



**STATE OF RHODE ISLAND**

Department of Behavioral Healthcare, Developmental Disabilities and Hospitals

**DIVISION OF DEVELOPMENTAL DISABILITIES**

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**Memorandum of Understanding between the Rhode Island  
Department of Behavioral Healthcare, Developmental Disabilities and Hospitals’  
Division of Developmental Disabilities and  
*Provider* for the  
Disbursement of Transition and Transformation Funds (Phase I)**

**I. Purpose**

This Memorandum of Understanding is established between the Rhode Island Department of Behavioral Healthcare, Developmental Disabilities and Hospitals, Division of Developmental Disabilities (“BHDDH-DDD”) and the Licensed Developmental Disability Organization (“DDO”) [provider] for the purpose of system transformation in accordance with the Consent Decree Action Plan [hereinafter, “Action Plan,” Document 15692-2, as referenced in the 10/21/2021 Order in U.S. District Court (D.R.I.) case C.A. No. 1:14-cv-00175-JJM-PAS].

**II. BHDDH Requirements**

BHDDH approves use of and will disburse the funding in accordance with the approved funding guidelines under the application process pursuant to the application submitted by the provider named herein. Funding is not approved for administrative use, report writing, or unapproved expenses such as vehicle purchases. All other funding requests in the application process that are Medicaid reimbursable or directly related to training were approved for the amounts provided to each provider in the award letters.

**III. DDO Responsibilities**

The DDO agrees to utilize all Transition and Transformation funds in accordance with the award requirements as stated above and will account for how the funds are disbursed in a manner that can be provided to government auditors. The DDO shall cooperate fully with all audits of such funds, and failure to cooperate will result in BHDDH recouping all funds or seeking reimbursement in court. The State of Rhode Island will recoup, or pursue reimbursement through court, any funds that are not expended by March 31, 2024, or that are improperly expended. Such funds may not be used by the provider for purposes other than those approved by BHDDH in accordance with the Action Plan.

**IV. GOVERNING LAW**

This Agreement shall be construed under the laws of the State of Rhode Island.

The undersigned parties agree to adhere to the terms and conditions of this Memorandum of Understanding.

\_\_\_\_\_  
Kevin Savage  
Director  
BHDDH Division of  
Developmental Disabilities

\_\_\_\_\_  
Provider Signature  
Printed name:  
Title:

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed