

Agreement Number: 000000000

**AGREEMENT**

**Between the**

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

**EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES**

**and**

**Name of Contractor:** Freedman HealthCare

**Title of Agreement:** Project Management Services for the (RI-APCD)

**Basis for Contract:** RFP #7549627

**Contract Award:** \$324,795

**Performance Period:** October 1, 2015 to September 30, 2016 (With three optional extension years)

## A G R E E M E N T

This agreement, hereinafter "Agreement", including attached ADDENDA, is hereby entered into this - day of September 1<sup>st</sup> 2015, by and between the State of Rhode Island acting by and through the **Executive Office of Health and Human Services** (hereinafter referred to as "the Executive Office"), and Freedman HealthCare (hereinafter referred to as "the Contractor").

WHEREAS, the Executive Office 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 Executive Office, 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 Executive Office 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 Executive Office shall be given reasonable access to all activities related to this Agreement.

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

Monitor the activities of the sub-recipient as necessary to ensure that the sub-award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the sub-award; and that sub-award performance goals are achieved. Pass-through entity monitoring of the sub-recipient 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 sub-recipient from the pass-through entity as required by 2 CFR § 200.521 Management decision.

The Executive Office 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 Executive Office 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 1st day of October, 2015, and shall complete performance no later than the 30<sup>th</sup> day of September 2016 (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 Executive Office or the Contractor gives notice of its intent not to renew this Agreement, the Executive Office 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 – EXECUTIVE OFFICE

The Executive Office 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 Executive Office 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 Executive Office in writing immediately, and seek approval from the Executive Office, should a change to this Agreement be necessary in the opinion of the Project Officer. Under no circumstances will a change be undertaken

without the prior written approval of the Executive Office.

**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 Executive Office 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 Executive Office acknowledges and agrees that any increase in expenses due to delays by the Executive Office 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 Executive Office 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 Executive Office 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 Executive Office

The Executive Office 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 Executive Office, become its property. If the agreement is terminated by the Executive Office 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 Executive Office, 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 Executive Office 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 Executive Office shall notify the Contractor of such reduction of funds available and the Executive Office 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 Executive Office 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 Executive Office'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 Executive Office 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 Executive Office in the manner and to the extent directed by the Executive Office's project officer all of the rights, title, and interest of the Contractor under the orders so terminated, in which case the Executive Office 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 Executive Office.
5. With the approval or ratification of the Executive Office'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 Executive Office's project manager must be obtained. Final approval by the Executive Office 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 Executive Office (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 Executive Office'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 Executive Office 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 Executive Office shall offset any shutdown expenses to the Executive Office.
  9. The Contractor acknowledges and agrees the services and/or deliverables provided under this Agreement are very important to the Executive Office and that upon expiration or termination of the Agreement, must be continued without interruption whether by the State, the Executive Office, 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 Executive Office. Upon termination or expiration of the Agreement, the Contractor, shall, if requested by the Executive Office 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 Executive Office 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 Executive Office in form acceptable to the Executive Office.

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 Executive Office 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 Executive Office for damages sustained by virtue of any breach of this Agreement by the Contractor.

The Contractor's liability to the Executive Office 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 Executive Office to the Contractor under this Agreement. The exception to this limitation of liability is with regard to any direct damages incurred by the Executive Office 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 Executive Office's rights to pursue any other non-monetary remedies available to it.

The Executive Office 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 Executive Office'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 Executive Office'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 Executive Office'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 Executive Office 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 Executive Office'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 Executive Office and to demonstrate that other project schedules will not be affected. Upon written notice by the Executive Office's project manager of the Executive Office'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 Executive Office's project officer without affecting other project schedules. The Executive Office'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."

#### Executive Office's options at termination

In the event the Executive Office terminates this contract pursuant to this paragraph, the Executive Office 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 Executive Office'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 Executive Office 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 Executive Office 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 Executive Office for damages sustained by the Executive Office by virtue of any breach of the Agreement by the Contractor, and the Executive Office may withhold payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Executive Office from the Contractor is determined.

## **PAR. 10. MODIFICATION OF AGREEMENT**



The Executive Office 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 Executive Office 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 Executive Office 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 Executive Office. 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 Executive Office 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 Executive Office. Approval of the Executive Office 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 Executive Office. Approval by the Executive Office 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 Executive Office 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 Executive Office'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 Executive Office 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 EXECUTIVE OFFICE 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 EXECUTIVE OFFICE 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 Executive Office 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 Executive Office 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 Executive Office.

## 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 Executive Office'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 Executive Office shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from the Executive Office'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 Executive Office. 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 Executive Office 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 Executive Office 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 Executive Office. 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 Executive Office 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 Executive Office shall permit the Contractor at its option and expense either to procure for the Executive Office 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 Executive Office shall be prevented by injunction, the Contractor agrees to take back such deliverables or software and make every reasonable effort to assist the Executive Office in procuring substitute deliverables or software. If, in the sole opinion of the Executive Office, 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 Executive Office 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 Executive Office has paid the Contractor less any reasonable amount for use or damage.

The Contractor shall have no liability to the Executive Office 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 Executive Office 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 Executive Office 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 - REQUEST FOR PROPOSAL/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 Executive Office'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 Executive Office shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from the Executive Office'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 Executive Office is considered confidential by the Executive Office.

#### **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 Executive Office.

#### **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 Executive Office in writing and then subsequently obtaining approval, in writing, from the Executive Office, 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 Executive Office. 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 Executive Office 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 Executive Office. 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 Executive Office 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 Executive Office.

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 Executive Office on a pass-through basis and used on behalf of the Executive Office by the Contractor shall upon payment by the Executive Office, become the property of the Executive Office 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 Executive Office, the Contractor agrees to execute and deliver to the Executive Office 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 Executive Office).

## **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 Executive Office 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 Executive Office 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/Executive Office 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 Executive Office.

The Contractor expressly agrees and acknowledges that said confidential information provided to and/or transferred to provider by the Executive Office or to which the Contractor has access to for the performance of this Agreement is the sole property of the Executive Office 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 Executive Office. Further, the Contractor expressly agrees to forthwith return to the Executive Office any and all said data and/or information and/or confidential information and/or database upon the Executive Office'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](http://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 Executive Office 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 Executive Office'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 Executive Office in examining the matter. More complete and detailed information shall be provided to the Executive Office as it becomes available to the Contractor.

Upon notice of a suspected security incident, the Executive Office 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 Executive Office'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 Executive Office.

Nothing herein shall limit the Executive Office'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 Executive Office, 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 Executive Office, the Contractor shall provide the Executive Office a copy of the above described financial statement(s) within ten (10) days of the Executive Office'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 Executive Office, 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 Executive Office.

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 Executive Office, 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 Executive Office.

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 Executive Office 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 Executive Office, 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 Executive Office or the Federal Government in accordance with 2 CFR § 200.333.

If, as a result of on-site inspections, changes are requested by the Executive Office to ensure compliance with this Agreement and/or Federal Awards, the Contractor must perform changes within a time period defined by the Executive Office. All changes shall be documented by the Contractor and provided to the Executive Office 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 Executive Office 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 Executive Office'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 Executive Office under this Agreement, and paid for by the Executive Office ("Developed Software") is and shall remain the property of the Executive Office. 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 Executive Office. 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 Executive Office 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 Executive Office's sole and exclusive remedy for such failure, an amount equal to the charges actually paid by the Executive Office to the Contractor for the developed software that has failed to meet the foregoing warranty. Upon written request of the Executive Office, 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 Executive Office 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 Executive Office 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 Executive Office 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 Executive Office'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 Executive Office'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 Executive Office 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 Executive Office of Health and Human Services, Department of Administration, and/or by any third party designated by the Executive Office 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 Executive Office, the Contractor shall provide the Executive Office a copy of the above described Business Continuity Plan within ten (10) days of the Executive Office'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 Executive Office 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:**

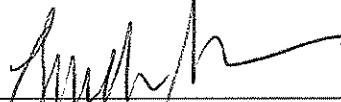


ELIZABETH H. ROBERTS, SECRETARY  
EXECUTIVE OFFICE OF HEALTH AND  
HUMAN SERVICES

DATE

9/29/15

**FREEDMAN HEALTHCARE:**



AUTHORIZED AGENT/SIGNATURE  
TITLE: Vice President

PRINT NAME

Linda Green

DATE

9/22/15

## ADDENDA

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

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

## ADDENDUM I

### REQUEST FOR PROPOSAL SCOPE OF WORK

#### **Task 1: Project Management for APCD Implementation**

##### Activity 1.1 - Support for Interagency Staff Work Group (ISW), Ongoing

- Continue to implementing the established format and timeline for regular meetings with the ISW.
- The FHC Project Director and the Data Release Project Manager will co-facilitate and guide the discussions of the ISW team, preparing meeting agendas to include all key activities and decision points .
- Resume weekly, in-person meetings with the ISW representatives while preparing for data release to achieve consensus on project direction and major strategic decisions, document decisions in a weekly decision log.

##### Activity 1.2 - APCD Project Management, Ongoing

- Oversee and Coordinate Data Collection and Vendors:
  - Provide ongoing supervision of the Data Aggregator and Analytic Vendor via weekly check-in meetings and frequent email/phone correspondence including weekly meetings between the Data Aggregator and the Analytic Vendor.
  - Provide oversight to evaluate the quality of technical deliverables, assess and review data anomalies and ensure adherence to development standards.
  - Hold quarterly meetings with data submitters to inform them of technical specification updates, data release procedures, and other relevant State business
  - Document data submitter and vendor meeting activities via follow-up email updates.
  - Carry out related project management tasks including: managing vendor timelines and deliverables; reviewing and editing carrier communications drafted by vendors; advising on regulatory compliance issues; and reviewing and approving data specifications.
- Onboard New Data Submitters: Assist with identifying and onboarding new carriers who meet the qualifications for submitting data to the APCD, such as Massachusetts insurers that cover RI residents working in MA, to increase the number of covered lives in the APCD.
- Serve as APCD Liaison to Other State Initiatives: Attend state meetings in which the APCD is a stakeholder (e.g. Department of Health initiatives, Common Provider Database Project, State Innovation Model Test Grant, etc.), prepare briefing documentation for these meetings, and serve as a liaison between the APCD ISW team and other programs, as requested by the State.

- **Draft Public-Facing Documents and Presentations:** The Project Director will draft and finalize APCD backgrounder documents, slide decks, RFPs and other public-facing documents as needed. The Data Release Project Manager will draft press releases, memos and email blasts as appropriate in conjunction with data release.
- **Lead Sustainability and Strategic Planning:** Frame options and plan and facilitate sessions to develop long-term funding solutions and multi-agency governance strategies. Develop a multi-year sustainability plan and identify future revenue sources, including CTC carrier contributions and revenue-generating APCD products.
- **Provide Insight from other States' Experience:** Provide insight into commonly encountered risks and successful mitigation strategies and advise on the development and effective implementation of all APCD tasks.

## **Task 2: Management of Data Release Process**

### **Activity 2.1-Facilitate Planning and Implementation of Data Release Process, Fall 2015**

- **Facilitate Creation of Business Rules for Data Release Review Board:** Facilitate discussions related to frequency of meetings; opportunities for delivering data and reports through standard public reports, custom reports, and subscription-based services; how approved data requests will be filled; and the fee schedule and fee collection method for these requests
- **Provide subject matter expertise on fee schedules and business rules used in other states to create a working and streamlined data release process.**
- **Building on the work done to date, including drafting the business processing document and data release procedures, continue to develop and refine a public data access/transparency plan in collaboration with the State.**
- **Develop and Implement Data Request Application:** FHC will work closely with the ISW to design and implement a paper- and web-based data release application through which all applicants may satisfy the requirements of the RI-APCD Regulations. The Data Release Project Manager will work directly with prospective customers to refine data requests as needed. In accordance with the Regulations,
- **Post all requests for RI-APCD data publically for a minimum of ten business days, to invite public comments on the applications.**

### **Activity 2.2-Manage and Support Data Release Review Board, Fall 2015-ongoing**

- **Develop a meeting schedule to ensure timely review of all data applications, and schedule and convene all Board meetings.**
- **Post all meeting schedules and agendas publically at least one week prior to meetings.** Ensure that the Board reviews all applications and makes a timely recommendation to the Director of Health or her designee. Attend all Board meetings in-person and help guide Board members through the review process during initial meetings. Prepare meeting materials, including a summary of each data request and evaluation materials for the

Board. Prepare meeting minutes within one week of each Board meeting and post these publically upon receiving the Director's approval. Prepare and submit to the ISW, a monthly report of all data requests received, denied, and granted.

- Develop Expedited Review Process: Work with the ISW and Board members to develop an expedited data release process for certain requests (if applicable including, but not limited to, State requests for restricted data and requests for additional years of data for ongoing State projects.

*Activity 2.3 -Support Production, Transmittal, and Payment of Data Release Files, Fall 2015-ongoing*

- Work with the State and the Analytic Vendor to produce and transmit approved datasets for customer use. In collaboration with the Analytic Vendor, develop specifications for these files
- Ensure that specifications and quality standards are met prior to dissemination.
- Work with the ISW to draft a letter of approval or denial of data, and provide written notice of the basis for the approval/denial to the applicant, on behalf of the State, within 15 business days.

*Activity 2.4 - Market APCD Products to Potential Users, Fall 2015-ongoing*

- Work with the State and external stakeholders to develop a strategic marketing plan for APCD products.
- Tack the types of data requested and the sectors requesting the data, to determine data release trends, interested market segments, and potential strategies for expanding APCD use.
- Advise RI on best strategies for reaching untapped market segments and promoting APCD data to increase state revenue from APCD-derived products.

**Task 3: Development and Refinement of Reporting Specifications and Measures**

*Activity 3.1- Facilitate Meetings with State Agencies and External Stakeholders, Ongoing*

- Build upon the existing stakeholder infrastructure to provide advisory input on the reporting objectives of the RI-APCD.
- Facilitate and guide discussions to help stakeholders refine their vision of a high-quality reporting system.
- Establish Regular communication with and facilitate at least bi-annual meetings with principals, in anticipation of agency directors playing a prominent role in advancing RI-APCD goals
- Continuously assess the stakeholder infrastructure to establish committees and working groups for meaningful dialogue about critical issues at the necessary time intervals.

Activity 3.2 -Support Development and Refinement of Reporting Strategy, Ongoing

- Working closely with the State, the other APCD vendors, and external stakeholders to translate and refine reporting specifications as reports are delivered and the database grows in claims volume.
- Work with the Analytic Vendor to ensure proper report functionality and usability.
- Advise the State on clinical utilization metrics, disease trends, and health status indicators throughout report development and production.
- Work closely with the State to ensure that there is analytic continuity (to the extent possible) between the methodologies used by the RI-APCD and other State initiatives.
- As data release progresses, identify new standard reports based on frequently requested data, and will work with the Analytic Vendor to implement these reports.
- Conduct an annual audit of reports to ensure the State's emerging analytic needs are continuously met.
- Other tasks include: convening participatory design sessions for State users to provide feedback on utility of the Business Intelligence (BI) platform; working with the Analytic Vendor to translate feedback into future BI tool functionality and reporting outputs; and performing quality review to ensure all deliverables are completed to the highest quality.

Activity 3.3 -Facilitate Training of State BI Tool Users, Fall 2015

- Work with the Analytic Vendor to facilitate relevant and timely BI tool trainings for State users.
- Lead privacy and security trainings for users, translating the restrictions on data access and release set forth in the Regulations into practice. Ensure state users are properly equipped for sharing data responsibly, by implementing the use of a State user Data Use Agreement and a Frequently Asked Questions reference document

Activity 3.4-Oversee Release of Public-facing Reports, Ongoing

- Work closely with the APCD Vendors and State stakeholders to facilitate validation of data and confirm reports are validated before public release. This validation will include both internal validation with state agencies and external validation by payers.
- Advise on public messaging for report release by assisting the State in framing public report messaging so that stakeholders can interpret the data correctly and understand the report's purpose.
- Respond to public comments/inquiries as requested by the State.



## ADDENDUM II

### BUDGET

In accordance with the RFP Cost Proposal submitted by the Contractor:

**Contract Total Value \$324,795.00**

#### Project Budget Breakdown by Task

Task	Activity	Fully loaded hourly rate*	Total	
			Hours	Cost
<b>1 Project Management - APCD Implementation</b>				
	Support for ISW		300	\$ 35,000.00
	Ongoing APCD Project Management		480	\$ 73,450.00
		<b>Subtotal Task 1:</b>	<b>780</b>	<b>\$ 108,450.00</b>
<b>2 Management of Data Release Process</b>				
	Facilitate Planning and Implementation of Data Release Process		285	\$ 39,000.00
	Manage and Support Data Release Review Board		280	\$ 34,400.00
	Support Production, Transmittal, and Payment of Data Release Files		120	\$ 15,500.00
	Market APCD Products to Potential Users		140	\$ 19,550.00
		<b>Subtotal Task 2:</b>	<b>825</b>	<b>\$ 108,450.00</b>
<b>3 Development/Refinement of Reporting Specs and Measures</b>				
	Facilitate Meetings with State Agencies and External Stakeholders		200	\$ 30,300.00
	Support Development and Refinement of Reporting Strategy		256	\$ 38,900.00
	Facilitate Training of State BI Tool Users		50	\$ 7,250.00
	Oversee Release of Public-facing Reports		149	\$ 24,525.00
		<b>Subtotal Task 3:</b>	<b>655</b>	<b>\$ 100,975.00</b>
<b>TOTAL PERSONNEL HOURS</b>			<b>4520</b>	
<b>TOTAL PERSONNEL COSTS</b>				<b>\$ 317,875.00</b>
<b>Travel (@\$60.00/trip between FHC and RI)</b>				<b>6,920.00</b>
<b>TOTAL FREEDMAN BUDGET</b>			<b>4520</b>	<b>324,795.00</b>

\*Fully loaded hourly rate includes fringe benefits, overhead costs, administrative fees and other associated costs

## **ADDENDUM III**

### **PAYMENTS AND REPORTS**

#### **SCHEDULE**

**Project Management for the RIAPCD**

**October 1, 2015-September 30, 2016**

**Payments:**

The contractor shall bill the Executive Office monthly by the 15<sup>th</sup> of the following month. The bill will delineate for each deliverable task the number and types of deliverables achieved and the associated cost as specified in the contract budget. The bill will delineate for each fixed price task, the number of hours spent on task and the associated blended rate as specified in the contract budget.

Bills should be sent to:

Amy Zimmerman, State HIT Coordinator  
Executive Office of Health and Human Services  
57 Howard Avenue  
Louis Pasteur Bldg.  
Cranston RI 02920  
amy.zimmerman@ohhs.ri.gov

**Reports:**

The Contractor will have 15 days after the end of the quarter to submit a quarterly report. The quarterly reports will include the following minimum information:

**Task 1: Project Management for APCD Implementation**

# of ISW meetings facilitated (including dates)  
# of principals meetings facilitated (including dates)  
# of Data Submitter meetings facilitated (including dates)  
# of provider directory meetings attended (including dates)  
Summary of all other meetings facilitated, and all materials prepared  
# of additional data submitters contacted and/or onboarded  
Description of public-facing documents and presentations drafted

**Task 2: Management of Data Release Process**

# of DRRC Meetings facilitated (including dates)  
# of data requests applications, by type, received/rejected/approved/collected payment for  
Description of all documents and presentations drafted pertaining to data release (i.e. DRRC business rules/operating procedures, data applications, data use agreements, etc.)  
Description of any meetings attended regarding data release (i.e. AGO Open Meetings Summit, etc.)  
Description of marketing strategies and/or materials developed

**Task 3: Development and Refinement of Reporting Specifications and Measures**

# of meetings facilitated with internal state agencies and external stakeholders re: reporting specifications (including dates)  
# of BI Tool trainings convened (including dates)  
Description of efforts to continuously refine reporting specifications

Quarterly reports should be sent to:

Amy Zimmerman, State HIT Coordinator  
Executive Office of Health and Human Services  
57 Howard Avenue  
Louis Pasteur Bldg.  
Cranston RI 02920  
amy.zimmerman@ohhs.ri.gov

#### **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 Executive Office at the end of the time of performance unless the Executive Office 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 93.624. 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 EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES**

#### **NOTICE TO EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES' SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

Public and private agencies, organizations, institutions, and persons that receive Federal financial assistance through the Executive Office of Health and Human Services (EOHHS) 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. EOHHS 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.

EOHHS reserves its right to at any time review Contractors to assure that they are complying with these requirements. Further, EOHHS 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 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 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 EOHHS 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 EOHHS, 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, **Executive Office of Health and Human Services**, 57 Howard Avenue, Cranston, RI 02920; telephone number: (401) 462-5274.

**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 EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES**

#### **NOTICE TO RHODE ISLAND EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES' 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 **Executive Office Of Health and Human Services (EOHHS)** 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. EOHHS 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 EOHHS 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 EOHHS, 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, **Executive Office of Health and Human**

Services, 57 Howard Avenue, Cranston, RI 02920; telephone number (401) 462-5274.

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.

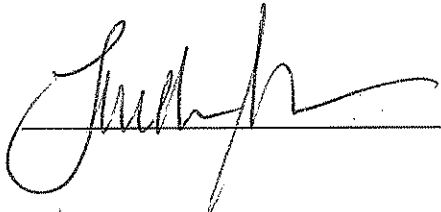


**ADDENDUM VIII  
DRUG-FREE WORKPLACE POLICY  
CONTRACTOR CERTIFICATE OF COMPLIANCE**

I, Linka Green (Name) Vice President (Title) Freedman Health Care (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:**

Vice President

**DATE:**

9/22/15

ADDENDUM IX

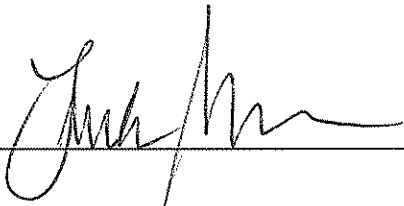
SUBCONTRACTOR COMPLIANCE

I, Linde Green (Name), Vice President (Title), Freedman Health Care (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\*\*\*~~ Freedman Health Care). 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:

Vice President

DATE:

9/22/15

## ADDENDUM X

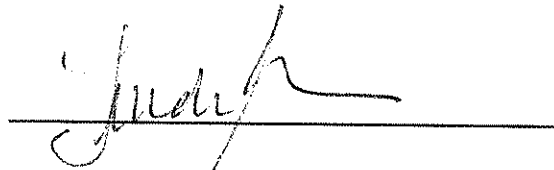
### CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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.

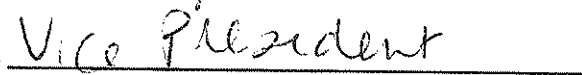
Any failure to comply with a prohibition in this section shall be a violation of this section and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty in an amount not to exceed \$1,000 for each violation, or may be subject to an administrative 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:

A handwritten signature in black ink, appearing to be "Judith", written over a horizontal line.

TITLE:

The handwritten title "Vice President" in black ink, written over a horizontal line.

DATE:

The handwritten date "9/22/15" in black ink, written over a horizontal line.

## **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 Executive Office'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 Executive Office determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Executive Office. The Executive Office may terminate this transaction for cause or default.
3. The prospective primary participant shall provide immediate written notice to the Executive Office 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 Executive Office.
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 Executive Office may terminate this transaction for cause of default.

## ADDENDUM XII

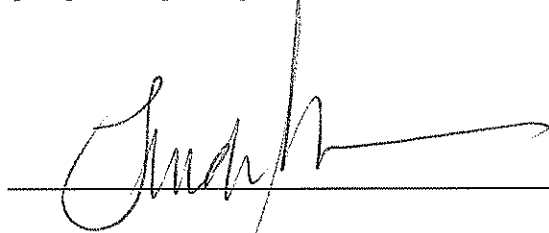
### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

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:

Vice President

DATE:

9/22/15

## **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 Executive Office 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 Executive Office's bid proposal and the contractor's proposal response (Addendum XVI), damage shall be sustained by the Executive Office and that it may be impractical and extremely difficult to ascertain and determine the actual damages which the Executive Office will sustain by reason of such failure. It is therefore agreed that Executive Office, 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 Executive Office, 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 Executive Office 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 Executive Office 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 Executive Office's project officer to the contractor's project officer. The contractor shall have a reasonable period designated by the Executive Office 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 Executive Office, any such damages shall be refunded, provided that the entire system takeover has been accomplished and approved by the Executive Office 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 Executive Office 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 Executive Office'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

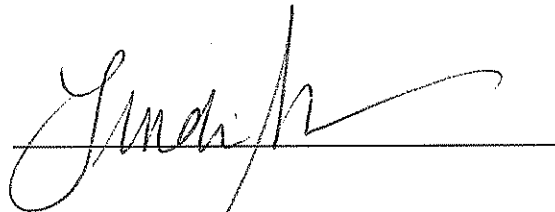
No Federal or State appropriated funds shall be expended by the contractor for influencing or attempting to influence an officer or employee of any agency, a member of congress or State Legislature, an officer or employee of congress or state legislature, or an employee of a member of congress or state 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 Executive Office 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:

Vice President

DATE:

9-22-15

**ADDENDUM XVI**

**BID PROPOSAL (including cost proposal)**



PROPOSAL TO

**The Rhode Island Department of  
Administration/Division of Purchases**

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**RFP #7549627**

**Project Management Services for the Rhode Island  
All-Payer Claims Database (RI-APCD)**

***Technical Proposal***

July 1, 2015

**Contact:**

**Tanya Bernstein, Senior Consultant  
Freedman HealthCare, LLC  
29 Crafts Street, Suite 470  
Newton, MA 02458**

**[tbernstein@freedmanhealthcare.com](mailto:tbernstein@freedmanhealthcare.com)**

**617-243-9509 x208**

### Capability, Capacity and Qualifications of FHC

Established in 2005, Freedman HealthCare, LLC (FHC) is a focused consulting firm committed to creating a more efficient healthcare system and ensuring broad community buy-in to a future vision of healthcare delivery. The firm's experiences with clients based in 23 states across the country – each with different political climates, legislative requirements, and approaches to healthcare reform – have demonstrated its skill in developing flexible, client- and state-specific processes.

FHC offers unparalleled expertise in helping states manage the formation and implementation of APCDs, having formally provided expert services and project management to twelve states and one regional collaborative launching multi-payer claims database projects.

The firm is deeply familiar with the history, development and implementation of the RI-APCD. In 2010, the RI Quality Institute and the RI Department of Health selected FHC to provide strategic planning and subject matter expertise for the development of the RI-APCD, laying much of the ground work for the Project Management role awarded to the firm in 2012. Since that time, FHC has shown proven value to the State, delivering exploratory analyses, technical and subject matter expertise, and on-the-ground project management as the program embarked on an aggressive timeline to collect and aggregate enrollment, claims, and provider data from public and private payers. With FHC assistance, the RI-APCD achieved all statutory and operational milestones required to begin full implementation by 2013. FHC has since overseen a streamlined process for data collection and aggregation, facilitated the procurement of an Analytic Vendor, overseen transmission of data extracts, and helped the State navigate every fork in the road along the way. By mid-2015, four years of historical data - totaling almost one million unique covered lives - will be available to RI state agencies through customized reporting tools.

FHC is eager to continue its work by providing project management services as RI ushers in the data access and release phase of the project. FHC recognizes the importance of validating RI-APCD data with internal and external stakeholders while creating an efficient, working process for data release. FHC's breadth of experience advising other states on data release gives the team keen insight into handling privacy concerns, managing data review board operations, and developing data release protocols that fit the State's needs and mission. Rhode Island will benefit from FHC's deep knowledge of APCD reporting challenges and will benefit from learned strategies, such as:

- *"No Surprises"*: Those entities being measured should have an opportunity for review and comment prior to public reporting;
- *Show Variation*: Reporting and measurement should show meaningful difference and information of value to various market segments (e.g., state agencies, researchers, consumers, etc.);
- *Drive Change*: APCDs should measure activity or outcomes that are impactful and actionable;
- *Engage Stakeholders*: Engage stakeholders early and often to instill a sense of ownership, address questions, and validate concerns;
- *Realistic, Phased Timeline*: A reporting plan with phases or tiers of reporting demonstrates that the APCD team has a clear view of how reports will evolve;
- *Agile Infrastructure*: Ensure that the APCD is flexible enough for potential integration with other data sources in the future (e.g. HIE, HIX, consumer cost portals).

Furthermore, FHC's work-to-date ensures that the team understands the State's priorities for using and disseminating RI-APCD data. This insight will prove crucial in marketing the RI-APCD data and identifying potential market segments and uses to produce product-driven revenue.

FHC is uniquely poised to help realize RI's needs and priorities, and if awarded the contract, will shift focus to helping the State identify the building blocks necessary to create and evolve a comprehensive analytic and reporting program. In 2014, FHC worked with RI stakeholders to develop a preliminary list of APCD-derived data elements to be included in five, increasingly sophisticated reporting packages. This insight, coupled with FHC's analytic expertise, will allow FHC to frame the State's analytic vision and communicate this to the Analytic Vendor. Moreover, FHC's technical experts will continue to help identify data quality issues early on, ensuring that all concerns are remediated as quickly as possible. FHC's proven track record in managing the Analytic Vendor demonstrates the team's ability to push for customizable, comprehensive analytics that meet the State's emerging needs.

**See Appendix A for Client References.**

### **Work Plan**

The foundation of FHC's project management approach is the development of a project-specific work plan itemized by task, activity, and completion targets to track progress and anticipate upcoming deliverables in order to meet project goals. FHC will prepare monthly status reports to communicate project status and risks, and will perform ongoing budget reconciliation and monitoring of all APCD funding sources.

### **Staffing**

**Project Director (0.4 FTE) and Data Release Project Manager (0.5 FTE)** - Recognizing the coordination required to effectively manage the RI-APCD, FHC has dedicated almost *one full-time* staff equivalent (0.9 FTE) to project management activities. The Project Director will oversee all RI-APCD project management tasks and Vendors, and advise the State on project direction, sustainability, and effective implementation strategies. As data becomes available for release beginning in fall 2015, the project management effort needed to implement the data release process will increase substantially. Anticipating this increased need, FHC will provide the State with a dedicated Data Release Project Manager to oversee data release activities and the Data Release Review Board, and assist the Project Director with project management activities as related to data release.

**Technical Expert (0.1 FTE)** - FHC understands the importance of having a dedicated project staff member with the technical know-how and expertise to hold Vendors accountable, review and make suggestions for agile database architecture, and oversee the technical implementation of the APCD. This technical expertise requires a significantly different professional background and skillset from those of a "traditional" project manager. Therefore, FHC is dedicating a Technical Expert for five hours per week to advise on best practices for data infrastructure and analytic platform design, develop solutions to data challenges in collaboration with the technical Vendors, and translate technical jargon into accessible language for stakeholders and public consumers.

**Subject Matter Expert (0.06 FTE)** - FHC's APCD Subject Matter Expert is a national expert on APCDs, having provided development, feasibility, and data release implementation services to eleven states. This expertise will allow Rhode Island to learn from the successes and challenges experienced by others.

**Clinical Expert (as needed)** - As the RI-APCD transitions into the data release and reporting phase, FHC proposes to offer Clinical Expert services to help the State determine best methodologies for developing utilization and quality metrics, explain observed disease patterns, and interpret health status indicators.

### **Task 1: Project Management for APCD Implementation**

#### **Activity 1.1 – Support for Interagency Staff Workgroup (ISW), Ongoing**

As the current Project Management Vendor for the RI-APCD, FHC will continue implementing the established format and timeline for regular meetings with the ISW. As the project enters the data release and reporting phase, the FHC Project Director and the Data Release Project Manager will co-facilitate and guide the discussions of the ISW team, preparing meeting agendas to include all key activities and decision points. To prepare for data release,

FHC will resume weekly, in-person meetings with ISW representatives to achieve consensus on project direction and major strategic decisions and will document decisions in a weekly decision log.

#### **Activity 1.2 – APCD Project Management, Ongoing**

*Oversee and Coordinate Data Collection and Vendors:* FHC will provide ongoing supervision of the Data Aggregator and Analytic Vendor via weekly check-in meetings and frequent email/phone correspondence. FHC's previous experience managing these vendors will allow the team to anticipate gaps in communication between vendors and remedy them effectively. The Project Director will continue to facilitate weekly meetings between the Data Aggregator and the Analytic Vendor. In addition, the Technical Expert will provide oversight to evaluate the quality of technical deliverables, assess and review data anomalies and ensure adherence to development standards. FHC will also hold quarterly meetings with data submitters to inform them of technical specification updates, data release procedures, and other relevant State business. FHC will document data submitter and vendor meeting activities via follow-up email updates. Related project management tasks include: management of vendor timelines and deliverables; reviewing and editing carrier communications drafted by vendors; advising on regulatory compliance issues; and reviewing and approving data specifications.

*Onboard New Data Submitters:* FHC will work with the State to identify and onboard new carriers who meet the qualifications for submitting data to the APCD, such as Massachusetts insurers that cover RI residents working in MA, to increase the number of covered lives in the APCD. This will make the database more robust over time and improve the quality and validity of reports to offer a more complete picture of RI's healthcare landscape.

*Serve as APCD Liaison to Other State Initiatives:* FHC understands the importance of ensuring that the project aligns with other state health and metadata initiatives. The Project Director and/or Data Release Project Manager will attend all state meetings in which the APCD is a stakeholder (e.g. Department of Health initiatives, Common Provider Database Project, State Innovation Model Test Grant, etc.), prepare briefing documentation for these meetings, and serve as a liaison between the APCD ISW team and other programs, as requested by the State.

*Draft Public-Facing Documents and Presentations:* The Project Director will draft and finalize APCD backgrounder documents, slide decks, RFPs and other public-facing documents as needed. The Data Release Project Manager will draft press releases, memos and email blasts as appropriate in conjunction with data release.

*Lead Sustainability and Strategic Planning:* FHC will frame options and lead planning sessions to develop long-term funding solutions and multi-agency governance strategies. FHC's experience in RI has given the firm insight into RI's upcoming priorities, such as providing accurate data to state initiatives for population management. FHC will leverage this knowledge in strategic planning sessions to advance RI's healthcare agenda. FHC will work closely with the State to develop a multi-year sustainability plan and identify future revenue sources, including CTC carrier contributions and revenue-generating APCD products.

*Provide Insight from other States' Experience:* Drawing on work in other states, FHC will provide insight into commonly encountered risks and successful mitigation strategies. FHC's Subject Matter Expert will advise on the development and effective implementation of all APCD tasks.

#### **Task 2: Management of Data Release Process**

##### **Activity 2.1 – Facilitate Planning and Implementation of Data Release Process, Fall 2015**

*Facilitate Creation of Business Rules for Data Release Review Board:* Under the supervision of the Project Director, the Data Release Project Manager will facilitate discussions related to frequency of meetings; opportunities for delivering data and reports through standard public reports, custom reports, and subscription-based services; how approved data requests will be filled; and the fee schedule and fee collection method for these requests. FHC will provide subject matter expertise on fee schedules and business rules used in other states to create a working and streamlined data release process. Building on the work done to date, including drafting the

business rules/processing document and data release procedures, FHC's Technical Expert, Greg Spino, will continue to develop and refine a public data access/transparency plan in collaboration with the State.

*Develop and Implement Data Request Application:* FHC will work closely with the ISW to design and implement a paper- and web-based data release application through which all applicants may satisfy the requirements of the RI-APCD Regulations. The Data Release Project Manager will work directly with prospective customers to refine data requests as needed. In accordance with the Regulations, FHC will work with the State to post all requests for RI-APCD data publicly for a minimum of ten business days, to invite public comments on the applications.

**Activity 2.2 – Manage and Support Data Release Review Board, Fall 2015-ongoing**

FHC will develop a meeting schedule to ensure timely review of all data applications, and schedule and convene all Board meetings. In accordance with the Open Meetings Law, FHC's Data Release Project Manager will develop and post all meeting schedules and agendas publicly at least one week prior to meetings. The Project Manager will ensure that the Board reviews all applications and makes a timely recommendation to the Director of Health or her designee. She will attend all Board meetings in-person and help guide Board members through the review process during initial meetings. FHC will also prepare meeting materials, including a summary of each data request and evaluation materials for the Board. The Project Manager will prepare meeting minutes within one week of each Board meeting and post these publicly upon receiving the Director's approval. FHC will prepare and submit to the ISW, a monthly report of all data requests received, denied, and granted.

*Develop Expedited Review Process:* FHC will work with the ISW and Board members to develop an expedited data release process for certain requests (if applicable) including, but not limited to, State requests for restricted data and requests for additional years of data for ongoing State projects.

**Activity 2.3 – Support Production, Transmittal, and Payment of Data Release Files, Fall 2015-ongoing**

FHC will work with the State and the Analytic Vendor to produce and transmit approved datasets for customer use. In collaboration with the Analytic Vendor, FHC's Technical Expert will develop specifications for these files and ensure that specifications and quality standards are met prior to dissemination. FHC's Data Release Project Manager will work with the ISW to draft a letter of approval or denial of data, and provide written notice of the basis for the approval/denial to the applicant, on behalf of the State, within 15 business days.

**Activity 2.4 – Market APCD Products to Potential Users, Fall 2015-ongoing**

FHC will work with the State and external stakeholders to develop a strategic marketing plan for APCD products. The Data Release Project Manager will track the types of data requested and the sectors requesting the data, to determine data release trends, interested market segments, and potential strategies for expanding APCD use. FHC will leverage its experience with other states' data dissemination plans to advise RI on best strategies for reaching untapped market segments and promoting APCD data to increase state revenue from APCD-derived products.

**Task 3: Development and Refinement of Reporting Specifications and Measures**

**Activity 3.1 - Facilitate Meetings with State Agencies and External Stakeholders, Ongoing**

FHC will build upon the existing stakeholder infrastructure to provide advisory input on the reporting objectives of the RI-APCD. Drawing on its experience in RI and other states, FHC will facilitate and guide discussions to help stakeholders refine their vision of a high-quality reporting system. As data critical to achieving agencies' goals becomes available, FHC anticipates that agency directors will play a prominent role in advancing RI-APCD goals and will establish regular communications and at least bi-annual meetings with principals. FHC will continuously assess the stakeholder infrastructure to establish committees and working groups for meaningful dialogue about critical issues at the necessary time intervals.

**Activity 3.2 – Support Development and Refinement of Reporting Strategy, Ongoing**

FHC will continue working closely with the State, the other APCD vendors, and external stakeholders to translate and refine reporting specifications as reports are delivered and the database grows in claims volume. Leveraging

expertise in claims reporting and analytics, FHC will work with the Analytic Vendor to ensure proper report functionality and usability. FHC's Clinical Expert, John Freedman, MD, will advise the State on clinical utilization metrics, disease trends, and health status indicators throughout report development and production. FHC will also work closely with the State to ensure that there is analytic continuity (to the extent possible) between the methodologies used by the RI-APCD and other State initiatives. As data release progresses, FHC will identify new standard reports based on frequently requested data, and will work with the Analytic Vendor to implement these reports. The Project Director will conduct an annual audit of reports to ensure the State's emerging analytic needs are continuously met. Other tasks include: convening participatory design sessions for State users to provide feedback on utility of the Business Intelligence (BI) platform; working with the Analytic Vendor to translate feedback into future BI tool functionality and reporting outputs; and performing quality review to ensure all deliverables are completed to the highest quality.

### **Activity 3.3 – Facilitate Training of State BI Tool Users, *Fall 2015***

FHC will work with the Analytic Vendor to facilitate relevant and timely BI tool trainings for State users. The Project Director and Data Release Project Manager will lead privacy and security trainings for users, translating the restrictions on data access and release set forth in the Regulations into practice. FHC has developed and received approval for a State user Data Use Agreement and a Frequently Asked Questions reference document to ensure users are properly equipped for sharing data responsibly.

### **Activity 3.4 – Oversee Release of Public-facing Reports, *Ongoing***

Confidence in the validity of RI-APCD data is essential to advancing State goals and demonstrating utility. FHC will work closely with the APCD Vendors and State stakeholders to facilitate validation of data and confirm reports are validated before public release. This validation will include both internal validation with state agencies and external validation by payers.

*Advise on Public Messaging for Report Release:* FHC's breadth of experience in other states ensures the team can anticipate common data issues and identify which reports may be controversial. FHC's Subject Matter Experts will assist the State in framing public report messaging so that stakeholders can interpret the data correctly and understand the report's purpose. FHC may also respond to public comments/inquiries as requested by the State.

### **Approach/Methodology**

FHC will ensure a collaborative and efficient partnership between the firm, the other APCD vendors, and the State, and will identify a single owner for each deliverable to create accountability. The Project Director will use a detailed project plan to ensure deadlines are met and staff are accountable for their assigned activities. Weekly meetings with the Data Aggregator (who oversees the Lockbox Vendor) and Analytic Vendor will allow the team to provide ongoing oversight of deliverables and timelines. In the event that a vendor cannot meet a deadline, FHC will request a written explanation for the setback and remediation plan to avoid future delays. The FHC team will communicate any changes to timelines or deliverables, suggested remediation plans and revised schedules to the ISW immediately for discussion and approval. FHC will work with all vendors to ensure the highest quality products are delivered and escalate performance issues to vendors' leadership as needed. In the event that a vendor is continuously performing unsatisfactorily, FHC will work with the State to take disciplinary action.

FHC's history of working with RI's data submitters gives the team invaluable knowledge of common data submission pitfalls. In working with the Data Aggregator to mitigate these issues in a timely manner, FHC has achieved a streamlined data collection process in which the majority of submitters are able to successfully submit monthly or quarterly data by the imposed deadlines. The Data Aggregator will continue to communicate directly with submitters and provide FHC with weekly updates on data submission progress. FHC has worked with the Data Aggregator and ISW to set new thresholds for data element completeness and will continue to monitor threshold levels for data elements via ongoing quality reports from the Data Aggregator. If a data submitter is not meeting technical specification requirements or deadlines, FHC will work with the State to warn the submitter of its noncompliance with RI Regulations and implement sanctions if necessary.



### FHC Staff Qualifications



**(SUBJECT MATTER EXPERT)** *Linda Green, MPA* is a national expert on APCDs, having provided development, feasibility, and implementation services to eleven states. Ms. Green's work on APCD implementations has included leading stakeholder engagement activities, implementing data release and reporting protocols, and developing data collection rules and technical submission guides. As the former Director of Health Data for the MA Division of Health Care Finance and Policy (now the Center for Health Information and Analysis), Ms. Green managed the team responsible for the process and requirements development for the MA APCD, as well as the Hospital Discharge Data and Emergency Room Datasets. Her prior experience as Director of the Managed Care Reimbursement Unit for the Commonwealth's Office of Acute and Ambulatory Care included the financial contractive responsibility and oversight for the state's \$1.7B Medicaid Managed Care Program.



**(TECHNICAL EXPERT)** *Greg Spino, CFA*, serves as the Technology Expert for FHC's current RI-APCD implementation engagement. His responsibilities include overseeing the development of database architecture; gathering and facilitating analytic business needs; and, oversight of the data collection process. Prior to joining the RI team, Mr. Spino oversaw the Data Warehouse and Business Intelligence program for the MA EOHHS where he was responsible for managing the procurement process for the Business Intelligence platform, designing and procuring the hardware infrastructure, and designing and building the analytic and reporting portal. Mr. Spino also oversaw all architecture and development for the data warehouse, as well as a portfolio of related projects including the technical components of a reporting application that tracks hundreds of quality and performance metrics.



**(CLINICAL EXPERT)** *John Freedman, MD, MBA*, Principal of Freedman HealthCare, has 25 years' experience in performance measurement and improvement, health IT, and health care reform. Before founding FHC, Dr. Freedman served as the Medical Director for Quality at Kaiser Permanente in Colorado, and as Medical Director for Specialty Services at one of the Northeast's largest community health centers. While at Tufts Health Plan, he helped them climb to a #2 national NCQA quality ranking. He has also served on the boards of MA Health Quality Partners and Network Health. Throughout his clinical and managerial career, Dr. Freedman has worked on reducing unnecessary hospital visits and admissions, including leading a systematic study of risk factors for unplanned hospitalization at Kaiser Permanente.



**(PROJECT DIRECTOR)** *Tanya Bernstein, MPH*, is a Senior Consultant at Freedman HealthCare, working with diverse clients to help them develop effective strategies and operation models and then implement those changes quickly and efficiently. For the past year and a half, Ms. Bernstein has served as the Project Manager for the RI-APCD implementation, shepherding the project through its development and data collection phases, on time and on budget. Other APCD-related projects have included project management and strategic planning services for the CT APCD and leading Colorado's procurement for a new data vendor. She is experienced in managing multiple vendors, stakeholder engagements, and helping clients identify and successfully procure funding sources. Prior to FHC, Ms. Bernstein was a senior research administrator at Boston Children's Hospital and project manager at Tufts Medical Center.



**(DATA RELEASE PROJECT MANAGER)** *Alyssa Ursillo, MPH*, has a breadth of experience managing a variety of analytic projects in health care settings. A native Rhode Islander, Ms. Ursillo currently manages the implementation of the RI-APCD's data release process. As part of this engagement, she has developed materials to translate the RI-APCD regulations into public-facing documents and data flow diagrams; researched data release models and challenges in other states; and, led presentations to State stakeholders. Ms. Ursillo's other engagements include leading grant writing efforts and conducting data analysis for a variety of clients, including the MA Attorney General's Office. Prior to joining FHC, Ms. Ursillo served as Program Coordinator at Boston Medical Center.

See Appendix B for Staff Resumes.

## Appendix A: Client References

Client	Address	Contact	Dates	Services Provided
<b>The Center for Improving Value in Health Care (CIVHC)</b>	Cherry Tower 950 S Cherry St. #208 Denver, CO 80246	Jonathan Mathieu Director of Data and Research jmathieu@civhc.org 720-484-4111	2010-present	Advised on strategic planning for Colorado APCD, including leading Stakeholder Advisory Committee, drafting regulations, data submission specifications and RFPs, and serving as project coordinator to implement data release process.
<b>Maryland Health Care Commission</b>	4160 Patterson Ave. Baltimore, MD 21215	Linda Bartnyska Director Linda.bartnyska@maryland.gov 410-764-3782	2014-present	Provide APCD subject matter expertise, project planning and oversight, deliverable tracking, and coordination to ensure the Maryland APCD meets goals of Cycle 3 and 4 Rate Review grants.
<b>Washington Health Alliance</b>	600 Stewart St. Seattle, WA 98101	Nancy Giunto Executive Director ngiunto@wahealthalliance.org 206-454-2951	2014-May 2015	Provided technical assistance on stakeholder engagement project exploring how Washington would implement an APCD, focused discussions on data use and access.
<b>Massachusetts Health Connector</b>	133 Portland St. 1 <sup>st</sup> Floor Boston, MA 02114	Jean Yang Former Executive Director, MA Health Connector Current Executive Director, Boston Children's Hospital Integrated Care Organization Jean_q_yang@state.ma.us 617-480-8396	2012-2014	Provided project management, strategic planning and subject matter expertise to apply APCD data to support federal risk adjustment requirements.
<b>Massachusetts Medicaid Office</b>	One Ashburton Place, 11th Floor Boston, MA 02108	Alda Rego Former Chief Financial Officer, Medicaid Office Current Assistant Secretary for Administration and Finance, Massachusetts EOHHS Alda.rega@state.ma.us 617-573-1770	2010-2011	Technical Expert designed and built multi-payer encounter solution to support data collection from 16 payer organizations, including facilitation of the ETL process, building the data model, and implementing the BI reporting application.

## Appendix B: Staff Resumes

**Linda Green**

### Professional Experience

**Freedman HealthCare, LLC, Newton, MA**

**2011 to-Date**

*Vice President - Programs*

Develop, manage and execute strategic plans to support state level implementation of all payer claims data sets and related public sector strategies including:

- Colorado All Payer Claims Dataset under the Center for Improving Health Care and Value, including developing an overall plan for the Advisory Committee; providing research and materials development; presentations at meetings; coordinating information flow; drafting rules; developing a reporting strategy and assisting in the data manager procurement process.
- Rhode Island All Payer Claims Dataset in development by the Rhode Island HEALTH Department and the Rhode Island Quality Institute, including developing a state-specific overall project plan, reporting and funding strategies.
- Massachusetts Division of Health Care Finance and Policy Key Indicators Evaluation, including a review of how the report has matured over time; existing metrics, calculation methodology; and target audiences.
- Presentations and materials development about APCDs for a wide range of audiences.
- Consulting to a state Medicaid agency regarding operations and implementation of state plan amendments and alternative payment methodologies.

**Goddard Associates LLC Health Care Consulting, Newton, MA**

**2010**

*Principal*

Independent consulting services to support public sector clients:

- Research and policy analysis for Affiliated Computer Services to support the Rhode Island Department of Human Services Long Term Care Rebalancing Initiative, including:
  - Leading an internal initiative to determine more effective models of care and subsequently drafting procurement documents; and
  - Developing and revising the project budget for the "Money Follows the Person" Demonstration Grant Proposal for the state, and approved by CMS.
- Drafting and editing services for two Medicaid managed care firms responding to state contracts; lead writer for children's behavioral health sections.
- Research and drafting materials for the Connecticut Universal Health Care Foundation's support of the Sustinet Board examining cross agency health care reform opportunities.

**Massachusetts Division of Health Care Finance and Policy, Boston, MA**

**2007-2009**

*Director of Health Data Analytics*

Reporting to the Assistant Commissioner, managed a team ranging from 4 to 11 analysts and a data quality unit responsible for:

- Intake of commercial claims data and production of public use datasets for the state's APCD
- Producing cost and quality measures for health care quality and cost website, *My Healthcare Options*
- Designing legislatively mandated report on employed persons' use of publicly subsidized health care
- Calculating patient safety and preventable hospitalization measures
- Verifying inpatient and emergency department hospital discharge data sets prior to release of public use files
- Streamlined agency's data release processes; developed similar process for Health Care Quality and Cost Council
- Oversaw quality enhancements for hospital discharge data sets

**Massachusetts Executive Office of Health and Human Services, Boston, MA**

**2002- 2007**

*Office of Acute and Ambulatory Care Director -Managed Care Reimbursement Unit*

Financial lead for \$1.7B Medicaid managed care program. Supervising a team of five professionals, led and coordinated projects including:

## Freedman HealthCare, LLC: - Project Management for Rhode Island's All Payer Claims Database

- Annual updates of capitation rates and financial terms for 5 managed care contracts, including supervising contracted actuaries; supporting negotiations; and drafting financial terms
- Managed care reimbursement strategic planning with senior EHS staff
- Expanding access to claims level detail through data warehouse improvements
- Monitor contractors' financial performance through reporting and meetings with CFOs
- Business requirements for managed care module in new claims processing system

Prior positions held 1994 through 2002 at this agency, formerly the Division of Medical Assistance, include:

Rate and Payment Analyst: Agency lead with actuarial firm responsible for calculating capitation rates for behavioral health managed care contract. Drafted reimbursement terms. Led financial negotiations for behavioral health contract. Monitored performance; analyzed cost and utilization data. Forecast spending.

Contract Manager: Supported procurement of service, administrative and consulting contracts. Prepared RFP's, evaluated bids, supported negotiations, and drafted contracts.

## **Education**

**Executive Office of Health and Human Services**  
Management Certificate Program

**2009**

**New York University Graduate School of Public Administration**  
Master's in Public Administration

**State University of New York at Binghamton, Harpur College**  
Bachelor of Arts

## Greg Spino

### Professional Experience

#### **Freedman HealthCare, LLC, Newton, MA**

**2011 - Date**

##### *Affiliate Consultant*

Deliver strategic and operations management and consulting services focusing on health care strategy, performance improvement, and health services management.

#### **Executive Office of Health and Human Services, Massachusetts, Boston, MA**

**2002 - Date**

##### *Director of Data Warehouse and Business Intelligence*

Direct all Data Warehousing and Business Intelligence related requirements for the Executive Office of Health and Human Services with specific emphasis on the 10 billion dollar Medicaid program. Responsibilities include:

- Maintain and enhance a 20+ Terabyte data warehouse that includes claims history and eligibility information for about 1.8 million members covering over 12 years of claims history;
- Collaborate with business users, analytic teams and EHS IT to develop the single business intelligence platform serving over 1500 users across 30 business units;
- Work closely with business users in all major EHS projects from project inception to ensure that their reporting and analytic requirements are met;
- Draft bond briefs to secure public funding from the Commonwealth on major investment projects;
- Draft Advance Planning Document (APD) for each project to secure Federal Government/ CMS funding;
- Participate in EHS PMO and major projects steering committees for project prioritization;
- Manage the multi-year 25+ million dollar project budget;
- Provide EHS with an Enterprise Reporting platform to manage reporting needs for all EHS developed applications, integrated using EHS single sign-on.

#### **Putnam Investments, Canton, MA**

**2001-2002**

##### *Project Lead/Senior Analyst*

Managed the product development life cycle for segments of 'My Putnam', a web-based financial services portal application that consolidated research, pricing, news, recommendation and other relevant analytic content for analyst and portfolio managers. Responsibilities included:

- Manage project life cycle from requirements gathering through development, testing and implementation;
- Coordinate with multiple organizations, both internal and external vendors, to design data feeds that meet the desired business requirements;
- Led workshops with senior investment professionals, portfolio managers, and analysts to define business requirements for MyPutnam;
- Integrated multiple source systems into a single repository from which reports and web application were created to meet various business needs;
- Gather requirements, write design specification and work in coordinating the development process;
- Prioritized and packaged release functionality to provide maximum value to the business.

#### **AT&T Broadband / MediaOne, Boston, MA**

**2000-2001**

##### *Project Leader*

- Lead analyst in the support of the development of an Oracle data warehouse that contains the entire customer and prospect base for the Broadband business;
- Integrated multiple source systems into a single repository from which multiple Oracle Data Marts were created to meet various business needs;
- Gather requirements, synthesize and create requirement documents to best meet the needs of all regions;
- Write design specification and work in coordination with development throughout the process;
- Defined reporting requirements and assisted in the deployment and roll out of Micro Strategies.

## **Education**

**Boston University, Boston, MA**  
B.A. in Economics

**1990**

### **CFA Charter Holder**

Licenses: Series 7 & 63 brokerage license

**System Development Methodology Rational Unified Process**  
Cooper & Lybrand Systems Methodology

## John D. Freedman, MD, MBA

### Professional Experience

<b>Freedman HealthCare, LLC, Newton, MA</b> <i>Principal</i> Healthcare performance measurement and informatics consulting firm, and a leader in provider performance evaluation and the use of large datasets, such as All-Payer Claims Datasets, to improve health care.	<b>2006-Date</b>
<b>Network Health, Inc., Medford, MA</b> <b>Member, Board of Directors. NHI served 180,000 Members in MassHealth (Medicaid) and Commonwealth Care (insurance exchange) populations.</b>	<b>2008-2011</b>
<b>Eastern Massachusetts Healthcare Initiative, MA</b> Performance Measurement and Reporting Workgroup.	<b>2006-2007</b>
<b>Massachusetts Division of Health Care Finance and Policy, Boston, MA</b> Advisory Committee on Public Data Release.	<b>2006-2007</b>
<b>Tufts University School of Medicine, Boston, MA</b> <i>Adjunct Assistant Professor of Medicine</i>	<b>2002-Date</b>
<b>Tufts Health Care Institute (formerly Tufts Managed Care Institute), Boston, MA</b> <i>Associate Medical Director (2001-07), faculty (1999-2007, 2009-11) and Course Director (2000-02)</i> <i>Course Director of highly rated managed care residency rotation for graduating medical residents.</i>	<b>1999-2011</b>
<b>Tufts Health Plan, Waltham and Watertown, MA</b> <i>Assistant Vice President and Medical Director for Medical and Quality Management</i> Leader of clinical measurement programs including P4P, physician profiling, public provider report cards, tiered-network products, predictive modeling, and clinical program evaluation. Oversaw utilization management, including medical technology assessment. Recipient of 2004 Innovator's Award from America's Health Insurance Plans	<b>1999-2005</b>
<b>Caris Diagnostics, Newton, MA</b> <i>Co-founder</i> Largest skin pathology laboratory in New England.	<b>1997-2000</b>
<b>Boston University School of Medicine, Boston MA</b> <i>Clinical Assistant Professor of Medicine</i>	<b>1994-2005</b>
<b>East Boston Neighborhood Health Center, East Boston and Winthrop, MA</b> <i>Medical Director for Specialty Services</i> Largest community health center in northeast US. Managed forty specialty physicians at three sites; Expanded clinical services including endoscopy suite, and optical laboratory and dispensary. Managed relationships with three affiliated Boston academic medical centers.	<b>1994-1999</b>
<b>Kaiser Permanente &amp; Colorado Permanente Medical Group, Denver, CO</b> <i>General Internist and Assistant Medical Director for Quality Improvement in Department of Internal Medicine</i> Chair, Quality Improvement Committee. Directed HEDIS reporting and directed improvement programs. Researched predictors of hospitalization for the elderly.	<b>1993-1994</b>
<b>University of Louisville, Louisville, KY</b> <i>Clinical Assistant Professor of Medicine</i>	<b>1991-1993</b>

### Other Appointments and Positions

<b>Fishing Partnership, Burlington, MA</b> <i>Member, Board of Directors, Treasurer (2014-date)</i> Non-profit organization serving Massachusetts commercial fisherman and their families by providing them access to health services and training.	<b>2013-date</b>
<b>Health Care Advisory Committee, Newton, MA</b> Chair, citizens' committee to advise Mayor and Board of Aldermen on health care benefits, wellness, and related matters for city	<b>2013-date</b>

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employees, retirees, and dependents.

### Board of Alderman (City Council), Newton, MA

2008-2011

Two-term elected representative. Vice Chairman, Finance Committee (2010-11); Vice Chairman, Programs & Services Committee (2008-09); Chairman, Rules Subcommittee (2008-09).

## Education

### University of Louisville, Louisville, KY

M.B.A. with concentration in health systems. Beta Gamma Sigma.

### Boston University Medical Center, Boston, MA

1991

Internship and Residency in Internal Medicine.

### University of Pennsylvania, Philadelphia, PA

M.D., W.K. Kellogg Foundation Fellow.

### Harvard College, Cambridge, MA

A.B. in Biology, magna cum laude.

Honors thesis: Original research in vertebrate physiology.

## Recent Publications

Freedman JD, Apgar K, et al. Health Care Advisory Committee First Report. City of Newton. December, 2013

Katz NP, Birnbaum H, Brennan MJ, Freedman JD, Gilmore GP, Jay D, Kenna GA, Madras BK, McElhaney L, Weiss RD, White AG. Prescription Opioid Abuse: Challenges and Opportunities for Payers. *Am J Manag Care* 19(4):295-302, 2013.

Examination of Health Care Cost Trends and Cost Drivers, Massachusetts Attorney General's Office, June 22, 2011 and August 3, 2011 with analytic support provided by Freedman HealthCare, LLC.

[http://www.mass.gov/Cago/docs/healthcare/2011\\_HCCTD\\_Full.pdf](http://www.mass.gov/Cago/docs/healthcare/2011_HCCTD_Full.pdf)

Year 1 Final Report, Massachusetts Statewide Quality Advisory Committee, November 2012. Measurement expertise and recommendations provided by Freedman HealthCare, LLC.

<http://www.mass.gov/chia/docs/g/sqac/sqac-final-report-11-9-12.pdf>

Assessment of Texas Tobacco Cessation Landscape: Recommendations for Public-Private Partnership Development, Tobacco Research & Evaluation Team, The University of Texas at Austin and Department of State Health Services Tobacco Prevention and Control, September 24, 2012, prepared by Freedman HealthCare, LLC.

Assessment of Health Insurance Landscape for Public-Private Partnership Development, Massachusetts Department of Public Health- Tobacco Cessation and Prevention Program, August 27, 2012, prepared by Freedman HealthCare, LLC.

Examination of Health Care Cost Trends and Cost Drivers, Massachusetts Attorney General's Office, June 22, 2011 and August 3, 2011 with analytic support provided by Freedman HealthCare, LLC.

<http://www.mass.gov/ago/docs/healthcare/2011-hcctd-full.pdf>

Massachusetts Health Care Cost Trends, Price Variation in Health Care Services, June 3, 2011, Division of Health Care Finance and Policy with analytic support provided by Freedman HealthCare, LLC.

[http://www.mass.gov/Eeohhs2/docs/dhcfp/cost\\_trend\\_docs/cost\\_trends\\_docs\\_2011/pricevariation\\_report.pdf](http://www.mass.gov/Eeohhs2/docs/dhcfp/cost_trend_docs/cost_trends_docs_2011/pricevariation_report.pdf)

Freedman JD, Gottlieb AB, Lizzul P. Tiered networks, physician ratings, and dermatology. *J Amer Acad Derm*, 64(6):1164-9, 2011.

Advancing Meaningful Use: Simplifying Complex Clinical Metrics through Visual Representation, the Parsons Institute for Information Mapping, PIIMS Research, October 15, 2010.

[http://piim.newschool.edu/media/pdfs/PIIM-RESEARCH\\_AdvancingMeaningfulUse.pdf](http://piim.newschool.edu/media/pdfs/PIIM-RESEARCH_AdvancingMeaningfulUse.pdf)

Examination of Health Care Cost Trends and Cost Drivers, Massachusetts Attorney General's Office, March 16, 2010 with analytic support provided by Freedman HealthCare, LLC

<http://www.mass.gov/ago/docs/healthcare/final-report-w-cover-appendices-glossary.pdf>

Freedman JD for Care Focused Purchasing, Inc. Providers and Performance Measurement: Helping Patients and Providers. *Care Focused Purchasing, Inc.*

Schein JR, Kosinski MR, Janagap-Benson C, Freedman JD. Functionality and health-status benefits associated with reduction of osteoarthritis pain. *Curr Med Res Opin* 24(5):1255-65, 2008.



Freedman JD, Landon BE. Massachusetts' health plans use of selected quality and utilization management tools. *Massachusetts Medical Society* 2008. Available at [www.massmed.org](http://www.massmed.org).

## Recent Meetings and Presentations

A National Perspective of the APCD Landscape (NEHI)

The Network for Excellence in Health Innovation, A NEHI Expert Event, Boston, MA, November 4, 2014

NAHDO CMS SIM and Exchange Investments to Build States' Data Infrastructure, National Association of Health Data (NAHDO) Annual Conference, San Diego, CA, October 8, 2014

APCD Physician Perspective on the Role of Multi-payer Databases, Medical Informatics World Conference, Boston, MA, April 28, 2014

Trends in Transparency and Quality in Health Care Reform: Current Topics in American Health Care Policy, Tufts University Medical School, Boston, MA, April 10, 2014

Political Economy of the US Healthcare System, Occupational Health Policy and Administration (EH231), Harvard School of Public Health, Boston, MA, March 31, 2014

What Happens in Colorado: Take Aways for Strong Reporting Programs, National Association of Health Data Organizations Health Data Summit, Denver, CO, December 12, 2013

Frontiers in Physician Measurement: Exploring Patient Narratives and Patient-Reported Outcomes for Public Reporting, AHRQ CVE Learning Network Webinar, December 18, 2013

Frontiers in Physician Measurement: Reporting on Individual Physicians. AHRQ CVE Learning Network Webinar, November 25, 2013

Project Facilitator, Field Project in Quality Improvement (HCM758), Harvard School of Public Health, Boston, MA, September 23 & November 18, 2013

Health Reform and Medical Practice in Maine, Maine Medical Association, Freeport, ME, June 10, 2013

Health Care Reform and Trends, MA Academy of Dermatology, Waltham, MA May 1, 2013

CVE Collaboration with State Medical Societies: Need to do it, but how? AHRQ CVE Learning Network Webinars, March 11, 2013 & April 8, 2013

Political Economy of the US Healthcare System, Occupational Health Policy and Administration (EH231), Harvard School of Public Health, Boston, MA, April 8, 2013.

Health Data and Health IT, Center for the Improvement of Value in Health Care, Denver, CO, April 2, 2013.

Quality and Performance Measurement in Health Care, in American Health Care System, Northeastern University, Boston, MA, March 19, 2013.

Project Facilitator, Quality Improvement and Quantitative Methods in Quality (HCM756), Harvard School of Public Health, Boston, MA, September 24, 2012 & January 7, 2013.

All Payer Claims Datasets and Big Data. Collaborative Health Consortium, webinar, December 7, 2012.

Creating Actionable Data from All Payer Claims Databases, NAHDO 27<sup>th</sup> Annual Conference, New Orleans, LA, October 23, 2012.

APCDs - How Big Data in Health Care will Empower Patients and Transform Health Care, Strata Rx 2012 Conference, San Francisco, CA, October 16, 2012.

Follow the Money: Healthcare Expenditures, Financing and Actions to Control Cost, Health Systems I, Suffolk University, Boston, MA, October 1, 2012.

Political Economy of the US Healthcare System, Occupational Health Policy and Administration (EH231), Harvard School of Public Health, Boston, MA, April 2, 2012.

Quality Measurement, Massachusetts Statewide Quality Advisory Committee, Boston, MA, February 16, 2012.

Understanding Massachusetts Healthcare Costs; the Attorney General's Reports, Hallmark Health, Ninth Charles F. Johnson Lecture, Lawrence Memorial Hospital of Medford, November 29, 2011.

Follow the Money: Healthcare Expenditures, Financing and Actions to Control Cost, Health Systems I, Suffolk University, Boston, MA, October 3, 2011.

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Project Facilitator, Quality Improvement and Quantitative Methods in Quality (HCM756), Harvard School of Public Health, Boston, MA, September 19, 2011 & January 9, 2012.

Political Economy of the US HealthCare System, 2011 Tufts Healthcare Institute's Practicing Medicine in a Changing Health Care Environment, August 15, 2011.

Lessons from the Gamer Community for Physicians, O'Reilly FOO Healthcare Conference sponsored by the Robert Wood Johnson Foundation, Cambridge, MA, July 15-17, 2011

How to Improve the Effectiveness of US Health Care Spending, O'Reilly FOO Healthcare Conference, sponsored by the Robert Wood Johnson Foundation, Cambridge, MA, July 15-17, 2011

Best Practices in Hospital Clinical Data Benchmarking Programs, Colorado Hospital Association, Denver, CO, July 26, 2011

All Payer Claims Datasets, Colorado Hospital Association, Denver, CO, July 26, 2011

Testimony of Dr. John Freedman, Annual Public Hearing under Chapter 118G, section 6½, Review of Findings from AGO Examination of Health Care Cost Trends and Cost Drivers, Boston, MA, June 30, 2011

Best Practices for Healthcare Data Integration, Business Intelligence Technology Advisors Webinar, June 2011

Best Practices in Hospital Clinical Data Benchmarking Programs, Part 1 and Part 2, Virginia Hospital Association Webinar, June 1 & 8, 2011

How Are We Doing? Measuring Performance in a Hospital, Virginia Hospital Association Webinar, May 25, 2011

How Are We Doing? Performance Measurement in Healthcare, Maine Hospital Association, Portland, ME, May 18, 2011

Best Clinical Practices in Hospital Clinical Data Benchmarking Programs, Maine Hospital Association, May 18, 2011

All Payer Claims Datasets: A Valuable Tool for Accountable Care, Massachusetts Governor's Health Information Technology Conference, Worcester, MA, May 31, 2011

Political Economy of the US Healthcare System, in Occupational Health Policy and Administration (EH231), Harvard School of Public Health, Boston, MA, April 4, 2011.

The Future of Clinical Practice Planning for Reform, American College of Rheumatology, March 2011

All-Payer Claims Datasets, Massachusetts Health Data Consortium, Waltham, MA, January 11, 2011

How Are We Doing? Performance Measurement in Health Care, South Shore Physician Hospital Organization Annual Meeting, South Weymouth, MA, October 7, 2010

Project Facilitator, Quality Improvement and Quantitative Methods in Quality (HCM756), Harvard School of Public Health, Boston, MA, September 27, 2010 and January 10, 2011.

Are Your Physicians Ready for Reform? Healthcare Finance News Virtual Conference and Expo web-based seminar, September 15, 2010.

Transitioning a Provider to an Accountable Care Organization, Recombinant Data Corporation, June 22, 2010, web-based seminar.

Best Practices for Healthcare Data Integration: Health Trends, BIT Advisors, June 17, 2010, web-based seminar.

Political Economy of the US HealthCare System, Harvard School of Public Health, Boston, MA, April 12, 2010.

Testimony of Dr. John Freedman, Annual Public Hearing under Chapter 118G, section 6½, Review of Findings from AGO Examination of Health Care Cost Trends and Cost Drivers, Boston, MA, March 16, 2010.

## Tanya Bernstein

### Professional Experience

#### **Freedman HealthCare, LLC, Newton, MA**

**2013 - Date**

##### *Senior Consultant*

Provide strategic planning, project management, and prospecting services to a wide-range of state health organizations, health care providers, nonprofit organizations, payers, and policy makers.

- Work with subject matter experts, analysts, and project staff to organize and execute project;
- Serve as project teams' point person for the development and coordination of all phases of major deliverables;
- Plan and lead client and stakeholder meetings;
- Serve as contributor to white papers and proposals, and editor for client reports and research presentations;
- Prepare and present materials for internal and external audiences;
- Identify and help mitigate risks to ensure project success and timely completion.

#### **Boston Children's Hospital, Boston, MA**

**2012 – 2013**

##### *Senior Research Administrator*

Lead the organization, planning, preparation, and reporting of all health services research projects and funding proposals on behalf of the Department of Critical Care, Anesthesiology, Perioperative and Pain Management

- Managed all research efforts by: coordinating and developing final funding proposals in accordance with institutional and agency requirements, grant writing, administering and monitoring contract and grant awards including subcontract administration, and financial forecasting of funding and personnel needs;
- Acted as liaison between PI, Office of Sponsored Programs and funding agency for both pre- and post-award processes;
- Ensured that all research activities are completed in compliance with associated local, state, federal and institutional rules and regulations.

#### **Tufts Medical Center, Boston, MA**

**2009 - 2012**

##### *Project Manager*

Project Manager on several multi-million dollar research projects for the Institute for Clinical Research and Health Policy Studies.

- Project Manager of large, multi-site NIH study with responsibility for overseeing recruitment of study subjects, data collection, analysis and manuscript preparation;
- Study Manager of National Cancer Institute study responsible for execution of study design and accurate conduct at each of six national study sites under the direction of the national Principal Investigator/Center Director;
- Project Manager for studies sponsored by private foundations and large pharmaceutical companies. Responsible for work orders, contract management and all regular progress reporting to funding agencies;
- Experience creating complex relational databases for study management and tracking of study participants;
- Served as account/finance manager for proprietary survey instrument with over 300 active licenses, generating over \$600K annually in licensing profits. Responsibilities also included: new account generation and management of ongoing licenses.

#### **Jewish Family and Children's Service, Waltham, MA**

**2005 - 2007**

##### *Program Director*

- Researched, developed, and implemented dental care program (DASH) for eligible clients;
- Worked as liaison between JF&CS, local health professionals, and University dental clinic;
- Helped to secure private and public grants, exceeding \$50,000 for the implementation of programs;
- Coordinated and responded to changes in program as a result of changes in MassHealth policy;
- Worked as a case manager for clients in the Greater Boston area.

#### **Mount Sinai School of Medicine, New York, NY**

**2005**

## **Freedman HealthCare, LLC. - Project Management for Rhode Island's All Payer Claims Database**

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### ***Research Associate, Department of Psychiatry***

- Researched and developed training for HIV/AIDS outreach program for at risk teenagers in the Bronx, NY;
- Helped write and submit successful grant to NIMH for research funding. Researched and helped implement global outreach program for Mt. Sinai Doctorate candidates in Sub-Saharan Africa;
- Coded interviews to use in statistical analyses and for presentation at National Institute of Mental Health conference in New York.

### **General Electric Capital Europe, Hounslow, United Kingdom**

**2004**

#### ***Legal Intern***

- Managed several databases of contract information for the various GE European companies;
- Helped draft contracts between GE and client companies. Created organizational charts to help explain capital equipment trends.

## **Education**

### **Tufts University School of Medicine, Boston, MA**

M.P.H., Health Services Management and Policy

### **Tufts University, Medford, MA**

B.A., International Relations, Magna cum Laude

## Alyssa Ursillo

### Professional Experience

#### **Freedman HealthCare, LLC, Newton, MA**

**2014 - Date**

##### *Project Associate/Analyst*

Lead project teams by coordinating with various stakeholders and ensuring project meets budget and other objectives

- Develop and coordinate all phases of quantitative deliverables, including drafting analysis plan, performing analysis, interpreting results, and presenting recommendations
- Manage, validate and analyze datasets from a variety of sources, including state health organizations and providers
- Display and interpret data in clear and concise tables, graphics, and reports
- Prepare competitive grant proposals for federal/state funding and guide clients through application process
- Conduct research, gather information, and prepare written summaries, memos, or briefing documents
- Attend client meetings in person and via telephone to advise on data strategy and present results of analyses

#### **Boston Medical Center, Boston, MA**

**2014**

##### *Program Coordinator, Monitoring and Evaluation*

Managed data functions and day-to-day operations for CDC-funded HIV prevention programs and evaluation grant

- Oversaw day-to-day operations of program implementation, including recruitment, data entry, and staff activities
- Researched and drafted proposals to funders for RFPs and assisted with budget development
- Managed programs' data systems, including data security and confidentiality, database development, and data reporting
- Identified operational, technical and staffing challenges and worked with senior management to develop and implement solutions
- Projected and monitored programs' progress to ensure programs reached annual targets designated by funders

#### **Boston Medical Center, Boston, MA**

**2012-2013**

##### *Data Quality Specialist*

Managed data for evidence-based behavioral interventions to prevent HIV transmission among high-risk populations

- Performed quality assurance, data entry and submission, and day-to-day activities for funded evaluation project
- Developed and tracked required targets, including recruitment and retention rates, annual goals, and program referrals
- Liaised between funder and implementation site, program staff, and Evaluator
- Drafted progress reports to government funders and responded to funders' data requests
- Led bi-weekly data meetings with program staff, Evaluator, and Data Manager
- Drafted and submitted amendments to IRB and responded to IRB requests accordingly

#### **Tufts University Department of Health Education, Medford, MA**

**2012**

##### *Research Consultant*

- Completed community readiness assessment to determine campus readiness for sexual violence prevention initiatives
- Conducted key informant interviews and scored responses to determine community's stage of readiness
- Recommended strategies for sexual violence prevention efforts and mobilizing the student community

**Tufts University Department of Health Education, Medford, MA**

**2011**

*Field Project Consultant*

- Developed web-based survey and analyzed results to determine student attitudes and behaviors around active bystanders
- Wrote focus group script, moderated sessions, and analyzed results to determine attitudes towards sexual violence prevention programming and best channels and vehicles to reach students with bystander intervention
- Produced toolkit and report to guide Sexual Violence Resource Coordinator and peer educators in implementing intervention

**National Park Service Rivers, Trails, & Conservation Assistance Program, Boston, MA**

**2011**

*Public Health Communication Intern*

Translated scientific knowledge into useable materials and tools for lay audiences to promote health benefits of exercising outdoors

- Led collaborative team effort and developed content for booklet encouraging family exercise
- Evaluated organizational web strategies and provided recommendations to help agency better reach target audiences
- Established relationships with local and national staff to garner stakeholder input and support on projects

**Education**

**Tufts University School of Medicine, Boston, MA**

**2012**

Master of Public Health, Health Communications Concentration

**Tufts University, Medford, MA**

**2010**

Bachelor of Arts in Community Health and Women's Studies



PROPOSAL TO

**The Rhode Island Department of  
Administration/Division of Purchases**

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**RFP #7549627**

**Project Management Services for the Rhode  
Island All-Payer Claims Database (RI-APCD)**

***Cost Proposal***

July 1, 2015

**Contact:**


**Tanya Bernstein, Senior Consultant  
Freedman HealthCare, LLC  
29 Crafts Street, Suite 470  
Newton, MA 02458  
[tbernstein@freedmanhealthcare.com](mailto:tbernstein@freedmanhealthcare.com)  
617-243-9509 x208**

# Appendix A: Cost Proposal Spreadsheet

## Appendix A . Cost Proposal Spreadsheet: 12-Month Budget

Personnel	\$	317,875.00
Other costs	\$	6,920.00
Total	\$	324,795.00

Authorized Signature

  
Date: 6/23/2015

## Appendix A . Cost Proposal Spreadsheet: Staff

Role	Name	Fully loaded hourly rate	Hours	Total
Subject Matter Expert	Linda Green	\$240.00	125	\$ 30,000
Technical Expert	Greg Spino	\$225.00	245	\$ 55,125
Clinical Expert	John Freedman	\$275.00	10	\$ 2,750
Project Director	Tanya Bernstein	\$150.00	840	\$126,000
Data Release Project Manager	Alyssa Ursillo	\$100.00	1,040	\$104,000
				\$ -
				\$ -
Total				\$317,875

## Appendix A . Cost Proposal Spreadsheet: Other Costs

Item	Description	Cost
Travel	Travel to and from RI	\$ 6,920
Total		\$ 6,920



# Detailed Staffing Budget

## Overall Project Budget

Task	Activity	Fully loaded hourly rate*	Subject Matter Expert <i>Linda Green</i>	Technical Expert <i>Greg Spino</i>	Clinical Expert <i>John Freedman</i>	Project Director <i>Tanya Bernstein</i>	Data Release Project Manager <i>Alyssa Urrillo</i>	Total
1	Project Management - APCD Implementation							
	Support for ISW							
	Ongoing APCD Project Management							
2	Management of Data Release Process							
	Facilitate Planning and Implementation of Data Release Process							
	Manage and Support Data Release Review Board							
	Support Production, Transmittal, and Payment of Data Release Files							
	Market APCD Products to Potential Users							
3	Development/Refinement of Reporting Specs and Measures							
	Facilitate Meetings with State Agencies and External Stakeholders							
	Support Development and Refinement of Reporting Strategy							
	Facilitate Training of State BI Tool Users							
	Oversee Release of Public-facing Reports							
	TOTAL PERSONNEL HOURS							
	TOTAL PERSONNEL COSTS							
	Travel (@\$60.00/trip between FHC and RI)							
	TOTAL FREEDMAN BUDGET							

\*Fully loaded hourly rate includes fringe benefits, overhead costs, administrative fees and other associated costs

# Detailed Monthly Budget

Monthly Budget																	
		Cost Per Month												Cost			
		Start Date	End Date	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		
TASK 1: Project Management - APCD Implementation																	
1.1	Support for ISW	10/01/15	09/30/16	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 35,000	
1.2	Ongoing APCD Project Management	10/01/15	09/30/16	\$ 6,121	\$ 6,121	\$ 6,121	\$ 6,121	\$ 6,121	\$ 6,121	\$ 6,121	\$ 6,121	\$ 6,121	\$ 6,121	\$ 6,121	\$ 6,121	\$ 73,450	
Sub Total:																\$ 108,450	
TASK 2: Management of Data Release Process																	
2.1	Facilitate Planning and Implementation of Data Release Process	10/01/15	12/31/15	\$ 13,000	\$ 13,000	\$ 13,000										\$ 39,000	
2.2	Manage and Support Data Release Review Board	10/01/15	09/30/16	\$ 2,867	\$ 2,867	\$ 2,867	\$ 2,867	\$ 2,867	\$ 2,867	\$ 2,867	\$ 2,867	\$ 2,867	\$ 2,867	\$ 2,867	\$ 2,867	\$ 34,400	
2.3	Support Production, Transmittal, and Payment of Data Release Files	11/01/15	09/30/16		\$ 1,409	\$ 1,409	\$ 1,409	\$ 1,409	\$ 1,409	\$ 1,409	\$ 1,409	\$ 1,409	\$ 1,409	\$ 1,409	\$ 1,409	\$ 15,500	
2.4	Market APCD Products to Potential Users	10/01/15	09/30/16	\$ 1,629	\$ 1,629	\$ 1,629	\$ 1,629	\$ 1,629	\$ 1,629	\$ 1,629	\$ 1,629	\$ 1,629	\$ 1,629	\$ 1,629	\$ 1,629	\$ 19,550	
Sub Total:																\$ 108,450	
TASK 3: Development and Refinement of Reporting Specifications and Measures																	
3.1	Facilitate Meetings with State Agencies and External Stakeholders	10/01/15	09/30/16	\$ 2,525	\$ 2,525	\$ 2,525	\$ 2,525	\$ 2,525	\$ 2,525	\$ 2,525	\$ 2,525	\$ 2,525	\$ 2,525	\$ 2,525	\$ 2,525	\$ 30,300	
3.2	Support Development and Refinement of Reporting Strategy	10/01/15	09/30/16	\$ 3,242	\$ 3,242	\$ 3,242	\$ 3,242	\$ 3,242	\$ 3,242	\$ 3,242	\$ 3,242	\$ 3,242	\$ 3,242	\$ 3,242	\$ 3,242	\$ 38,900	
3.3	Facilitate Training of State BI Tool Users	10/01/15	12/31/15	\$ 2,417	\$ 2,417	\$ 2,417										\$ 29,000	
3.4	Oversee Release of Public-facing Reports	10/01/15	09/30/16	\$ 2,044	\$ 2,044	\$ 2,044	\$ 2,044	\$ 2,044	\$ 2,044	\$ 2,044	\$ 2,044	\$ 2,044	\$ 2,044	\$ 2,044	\$ 2,044	\$ 24,527	
Sub Total:																\$ 100,975	
TRAVEL																	
		10/01/15	09/30/16	\$ 76.67	\$ 76.67	\$ 76.67	\$ 76.67	\$ 76.67	\$ 76.67	\$ 76.67	\$ 76.67	\$ 76.67	\$ 76.67	\$ 76.67	\$ 76.67	\$ 6,930	
Sub Total:																\$ 6,930	
Total:				\$37,337	\$38,746	\$38,746	\$23,330	\$23,330	\$23,330	\$23,330	\$23,330	\$23,330	\$23,330	\$23,330	\$23,330	\$23,330	\$124,795.00

## Budget Narrative

### **Task 1: Project Management – APCD Implementation: \$108,450.00**

Annual costs for Project Management include the following personnel costs: Subject Matter Expert, Linda Green, at \$240 per hour for 30 hours; Technical Expert, Greg Spino, at \$225 per hour for 50 hours; Project Director, Tanya Bernstein, at \$150 per hour for 400 hours; and Data Release Project Manager, Alyssa Ursillo, at \$100 per hour for 300 hours.

The Subject Matter Expert will leverage her APCD implementation knowledge to provide expertise on overall APCD implementation, strategic planning for RI-APCD sustainability, and handling challenges with data submitters and RI-APCD Vendors. The Technical Expert will help coordinate and oversee the Data Aggregator and Analytic Vendor and translate technical language for stakeholders and public consumers. The Project Director will oversee project management activities for all RI-APCD related activities, including coordinating vendors, facilitating weekly ISW meetings, managing current data submitters and onboarding new submitters, budget oversight and tracking, and drafting all documents and correspondence as requested by the State. The Data Release Project Manager will assist the Project Director in facilitating ISW meetings, coordinating RI-APCD Vendors and data submitters, and drafting documents, as related to data release tasks.

### **Task 2: Management of Data Release Process: \$108,450.00**

Annual costs for Data Release Process Management include the following personnel costs: Subject Matter Expert, Linda Green, at \$240 per hour for 55 hours; Technical Expert, Greg Spino, at \$225 per hour for 90 hours; Project Director, Tanya Bernstein, at \$150 per hour for 140 hours; and Data Release Project Manager, Alyssa Ursillo, at \$100 per hour for 540 hours.

The Subject Matter Expert will advise the State team, Project Director, and Data Release Project Manager on anticipating risks of data release and public access and successful mitigation strategies, defining a clear advisory position for the Data Release Review Board, and marketing strategies for APCD-derived products based on experiences in other states. The Technical Expert will assist with drafting a data public access/transparency plan and data release applications, developing and implementing specifications and quality standards for requested datasets, providing expertise on technical aspects of data security, and troubleshooting technical issues regarding data release. The Project Director will supervise and assist the Data Release Project Manager in coordinating data release activities. The Data Release Project Manager will lead management of the data release process, overseeing planning for data access and release, preparing for and attending Data Release Review Board meetings in-person, supporting transmission of datasets approved for release, and framing marketing efforts for APCD-derived products.

### **Task 3: Development and Refinement of Reporting Specifications and Measures: \$100,975.00**

Annual costs for Developing and Refining Reporting Specifications and Measures include the following personnel costs: Subject Matter Expert, Linda Green, at \$240 per hour for 40 hours; Technical Expert, Greg Spino, at \$225 per hour for 105 hours; Clinical Expert, John Freedman, MD, at \$275 per hour for 10 hours; Project Director, Tanya Bernstein, at \$150 per hour for 300 hours; and Data Release Project Manager, Alyssa Ursillo, at \$100 per hour for 200 hours.

The Subject Matter Expert will help prepare for and attend high priority meetings with State stakeholders (such as agency directors) and advise on public messaging for releasing public-facing reports and addressing public responses to release of reports. The Technical Expert will provide crucial insight to the State as to how to develop effective reporting and querying tools and design measures to meet RI agencies' reporting needs, and will work with the Analytic Vendor to produce these measures. As the State begins developing and producing internal and public-facing reports, the Clinical Expert will help address State agencies' analytic questions regarding best methodologies for calculating clinical utilization

metrics, explanations for disease patterns, and interpreting health status indicators. The Project Director will plan and organize meetings with internal and external stakeholders to keep them engaged, work closely with the Analytic Vendor to communicate the State's reporting priorities and analytic needs, assess reporting strategies and measures, help frame public-facing reports, and facilitate BI tool trainings for State users. The Data Release Project Manager will prepare for stakeholder meetings and lead updates on data release, coordinate production of standard reports based on frequently requested data, and facilitate trainings on data security and responsible data sharing for State BI tool users.

**Travel Expenses: \$6,920.00**

The cost for one round trip from FHC to Rhode Island is \$60.00 (100 miles at \$0.565 federal mileage rate plus tolls). The FHC Project Director and/or Data Release Project Manager will travel to and from Rhode Island weekly for ISW meetings and as needed for Data Release Review Board meetings, stakeholder engagements and Analytic Vendor demonstrations/trainings. FHC's Technical Expert will travel once per month to the State for BI tool trainings, meetings with agency directors, and demonstrations by the Analytic Vendor. Linda Green, Subject Matter Expert, will travel to the State twice during the year for high priority engagements.

**FHC will only bill for actual time and expenses incurred.**

**ADDENDUM XVII**

**CORE STAFF POSITIONS**

**Executive Office's Project Officer: Amy Zimmerman (401) 462-1730**

**Executive Office's Financial Officer: Robert Farley (401) 462-6259**

**Contractor's Project Officer: Tanya Bernstein, (617) 243-9509 x208**

**Contractor's Financial Officer: Joanne Halpern, (617) 243-9509 x213**

Any substitution of core staff, as proposed by the Contractor in their bid proposal, must be communicated to OHHS and must be approved prior to their substitution.

<b>Fully Loaded Rate Card</b>	
<b>Freedman HealthCare</b>	
<i>Name, Position Title</i>	<i>Hourly Rate</i>
Linda Green, Subject Matter Expert	\$240.00
Greg Spino, Technical Expert	\$225.00
John Freedman, Clinical Expert	\$275.00
Tanya Bernstein, Project Officer	\$150.00
Alyssa Ursillo, Data Release Project Manager	\$100.00

## 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](http://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

## ADDENDUM XVIII

### BUSINESS ASSOCIATE AGREEMENT ADDENDUM

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

#### 1. Definitions:

##### A. Generally:

- (1) Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 160.103, 164.103, and 164.304, 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 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.

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.



- 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

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.

- 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:

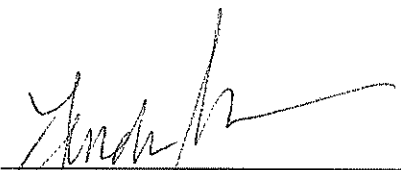
INSERT AGENCY NAME:

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

9/29/15

  
AUTHORIZED AGENT  
TITLE: Vice President

Linda Green  
Printed Name

\_\_\_\_\_  
Date

9/22/15