees to abide by **ADDENDUM VII - DRUG-FREE WORKPLACE POLICY**, and in accordance therewith has executed **ADDENDUM VIII - DRUG-FREE WORKPLACE POLICY CONTRACTOR CERTIFICATE OF COMPLIANCE**.

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

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

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

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

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

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

PAR. 30. CHIEF PURCHASING OFFICER

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

PAR. 31. OWNERSHIP

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

PROPRIETARY SOFTWARE. Each party will retain all rights in any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the date of this Agreement, or acquired or developed after the date of this Agreement without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor.

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

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

PAR. 32. FORCE MAJEURE

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

PAR. 33. RESERVED

PAR. 34. DISPUTES

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

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

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

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

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

PAR. 35. GOVERNING LAW

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

PAR. 36. WAIVER AND ESTOPPEL

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

PAR. 37. INSURANCE

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

PAR. 38. WORK REVIEWS

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

PAR. 39. BUSINESS CONTINUITY PLAN

The Contractor shall prepare and maintain a Business Continuity Plan upon execution of this Agreement, which shall include, but not be limited to, the Contractor's procedure for recovery of data and recovery for all operation components in case of an emergency or

disaster. Upon written or oral request by the Department, the Contractor shall provide the Department a copy of the above described Business Continuity Plan within ten (10) days of the Department's request.

PAR. 40. NOTICES

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

PAR. 41. COUNTERPARTS

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

PAR. 42. AMENDMENTS

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

PAR. 43. SURVIVAL

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

PAR. 44. ADDITIONAL APPROVALS

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

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

STATE OF RHODE ISLAND:

*****INSERT CONTRACTOR NAME***:**

MARIA MONTANARO,
DIRECTOR
DEPARTMENT OF BEHAVIORAL
HEALTHCARE, DEVELOPMENTAL
DISABILITIES AND HOSPITALS

DATE

AUTHORIZED AGENT/SIGNATURE
TITLE: _____

PRINT NAME

DATE

ADDENDA

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

- ADDENDUM I - REQUEST FOR PROPOSAL AND/OR SCOPE OF WORK**
- ADDENDUM II - BUDGET**
- ADDENDUM III - PAYMENTS AND REPORTS SCHEDULE**
- ADDENDUM IV - FISCAL ASSURANCES**
- ADDENDUM V - NOTICE TO EXECUTIVE OF HUMAN SERVICES' SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**
- ADDENDUM VI - NOTICE TO DEPARTMENT OF HEALTH AND HUMAN SERVICES' SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973**
- ADDENDUM VII - DRUG-FREE WORKPLACE POLICY**
- ADDENDUM VIII - DRUG FREE WORKPLACE POLICY CONTRACTOR CERTIFICATE OF COMPLIANCE**
- ADDENDUM IX - SUBCONTRACTOR COMPLIANCE**
- ADDENDUM X - CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**
- ADDENDUM XI - INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**
- ADDENDUM XII - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**
- ADDENDUM XIII - LIQUIDATED DAMAGES**
- ADDENDUM XIV - EQUAL EMPLOYMENT OPPORTUNITY**
- ADDENDUM XV - BYRD ANTI-LOBBYING AMENDMENT**
- ADDENDUM XVI - BID PROPOSAL**
- ADDENDUM XVII - CORE STAFF POSITIONS**
- ADDENDUM XVIII - FEDERAL SUBAWARD REPORTING**
- ADDENDUM XIX - BUSINESS ASSOCIATE AGREEMENT**

ADDENDUM I

**REQUEST FOR PROPOSAL /
SCOPE OF WORK**

ADDENDUM II

BUDGET

ADDENDUM III
PAYMENTS AND REPORTS
SCHEDULE

**ADDENDUM IV
FISCAL ASSURANCES**

1. The Contractor agrees to segregate all receipts and disbursements pertaining to this agreement from recipients and disbursements from all other sources, whether by separate accounts or by utilizing a fiscal code system.
2. The Contractor assures a system of adequate internal control will be implemented to ensure a separation of duties in all cash transactions.
3. The Contractor assures the existence of an audit trail which includes: cancelled checks, voucher authorization, invoices, receiving reports, and time distribution reports.
4. The Contractor assures a separate subsidiary ledger of equipment and property will be maintained.
5. The Contractor agrees any unexpended funds from this agreement are to be returned to the Department at the end of the time of performance unless the Department gives written consent for their retention.
6. The Contractor assures insurance coverage is in effect in the following categories: bonding, vehicles, fire and theft, and liability.
7. The following Federal requirements shall apply pursuant to OMB Guidance for Grants and Agreements. Where applicable:
 - Subpart A - Acronyms and Definitions (200.0 – 200.99)
 - Subpart B – General Provisions (200.100 – 200.113)
 - Subpart C – Pre-Federal Award Requirements and Contents of Federal Awards (200.200 – 200.211)
 - Subpart D – Post Federal Award (200.300 – 200.345)
 - Subpart E – Cost Principles (200.400 – 200.475)
 - Subpart F – Audit Requirements(200.500 – 200.521)
 - All Subsequent Addenda
8. If the Contractor expends Federal awards during the Contractor's particular fiscal year of \$750,000 or more, then 2 CFR § 200.500 et. seq., audits of states, local governments and non-profit organizations shall also apply or if applicable, an audit shall be performed in accordance with "Government Auditing Standards" as published by the Comptroller General of the United States (see Paragraph 24).
9. This agreement may be funded in whole or in part with Federal funds. If so, the CFDA reference number is _____. The Contractor must review applicable Federal Statutes, regulations, terms and conditions of the Federal Award in accordance with 2 CFR § 200.331 (a)(2).

ADDENDUM V

RHODE ISLAND DEPARTMENT OF BEHAVIORAL HEALTHCARE, DEVELOPMENTAL DISABILITIES AND HOSPITALS

NOTICE TO RHODE ISLAND DEPARTMENT OF BEHAVIORAL HEALTHCARE, DEVELOPMENTAL DISABILITIES AND HOSPITALS

SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Public and private agencies, organizations, institutions, and persons that receive Federal financial assistance through the Department of Behavioral Healthcare, Developmental Disabilities and Hospitals (BHDDH) are subject to the provisions of Title VI of the Civil Rights Act of 1964 and the implementing regulations of the United States Department of Health And Human Services (DHHS), which is located at 45 CFR, Part 80, collectively referred to hereinafter as Title VI. BHDDH contracts with Contractors include a Contractor's assurance that in compliance with Title VI and the implementing regulations, no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in its programs and activities on the grounds of race, color, or national origin. Additional DHHS guidance is located at 68 FR 47311-02.

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

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

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

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

- Provision that all Contractors, Sub-Contractors and Vendors of the service provider execute assurances that said Contractors, Sub-Contractors and Vendors are in compliance with Title VI.

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

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

It is the responsibility of each Contractor to acquaint itself with all of the provisions of the Title VI regulations. A copy of the regulations is available upon request from the community relations liaison officer, **Department of Behavioral Healthcare, Developmental Disabilities and Hospitals**, 14 Harrington Road, Cranston, RI 02920; telephone number: (401) 462-6218.

THE REGULATIONS ADDRESS THE FOLLOWING TOPICS:

SECTION:

80.1	PURPOSE
80.2	APPLICATION OF THIS REGULATION
80.3	DISCRIMINATION PROHIBITED
80.4	ASSURANCES REQUIRED
80.5	ILLUSTRATIVE APPLICATION
80.6	COMPLIANCE INFORMATION
80.7	CONDUCT OF INVESTIGATIONS
80.8	PROCEDURE FOR EFFECTING COMPLIANCE
80.9	HEARINGS
80.10	DECISIONS AND NOTICES
80.11	JUDICIAL REVIEW
80.12	EFFECT ON OTHER REGULATIONS; FORMS AND INSTRUCTIONS
80.13	DEFINITION

ADDENDUM VI

RHODE ISLAND DEPARTMENT OF BEHAVIORAL HEALTHCARE, DEVELOPMENTAL DISABILITIES AND HOSPITALS

NOTICE TO RHODE ISLAND DEPARTMENT OF BEHAVIORAL HEALTHCARE, DEVELOPMENTAL DISABILITIES AND HOSPITALS CONTRACTORS OF THEIR RESPONSIBILITIES UNDER SECTION USC 504 OF THE REHABILITATION ACT OF 1973

Public and private agencies, organizations, institutions, and persons that receive Federal financial assistance through the **Department Of Behavioral Healthcare, Developmental Disabilities and Hospitals (BHDDH)** are subject to the provisions of Section 504 of the Rehabilitation Act of 1973 and the Implementing Regulations of the United States Department of Health And Human Services (DHHS), which are located at 45 CFR, part 84 hereinafter collectively referred to as Section 504. BHDDH contracts with service providers include the provider's assurance that it will comply with Section 504 of the regulations, which prohibits discrimination against handicapped persons in providing health, welfare, or other social services or benefits.

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

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

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

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

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

It is the responsibility of each Contractor to acquaint itself with all of the provisions of the Section 504 regulations. A copy of the regulations, together with an August 14, 1978 Policy Interpretation of General Interest to Providers of Health, Welfare, or Other Social Services or Benefits, is available upon request from the Community Relations Liaison Officer, **Department of Behavioral Healthcare, Developmental Disabilities and Hospitals**, 14 Harrington Road, Cranston, RI 02920; telephone number (401) 462-6218.

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

SUBPART A - GENERAL PROVISIONS

SECTION:

- 84.1 PURPOSE
- 84.2 APPLICATION
- 84.3 DEFINITIONS
- 84.4 DISCRIMINATION PROHIBITED
- 84.5 ASSURANCE REQUIRED
- 84.6 REMEDIAL ACTION, VOLUNTARY ACTION, AND SELF-EVALUATION
- 84.7 DESIGNATION OF RESPONSIBLE EMPLOYEE AND ADOPTION OF GRIEVANCE PROCEDURES
- 84.8 NOTICE
- 84.9 ADMINISTRATIVE REQUIREMENTS FOR SMALL RECIPIENTS
- 84.10 EFFECT OF STATE OR LOCAL LAW OR OTHER REQUIREMENTS AND EFFECT OF EMPLOYMENT OPPORTUNITIES

SUBPART B - EMPLOYMENT PRACTICES

SECTION:

- 84.11 DISCRIMINATION PROHIBITED
- 84.12 REASONABLE ACCOMMODATION
- 84.13 EMPLOYMENT CRITERIA
- 84.14 PREEMPLOYMENT INQUIRIES
- 84.15 - 84.20 (RESERVED)

SUBPART C - ACCESSIBILITY

SECTION:

- 84.21 DISCRIMINATION PROHIBITED
- 84.22 EXISTING FACILITIES
- 84.23 NEW CONSTRUCTION
- 84.24 - 84.30 (RESERVED)

SUBPART F - HEALTH, WELFARE, AND SOCIAL SERVICES

SECTION:

- 84.51 APPLICATION OF THIS SUBPART
- 84.52 HEALTH, WELFARE, AND OTHER SOCIAL SERVICES
- 84.53 DRUG AND ALCOHOL ADDICTS
- 84.54 EDUCATION AND INSTITUTIONALIZED PERSONS
- 84.55 PROCEDURES RELATING TO HEALTH CARE FOR HANDICAPPED INFANTS
- 84.56 – 84.60 (RESERVED)

ADDENDUM VII

DRUG-FREE WORKPLACE POLICY

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

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

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

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

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

SIGNATURE:

TITLE:

DATE:

ADDENDUM IX

SUBCONTRACTOR COMPLIANCE

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

PAR. 12. CONTRACTOR’S LIABILITY/INDEMNIFICATION

PAR. 13. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

SIGNATURE:

TITLE:

DATE:

ADDENDUM X

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

SIGNATURE:

TITLE:

DATE:

ADDENDUM XI

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

PRIMARY COVERED TRANSACTIONS

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

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Department. The Department may terminate this transaction for cause or default.
3. The prospective primary participant shall provide immediate written notice to the Department if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled certification regarding debarment, suspension, ineligibility and voluntary exclusion - lower tier covered transactions, provided by EOHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-

procurement list (of excluded parties).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by as prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.

ADDENDUM XII

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

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

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

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

SIGNATURE:

TITLE:

DATE:

ADDENDUM XIII

LIQUIDATED DAMAGES

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

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

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

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

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

ADDENDUM XIV

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

ADDENDUM XV

BYRD ANTI-LOBBYING AMENDMENT

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

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

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

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

SIGNATURE:

TITLE:

DATE:

ADDENDUM XVI
BID PROPOSAL

ADDENDUM XVII

CORE STAFF POSITIONS

Department's Project Officer:

Department's Financial Officer:

Steven Dean

401-462-0486

Steven.dean@bhddh.ri.gov

Contractor's Project Officer:

Contractor's Financial Officer:

ADDENDUM XVIII

FEDERAL SUBAWARD REPORTING FFATA FORM

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

Directions:

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

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

IMPORTANT ITEMS TO NOTE ABOUT NEW REQUIREMENT

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

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

Rhode Island Office of Management & Budget

Sub-Award Reporting Worksheet

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

Section 1: State Agency and Federal Award Information														
Agency Contact Name	BHDDH-DBH Steven Dean						Agency Contact Telephone	401-462-0486						
Sub-Award Program Name							Agency Contact Email	Steven.dean@bhddh.						
Sub-Award Program Description														
Federal Award Information														
Federal Program Name							Federal Awarding Agency							
Federal Award Number							Date of Federal Award							
Award Type							CFDA Number							
Prime Agency DUNS +4	1	1	1	4	1	5	3	8	1	+		Amount Obligated from this Award		
Is sub-award funded by more than one federal award?										Yes *				

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

Section 2: Sub-Awardee Information												
Sub-Awardee DUNS+4										+	System for Award Management Registration Expiration Date (if applicable)	
Sub-Awardee Name (as registered in DUNS)										Sub-Award Principal Place of		
Sub-Awardee Address (as registered in DUNS)										Performance (where work performed) Number and Street		
City										City		
State										State		
ZIP+4										ZIP+4		
Executive Compensation† (to be completed by sub-awardee)												
In preceding fiscal year, did federal funds from all sources make up more than 80% of agency budget? If no, stop. Do not report executive compensation. Proceed to Sub-Awardee Certification.										Yes		
In preceding fiscal year, did your agency receive more than \$25 million in federal funds? If no, stop. Do not report executive compensation. Proceed to Sub-Awardee Certification.										Yes		
Is information about the compensation of the senior executives in the sub-recipient's organization (including parent organization, all branches, and all affiliates worldwide) publicly available? If no, report executive compensation for five highest paid officials below.										Yes		
1. Official Name					Compensation Amount							
2. Official Name					Compensation Amount							
3. Official Name					Compensation Amount							
4. Official Name					Compensation Amount							
5. Official Name					Compensation Amount							
† See Federal Register Volume 75, No. 177, Appendix A, Paragraph E5 for guidance on reporting executive compensation.												
Sub-Awardee Certification												

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

Signature
Signatory

Title of
Date

Section 3: Sub-Award Information (for state agency administrative purposes only)				
Sub-Award Number		Sub-Award Date		FFATA Report Month
Amendment 1 Obligation Amount		Amendment 1 Date		FFATA Report Month
Amendment 2 Obligation Amount		Amendment 2 Date		FFATA Report Month

ADDENDUM XIX

BUSINESS ASSOCIATE AGREEMENT ADDENDUM

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

1. Definitions:

A. Generally:

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

B. Specific:

(1) "Addendum" means this Business Associate Agreement Addendum.

(2) "Agreement" means the contractual Agreement by and between the State of Rhode Island, (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 any use or disclosure of the PHI not provided for by this Agreement, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware, within five (5) days of the incident.
- E. Business Associate agrees to ensure that any agent, including a subcontractor or vendor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information through a contractual arrangement that complies with 45 C.F.R. § 164.314.
- F. Business Associate agrees to provide paper or electronic access, at the request of Covered Entity and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. If the Individual requests an electronic copy of the information, Business Associate must provide Covered Entity with the information requested in the electronic

form and format requested by the Individual and/or Covered Entity if it is readily producible in such form and format; or, if not, in a readable electronic form and format as requested by Covered Entity.

- G. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity. If Business Associate receives a request for amendment to PHI directly from an Individual, Business Associate shall notify Covered Entity upon receipt of such request.
- H. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for the purposes of the Secretary determining compliance with the Privacy Rule and Security Rule.
- I. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.
- J. Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures for PHI in accordance with 45 §C.F.R. 164.528.
- K. If Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information (as defined in 45 C.F.R. § 164.402) for Covered Entity, it shall, following the discovery of a breach of such information, notify Covered Entity of such breach within a period of five (5) days after discovery of the breach. Such notice shall include: a) the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired or disclosed during such breach; b) a brief description of what happened, including the date of the breach and discovery of the breach; c) a description of the type of Unsecured PHI that was involved in the breach; d) a description of the investigation into the breach, mitigation of harm to the individuals and protection against further breaches; e) the results of any and all investigation performed by Business Associate related to the breach; and f) contact information of the most knowledgeable individual for Covered Entity to contact relating to the breach and its investigation into the breach.
- L. To the extent the Business Associate is carrying out an obligation of the Covered Entity's under the Privacy Rule, the Business Associate must comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligation.

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

3. Permitted Uses and Disclosures by Business Associate.

- a. Except as otherwise limited to this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Service Arrangement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity required by 45 C.F.R. §164.514(d).

- b. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504 (e)(2)(i)(B).
- e. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).

4. Obligations of Covered Entity

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

5. Permissible Requests by Covered Entity

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

6. Term and Termination.

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

7. Miscellaneous.

- a. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- b. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the Privacy and Security Rules and HITECH.

- c. The respective rights and obligations of Business Associate under Section 6 (c) and (d) of this Agreement shall survive the termination of this Agreement.
- d. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA and HITECH.
- e. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- f. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person other than Covered Entity, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.
- g. Modification of the terms of this Agreement shall not be effective or binding upon the parties unless and until such modification is committed to writing and executed by the parties hereto.
- h. This Agreement shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.
- i. Should any provision of this Agreement be found unenforceable, it shall be deemed severable and the balance of the Agreement shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.
- j. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the State of Rhode Island, including all matters of construction, validity and performance.
- k. All notices and communications required or permitted to be given hereunder shall be sent by certified or regular mail, addressed to the other part as its respective address as shown on the signature page, or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.
- l. This Agreement, including such portions as are incorporated by reference herein, constitutes the entire agreement by, between and among the parties, and such parties acknowledge by their signature hereto that they do not rely upon any representations or undertakings by any person or party, past or future, not expressly set forth in writing herein.
- m. Business Associate shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Business Associate and its employees, agents, representatives or subcontractors against any and all claims or claims for damages arising under this Business Associate Agreement and such insurance coverage shall apply to all services provided by Business Associate or its agents or

subcontractors pursuant to this Business Associate Agreement. Business Associate shall indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs and other expenses (including but not limited to, reasonable attorneys' fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to prevent or remedy possible identity theft, financial harm, reputational harm, or any other claims of harm related to a breach) incurred as a result of, or arising directly or indirectly out of or in connection with any acts or omissions of Business Associate, its employees, agents, representatives or subcontractors, under this Business Associate Agreement, including, but not limited to, negligent or intentional acts or omissions. This provision shall survive termination of this Agreement.

8. Acknowledgment.

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

Acknowledged and agreed to by:

BHDDH

PROVIDER

DIRECTOR
BHDDH

AUTHORIZED AGENT
TITLE: _____

Printed Name

Printed Name

Date

Date