



TRANSPORTATION BROKERAGE CONTRACT

BETWEEN

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES AND
MEDICAL TRANSPORTATION MANAGEMENT, INC.**

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ARTICLE I: DEFINITIONS

As used in this Agreement each of the following terms shall have the indicated meaning unless the context clearly requires otherwise:

ABUSE

TP and/or Broker practices that are inconsistent with sound fiscal, business, or medical practices that result in an unnecessary cost to the State of Rhode Island, medical harm to the recipient, or a pattern of failing to provide medically necessary services required by this contract. (Recipient practices that result in unnecessary cost to the State of Rhode Island also constitute abuse).

ACCOUNTABLE ENTITY (AE)

An Accountable Entity (AE) is Medicaid's version of an Accountable Care Organization (ACO) where a provider organization is accountable for quality health care, outcomes, and the total cost of care of its population.

ACTION

The denial or limited authorization of a requested service, including the type or level of service; the reduction, suspension, or termination of a previously authorized service; the denial, in whole or in part, of payment for a service; the failure to provide services in a timely manner, as defined by the EOHHS; the failure of a Broker to act within the timeframes for authorization decisions set forth in this contract.

ADDITIONAL STOP

All trips have one pickup point and one drop-off point. An additional stop is a pickup point or drop-off point other than the initial pickup and final drop-off points. Additional stops occur when multiple recipients are transported during a single trip or there is a scheduled pharmacy stop.

ADMINISTRATIVE HEARING

A formal review by EOHHS that occurs after the Broker and a recipient have failed to find mutual satisfaction concerning decisions rendered such as denials, reductions, suspensions, or terminations of service.

AGREEMENT OR CONTRACT

This document is referred to as an Agreement or Contract between EOHHS and the Broker.

AMBULANCE

An air or ground vehicle for transporting the sick and injured that is:

- A. Equipped and staffed to provide medical care during transit;
- B. For the ground vehicle, operated as a ground ambulance under the authority and in compliance with promulgated regulations of the Rhode Island Department of Health;
- C. Registered as such by the Rhode Island Division of Motor Vehicles; or
- D. For the air vehicle, registered and certified as an air ambulance by an appropriate authority in which the aircraft is located; and,
- E. May be used for both Emergency and Non-Emergency Transportation purposes.

AMBULANCE SERVICE TYPES

Basic Life Support (BLS) Nonemergency:

Basic life support nonemergency (BLS) is transportation by ground ambulance vehicle and the provision of medically necessary supplies and services, including BLS ambulance services as defined by the State. The ambulance must be staffed by an individual who is qualified in accordance with State

and local laws as an emergency medical technician basic (EMT-Basic). The ambulance service and personnel must comply with all relevant RI General Laws and DPH Regulations. Basic life support level services are those performed by personnel certified in Rhode Island as Emergency Medical Technicians (EMT).

Advanced Life Support, Level 1 (ALS):

Advanced life support, level 1 (ALS) is the transportation by ground ambulance vehicle and the provision of medically necessary supplies and services including the provision of an ALS assessment or at least one ALS intervention. An ALS assessment charge is only relevant and reimbursable in an emergency response, which will not be administered by the Broker. An advanced life support (ALS) intervention is a procedure that is in accordance with State and local laws, required to be done by an advanced emergency medical technician (AEMT) or Paramedic. The ambulance service and personnel must comply with all relevant RI General Laws and DPH Regulations, including, but not limited to, the minimal vehicle standards and staffing requirements. Advanced Life Support services are those performed by personnel certified in Rhode Island as an Advanced Emergency Medical Technician (AEMT) or Paramedic.

These ambulance services are only available to Medicaid Recipients

AMERICANS WITH DISABILITIES ACT (ADA) of 1990

A comprehensive, Federal civil rights law that prohibits discrimination against individuals with disabilities in employment, state and local government programs and activities, public accommodations, transportation, and telecommunications.

APPEAL

A procedure through which recipients can request a re-determination of Broker actions including, but not limited to, service authorization, denial of service or reduction in the level or mode of service.

ASSISTANCE

The physical or communicative help provided by a driver or a person employed by the TP to enable qualified recipients to enter or exit a vehicle or residence.

AUTHORIZATION

Prior Authorization: Prior authorization is the determination made by the Broker or EOHHS where the Broker verifies eligibility for services and determines the least expensive, medically necessary mode of transportation. This is the primary process for administering the Brokerage service and must be administered to verify client eligibility at the time of the transportation request, and at monthly intervals when the recipient requests multiple trips that span more than one month. EOHHS also requires the Broker to verify appointments before scheduling a trip.

AVL

Automatic Vehicle Location is a means for automatically determining and transmitting the geographic location of a vehicle. This vehicle location data, from one or more vehicles, may then be collected by a vehicle tracking system to manage an overview of vehicle travel.

BORDER COMMUNITIES

Border Communities include cities and town that border Rhode Island and are considered for the purpose of the Rhode Island Medical Assistance Program, eligible for transportation. A list of those communities is in Attachment F. Out-of-state service restrictions and prior authorization requirements are not imposed on TPs for these communities.

BROKER

The entity that contracts with EOHHS to deliver Medicaid transportation, ETP and TANF transportation services.

CAPITATION PAYMENT

Capitation Payment means a payment for each premium rate category EOHHS makes periodically to Broker on behalf of each Medicaid recipient for the provision of transportation service under this agreement. EOHHS makes the payment regardless of whether the particular recipient receives services during the period covered by the payment.

CENTERS FOR MEDICARE AND MEDICAID SERVICES

The Centers for Medicare and Medicaid Services (CMS) is a division within the United States Department of Health and Human Services. CMS oversees the Medicaid and State Children's Health Insurance Program (SCHIP) programs.

COMPLAINT

A written or verbal complaint that expresses dissatisfaction with service delivery or any matter other than an "action" as defined herein.

COMPLAINT TIERS

1. Tier one complaints – Issues/incidents involving safety, negligence and injury that require immediate attention. Such issues include injury requiring medical care, accidents resulting in injury, evidence of weapon, assault, incidents that require police assistance, sexual harassment, and other incidents where the recipient in danger.
2. Tier two complaints – Issues/incidents involving service issues such as accidents without injury (with/without police assistance), wheelchair tie-down issues (not resulting in injury), unresolved disagreements, habitual driver no-show/late/rudeness and other disruptions and questionable behaviors
3. Tier three complaints – Issues/incidents involving isolated service or behavior issues such as loud music, isolated provider/recipient late, vehicle cleanliness

CONTRACT SERVICES

Contract Services mean the services to be delivered by the Broker, which are so designated in ARTICLE II: TRANSPORTATION SERVICE PROGRAM STANDARDS of this Agreement.

CO-PAYMENT

A cost-sharing arrangement in which a transportation recipient pays a specific charge for a specified service. This amount is paid at the time services are rendered.

COVERED SERVICES

Covered Services mean the transportation services packages described in this Agreement.

CURB-TO-CURB LEVEL OF SERVICE

Transportation of the recipient from the curb of his/her residence to the curb in front of the destination, including return trip. The driver may assist the individual to get in and out of the vehicle. The driver does not enter the residence or provider's office.

DATA WAREHOUSE

A data storage system that consolidates data provided by EOHHS Brokers.

DAYS

Days mean calendar days unless otherwise specified.

DENIAL

Any rejection, in whole or in part, of a transportation service for a recipient.

DOOR-TO-DOOR LEVEL OF SERVICE

Transportation of the recipient from the outside door of his/her residence to the outside door of his/her destination, including the return trip. "Door-to-door" is further defined herein to mean the transport of the recipient from the ground level door of his/her residence to the ground level door of his/her destination, including the return trip. The driver does not enter the residence or provider's office.

DXC. TECHNOLOGY (DXC)

EOHHS fiscal agent contracted to process and adjudicate claims to support the Rhode Island Medical Assistance Program with which network providers must enroll.

EFFECTIVE DATE OF ELIGIBILITY

EOHHS's administrative determination of the date an individual becomes eligible for RI Medicaid programs.

EMERGENCY AMBULANCE TRIP

An ambulance trip made because of an emergency which has as its destination a:

- A. Hospital emergency room; or
- B. General hospital or psychiatric facility where a nonscheduled admission results; or
- C. General hospital or psychiatric facility where an emergency admission results after qualified transportation recipients were seen at a hospital emergency room; or
- D. Second facility because an emergency medical service was not available at the original emergency room;

EMERGENCY MEDICAL TRANSPORTATION

Ambulance services for an emergency medical condition.

EOHHS

The Rhode Island Executive Office of Health and Human Services.

ESCORT

An individual any age who accompanies the recipient to medical visits for support and assisting in comprehension of medical instruction from medical providers.

FRAUD

Intentional deception or misrepresentation, or reckless disregard or willful blindness by a person or entity with the action could result in an unauthorized benefit to himself or some other person, including any act that constitutes fraud under applicable federal or state law.

GRIEVANCE

An expression of dissatisfaction about any matter other than the appeal of actions, a formal complaint.

HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH (HITECH) ACT

The Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted as part

of the American Recovery and Reinvestment Act of 2009, was signed into law on February 17, 2009, to promote the adoption and meaningful use of health information technology. Subtitle D of the HITECH Act addresses the privacy and security concerns associated with the electronic transmission of health information, in part, through several provisions that strengthen the civil and criminal enforcement of the HIPAA rules.

HEALTH INSURANCE

A type of insurance coverage that covers the cost of an insured individual's medical and surgical expenses.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

The Health Insurance Portability and Accountability Act of 1996, or HIPAA, protects health insurance coverage of workers and their families when they change or lose their jobs. HIPAA also requires the Secretary of the U.S. Department of Health and Human Services to adopt national electronic standards for automated transfer of certain health care data between health care payers, plans, and providers.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT PRIVACY RULE

The Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule establishes national standards to protect individuals' medical records and other personal health information and applies to health plans, health care clearinghouses, and those health care providers that conduct certain health care transactions electronically.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT SECURITY RULE

The Health Insurance Portability and Accountability Act (HIPAA) Security Rule establishes national standards to protect individuals' electronic personal health information that is created, received, used, or maintained by a covered entity. The Security Rule requires appropriate administrative, physical and technical safeguards to ensure the confidentiality, integrity, and security of electronic protected health information.

HEALTH PLAN, PLAN, OR HMO

Health Plan, Plan, or HMO means any organization that is licensed as a health maintenance organization ("HMO") by the Rhode Island Department of Business Regulation, and contracts with EOHHS to provide services pursuant to Title XIX and Title XXI of the Social Security Act to recipients.

INCENTIVE PAYMENTS

Incentive payment is a payment mechanism under which a qualifying Broker receives additional funds above the capitation rate.

INSIGHT PROGRAM

Program offered in RI for individuals who are sight impaired and/or presently registered with the INSIGHT agency.

INTERCHANGE (IC)

EOHHS's Medicaid Management Information System operated by DXC.

INTEGRATED ELIGIBILITY SYSTEM (IES)

The sole comprehensive database of the EOHHS' recipient eligibility information.

LIMITED ENGLISH PROFICIENT (LEP)

Limited English proficient means potential recipients and recipients who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English may be LEP and may be eligible to receive language assistance for a particular type of service, benefit, or encounter.

MARKETING

Marketing means any communication, from the Broker to a recipient who is not engaged in transportation services that can reasonably be interpreted as intended to influence the recipient to engage.

MARKETING MATERIAL

Marketing material means materials that are provided in any medium, by or on behalf of the Broker that can reasonably be interpreted as intended to influence potential recipients.

MEDICAID

The Rhode Island Medical Assistance Program operated by EOHHS under Title XIX of the Federal Social Security Act and related State and Federal rules and regulations.

MEDICAID MANAGED CARE ORGANIZATION (MCO)

An insurer, health care center, or other organization that provides, offers, or arranges for coverage of health services needed by plan recipients and uses utilization review and a network of participating providers to administer the provision of health care. For purposes of this contract, "managed care organization" refers to a managed care organization that is under contract with EOHHS to provide contract services to enrolled members.

MEDICALLY NECESSARY /MEDICAL NECESSITY

The RI Medicaid Program provides payment for covered services only when the services are determined to be medically necessary.

The term "medical necessity" or "medically necessary service" means medical, surgical, or other services required for the prevention, diagnosis, cure, or treatment of a health-related condition including such services necessary to prevent a detrimental change in either medical or mental health status. Medically necessary services must be provided in the most cost effective and medically necessary setting and shall not be provided solely for the convenience of the recipient, caretaker, or service provider.

MEDICALLY NECESSARY MODE OF TRANSPORTATION

The least expensive type of transportation that medically meets the physical and medical circumstances of qualified recipient.

MILEAGE REIMBURSEMENT

Mileage Reimbursement refers to compensating the Medicaid recipient, friend, acquaintance of family recipient on a per-mile basis for transporting an eligible Medicaid recipient to a Medicaid covered service. Additionally, mileage reimbursement is not allowable for the ETP.

MULTI-LOAD

A ride shared by more than one eligible recipient, prior-authorized by the Broker in accordance

with EOHHS policies.

NETWORK

The transportation providers that a broker has contracted with to provide transportation services are a network. These providers are called “network providers” or “in-network providers.”

NETWORK PROVIDER

Network provider is any provider, group of providers or entity that has a provider agreement with Broker, or a sub broker, and received federal funding directly or indirectly to order, refer or render transportation services as a result of this contract.

NON-EMERGENCY AMBULANCE TRIP

A pre-arranged and prior authorized ambulance trip to a non-emergency medical service.

NON-EMERGENCY MEDICAL TRANSPORTATION (NEMT)

Approved transportation services for Medicaid recipients to receive or to return from receiving medically necessary and non-emergency medical services covered by the Rhode Island Medicaid program.

NORMAL BUSINESS HOURS

Normal business hours for the Broker’s RI business office will be 8 a.m. to 6 p.m., Monday through Friday except for ten (10) State holidays: New Year’s Day, Martin Luther King Day, Memorial Day, July 4th, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

NO SHOW

Recipient: The failure of a recipient to utilize a scheduled transportation service.

Transportation Provider: The failure of a TP to pick up a recipient as scheduled.

OUT-OF-STATE TRIP

A trip originating and/or ending outside Rhode Island that involves the transport of a patient to or from a medical provider that is neither located in Rhode Island nor an approved border community.

OVERPAYMENT

Overpayment is a payment made to a Broker or network provider to which the Broker or provider is not entitled to under Title XIX of the Act.

POTENTIAL RECIPIENT

A Medicaid eligible individual who has not yet engaged with the Broker.

PREVALENT

Prevalent means a non-English language determined to be spoke by a significant number or percentage of potential recipients and recipients that are limited English proficient.

RECIPIENT

A transportation beneficiary/recipient.

RECIPIENT ENCOUNTER DATA

Recipient encounter data is information relating to the receipt of any item or services by the recipient under this contract. Encounter data is required in an 837 format for Medicaid recipients. For ETP, and TANF recipients, utilization reports are required.

RELATED GROUPS

Related Groups mean those groups the Broker must make coverage available to, although they are outside of the actual program.

RIDE PROGRAM

The RId Program, RIPTA'S ADA Comparable Paratransit Service required by the Americans with Disabilities Act (ADA). Paratransit service provided under ADA is available for an individual whose disability either prevents independent use of the fixed route system or prevents travel to or from bus stops.

RIDE-SHARE PROGRAM OR VEHICLE

Vehicle-for-hire program such as Uber and Lyft.

RHODE ISLAND PUBLIC TRANSPORTATION AUTHORITY (RIPTA)

RIPTA is a quasi-public, independent authority that is authorized to operate public transit services throughout the state of Rhode Island.

RISK

The possibility of monetary loss or gain by the Broker resulting from service costs exceeding or being less than payments made to it by EOHHS.

SERVICE ANIMAL

Any guide dog, signal dog, therapy animal or other animal trained to provide assistance to an individual with a disability.

SIGNIFICANT INCIDENT

Any incident that results in serious injury, serious adverse treatment, death of a service user, or serious impact on service delivery as defined by EOHHS's policies and procedures or any incident that a prudent person could have expected to result in any of the above.

STATE

State means the State of Rhode Island, acting by and through the Executive Office of Health and Human Services, or its designee.

STRETCHER VAN

Stretcher van service is a regulated mode of NEMT which may be provided to an individual who cannot be transported in a livery vehicle, taxi, or wheelchair van due to being non-ambulatory and must be transported lying flat. Stretcher van personnel are not required or authorized to provide medical monitoring, medical aid, medical care, or medical treatment of passengers during their transport. Individual passengers may self-administer oxygen. Stretcher van is only available to Medicaid Recipients.

SUBCONTRACT

Any written agreement between a Broker and another party to fulfill any requirements of a contract.

SUB BROKER

Sub broker means an individual or entity that has a contract with the Broker that relates directly or indirectly to the performance of the Broker obligations under this contract with the State.

SUBSTANCE USE DISORDER (SUD)

A condition in which the use of one or more substances leads to a clinically significant impairment or distress. SUD involves the overuse of, or dependence on, a drug or substance leading to effects that are detrimental to the individual's physical and mental health, or the welfare of others.

SUSPENSION

Suspension means items or services furnished by a specified provider who has been convicted of a program-related offense in a Federal, State or local court will not be reimbursed under Medicaid.

TANF (RI WORKS) Program

The TANF (RI WORKS) program provides financial and employment assistance to eligible pregnant women and parents with children. Most RI Works recipients are eligible for Medicaid once they apply. Transportation reimbursement or bus passes are available to support preparation for employment.

TAXI

A "vehicle for hire" operating as a taxi as under the authority and in compliance with promulgated regulations of the RI Public Utilities Commission and registered as such by the Department of Motor Vehicles.

THIRD-PARTY

Any individual, entity or program that is or may be liable to pay all or part of the expenditures for Medicaid furnished under a State plan.

TITLE XIX

The provisions of 42 United States Code Section 1396 et seq., including any addenda thereto. (See Medicaid.)

TRANSPORT TIME

The expected shortest duration required to transport an individual from a pick-up location to a drop off location without additional stops.

TRANSPORTATION PROVIDER

An entity that transports recipients.

TRANSPORTATION RECIPIENT

A person eligible for and in need of transportation services.

TRANSPORTATION PROVIDER AGREEMENT

The signed written contract or agreement between EOHHS's transportation Broker and the Provider of Transportation services.

TRANSPORTATION VEHICLE

A vehicle that is:

- A. Constructed to carry passengers;

- B. Operated under the authority and in compliance with the statutes and regulations of the Department of Transportation and/or a transit district and the Division of Motor Vehicles; and
- C. Used for the transportation of recipients.

URGENT TRIP

Trips provided within 48 hours of scheduling as a result of a recipient's need for medical care due to illnesses or injuries which require prompt attention but are not of such seriousness as to require the services of an emergency room. This includes trips to SUD treatment facilities.

UTILIZATION MANAGEMENT

The prospective, retrospective, or concurrent assessment of the necessity and appropriateness of the allocation of health care resources and services given, or proposed to be given, to an individual within the State of Rhode Island receiving benefits or entitled to receive benefits under applicable programs.

WAITING TIME

The time that a vehicle is waiting at a medical provider's facility, to which the TP transported the recipient, in order to transport the recipient to another destination, during the same trip or the time that a vehicle is waiting at the pick-up location, whether a medical provider's facility or the recipient's residence, in order to transport to or from a medical appointment.

WHEELCHAIR VAN

- A. A motor vehicle (sometimes referred to as a "wheelchair accessible livery van") that is:
 - 1. Specifically equipped to carry persons who are mobility challenged or otherwise rely on wheelchairs; and
 - 2. Used exclusively for the transportation of non-ambulatory patients in wheelchairs that can be appropriately secured for transport according to vehicle and wheelchair design standards; and
 - 3. Registered as such by the Division of Motor Vehicles.
- B. A motor vehicle operated as an invalid coach under the authority and in compliance with promulgated regulations of the RI Division of Emergency Medical Services or alternatively operated as a wheelchair accessible livery vehicle by the Department of Transportation and registered as such by the Division of Motor Vehicles.

ARTICLE II: TRANSPORTATION PROGRAM STANDARDS

GENERAL PROVISIONS

The Broker shall implement a centrally-managed human service transportation system that provides consumers with access to high-quality non-emergency medical transportation services by using the most cost-effective and Medically necessary delivery mode available. The Broker shall arrange and secure transportation for eligible recipients who do not have transportation. The Broker shall provide the least expensive means of transportation possible that shall meet the recipient's medical needs and will be delivered in a responsive and timely manner. The Broker shall provide opportunities and incentives to improve overall cost effectiveness and program efficiency.

The Executive Office of Health and Human Services (EOHHS) shall perform coordinated oversight and monitoring of the Broker to ensure program goals and standards are being met.

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

EOHHS and the Broker will work collaboratively to build a successful program that will achieve the state goals and requirements of EOHHS. EOHHS and the Broker will engage in a planning period initiating at the start of this contract to address opportunities for program improvements.

EOHHS agrees to purchase, and Broker agrees to fulfill all requirements and to furnish or arrange for the delivery of the scope of services as specified in this Article.

In return for Capitation Payments, the Broker agrees to provide eligible recipients with the services described in this ARTICLE II: PROGRAM STANDARDS and subsequent Attachments hereto.

Broker shall furnish or arrange for the personnel, facilities, equipment, supplies, and other items and expertise necessary for, or incidental to, the provision of services specified below, at locations including, but not limited to, the entire State of Rhode Island, to recipients eligible for Broker services.

The provisions and conditions of this contract are subject to amendments based on changes to applicable Federal and State laws and regulations which govern this document. The Broker shall work with EOHHS to implement the changes.

The Broker's written response and attachments to RFP# 7591562, Transportation Brokerage Services, will be included as part of the scope work that will be implemented by the broker. Any previous attachments are to be finalized and sent to EOHHS 15 days prior to the start date of the contract for review and approval.

The following are items in the scope of work that will be expected of The Broker:

LICENSURE, ACCREDITATION, CERTIFICATION

The Broker shall have a duly licensed, non-residential administrative office (“central business office”) that is reasonably accessible to the EOHHS Office (located in the Pastore Complex in Cranston, RI).

Obtain and keep on file copies of required permits and licenses from the municipalities in which transportation providers operate.

Require transportation providers (TPs) to hold all necessary licenses, certifications, and/or permits as required by law for the performance of the activities to be performed under this Contract.

TRANSPORTATION PROGRAM ADMINISTRATION

Broker agrees to maintain sufficient administrative staff and organizational components to comply with all program standards described herein. At a minimum, Broker agrees to include each of the functions noted herein.

Broker may combine functions or split the responsibility for a function across multiple positions, as long as it can demonstrate that the duties of the function are being carried out. Similarly, Broker may contract with a third party (sub broker) to perform one or more of these functions, subject to the sub broker conditions described in this Agreement.

Executive Management

Broker agrees to have an executive management function with clear authority over all of the administrative functions noted herein.

Key management staff must be located in Rhode Island for ease of meeting with State staff, medical providers, facilities and other stakeholders.

Other Administrative Components

Broker must include each of the administrative functions listed below, with the duties of these functions conforming to the program standards described in this chapter. The required functions are:

1. Accounting and Budgeting Function
2. Recipient Services Function
3. Provider Services Function
4. Quality assurance, prior authorization, concurrent review and retrospective review
5. Grievance and Appeals Function
6. Claims Processing Function
7. Management Information System
8. Program Integrity and Compliance

RI Works Participants

The State operates a worker training and employment assistance program known as the RI Works. As part of its hiring practices, Broker agrees to consider qualified RI Works individuals for openings. For its part, the State is prepared to design and implement training programs for RI Works individuals to provide them with the skill sets required by Rhode Island

employers, particularly those with government contracts. Broker agrees to make good faith efforts to fill at least fifty percent (50%) of their new or open positions related to this Agreement with RI Works participants, providing they are qualified for the positions.

Contract Readiness Review Requirements

EOHHS, or their designee, will conduct a Readiness Review of the Broker, which must be completed successfully, as determined by EOHHS, prior to the Contract Operational Start Date.

EOHHS Readiness Review Responsibilities

EOHHS will conduct a Readiness Review of the Broker that will include, at a minimum, one on-site review. This review shall be conducted prior to marketing and service provision to recipients. EOHHS will conduct the Readiness Review to verify the Broker's assurances that the Broker is ready and able to meet its obligations under the Contract.

The scope of the Readiness Review will include, but is not limited to, a review of the following elements:

1. Transportation Provider composition and access;
2. Staffing, including key personnel and functions directly impacting recipients;
3. Recipient Services capability (materials, processes and infrastructure, e.g., call center capabilities);
4. Comprehensiveness of quality management/quality improvement and Utilization Management strategies;
5. Internal Grievance and Appeal policies and procedures;
6. Fraud and abuse and program integrity policies and procedures;
7. Financial solvency; and
8. Information systems, including Claims payment system performance, interfacing and reporting capabilities and validity testing of encounter data.

No individual shall be provided transportation by the Broker until EOHHS determines that the Broker is ready and able to perform its obligations under the Contract as demonstrated during the Readiness Review.

EOHHS will identify to the Broker all areas where the Broker is not ready and able to meet its obligations under the Contract and provide an opportunity for the Broker to correct such areas to remedy all deficiencies prior to the Contract Operational Start Date.

EOHHS may, at its discretion, postpone the Contract Operational Start Date for the Broker that fails to satisfy all Readiness Review requirements. If, for any reason, the Broker does not fully satisfy EOHHS that it is ready and able to perform its obligations under the Contract prior to the Contract Operational Start Date, and EOHHS do not agree to postpone the Contract Operational Start Date or extend the date for full compliance with the applicable Contract requirement, then EOHHS may terminate the Contract pursuant to this Contract.

The Broker must demonstrate to EOHHS' satisfaction that the Broker is ready and able to meet all Contract requirements identified in the Readiness Review prior to the Contract Operational Start Date, and prior to the Broker engaging in marketing.

The Broker must provide EOHHS with corrections requested by the Readiness Review.

TRANSPORTATION PROGRAM ELIGIBILITY

Successful bidders shall be required to cover the following groups:

Medicaid Eligible and Enrolled Recipients

The transportation program is a service offered to all Medicaid recipients who need medical services. It provides non-emergency transportation services for recipients to medical appointments and other Medicaid covered services including transportation to the Rhode Island VA medical centers. This service is offered as a last resort when the Medicaid recipients are not able to provide his/her own transportation or receive transportation from a family recipient, friend, or other party.

Eligible Medicaid recipients include adults and children who live in a community setting and are receiving medical assistance benefits through RI Medicaid's managed care and fee-for-service arrangements.

Temporary Assistance for Needy Families (TANF)

All recipients of the TANF Program (also known as RI Works) are eligible to receive a monthly bus pass. This bus pass is provided to assist these recipients to pursue employment opportunities or job training.

Non-Medicaid Elderly Population

The Elderly Transportation Program (ETP), pursuant to EOHHS Rules and Regulations Section 1360.06 –1360.08, provides transportation for individuals aged 60 years and older who are not getting transportation from the RIPTA Ride Program, the RIPTA Free Bus Program, or from the Americans with Disabilities Act (ADA) Program. The Broker will be required to screen all elderly who request services under this program to assess their eligibility for the RIPTA Ride Program or the ADA Program.

RECIPIENT ENROLLMENT AND DISENROLLMENT

Eligibility Procedures

Medicaid transportation services delivered by the Broker are only reimbursable when the recipient is being transported to or from a Medicaid covered service delivered by a Medicaid provider.

Medicaid transportation services shall be provided if:

- Recipient has a medical condition that prevents them from using fixed route bus services; and /or
- Origin/destination address is more than 1/2 mile from the bus route;
- Recipient has an appointment per Broker's confirmation; and
- Transportation services delivered by the broker are only reimbursable when the person meets the criteria for the elderly transportation program, described elsewhere in this Agreement.

Medicaid and TANF recipient eligibility verification status shall be conducted for each trip by using at the minimum an EOHHS eligibility file (for example, 834 enrollment report). The Broker must verify recipient eligibility regardless of who initiates the request. The Broker shall be solely responsible for payment for any trips scheduled for ineligible individuals.

EOHHS will supply the Broker a file of eligible recipients on a monthly basis. Broker agrees to accept recipient information in the data format submitted by EOHHS.

Transportation services must be available on a non-discriminatory basis to eligible recipients irrespective of the regions, communities, or neighborhoods they live in or their age, race, religion, creed, national origin, sexual orientation, gender, ability, health status or based on others with whom they live.

Challenging Behavior

The Broker shall provide transportation to and from necessary medical services is available, timely and safe for all eligible recipients.

The Broker shall not deny transportation services because the recipient exhibits challenging behavior patterns (i.e. unreliable, unpleasant, unruly, uncooperative, threatening, dangerous, and illegal behavior), and therefore must establish policy/procedures to assure reliable transportation for such recipients. This includes recipients that don't schedule appointments or habitually don't keep appointments; and recipients that blatantly abuse the transportation benefit. In certain circumstances, the Broker may require the recipient to call in on the day of the ride to verify that they still need the transportation or take other measures that may entail providing an attendant to ensure that the recipient can be safely transported.

Such policies and procedures must address strategies for dealing with recipients with such challenges. Concerns for safety of self or others such as threats to self or others, drug or alcohol use, possession of weapons, any assaultive behavior, behavior resulting in police intervention and or illegal behavior, will require a review by the Broker and EOHHS for suitable course of action for transportation. A transportation provider may, upon consultation with the Broker, refuse to transport any person who is a threat to the health, safety, or welfare of the driver or other passengers, or who prevents or inhibits the vehicle from being operated in a safe manner.

- The Broker shall allow and/or arrange for no more than one attendant to accompany any recipient who requires one during transportation. If the recipient has no attendant available, the Broker shall arrange and procure one for the recipient at the recipient's residence. The Broker shall ensure that an attendant accompanies all children under the age of 18.
- The Broker shall allow adult recipients who need transportation to their own medical appointments to have no more than one child accompany them during transportation.
- The Broker shall identify and plan for the special needs of passengers (e.g. cannot be left alone, cannot identify him/herself by name);
- The Broker shall be responsible for informing and educating recipients and key stakeholders including, health care providers, provider associations, community-based organizations and consumer representatives about the

transportation brokerage services.

- The Broker shall emphasize the availability of transportation services, eligibility for these services, the authorization process for single trips and standing orders, medical documentation of need, and how to access and use these services properly.
- The Broker shall maintain and operate a telephone device (TDD) for the deaf and hard of hearing callers who need such a device.

Process Requests for Disenrollment

When a recipient has demonstrated a pattern of continued noncompliance with transportation guidelines, (e.g. no-shows or disruptive behavior), a TP may submit a request to the Broker for disenrollment.

All contracted TPs shall specify the reason(s) (i.e. repeated no shows, disruptive behavior) for which the Broker may request refusal to provide transportation services to a recipient. The Broker shall be required to demonstrate how the recipient's continued enrollment seriously impairs the TP's ability to furnish transportation services to the particular recipient. Contracted TPs shall submit to the Broker detailed documentation of a recipient's continued non-compliance with the TP's transportation guidelines. The Broker will review all detailed submissions and make a recommendation to EOHHS regarding a recipient's continued access to transportation services. All requests for disenrollment shall be made in writing to EOHHS for approval. The TP is to continue to provide transportation services to the recipient until notified by EOHHS on the 834 file that the recipient has been removed.

LEVELS OF SERVICE

The broker will be responsible for providing two levels of transportation for both Medicaid and ETP recipients:

Curb-to-Curb Service: (see definitions section)

Door to Door Service: (see definitions section)

The recipient must contact the Broker to request transportation services prior to a non-urgent, scheduled appointment, more than 48 hours from the appointment. Brokers shall maintain an advanced scheduling timeframe to which they optimally respond and deliver recipients in a timely manner to their appointments. Advance scheduling is mandatory for all transportation services except urgent care and follow-up appointments that occur where the timeframe does not allow advance scheduling.

The Broker must ensure that transportation services are available 24 hours per day, 7 days per week, and 365 days a year.

Attendants and Other Passengers

The Broker must determine if the recipient requires an attendant or is accompanied by a child.

An attendant is required for children under the age of 18. In some cases, such as when a recipient is not ambulatory or mentally competent, the transportation provider may require an attendant for an adult passenger.

Covered Services and Modes of Transportation

Medicaid Population

Recipients eligible for Medicaid are eligible to receive transportation from any of the following modes, as medically determined by the needs of the recipient:

- Public Transit (bus)
- Taxi or Limited Public Motor Vehicle (LPMV)
- Ride-Share Program (Uber/Lyft)
- Public Motor Vehicle
- Multi-Passenger Van
- Wheelchair Van
- Ambulance (stretcher van, ALS/BLS)
- Mileage Reimbursement

Public transit shall be the mode of transportation when both the recipient and the Medicaid service provider are located within one-half (1/2) mile of an established bus stop. The Broker must request documentation of medical necessity from the recipient's medical/behavioral health provider for all transportation modes except for public transit (bus) and mileage reimbursement. Mileage Reimbursement is provided for prior-authorized non-emergency medical transportation to a Medicaid recipient's covered service appointment. The recipient, friend, or family recipient responsible for transporting the Medicaid recipient qualifies for mileage reimbursement if they are unable to provide transport without financial assistance.

If medically (physical or mental health) justified and communicated during the reservation, an additional person can be permitted to accompany a recipient. An escort must accompany all children under the age of 18 years. Adult recipients who need transportation to their own Medicaid covered service may have a child accompany them.

A list of covered services for transportation services is provided in Attachment G. This list is subject to change.

ETP

ETP, pursuant to EOHHS Rules and Regulations Section 1360.06 –1360.08, provides transportation for individuals aged 60 years and older who are not getting transportation from the RIPTA Ride Program, the RIPTA Free Bus Program, or from the Americans with Disabilities Act (ADA) Program. Service provision is contingent upon available state funding.

- Please refer to the EOHHS Rules and Regulations for acceptable modes of transportation.

ETP does not provide ambulance transportation, including stretcher van, ALS, and BLS. Mileage reimbursement is not available for the ETP program.

A full description of ETP is at:

<http://sos.ri.gov/documents/archives/regdocs/released/pdf/EOHHS/8334.pdf>

TANF

This population is eligible for public mass transit (bus) passes only.

COORDINATION WITH SERVICES AND OTHER HEALTH/SOCIAL SERVICES AVAILABLE TO RECIPIENTS

The Broker shall coordinate or consolidate as many service delivery functions as possible, such as call centers, trip assignment functions and eligibility verification. The Broker shall ensure call center staff are able to assign trips for all populations, verify recipients' eligibility, and determine least costly mode of transportation based on medical necessity.

Transportation service region includes all cities and towns in the State of Rhode Island. Transportation also includes transport to authorized border communities and approved out-of-state trips. ETP provides transportation to border communities if the destination is the closest to the recipient's home. Prior approval in accordance with existing EOHHS policies is needed for out of state medical trips. Prior approval is not needed for allowable transportation to authorized border communities. A list of authorized border communities is included in Attachment F.

TRANSPORTATION PROVIDER NETWORK

The Broker shall establish a sufficient TP network with the resources necessary (numbers and types of vehicles and drivers in each city or county) to deliver services to recipients. The Broker shall implement, operate, and maintain an adequate network of contracted TPs that meet quality of service delivery and performance expectations. The Broker shall document its TP selection criteria and procedures to verify the financial stability of all selected TPs.

The Broker shall maintain, in detail, contingency plans for unexpected peak transportation demands and back-up plans when notified that a vehicle is excessively late or is otherwise unavailable for service.

The Broker shall maintain procedures to ensure vehicle availability is adequate to fulfill the required standards of promptness and minimal ride time.

The Broker shall be responsible for identifying, recruiting, and negotiating sufficient service agreements with TPs to meet the needs of transportation recipients.

If the Broker implements an incentive program for contracted TPs, they shall present the terms of the proposed incentive program to EOHHS, provide a detailed description of the proposed incentive program including how to fund the incentive program, and the type, content and frequency of incentive program reports that will be provided to EOHHS.

The Broker shall establish a network to ensure that recipients in the community are well served, including developing a competitive marketplace that has a variety of TPs for each mode of transportation.

The Broker may not discriminate in the participation, reimbursement, or indemnification of any provider who is acting within the scope of his or her license or certification under applicable State law, solely on the basis of that license or certification. If broker declines to include individual or

groups of providers in its provider network, it must give the affected providers written notice of the reason for its decision.

EOHHS reserves the right to direct the Broker to terminate any service agreement with a TP when EOHHS determines this to be in the best interest of the State.

The Broker must ensure its network is capable of meeting the following EOHHS requirements:

- Provide quality transportation service delivery to all eligible populations;
- Ensure that TPs are willing and able to serve all recipients including those with physical and mental disabilities;
- Establish and incentivize a comprehensive transportation network that ensures that all recipients are served equally;
- Address TPs' challenges working in diverse home and geographical environments;
- Collaborate and communicate with the MCOs to provide safe, timely and coordinated transportation;
- Focus on program integrity, Fraud Waste and Abuse prevention and detection;
- Develop policies and procedures for authorizing, scheduling, managing, and making payment for transportation services;
- Subcontract with TPs and ensure access to high-quality transportation services.

Transportation Provider Contracts

The Broker shall document its process for negotiating contracts with TPs. All contracts must be in writing. Broker must ensure that TPs are in compliance with all recipient protections. The Broker shall have a written plan for monitoring and oversight of performance of TPs, including provisions for assessing TP compliance and corrective actions and/or termination. Broker is responsible for performance of all duties under this Contract and the State will consider the Broker to be the sole point of contact with regard to contractual matter. The Broker shall:

- Develop and enhance the existing TP network
- Create alternative options for transportation, including services provided by volunteer networks, community-based organizations, community health teams, on-demand transportation etc.
- Close collaboration with Medicaid Managed Care Organizations (MCOs) and Accountable Entities (AEs)
- Ensure TPs are willing and able to provide services to all recipients, regardless of geographic location, health status, sex, age, race, ethnicity, color, sexual orientation, gender identity, national origin, religious affiliation, or need for transportation services; and promote a comprehensive transportation network that that does not permit adverse selection
- Enter into an agreement with the Rhode Island Public Transit Authority
- Ensure all transportation provider contracts are to be signed and executed. The broker must fully disclose all names of the brokers and provide evidence that all transportation needs will be met on the first day of the contract.
- Only contract with providers that are licensed and insured
- Have verified any issue regarding any subcontract being debarred and their process for background criminal checks of their employees

- Have a signed Business Associate Agreement with any sub broker who has access to PHI
- The Broker shall not subcontract with any entity with which it has a prohibited financial relationship as described at 45 CFR 440.170.

The Broker shall maintain and make available all documentation for review by EOHHS staff on all contracts, including but not limited to each TP's business organizations, business licenses, certifications, insurance coverage, driver verifications, vehicle inspections, and all other relevant documentation, including payment rate structure upon request.

The Broker shall develop and implement a monitoring plan to monitor their contracted TPs to ensure compliance with the terms of their contracts. The HIPAA Privacy Rule requires that Broker obtain signed statement of HIPAA compliance from its TPs that will safeguard the protected health information they receive.

The Broker must maintain documentation for review by EOHHS staff on any TP's corrective action steps taken to ensure services provided are in compliance with this contract.

The Broker must ensure compliance with requirements of employer liability, worker's compensation, unemployment insurance, social security, and any other RI and local taxes applicable to the Broker and TPs.

The Broker must encourage Minority and Women-owned Business Enterprises (M/WBEs) to become TPs. providing transportation services to EOHHS's Broker.

The Broker is expressly prohibited from establishing or maintaining contracts with TPs which have been convicted of Medicaid or Medicare fraud, or have been terminated from the Medicare or Medicaid program, or have been excluded from participation in any Rhode Island DHS or EOHHS Program.

The Broker must terminate a service agreement with a TP when unacceptable performance, as determined by EOHHS, is identified or the TP has failed to take satisfactory corrective action within a reasonable time period not to exceed (30) thirty days from the date of notice of the unacceptable performance. Broker must execute a written agreement with TPs that specifies the Broker's right to revoke the agreement and outlines reasons for a revocation of the agreement. Broker shall indemnify and hold EOHHS harmless as against any claim for damages or losses arising from services rendered by TPs in connection with the performance of this contract. The Broker shall give the State immediate notice in writing, by certified mail, of any action or suit filed and of any claim made against then Broker or sub broker that, in the opinion of the Broker, may result in litigation related in any way to the Agreement with EOHHS.

Notification/Report to EOHHS

EOHHS will be provided a monthly report, of any additions or removals to the network. Any removals from the network must have a written plan submitted to EOHHS within 1 business day, of how transportation will be covered for the next 30 days or until another provider is found.

- The Broker will provide annual reports submitted to EOHHS by July 1 of each year that forecasts, monitors, and controls the overall costs of transportation service delivery by assigning trips to the lowest cost, most medically

- necessary mode available.
- Reports to EOHHS are also to include, Complaint Summary Report, Recipient Satisfaction Survey and Report, Performance Improvement Projects.
- Two Performance Improvement Projects and Recipient Satisfaction reports will be due by July 1 each year.
- Call statistics are to be submitted by the 15th of each month
- The Broker is to have mechanisms and systems that resolve access, quality, fraud and abuse, Broker management and payment issues.
- A Policy and Procedural Manual is to be developed and specific for the state of Rhode Island.
- A final version of the Policy and Procedural Manual must be submitted to the EOHHS for review and approval at least fifteen (15) days prior to the start of operations.
- Modifications required by the EOHHS must be incorporated by the Broker within ten (10) working days of notification.
- The Policy and Procedural Manual should include or reference specific separate attachments of policies on Program Integrity, Implementation Plan with Readiness Testing, Quality Assurance and Monitoring, Turnover Plan (to include resource turnover) and Communications Plan.
- The Broker shall be available to meet with the EOHHS representatives as indicated and at least monthly.

The Broker shall be liable for any loss resulting from its exercise (or failure to exercise) its powers and performance (or failure to perform) of its duties under this Agreement; provided, however, that Broker agrees to indemnify and hold harmless the EOHHS from and against any and all claims, lawsuits, settlements, judgments, costs, penalties, and expenses, including attorneys' fees, with respect to this Agreement, resulting or arising out of the dishonest, fraudulent, or criminal acts of Broker or its employees, acting alone or in collusion with others; and provided, further, that this maximum cap on damages shall not apply in the event that the loss arises in a situation in which Broker failed to follow its own policies and procedures. The maximum civil monetary penalty levied shall be in conformance with 42 CFR 438.704.

Operations

- The Broker shall not provide transportation directly.
- A routine pick up standard will be arriving no earlier than 15 minutes before scheduled trip nor later than 15 minutes after the scheduled pick-up time
- An urgent pick up standard will be within three (3) hours from when the Broker receives the request
- Pick up standard for a will call will be 60 minutes from when the Broker receives the request
- Drop-off standard will be on time but no more than 30 minutes early.

- The Broker will operate an efficient method for managing such services that requires recipients to request transportation with 48-hour advance notification (except for urgent or sick visits); Therefore, call Monday for transport Wednesday, call Tuesday for transport Thursday, Call Wednesday for transport Friday, Saturday or Sunday, call Thursday for transport Monday, call for Friday for transport Tuesday
- The Broker shall ensure that all clients receive confirmation of their trip details by 6 pm the night before a scheduled trip, unless Broker experiences issues locating a provider with same day requests or if short notice/urgent trips are requested.
- The Broker shall maintain records and supporting data (including but not limited to recipient data, trip authorizations, claims data and provider records) in a retrieval and storage mechanism that complies with all Federal and State requirements;
- Ensure that records comply with State and Federal record retention requirements which are ten (10) years for medical records, source records and financial records and seven (7) years for litigation
- Medicaid transportation services delivered by the Broker are only reimbursable when the recipient is being transported to or from a Medicaid covered service delivered by a Medicaid provider.
- The Broker shall provide transportation services to all beneficiaries who request transportation services and:
 - a. Are currently enrolled in Medicaid; and/or meets the criteria for the elderly transportation program (described in this Agreement and follow all sections of The Executive Office of Health and Human Services Regulations for Transportation.);
 - b. Have a medical condition that prevents him/her from using fixed route bus services; and/or is requesting transportation to/from an origin/destination address that is more than 1/2 mile from a bus route.
- The Broker must verify recipient Medicaid eligibility by accessing daily the Rhode Island Medicaid Management Information System (MMIS) using the unique Medicaid identification number.

The Broker must verify recipient eligibility regardless of who initiates the request.

- The Broker shall have policies and procedures submitted to EOHHS that provide transportation services on a non-discriminatory basis to eligible recipients irrespective of the regions, communities, or neighborhoods they live in or their age, race, religion, creed, national origin, sexual orientation, gender, ability, health status, or based on others with whom they live.
- The Broker's Policies and Procedures shall comply with all applicable state and federal laws pertaining to recipient rights, privacy and accommodation. The Broker

shall require its employees and network providers to respect those rights when providing services to recipients.

TRANSPORTATION PROVIDER AND VEHICLE REQUIREMENTS

The Broker must maintain a detailed approach to ensuring all drivers and vehicles providing transportation services under this contract meet the minimum requirements listed in this Section. These requirements shall be included in all contracts with TPs. With prior approval from EOHHS, the Broker may establish additional, non-conflicting requirements for drivers and vehicles.

The Broker must commit to the following requirements in delivering its broker services:

- Ensure that all vehicles and drivers comply with the applicable laws, regulations, and ordinances of federal, state, and local agencies in the jurisdictions in which they operate, including public motor vehicle and taxicab authorities (RI PUC), and ambulance authorities (RI DOH).
- Ensure all contracted TP vehicles/drivers have operational AVL capabilities.
- Supply all contracted TPs with a copy of the Americans with Disabilities Act (ADA) vehicle requirements and inspect for compliance. Vehicles shall comply with the ADA Accessibility Specifications for Transportation vehicles, 49 CFR Part 38, Subparts A and B. Vehicles shall be in compliance with applicable ADA vehicle requirements in order to be approved for use under this program.
- Obtain and keep on file copies of required permits and licenses from the municipalities in which the contracted TP operates.
- Ensure that all contracted TPs maintain a physical address in Rhode Island, are registered with the Rhode Island Secretary of State and maintain sufficient liability insurance as required by Rhode Island law and regulations.

Though a Broker may establish additional qualifications, the Broker must ensure the following minimum qualifications are met by all contracted individuals responsible for driving recipients under the terms of this agreement. All drivers at all times during their employment shall be at least eighteen (18) years of age and have a current valid driver's license to operate the transportation vehicle to which they are assigned;

- (a) Drivers shall not have a driver's license suspension or revocation for moving traffic violations within the previous five (5) years;
- (b) A criminal background check on each contracted driver through the RI Bureau of Criminal Identification (BCI) or the National Crime Information Center (NCIC) if not a resident of Rhode Island for at least five (5) consecutive years), prior to employment and annually thereafter. For drivers not residing within the state of Rhode Island, criminal background checks equivalent to the BCI check from the driver's state of residence are also required;

- (c) Drivers shall not have been convicted of any felony or misdemeanor related to health care fraud, patient abuse, child abuse, elderly abuse, criminal domestic violence, or criminal and/or sexual misconduct. A driver cannot be on any state or federal Sex Offender Registry. Within the last ten (10) years, drivers shall not have been convicted of any other felony crime. Within the last ten (10) years, drivers shall not have been convicted of any misdemeanor crimes for theft, embezzlement, breach of fiduciary responsibility, other financial misconduct, domestic violence, assault and battery, drugs, or weapons;
- (d) All drivers shall be courteous, patient, and helpful to all passengers and be neat and clean in appearance;
- (e) No driver shall be under the influence of or use alcohol, narcotics, or illegal drugs while on duty. No driver shall use prescription or nonprescription medications or other substances that may impair the driver's ability to perform while on duty.
- (f) All contracted TPs shall implement a verifiable 5-panel drug-testing program for drivers. Pre-employment, post-accident, and random drug screens covering more than twenty-five percent (25%) of the drivers each year shall be mandatory;
- (g) All drivers shall wear and have a visible nametag, with picture, that is easily readable and identifies the employee and the employer. The driver shall show the nametag to the recipient or facility employee upon arrival to pick up the recipient;
- (h) All contracted drivers must have their PUC identification visible during operation of their vehicle;
- (i) With the exception of drivers for on-demand transportation providers, such as Uber and Lyft, drivers are required to affix the EOHHS Transportation Broker sign to the side of the vehicle when in use for the transportation of recipients identified in the contract.
- (j) Drivers shall not smoke (this includes e-cigarettes and non-combustible Tabaco product) or use tobacco of any kind while in the vehicle, while assisting a recipient or while in the presence of any recipient;
- (k) Eating is prohibited in all vehicles while transporting recipients;
- (l) Drivers shall not wear any type of headphones at any time while on duty, with the exception of hands-free headsets for mobile telephones if this is the company communication device;
- (m) Drivers shall not text or use a computer/tablet while driving;
- (n) For door-to-door level of service drivers shall identify themselves, show their identification and announce their presence at the entrance of the facility or residence;
- (o) Drivers shall assist recipients in the process of being seated and confirm that all seat belts are fastened properly;

- (p) Drivers shall ensure recipients in wheelchairs are properly secured to the vehicle and/or wheelchairs are properly secured to vehicle prior to departure and at all times while in transit;
- (q) Drivers shall ensure that children are secured in a child safety seat compliant with the RI Department of Public Safety Transportation guidelines for infant and child safety seats, as necessary; an adult escort is responsible for the car seat;
- (r) US Department of Transportation-approved age-appropriate child restraint system (car/booster seat) prior to departure and at all times while in transit;
- (s) Drivers shall provide necessary assistance, support, and verbal instructions to passengers. Such assistance shall include whatever is necessary for recipients with limited mobility as well as movement and storage of mobility aids and wheelchairs;
- (t) Before departing the drop-off point, drivers shall confirm that the recipients are safely inside their destination;
- (u) Drivers shall not touch any recipient except as appropriate and necessary to assist the recipient into or out of the vehicle, into a seat, to secure the seat belt, or to render first aid or assistance for which the driver has been trained;
- (v) Drivers shall not solicit or accept money (except for co-pay requirements), goods or additional business from recipients;
- (w) Drivers shall be familiar with the streets and highways of the areas in which they are transporting; and,
- (x) Drivers shall follow company and Broker guidelines for HIPAA compliance by keeping all recipients' protected health information (PHI) confidential. It should not be visible to other recipients/passengers, and drivers shall not discuss this information with anyone who is not involved with the recipient's treatment or health care services.

Broker shall conduct all driver credential reviews prior to implementation, prior to the driver transporting recipients, and at least annually thereafter.

With the exception of drivers for on-demand transportation providers, such as Uber and Lyft, ensure that all drivers complete and maintain the following EOHHS approved training and/or certification:

- (a) Cardiopulmonary Resuscitation (CPR);
- (b) First Aid;
- (c) Defensive Driver;
- (d) Passenger Assistance – transferring, loading, unloading;
- (e) HIPAA Compliance; and
- (f) Cultural competence training
- (g) Participate in a minimum of twelve (12) hours in-service training on related subjects annually, including training on working with special populations such as disabled and/or elderly.

Ensure that the contracted TP terminates any driver from the transportation program when

substandard performance is identified, as documented by the Broker or at the request of EOHHS. EOHHS reserves the right to direct the Broker to terminate any driver when EOHHS determines it to be in the best interest of the State.

The Broker must ensure all TP owners, drivers, and employees are not debarred, suspended, or otherwise excluded from participating in procurement activities under sections 1128(a)(1), 1932(d)(1) and 42 CFR 438.610 at the time of hire and thereafter. A searchable database of persons excluded can be found <http://exclusions.oig.hhs.gov/>.

Ensure all vehicles pass the Broker inspection prior to transporting recipients. Broker shall provide criteria for inspection to EOHHS. The Broker shall inspect all vehicles transporting recipients annually and ensure all vehicles transporting recipients meet the following requirements:

- (a) The TP shall provide and use a two-way voice communication system (mobile telephone or two-way radio) linking all vehicles used in delivering the services under this contract with the contracted TP's place of business. Pagers are not an acceptable substitute;
- (b) All vehicles shall be equipped with adequate and functioning heating and air-conditioning systems. Functionality shall be defined by temperature readings from the rear of the vehicle, achieving air conditioning to sixty-eight (68) degrees and heating to seventy-two (72) degrees;
- (c) All vehicles shall have functioning, clean and accessible seat belts for each passenger seat position and securement belts for each wheelchair position; step stool should be available if needed.
- (d) Each vehicle shall comply with all RI Department of Public Safety Transportation guidelines for infant and child safety seats, as necessary when transporting children; and adult escort if responsible for the car seat;
- (e) Each vehicle shall have at least two (2) functional seat belt extensions available;
- (f) Each vehicle shall be equipped with at least one (1) seat belt cutter within easy reach of the driver. Exceptions to this requirement shall be approved in advance by EOHHS;
- (g) All vehicles shall have an accurate speedometer and odometer;
- (h) All vehicles shall be equipped with an interior mirror for monitoring the passenger compartment;
- (i) The exterior of the vehicle shall be clean, free of broken mirrors or windows, excessive grime, major dents, or paint damage that detract from the overall appearance of the vehicle;
- (j) The interior of the vehicle shall be clean, free from torn upholstery, floor, or ceiling covering; free from damaged or broken seats; and free from protruding sharp edges.

The interior shall also be free of dirt, oil, grease, and litter;

- (k) Vehicles shall be free of hazardous debris or unsecured items and shall be operated within the manufacturer's safe operating standards at all times;
- (l) To comply with HIPAA requirements, the word "Medicaid" may not be displayed on the vehicle or in the name of the business;
- (m) The vehicle license number, the Broker's toll-free phone number and a local phone number for the Broker shall be prominently displayed on the interior of each vehicle. This information and the complaint procedures shall be clearly visible and available in written format in each vehicle for distribution to recipients upon request;
- (n) All public motor vehicles (PMVs) used in the transportation network must have EOHHS-approved visible signage identifying the vehicle as part of the transportation system. All contracted drivers must have their PUC identification visible.
- (o) All vehicles shall have the following signs in English and Spanish, posted in all vehicle interiors, easily visible to the passengers:
 - "NO SMOKING (TOBACCO PRODUCTS or E-CIGS)"
 - "ALL PASSENGERS MUST USE SEAT BELTS"
- (p) Vehicles shall carry an information packet containing vehicle registration, insurance card, a copy of the form used for the latest Broker inspection, and accident procedures and forms;
- (q) Vehicles shall be equipped with a first aid kit;
- (r) Vehicles used for the transportation of recipients shall include GPS systems, which at a minimum, are capable of recalling the location of the vehicle for specific periods of time; and,
- (s) Insurance coverage for all vehicles shall be in force at all times during the contract period in accordance with state and local regulations and contract requirements.

Broker must record and maintain a file of all vehicles inspected by the Broker and the file must be available upon request.

Broker must remove from service immediately any vehicle or driver found out of compliance with these contract requirements or any applicable state or federal regulations. Once the Broker verifies and documents that the deficiencies have been corrected, the vehicle or driver may be reinstated.

Any deficiencies and actions taken must be documented and become a part of the vehicle's and the driver's permanent records.

Ensure TPs comply with the following passenger safety requirements:

- (a) Passengers shall have their seat belts buckled at all times while they are inside the vehicle. The driver shall assist passengers who are unable to fasten their own seat belts if requested;

- (b) The driver shall not start the vehicle until all passenger seat belts have been buckled;
- (c) The number of persons in the vehicle, including the driver, shall not exceed the vehicle manufacturer's approved seating capacity;
- (d) Upon arrival at the destination, the vehicle shall be parked or stopped so that passengers do not have to cross streets to reach the entrance of their destination;
- (e) Drivers shall not leave passengers unattended and
- (f) If passenger behavior or other conditions impede the safe operation of the vehicle, the driver shall park the vehicle in a safe location out of traffic and notify their dispatcher or 911 to request assistance.

The Broker shall provide stretcher van service, ALS and BLS to Medicaid eligible recipients as an alternative mode of transportation for pre-authorized trips consistent with EOHHS policy. Stretcher service is provided to an individual who cannot be transported in an ambulatory or wheelchair van, and who does not need the medical services of an ambulance. Stretcher van service does not provide emergency medical transport and does not include any medical monitoring, medical aid, medical care, or medical treatment during transport. A driver and an assistant shall staff the vehicle, which is specifically designed and equipped to provide transportation of individuals on an approved stretcher. A stretcher van is used for an individual who:

- (a) Needs routine transportation to or from a non-emergency medical appointment or service;
- (b) Is convalescent or otherwise non-ambulatory and cannot use a wheelchair; and does not require medical monitoring, medical aid, medical care, or medical treatment during transport.

BUSINESS OFFICE AND CALL CENTER LOCATION

The Broker shall have non-residential administrative office ("central business office") that is reasonably accessible to the EOHHS Office (located in the Pastore Complex in Cranston, RI). The location and accessibility of the central business office will be considered as part of the technical evaluation. This office must be open to conduct the general administration functions of the Broker during normal business hours Monday through Friday, except on legal state holidays. The call center must be co-located with the Administrative Office.

All documentation must reflect the Broker's street address, local and toll-free telephone number. The General Manager of the contract must be located at the central business office.

The Broker must have the capacity to send and receive facsimiles at the central business office at all times. The Broker's central office must be equipped with an adequate high-speed Internet connection. The Broker must provide a separate administrative telephone number that will enable EOHHS staff to reach the General Manager directly, without going through other office staff. The Broker must also have the capacity to reproduce documents upon request at no cost to EOHHS.

TRANSPORTATION RECIPIENT SERVICES

Call Center Staff Responsibilities

The Broker shall ensure that its Call Center staff and operators are capable of responding to telephone requests for information and that they respond to those requests in a timely manner. The Call Center staff and operators shall perform tasks including, but not limited to, the following:

- A. Represent the Broker and EOHHS to the calling public;
- B. Discuss the Program's main attributes courteously;
- C. Provide prompt attention to the caller's needs;
- D. Respect the caller's privacy during all communications and calls;
- E. Maintain sensitivity to the diversity inherent in Rhode Island;
- F. Maintain a professional demeanor at all times;
- G. Assure the dissemination of accurate information to all callers;
- H. Escalate calls from a dissatisfied recipient to a supervisor and on to a manager if satisfaction cannot be accomplished;
- I. Document complaints or issues that are reported to the call center within the Call Center (i.e., late or missed pick up); and,
- J. Transfer emergency transportation requests to 911 or another local emergency service.

Phone Lines and Equipment

The Broker shall supply a sufficient number of toll-free telephone lines to handle all calls 24 hours a day. For caller convenience and communication purposes a single toll-free telephone number must be used for the call center. The Broker must agree to relinquish ownership of the toll-free number to EOHHS upon contract termination.

Call flow routing and phone system queues must be reviewed by EOHHS. EOHHS may require additional queues with written notice to the Broker. The Broker shall obtain EOHHS approval prior to implementing any queue not required by EOHHS. The Broker shall provide a full description of the telephone system, including any specialized lines or routing to separately handle recipient and medical provider calls, as well as, an immediate trip problem resolution line.

Telephone Device for the Deaf (TDD)

The Broker shall maintain and operate a telephone device (TDD) for the deaf and hard of hearing callers who need such a device.

Automatic Call Distributor (ACD)

The Broker shall install and maintain a functioning Automatic Call Distributor (ACD) system and call reporting system that records and aggregates the following information, at a minimum, on an hourly, daily, weekly, and monthly basis, for the Call Center as a whole, and also for individual operators:

- A. Total number of incoming calls;
- B. Number of answered calls by Broker staff;
- C. Average Speed Answered;
- D. Percentage of calls answered in thirty (30) seconds;
- E. Average talk time;

- F. Number of calls placed on hold and the length of time on hold;
- G. Number of abandoned calls and length of time until call is abandoned;
- H. Number of outbound calls; and,
- I. Number of available operators by time.

The Call Center performance will be measured against key indicators that are considered to be standard for the call center industry.

Reporting on Phone Calls

The Broker must examine data collected from its phone system as requested by EOHHS and as necessary to perform quality assurance and improvement, fulfill the reporting and monitoring requirements of the contract and ensure adequate staffing.

Call Tracking Requirements

A. Identifying Information

The call center shall implement and maintain an automated call/contact management tracking system to track calls/contacts with basic identifying information.

B. Online Display

The call center shall allow inquiry and online display of call/contact records by type, original call/contact date, caller's name, caller ID number, customer service correspondent name or ID, or any combination of these data elements.

Extraction and Reporting

The Broker will create EOHHS-defined extract files that contain summary information on all calls/contacts received during a specified timeframe.

The Broker will generate other reports as required by EOHHS. Reports and data must be available in the format specified by EOHHS with export and import functions.

Back-Up System

In the event of power failure or natural disaster, the Broker shall have a back-up system capable of operating the telephone system at full capacity, with no interruption of services or data collection. The Broker shall notify EOHHS when its phone system is on a back-up system or is inoperative. The Broker shall have a manual back up procedure to allow requests to continue being processed if the system is down.

Call Center Performance Standards

The Broker shall perform the call center requirements to the standards in this Agreement, which will be evaluated by EOHHS.

The Broker shall develop a process to measure and correct any deficiencies in call center performance.

TRANSPORTATION PROVIDER SERVICES

Broker shall establish and maintain a provider services function to timely and adequately respond to providers' questions, comments and inquiries. Broker agrees to staff a Provider Services function, including a toll-free telephone line, to be operated at least during regular

business hours.

Broker shall maintain policies and procedures that address staffing, training, hours of operations, access and response standards for provider service. Provider service line should be adequately staffed to provide appropriate and timely responses regarding the following:

- Eligibility and Benefits
- Prior Authorizations, referral requirements, care coordination and network questions
- Claims payment issues, appeal requests, complaints
- Assisting providers with questions concerning recipient eligibility status
- Assisting providers with Transportation prior authorization
- Assisting providers with claims payment procedures
- Handling provider complaints

Broker shall establish and monitor performance standards for provider service functions. As part of its Provider Services function, Broker shall have an ongoing program of provider education concerning the benefits and the needs of the recipient population covered under this agreement. The provider education program shall include a quarterly provider newsletter and shall communicate, at least annually, changes in benefits, recipient's rights and responsibilities.

Broker shall require providers to report any changes in address or telephone numbers at least thirty (30) days prior to the change occurring.

Broker shall also require providers for advance notification in the event that the practice is dissolved or sold. The Broker shall also impose a requirement that the practice's management must notify the Broker in the event that a provider leaves the practice or expires.

Provider Manual

Broker shall maintain a provider manual and make available to all contracted providers. The Broker may distribute the provider manual electronically (i.e. via website) as long as providers are notified about how to obtain the electronic copy and how to request a hard copy at no charge.

The provider manual at a minimum shall contain the following information:

1. Description of the RI Medicaid Program and covered service
2. Medical necessity standards
3. Coordination of care expectations
4. Prior authorization and referral requirements
5. Recipients' rights and responsibilities
6. Reporting suspected fraud, waste, abuse
7. Payment policies

8. Important phone numbers
9. Broker's or Broker service standards (access and availability)
10. 24-hour coverage requirements
11. Complaints, Grievance and appeal procedures

PAYMENT

Acceptance of State Payments

Capitation Payments

Broker shall receive Capitation Payments for transportation recipients, as described in ATTACHMENT A, of this Agreement. All payments will be subject to the availability of funds and shall be subject to all condition specified in this Agreement. Adjustments to Capitation Payments due to recipient reconciliations will be as soon as possible, following their discovery. In addition, broker agrees to accept an 834 enrollment report, and subsequent enrollment and payment reports from the State. Broker is responsible for meeting performance metrics as outlined in the contract and RFP and is subject to liquidated damages as an offset to any payments made by the State including capitation payments as defined in the RFP.

Fee-For-Service Payments

The State shall reimburse Broker on a fee-for-service basis for covered services billed by Broker and not included within the pre-paid benefit package as described in this Agreement.

Payments to Sub brokers and Providers

The State shall bear no liability (other than liability for making payments required by this Agreement) for paying the valid claims of Broker sub brokers, including providers and suppliers.

The capitation rates set forth in ATTACHMENT A shall not be subject to change during the effective period therein specified except: (1) by Federal or State law; or (2) to cover additional services not currently included in this contract or to reflect a reduction in covered services; or (3) unless such change has been negotiated in accordance with this Agreement. Such change in rates shall not be effective until agreed in writing by the parties or, in the event of a change due to (1) above, until written notice by EOHHS to the Broker.

- For Medicaid recipients
- For ETP recipients
- For TANF recipients

These rates shall be subject to annual review and revision by the EOHHS.

Liability for Payment

Broker agrees that recipients are not held liable as follows:

- Broker's debts, in the event of Broker's insolvency

- Covered services provided to the recipient, for which the State does not pay Broker, or the State, or Broker, does not pay the individual or the TP that furnishes the services under a contractual, referral, or other arrangement, or
- Payments for covered services furnished under a contract, referral, or other arrangement to the extent that those payments are in excess of the amount that the recipient would owe if Broker provided the services directly

Liability during an Active Grievance or Appeal

Broker shall not be liable to pay claims to TPs if the validity of the claim is being challenged by Broker through a grievance or appeal, unless Broker is obligated to pay the claim or a portion of the claim through its contract with the TP.

Limit on Payment to Other Providers

No payment shall be made for services furnished by a TP other than Broker or by one of Broker's participating providers, if the services were available under the contract.

Claims Processing and MIS

Broker agrees to have claims processing system and Management Information System (MIS) sufficient to support the provider payment and data reporting requirements specified elsewhere in this contract. Broker also shall be prepared to document its ability to expand claims processing or MIS capacity should either or both be exceeded through the enrollment of recipients.

Audits

EOHHS, or its designees, maintains the right to conduct with reasonable notice whatever audit functions are necessary to verify proper invoicing by Broker for provision of services and proper payments by EOHHS to Broker in accordance with this contract.

In the event that audit liabilities arising from any discrepancies in payments are discovered during the course of such audits, the net effect of which resulted in an overpayment to Broker, EOHHS may either:

- Make a demand for repayment of overpayment amount within thirty (30) calendar days
- Offset the amount of overpayment from invoices submitted to provide for payment and/or by the next monthly payment cycle.
- Refer the matter to the Department of Attorney General Medicaid Fraud Unit for investigation and/or seek interest in funds pursuant to RI General Laws Section 40-8.2-22.

In the event that audits discover underpayment to Broker, EOHHS will process a corrective payment within thirty (30) calendar days.

Any dispute or controversy encountered pursuant to this provision shall be resolved pursuant to the guidelines specified herein.

Financial Data Reporting

Broker agrees to submit all financial report requests by the EOHHS. These reports may include, but are not limited to, the submission of the following reports:

- Broker's Annual Audited Financial Statements;
- Broker's Annual Report to Owners, Shareholders, recipients, and Others;
- Monthly Financial Statements;
- Company's General Liability and Directors' and Officer's Insurance Coverages;
- Where applicable, evidence that the parent Company provides 100% of subsidiary's financial backing.
- Any other additional reports required due to special circumstances, studies, analyses, audits, and significant changes in the Broker's financial position or performance.

Audit

In the case where the Agreement amount identified Section 2.13 (Payments) is at least twenty-five thousand dollars (\$25,000) in any year, Broker must submit an acceptable audited financial statement prepared by an independent auditor within twelve (12) months of the end of the Broker's fiscal year. The audit must provide full and frank disclosure of all assets, liabilities, changes in fund balances, and all revenues and expenditures.

The State retains the right to conduct, or cause to be conducted, specific audits. These audits may be conducted upon reasonable notification to the Broker, and the audits would focus on matters related, but not limited, to:

- Invoicing by the Broker for provision of services;
- Payment to the Broker by the State;
- Compliance with any of the terms and conditions of the Contract or Contract Amendments.

CONTRACT TERMS AND CONDITIONS

Contract Composition and Order of Precedence

Any submission made by Broker in response to the State's Request for Proposals shall be incorporated into this Agreement by reference. This Agreement shall be in conformity with, and shall be governed by, all applicable laws of the Federal government and the State of Rhode Island.

The component parts of the Agreement between the State of Rhode Island and Broker shall, in addition to the foregoing, consist of ADDENDUM I-XIX and:

- ATTACHMENT A: BROKERS' CAPITATION RATES**
- ATTACHMENT B: BROKER'S INSURANCE CERTIFICATES**
- ATTACHMENT C: RATE-SETTING PROCESS**
- ATTACHMENT D: PERFORMANCE GOALS**
- ATTACHMENT E: BORDER COMMUNITIES**

Integration Clause

This Agreement shall represent the entire agreement between the parties and will supersede all prior negotiations, representations, or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement shall be independent of, and have no effect upon, any other contracts of either party, except as set forth to the contrary within.

Subsequent Conditions

Broker shall comply with all requirements of this Agreement and the State shall have no obligation to enroll any recipients into the Transportation Broker until such time as all of said requirements have been met.

Effective Date and Term

All terms and conditions stated herein are subject to final approval from CMS. This Agreement shall be effective from January 1, 2019 and shall be signed by Transportation Broker and the Rhode Island Executive Office of Health and Human Services and approved by CMS. The contract for three and a half (3 1/2) years under the terms herein for the period January 1, 2019 to June 30, 2022 with three (3) one- year option periods, unless terminated prior to that date by provisions of this Agreement or extended by mutual agreement of the parties as provided for in this contract.

EOHHS may, at its discretion, defer the contractual operational start date for up to two (2) months beyond the scheduled start date of January 1, 2019 for a Broker that has been approved in the initial review process but that fails to satisfy all readiness review requirements.

Contract Administration

This Agreement shall be administered for the State by the Rhode Island Executive Office of Health and Human Services (EOHHS). The Medicaid Director or their appointee will serve as the responsible party for all matters related to this Agreement.

The Administrator, or his or her designee, shall be Broker's primary liaison in working with other State staff and with the State's private program management broker. In no instance shall Broker refer any matter to Medicaid Director or any other official in Rhode Island unless initial contact, both verbal and in writing, regarding the matter has been presented to the Administrator or designee.

Whenever the State is required by the terms of this Agreement to provide written notice to Broker, such notice shall be signed by the EOHHS Administrator or designee, or, in that individual's absence or inability to act, such notice shall be signed by Medicaid Director. All notices regarding the failure to meet performance requirements and any assessments of damages under the provisions set forth in this article shall be issued by the EOHHS Administrator or designee.

Contract Officers

EOHHS will designate a Contract Officer. Such designation may be changed during the period of this Agreement only by written notice. A representative of the Broker's choice shall be authorized and empowered to represent Broker with respect to all matters within such area of authority related to implementation of this Agreement.

Liaisons

Broker shall designate an employee of its administrative staff and EOHHS hereby designates its Contract Officer, who shall act as liaisons, between Broker and EOHHS for the duration of the

Agreement. The Contract Officer shall receive all inquiries regarding this Agreement and all required reports. Broker also shall designate a recipient of its senior management who shall act as a liaison between Broker's senior management and EOHHS when such communication is required.

Notification of Administrative Changes

Broker shall notify EOHHS of all changes materially affecting the delivery of care or the administration of its program. An example of such a material change would be a change which could affect Broker's ability to meet performance standards.

Notices

Any notice under this Agreement required to be given by one party to the other party, shall be in writing and given by certified mail, return receipt requested postage pre-paid or overnight carrier which requires a receipt, of delivery in hand with a signed for receipt, and shall be deemed given upon receipt.

Notices shall be addressed as follows:

In case of notice to Broker:

Alaina Macia, CEO
635 Maryville Centre Drive, Suite 300
St. Louis, MO 63141
Phone: (636) 695-5503
Facsimile: (636) 561-2962
E-mail: amacia@mtm-inc.net

With a copy to:

Donald C. Tiemeyer, General Counsel
635 Maryville Centre Drive, Suite 300
St. Louis, MO 63141
Phone (636) 695-5550
Facsimile: (636) 561-2962
E-mail: dtiemeyer@mtm-inc.net

In case of notice to EOHHS:

EOHHS Administrator, 3 West Road, Virks Building, Cranston, RI 02920

Either party may change its address for notification purposes by mailing a notice stating the change and setting forth the new address.

Authority

Each party has full power and authority to enter into and perform this Agreement, except to the extent noted in Section 2.19 below, and by signing this Agreement, each party certifies that the person signing on its behalf has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this contract, understands it, and agrees to be bound by it.

Federal Approval of Contract

CMS has final authority to approve all contracts between states and brokers in which payment exceeds one-hundred thousand dollars (\$100,000.00). If CMS does not approve a contract entered into under the Terms & Conditions described herein, the Agreement will be considered null and void.

INTERPRETATIONS AND DISPUTES**Conformance with State and Federal Regulations**

Broker agrees to comply with all State and Federal laws, regulations, and policies as they exist or as amended that are or may be applicable to this Agreement, including those not specifically mentioned in this article. In the event that Broker may, from time to time, request the State to make policy determinations or to issue operating guidelines required for proper performance of this Agreement, the State shall do so in a timely manner, and Broker shall be entitled to rely upon and act in accordance with such policy determinations and operating guidelines and shall incur no liability in doing so unless Broker acts negligently, maliciously, fraudulently, or in bad faith.

Waivers

No covenant, condition, duty, obligation, or undertaking contained in or made a part of this Agreement shall be waived except by the written agreement of the parties and approval of CMS. Forbearance or indulgence in any form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply. Notwithstanding any such forbearance or indulgence, the other party shall have the right to invoke any remedy available under law or equity until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings.

Waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

Severability

If any provision of this Agreement (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the State and Broker shall be relieved of all obligations arising under such provision; if the remainder of this Agreement is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed. To this end, the terms and conditions defined in this Agreement can be declared severable.

Jurisdiction

This Agreement shall be governed in all respects by the Laws and Regulation of the State of Rhode Island. Broker agrees to submit to the jurisdiction of the State of Rhode Island should any dispute, disagreement or any controversy of any kind arise or result out of the terms, conditions or interpretation of this Agreement. Broker, by signing this Agreement, agrees and submits to the jurisdiction of the courts of the State of Rhode Island and agrees that venue for any legal proceeding against the State regarding this Agreement shall be filed in the Superior Court of Providence County.

Disputes

Prior to the institution of arbitration or litigation concerning any dispute arising under this Agreement, the Chief Purchasing Officer of the State of Rhode Island is authorized, subject to any limitations or conditions imposed by regulations, to settle, compromise, pay, or otherwise adjust the dispute by or against or in controversy with, a Broker relating to a contract entered into by the Department of Administration on behalf of the State or any State agency, including a claim or controversy based on contract, mistake, misrepresentation, or other cause for contract modification or rescission, but excluding any claim or controversy involving penalties or forfeitures prescribed by statute or regulation where an official other than the Chief Purchasing Officer is specifically authorized to settle or determine such controversy.

A “contract dispute” shall mean a circumstance whereby a Broker and the State user agency are unable to arrive at a mutual interpretation of the requirements, limitations, or compensation for the performance of a contract.

The Chief Purchasing Officer shall be authorized to resolve contract disputes between Brokers and user agencies upon the submission of a request in writing from either party, which request shall provide:

- A description of the problem, including all applicable citations and references from the contract in question.
- A clear statement by the party requesting the decision of the Chief Purchasing Officer’s interpretation of the contract.
- A proposed course of action to resolve the dispute.

The Chief Purchasing Officer shall determine whether:

- The interpretation provided is suitable.
- The proposed solution is feasible.
- Another solution may be negotiable.

If a dispute or controversy is not resolved by mutual agreement, the Chief Purchasing Officer or his designee shall promptly issue a decision in writing after receipt of a request for dispute resolution. A copy of the decision shall be mailed or otherwise furnished to Broker. If the Chief Purchasing Officer does not issue a written decision within thirty (30) days after written request for a final decision, or within such longer period as might be established by the parties to the contract in writing, then Broker may proceed as if an adverse decision had been received.

In the event an adverse decision is rendered, Broker may proceed to Superior Court and commence litigation against the State. If damages awarded on any contract claim under this section exceed the original amount of the contract, such excess shall be limited to an amount which is equal to the amount of the original contract. No person, firm, or corporation shall be permitted more than one (1) money recovery upon a claim for the enforcement of or for breach of contract with the State.

In no event, shall the terms of this section apply to disputes between providers and Broker nor shall the State be entitled to arbitrate such disputes.

Any fraudulent activity may result in criminal prosecution.

CONTRACT AMENDMENTS

General

The Executive Office may permit changes in the scope of services, time of performance, or approved budget of the Broker to be performed hereunder. Such changes, which are mutually agreed upon by the Executive Office and the Broker, 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.

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 to in this agreement 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.

An approved contract amendment is required whenever a change affects the payment provisions, the scope of work, or the length of this Agreement. Formal contract amendments will be negotiated by the State with Broker whenever necessary to address changes to the terms and conditions, the costs of, or the scope of work included under this Agreement. An approved contract amendment means one approved by EOHHS, Broker, and all other applicable State and Federal agencies prior to the effective date of such change.

An approved contract amendment shall be in writing and shall be signed by EOHHS, Broker and all other applicable State and Federal agencies prior to the effective date of the Amendment.

The Broker agrees to provide a signed amendment no later than 45 calendar days after being provided the final Amendment by EOHHS. Failure to return a signed Amendment within 45 calendar days or to negotiate a new due date with EOHHS may result in, but not be limited to, a hold placed on the approval of recipient materials or suspension of service provision, to be in place until return of an executed copy of the Amendment.

The State and Broker shall use contract amendments to reduce or increase Payments caused either through changes in the scope of benefits as a result of changes in Federal or State law or regulations or any other reason, scope of benefits otherwise covered by the State, the beneficiaries covered by this Agreement, and/or extension of the term of this Agreement. Annual adjustments in capitation payments shall be made in conformance with actuarial soundness, for any applicable period of time, taking into account the budget neutrality limitations placed on Rhode Island Medicaid by CMS.

GUARANTEES, WARRANTIES, AND CERTIFICATIONS

Broker Certification of Truthfulness

By signing this Agreement, Broker certifies, under penalty of law, that the information provided herein is true, correct, and complete to the best of Broker's knowledge and belief. Broker acknowledges that should investigation at any time disclose any misrepresentation or falsification, this Agreement may be terminated by EOHHS upon written notice specifying the

misrepresentation or falsification without penalty of further obligation by EOHHS.

Broker Certification of Legality

Broker represents, to the best of its knowledge, that it has complied with and is complying with all applicable statutes, orders, and regulation promulgated by any Federal, State, municipal, or other governmental authority relating to its property and the conduct of operations; and, to the best of its knowledge, there are no violations of any statute, order, rule, or regulation existing or threatened.

Performance Bond or Substitutes

Broker shall furnish a performance bond, a cash deposit, or an irrevocable letter of credit. The performance bond shall be in a form acceptable to the State. If a cash deposit is used, it should be placed in different financial institutions to a maximum of one-hundred thousand dollars (\$100,000.00) per deposit. If a letter of credit is used, the letter should be issued by a bank doing business in the State of Rhode Island and insured by the Federal Deposit Insurance Corporation; a savings and loan institution doing business in the State of Rhode Island and insured by the Federal Savings and Loan Insurance Corporation; or a credit union doing business in the State of Rhode Island and insured by the National Credit Union Administration.

The amount of the performance bond, cash deposit, or letter of credit shall be a minimum of one dollar for each capitation dollar paid in the month, or as determined by the EOHHS Administrator or designee. The State shall evaluate the enrollment statistics of Broker on a monthly basis. If there is an increase in the total capitation payment that exceeds 10 percent (10%) above the previous month's total Capitation Payment, the State may require a commensurate increase in the amount of the performance bond, cash deposit, or letter of credit. Broker shall have ten (10) business days to comply with any such increase.

The State may, at its discretion, permit Broker to offer substitute security in lieu of a performance, bond, cash deposit, or letter of credit. In that event, Broker shall be solely responsible for establishing the credit worthiness of all forms of substitute security. Broker also shall agree that the State may, after supplying written notice, withdraw its permission for substitute security, in which case Broker shall provide the State with a form of security as described above. In the event of termination for default, the performance bond, cash deposit, letter of credit or substitute shall become payable to the State for any outstanding damage assessments against Broker. Up to the full amount of the performance bond or substitute may also be applied to Broker's liability for any administrative costs and/or excess medical or other costs incurred by EOHHS in obtaining similar services to replace those terminated as a result of the default. The State may seek other remedies under law or equity in addition to this stated liability.

Subcontracts

Broker may enter into written subcontract(s) for performance of certain of its contract responsibilities. All subcontracts must be in writing and fulfill the requirements related to the service or activity delegated under this Agreement. Broker shall make available all subcontracts for inspection by the State, upon request.

The HIPAA Privacy Rule requires that a covered entity obtain satisfactory assurances from its subcontracted and delegated entities that they will safeguard the protected health information it receives or creates on behalf of the covered entity. The satisfactory assurances must be in writing, whether in the form of a contract or other business associate agreement between the covered entity and the business associate.

Broker shall be wholly responsible for performance of the entire contract whether or not sub brokers are used. The Broker must execute a written agreement with its sub brokers that specifies that Broker's right to revoke the subcontract, and outlines reasons for the revocation of the contract. Broker must also execute a written agreement which states that Broker may impose sanction on the sub broker if the sub broker's performance is inadequate. Any subcontract which Broker enters into with respect to performance under this Agreement shall not relieve Broker in any way of responsibility for performance of its duties. Further, the State will consider Broker to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Agreement.

Broker shall give the State immediate notice in writing, by certified mail, of any action or suit filed and of any claim made against Broker or sub broker that, in the opinion of Broker, may result in litigation related in any way to the Agreement with EOHHS.

Executive Order 92-4 encourages each State agency to meet a goal of ten percent (10%) of the dollar value of all procurement be awarded to small and small disadvantaged and minority and woman-owned businesses as sub brokers, pursuant to the provisions of Part 19 of Title 48, Federal Acquisition Regulations; and ATTACHMENT A: Capitation Rates.

Broker agrees, and shall require its sub brokers to agree, to subrogate to EOHHS any and all claims the Broker has or may have against any provider, including but not limited to manufacturers, wholesale or retail suppliers, sales representatives, or other providers in the design, manufacture, marketing pricing, or other products, in actions brought against said Providers, etc., on behalf of EOHHS, through the Rhode Island Attorney General's Office. Broker is entitled to recoveries that are the direct result of a similar legal suit filed by Broker against the same party or parties that was initiated and properly filed prior to the date of a legal action initiated or joined by EOHHS or by the Rhode Island Department of Attorney General.

Broker agrees to inform providers and sub brokers, at the time they enter into a contract, about:

1. Recipient's right to a state fair hearing,
2. How a recipient can obtain a hearing,
3. Representation rules at a hearing
4. Right to file a grievance and appeal and,
5. The requirements and timeframe for filing a grievance and appeal
6. Right to request continuation of service during an appeal or State Fair Hearing filing but that the recipient may be responsible for the cost of any continued benefit if the original action is upheld.
7. The toll-free number to file oral grievances and appeals.
8. State-determined transportation provider's appeals rights to challenge the failure of an organization to reimburse a service.

All of the program standards described in this agreement shall apply to sub brokers, to the extent relevant, to the duties they are performing.

Assignment of the Contract

Broker shall not sell, transfer, assign, or otherwise dispose of this Agreement or any portion thereof or of any right, title, or interest therein without the prior written consent of the State. Such consent, if granted, shall not relieve Broker of its responsibilities under this Agreement. This provision includes reassignment of this Agreement due to change in ownership of the firm. State

consent shall not be unreasonably withheld.

Hold Harmless

Broker agrees to defend (subject to the approval of the Attorney General), indemnify, and hold harmless the State of Rhode Island, its Executive Offices, agencies, branches and its or their officers, directors, agents or employees (together the "Indemnities" and their sub brokers) against any claim, loss, damage, or liability incurred as a result of any breach of the obligations of this agreement by Broker or any sub broker including:

- Any claims for damages or losses arising from services rendered by any sub broker, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the contract.
- Any claims for damages or losses to any person or firm injured or damaged by erroneous or negligent acts, including disregard of State or Federal Medicaid regulations or legal statutes, by Broker, its officers, employees, or sub brokers in the performance of the contract.
- Any claims for damages or losses resulting to any person or firm injured or damaged by Broker, its officers, employees, or sub brokers by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract or by Federal or State regulations or statutes.
- Any failure of Broker, its officers, employees, or sub brokers to observe the Federal or State laws, including, but not limited to, labor laws and minimum wage laws.
- Any claims for damages, losses, or costs associated with legal expenses, including, but not limited to, those incurred by or on behalf of the State in connection with the defense of claims for such injuries, losses, claims, or damages specified above.

Before delivering services under this Agreement, Broker shall provide adequate demonstration to the State that insurance protections necessary to address each of these risk areas are in place.

Broker may elect to self-insure any portion of the risk assumed under the provision of this Agreement based upon Broker's ability (size and financial reserves included) to survive a series of adverse financial actions, including withholding of payment or imposition of damages by the State.

Insurance

Before delivering services under this Agreement, Broker shall obtain, from an insurance company duly authorized to do business in Rhode Island, the minimum coverage levels described below for:

- Professional liability insurance
- Workers' compensation
- Comprehensive liability insurance
- Property damage insurance
- Errors and Omissions insurance

- Excess/Umbrella Liability Insurance

ATTACHMENT B of this Agreement contains Broker's Certificates of Insurance. Each certificate states the policy, the insured, and the insurance period. Each of the Broker's insurance policies shall contain a clause, which requires the State be notified ten (10) days prior to cancellation.

Broker shall be in compliance with all applicable insurance laws of the State of Rhode Island and of the Federal Government throughout the duration of this Agreement.

Professional Liability Insurance

Broker shall obtain and maintain, for the duration of this Agreement, professional liability insurance in the amount of at least one-million dollars (\$1,000,000.00) for each occurrence.

Workers' Compensation

Broker shall obtain and maintain, for the duration of this Agreement, workers' compensation insurance for all of its employees employed in Rhode Island. In the event any work is subcontracted, Broker shall require the sub broker similarly to provide workers' compensation insurance for all the latter's employees employed at any site in Rhode Island, unless such sub broker's employees are covered by the workers' compensation protection afforded by the Broker. Any subcontract executed with a firm not having the requisite workers' compensation coverage will be considered void by the State of Rhode Island.

Minimum Liability and Property Damage Insurance

Broker shall obtain, pay for, and keep in force general liability insurance (including automobile and broad form contractual coverage) against bodily injury or death of any person in the amount of one-million dollars (\$1,000,000.00) for any one (1) occurrence; and insurance against liability for property damages, as well as first-party fire insurance, including contents coverage for all records maintained pursuant to this Agreement, in the amount of five-hundred thousand dollars (\$500,000.00) for each occurrence; and such insurance coverage that will protect the State against liability from other types of damages, for up to five-hundred thousand dollars (\$500,000.00) for each occurrence.

Errors and Omissions Insurance

Broker shall obtain, pay for, and keep in force for the duration of the contract Errors and Omissions insurance in the amount of one-million dollars (\$1,000,000.00).

Excess/Umbrella Liability

Broker shall obtain, pay for, and keep in force Excess/Umbrella Liability insurance for the reimbursement of excess costs incurred by a recipient. The level at which the Broker establishes Excess/Umbrella Liability insurance must be consistent with sound business practices under the financial condition of the Broker. Broker may not change the thresholds from those submitted in response to the bid solicitation and incorporated into ATTACHMENT B of this Agreement without the prior written consent of the State.

Evidence of Coverage

Broker shall furnish to the State upon request a certificate(s) evidencing that required insurance is in effect, for what amounts, and applicable policy numbers and expiration dates prior to start of work under the Agreement. In the event of cancellation of any insurance coverage, Broker shall immediately notify the State of such cancellation. Broker shall provide the State with

written notice at least ten (10) days prior to any change in the insurance required under this subsection.

Broker shall also require that each of its sub brokers maintain insurance coverage as specified above or provide coverage for each sub broker's liability and employees. The provisions of this clause shall not be deemed to limit the liability or responsibility of Broker or any of its sub brokers hereunder.

Force Majeure

Neither Broker nor the State shall be liable for any damages or excess costs for failure to perform their contract responsibilities if such failure arises from causes beyond the reasonable control and without fault or negligence by Broker or the State. Such causes may include, but are not restricted to, fires, earthquakes, tornadoes, floods, unusually severe weather, or other catastrophic natural events or acts of God: quarantine restrictions; explosions; subsequent legislation by the State of Rhode Island or the Federal government; strikes other than Broker's employees; and freight embargoes. In all cases, the failure to perform must be beyond reasonable control of, and without fault or negligence of, either party.

Patent or Copyright Infringement

Broker shall represent that, to the best of its knowledge, none of the software to be used, developed, or provided pursuant to this Agreement violates or infringes upon any patent, copyright, or any other right of a third party. If any claim or suit is brought against the State for the infringement of such patents or copyrights arising from Broker's use of any equipment, materials, computer software and products, or information prepared by or on behalf of Broker, or developed in connection with Broker's performance of this Agreement, then Broker shall, at its expense, defend such claim or suit. Broker shall satisfy any final award for such infringement, through a judgment involving such a claim, suit or by settlement, with Broker's right of approval.

Payments to Institutions or Entities Located Outside of the U.S.

The Broker must be located within the U.S. The Broker will make no payments to a TP, sub broker or financial institution located outside of the U.S. Broker will issue no payments for items or services to providers, provider bank accounts or business agents located outside of the U.S., Puerto Rico, the Virgin Islands, Guam, the Northern Mariana Islands, and American Samoa.

PERSONNEL

Employment

Practices

Broker shall agree to comply with the requirements relating to fair employment practices, to the extent applicable and agrees further to include a similar provision in any and all subcontracts. Broker shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, age (except as provided by law), marital status, political affiliation, or handicap. Broker shall take affirmative action to ensure that employees, as well as applicants for employment, are treated without regard to their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or handicap. Such action shall be taken in areas including, but not

be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Broker shall agree to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause. Broker shall, in all solicitations or advertisements for employees placed by or on behalf of Broker, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, sexual orientation, age (except as provided by law), marital status, political affiliation, or handicap, except where it relates to bona fide occupational qualification. Broker shall send to each labor union or representative of workers with which he has a collective bargaining arrangement or other agreement or understanding, a notice advising the labor union or workers' representative of Broker's commitments under Section 202 of Executive Order No. 11246 of September 24, 1976, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

Broker shall agree 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); Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.); Americans with Disabilities Act of 1990 (42 USC 12101 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) which prohibit discrimination on the basis of race, color, national origin, handicap, or sex, in acceptance for or provision of services, employment, or treatment in educational or other programs or activities; 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.

Broker shall comply with all provisions of Executive Order No. 11246 of September 24, 1976, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor. Broker shall furnish all information and reports required by Executive Order No. 11246 of September 24, 1976, as amended, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto and will permit access to its books, records, and accounts by the Secretary of the U.S. Department of Health and Human Services and the U.S. Secretary of Labor or their authorized representatives for purposes of investigation to ascertain compliance with rules, regulations, and orders.

Broker shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Orders 11625 and 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor and with Title 41, Code of Federal Regulations, Chapter 60. Broker shall comply with regulations issued by the Secretary of Labor of the United States in Title 20, Code of Federal Regulations, Part 741, pursuant to the provisions of Executive Order 11758 and the Federal Rehabilitation Act of 1973. Broker shall be responsible for ensuring that all sub brokers comply with the above-mentioned regulations. Broker and its sub brokers shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973, as amended.

Broker shall comply with all applicable provisions of Stat. 53-1147, the Federal "Hatch Act," as amended.

Broker shall comply with all applicable provisions of Public Law 101-336, Americans with Disabilities Act.

Pursuant to Title VI and Section 504, as listed above which are incorporated herein by reference and made part of this Agreement, the Broker 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 Broker's written compliance plan, all relevant policies, procedures, workflows, relevant chart of responsible personnel, and/or self-assessments must be available to EOHHS upon request.

The Broker's written compliance plans and/or self-assessments, referenced above and detailed in this Agreement must include but are not limited to the requirements detailed in this Agreement.

The Broker 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 Broker and/or any sub broker or broker of the Broker.

The Broker acknowledges receipt of ADDENDUM II - 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 Broker 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 Broker 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 Broker at the time of this contract. Changes to any of the requirements contained herein shall constitute a change and be handled in accordance with the Contract Amendments noted in Section 3.03.

Failure to comply with this Paragraph may be the basis for cancellation of this Agreement. Broker shall agree to comply with all other State and Federal statutes and regulations that are or may be applicable and that are not specifically mentioned above.

Employment of State Personnel

Broker shall not knowingly engage on a full-time, part-time, or other basis, during the period of this Agreement, any professional or technical personnel who are, or have been at any time during the period of this Agreement, State employees, except those regularly retired individuals, without prior written approval from the EOHHS Administrator or designee. Such approval shall not be unreasonably withheld.

The penalty for violation of the above conditions shall result in two thousand five hundred dollars (\$2,500.00) penalty per employee, plus an added two thousand five hundred (\$2,500.00) penalty

per month, per employee if Broker or sub broker fails to terminate the employee after they have been notified in writing of the violation by the State's designated contract administrator.

Independent Capacity of Broker Personnel

It is expressly agreed that Broker or any sub broker involved in the performance of this Agreement shall act in an independent capacity and not as an agent, officer, employee, partner, or associate of the State of Rhode Island. Broker staff will not hold themselves out as nor claim to be officers or employees of the State of Rhode Island by reason hereto. It is further expressly agreed that this Agreement shall not be construed as a partnership or joint venture between Broker or any sub broker and the State.

RECORDS RETENTION

Broker agrees to maintain books and records relating to transportation services and expenditures covered under this Agreement, including reports to the State and source information used in preparation of these reports. These records include but are not limited to financial statements and records relating to quality of care.

Operational Data Reports

Broker agrees to retain the source records for its data reports for a minimum of ten (10) years and must have written policies and procedures for storing this information. Financial records must be retained for at least ten (10) years.

PERFORMANCE STANDARDS AND DAMAGES

OPERATIONAL DATA REPORTING

The broker shall comply with all of the reporting requirements established by EOHHS. EOHHS shall provide the Contactor with the necessary reporting formats, instructions, submission timetables and technical assistance, as required. EOHHS may at its discretion, change the content, format or frequency of reports. If the Broker delegate's responsibility to a sub broker, the Broker shall ensure the subcontracting relationship and subcontracting documentation comply with EOHHS reporting requirements.

EOHHS may, at its discretion, require Broker to submit additional reports both ad-hoc and reoccurring. If EOHHS requests any revisions to the reports already submitted, the Broker shall make the changes and re-submit the reports, according to the time frame and format required by EOHHS.

The Broker will submit all reports to EOHHS, unless otherwise indicated in this contract according to the schedule below:

Deliverables	Due Date
Daily Reports	Within two (2) business days
Weekly Reports	Wednesday of the following week
Bi-Weekly Reports	5 th and 20 th of each month
Monthly Reports	Last business day of the following month
Quarterly Reports	Last business day of the month following the end of the quarter
Semi-annual Reports	January 31 and July 31
Annual Reports	As specified by the State
Ad Hoc/On Demand	As specified by the State

The Broker will submit all reports electronically and in the manner and format prescribed by EOHHS and shall ensure that all reports are complete and accurate. Broker will submit reports to EOHHS and other State agencies or delegates as indicated. Except as otherwise specified by EOHHS, all reports shall include all transportation populations governed by this contract.

The Contactor shall transmit to and receive from EOHHS, all transactions and code sets in the required standard formats as specified under HIPAA and as directed by EOHHS, so long as EOHHS direction does not conflict with the law.

As part of its QM/QI program, the Broker shall review all reports and data submitted to EOHHS to identify any instances and/or patterns of such non-compliance, including missing/incorrect information, and quality improvement activities to identify and implement actions to correct instances of non-compliance and to address patterns of non-compliance, and identify and improve performance.

Broker agrees to provide EOHHS with uniform utilization, quality assurance, and Recipient satisfaction/complaint data on a regular basis, described below, and additional data in a manner acceptable to EOHHS.

Timeliness and Accuracy of Data Submittal

The Broker is responsible for monitoring their 837 submissions and subsequent 277CA reports. The Broker shall submit encounter data to the State monthly, at a minimum.

Penalties for Non-Compliance

At the discretion of EOHHS, Broker may be subject to penalties for continued non-compliance with timely, accurate and resolved submission of data or aggregate reporting requirements.

Grievance and Appeals Data

Broker agrees to submit reports in the required format and timetables identified by EOHHS. Broker agrees to submit quarterly reporting for Complaints, Grievance and Appeals submitted to the Broker. Reports will be inclusive of all recipient populations in this contract. This report is due no later than thirty (30) days after the end of the reporting quarter.

EOHHS Quality Assurance Data

Broker agrees to make available internal quality assurance reports periodically to EOHHS, as EOHHS may specify. The precise methodology for these abstracts will be provided to the Broker by EOHHS. Broker agrees to work cooperatively with EOHHS in developing and implementing this methodology.

Recipient Satisfaction Report

Broker agrees to collect Recipient satisfaction data for all recipient populations through an annual survey of a representative sample of its recipients.

Fraud and Abuse Reports

Broker agrees to submit a quarterly fraud and abuse report that conforms to EOHHS's specifications. This report is due no later than thirty (30) days after the end of the reporting quarter.

The report shall indicate at minimum: (1) the number of complaints of fraud and abuse that warranted preliminary investigation, and (2) for each case of suspected provider fraud and abuse that warrants a full investigation. For the latter case, the broker shall report the following:

- the transportation provider's name and number
- the source of the complaint
- the nature of the complaint
- the approximate range of dollars involved
- the legal and administrative disposition of the case including actions taken by law enforcement officials to whom the case has been referred.

Recovery Reporting

Broker must establish a mechanism for a TP to report to the Broker when it has received an overpayment, to return the overpayment to the Broker within 60 calendar days after the date on which the overpayment was identified, and to notify the Broker in writing of the reason for the overpayment. The report of total recoveries will be provided to EOHHS on an annual basis and will separate out recoveries made for these types of overpayments in addition to any recoveries made related to fraud, waste and abuse activities.

Presentation of Findings

Broker agrees to obtain EOHHS's approval prior to publishing or making formal public presentations of statistical or analytical material based on its Recipient enrollment.

Health Insurance Portability and Accountability Act Requirements (HIPAA)

Broker will comply with the operational and information system requirements of HIPAA and will report requested data to EOHHS.

Certification of Data

Broker agrees to certify all data submitted. The certification must attest, based on best knowledge, information, and belief, as follows:

- To the accuracy, completeness and truthfulness of the data.
- To the accuracy, completeness and truthfulness of the documents specified by the State.

Broker must submit the certification concurrently with the certified data.

Utilization Review and Quality Assurance (UR/QA)

Broker shall have written policies and procedures to monitor utilization of services by its recipients and to assure the quality and accessibility of care being provided in its network.

Utilization Review

Broker shall have written utilization review policies and procedures that include protocols for denial of services, prior approval, and retrospective review of claims. As part of its utilization review function, Broker also agrees to have processes to identify utilization problems and undertake corrective action. As part of this function, Broker shall have a structured process for the approval or denial of covered services. This shall include, in the instance of denials, formal written notification to the recipient and the requesting or treating provider of the denial, its basis and any applicable appeal rights and procedures including EOHHS/Department-level appeal within fourteen (14) days of the request for authorization. Broker shall demonstrate to EOHHS that compensation to individuals or entities that conduct utilization management activities is not structured so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary services to any recipient.

The Broker shall define service authorization in a manner that at least includes a recipient's request for the provision of services as described in this Agreement.

Broker must maintain written policies and procedures that cover the language and format of notices of adverse actions:

- Written notice must be translated for individuals who speak prevalent non-English languages, as defined in this Agreement.
- Notice must include language clarifying that oral interpretation is available for all languages and how to access it.
- Written material must use easily understood language and format, be available in alternative formats, and in an appropriate manner that takes into consideration for those with special needs.
- Recipients and potential recipients must be informed that information is available in alternative formats and how to access those formats.

Broker agrees to report the status and results of each performance improvement project to EOHHS, or its designees, as requested, but at least within thirty (30) days of the request. Broker agrees to cooperate fully with EOHHS or its designees in any efforts to validate performance improvement projects. Each performance improvement project must be completed in a reasonable time period so as to generally allow information on the success of performance improvement projects in the aggregate to produce new information on quality of service every year.

Confidentiality

Broker must have written policies and procedures for maintaining the confidentiality of data that conform to HIPAA requirements.

State and Federal Reviews

Broker agrees to make available to EOHHS, on as needed basis, any records for review of quality of care and access issues. Broker agrees to make available to CMS and/or EOHHS any records for review as requested.

Fraud and Abuse

The Broker shall establish and maintain internal controls which are designed and executed to prevent, detect, investigate, and report suspected Medicaid Fraud and Abuse that may be committed by network providers, non-network providers, brokers, sub brokers, employees, recipients, or other third parties with whom the Broker contracts. The Broker shall comply with all Federal and State requirements regarding Medicaid fraud and abuse, including but not limited to Sections 1124, 1126(b)(1), 1126(b)(2), 1126(b)(3), 1128, 1156, 1892, 1902(a)(68), and 1903(i)(2) of the Social Security Act and Section 40-8.2-2 of the General Laws of Rhode Island. EOHHS and its Office of Program Integrity may conduct audits at any time on the Broker's formal fraud, waste and abuse program as well as any files as a result of claims audits.

The Broker will cooperate fully with any investigations, including providing information, access to records, and access to interview Broker employees and consultants at the time determined by the State. Provider contracts with the Broker shall incorporate these terms and conditions.

The following terms (abuse, conviction or convicted, exclusion, fraud, furnished, practitioner, and suspension) shall have the meaning specified in 42 CFR 455.2:

- Abuse means provider practices that are inconsistent with sound fiscal, business, or medical practices, and result in an unnecessary cost to the Medicaid program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes recipient practices that result in unnecessary cost to the Medicaid program.
- Conviction or convicted means that a judgment of conviction has been entered by a Federal, State, or local court; regardless of whether an appeal from that judgment is pending
- Exclusion means that items or services furnished by a specific provider who has defrauded or abused the Medicaid program will not be reimbursed under Medicaid.
- Fraud means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to themselves or some other person. It includes any act that constitutes fraud under applicable Federal or State law.
- Furnished refers to items and services provided directly by, or under the direct supervision of, or ordered by, the broker, a TP, or other supplier of services.

- Suspension means that items or services furnished by a specified provider who has been convicted or a program-related offense in a Federal, State, or local court will not be reimbursed under Medicaid.

An electronic copy of the Broker's written operating policies, procedures, workflows, and relevant chart of organization which focus on the prevention, detection, investigation, and reporting of suspected cases of Medicaid Fraud and Abuse must be submitted to the Rhode Island EOHHS for review and approval within 90 days of the execution of this Agreement and then on an annual basis thereafter.

Mandatory Components of Employee Education about False Claims Recovery

In accordance with Section 6032 of the Deficit Reduction Act of 2005, if the Broker receives more than five million dollars (\$5,000,000) in Medicaid payments on an annual basis, then it must establish and disseminate written policies for all employees, including management and any sub broker or agent of the Broker, that include detailed information about the False Claims Act, established under sections 3279 through 3733 of Title 31, United States Code, administrative remedies for false claims and statements established under chapter 38 of Title 31, United States Code, any State laws pertaining to civil and criminal penalties for false claims and statements, and whistleblower protections under such laws, with respect to the role of such laws in preventing and detecting fraud, waste, and abuse in Federal health care programs (as defined in section 1128B(f) of the Social Security Act).

Section 6032 of the Deficit Reduction Act establishes section 1902(a)(68) of the Social Security Act, which relates to "Employee Education about False Claims Recovery". The Broker's written policies pertaining to employee education about false claims recovery may be on paper or in electronic form but must be readily available to all of the Broker's employees, brokers, or agents. The Broker's policies and procedures must include detailed information about the prevention and detection of Medicaid waste, fraud, and abuse.

The Broker shall also include in any employee handbook a specific discussion of the laws described in the written policies and the rights of employees to be protected as whistleblowers. The employee handbook must also include a specific discussion of the Broker's policies and procedures for preventing and detecting fraud, waste, and abuse.

Recipient Education about Medicaid Fraud and Abuse

The Broker shall educate its recipients about Medicaid fraud and abuse by including this subject matter in the broker's recipient handbook. This content shall address examples of possible Medicaid fraud and abuse by providers or brokers, as well by recipient, and must be pre-approved by EOHHS.

In its recipient handbook, the Broker shall also inform recipients about how to report suspected Medicaid fraud and abuse, including any dedicated toll-free telephone number established by the Broker for reporting possible Medicaid fraud and abuse, as well as information about how to contact EOHHS's Fraud Unit.

Recipient Verification Procedures

The Broker shall be responsible for establishing procedures to verify with recipients, whether services billed by providers and brokers occurred.

The Broker will document its recipient verification procedures and include these materials in

its submission of written operating policies, procedures, workflows, and relevant chart of organization which focus on the prevention, detection, investigation, and reporting of suspected cases of Medicaid Fraud and Abuse within 90 days of the execution of this Agreement and then on an annual basis thereafter. These recipient verification procedures may include but not be limited to the following:

- Informing recipient in writing when goods or services have been prior authorized by the Broker
- Notifying recipient in writing when services which may require a concurrent authorization (standing orders) have been approved by the Broker

Recipient verification procedures should delineate how the Broker will respond to feedback from recipients, including any interactions with recipients who report that goods or services which had been billed by a TP or broker were not received. These procedures should address how such information from recipients will be communicated to the Broker.

Investigating and Reporting Suspected Fraud and Abuse

The Broker shall have methods and criteria for identifying and monitoring suspected Medicaid fraud and abuse. The Broker shall initiate an investigation of possible Medicaid fraud and abuse based upon a variety of data sources, including but not limited to the following:

- Claims data mining to identify aberrant billing patterns
- Feedback from recipients
- Calls received on the Broker's toll-free telephone number for reporting possible Medicaid fraud and abuse
- Peer profiling and TP credentialing functions
- Analyses of utilization management reports and prior authorization requests
- Monthly reviews of the CMS' List of Excluded Individuals and Entities (LEIE) and the System for Award Management (SAM)
- Queries from State or Federal agencies

The Broker is required to report any suspected cases of TP or broker fraud and/or waste and abuse within five (5) business days following the conclusion of its initial investigation to the EOHHS Medicaid Contract Officer and/or designee as well as the Office of Program Integrity (PI). PI will review and process the referral and if warranted, submit to the Rhode Island Attorney General MFCU and/or request additional evidence from the Broker.

The Broker, after reporting fraud or suspected fraud, shall not take any of the following actions:

- Contact the subject; or
- Negotiate any settlement or agreement; or
- Accept any monetary or other thing of valuable in connection with the incident.

The Broker will have a process for the suspension of payments to a network provider for which the

State determines there is a credible allegation of fraud. The Broker shall check with both the Office of Program Integrity, (OPI) and EOHHS before initiating any recoupment related to the outcome of a program integrity audit or prior to implementing any withhold of any funds for program integrity related issues.

While all recoveries related to overpayments due to fraud, waste or abuse are retained by the Broker, the Broker will develop retention policies for the treatment of recoveries. Broker must provide an annual report of any monetary recoveries that result from reconciliation of cases of fraud.

Notifications and Tips

The Broker will utilize the State provided template to make a referral in a secure, timely, and thoughtful manner as well as to alert both EOHHS and PI of a notification or “tip.” In addition to reporting any suspected cases of provider or broker fraud and/or abuse within five (5) business days following the close of an initial investigation, the Broker shall also submit quarterly reports to EOHHS documenting the Broker’s open and closed cases. Along with a notification, the Broker shall take steps to triage and/or substantiate these tips and provide timely updates when the concerns and/or allegations of any tips are authenticated.

The Broker shall notify the Office of Program Integrity in a timely manner regarding all incidents and/or concerns regarding the safety of its recipients.

The Broker shall cooperate fully in any investigation or prosecution. Such cooperation shall include, but not be limited to, providing, upon request, information, access to records, and claims data.

Program Integrity Audits

The Office of Program Integrity reserves the right to conduct an annual on-site audit of the Broker’s fraud and abuse/SIU unit and program integrity activities.

Damages

Broker shall use ordinary care and reasonable diligence in the exercise of its powers and the performance of its duties under this Agreement. Broker shall be liable for any loss resulting from its exercise (or failure to exercise) its powers and performance (or failure to perform) of its duties under this Agreement, up to a maximum cap of One Hundred Thousand Dollars (\$100,000); provided, however, that Broker agrees to indemnify and hold harmless EOHHS from and against any and all claims, lawsuits, settlements, judgments, costs, penalties, and expenses, including attorneys’ fees, with respect to this Agreement, resulting or arising out of the dishonest, fraudulent, or criminal acts of Broker or its employees, acting alone or in collusion with others; and provided, further, that this maximum cap on damages shall not apply in the event that the loss arises in a situation in which Broker failed to follow its own policies and procedures.

Non-Compliance with Program Standards

Broker shall ensure that performance standards as described in this agreement are met in full. The size of the damages associated with failure to meet performance standards will vary depending on the nature of the deficiency. Therefore, in the event of any breach of the terms of this Agreement with respect to performance standards, unless otherwise specified, damages shall be assessed against Broker in an amount equal to the costs incurred by the State to ensure adequate service delivery to the affected recipients. Damages shall not be imposed

until such time that the State has notified Broker in writing of a deficiency and has allowed a reasonable period of time for resolution.

Non-Compliance with Monthly Reconciliation Tasks

Broker shall carry out the monthly recipient reconciliation tasks as described in this agreement. Broker shall be liable for the actual amount of any detected overpayments or duplicate payments identified as a result of State or Federal claims reviews or as reported by providers or from other referrals, which are a result of incorrect Broker action in conducting monthly recipient reconciliation.

Non-Compliance with Data Reporting Standards

Broker shall comply with the operational and financial data reporting requirements described in this agreement. Included is any ad hoc reporting requested for the purpose of investigating fraud or abuse or to validate data in the State's data warehouse. In addition, all reports provided to EOHHS will be attested to individually by the Broker. Broker shall be liable for up to two-thousand five-hundred dollars (\$2,500.00) for each business day that any report is delivered after the date when it is due, or includes less than the required information, or is not in the approved media or format. Damages shall not be imposed until such time that the State has notified Broker in writing of a deficiency and has allowed a reasonable period of time for resolution.

Basis for Imposition of Intermediate Sanctions

EOHHS may impose intermediate sanctions on the Broker if it makes any of the determinations specified in paragraphs (a) through (c). The EOHHS may base its determinations on findings from onsite surveys, recipient or other complaints, financial status, or any other source.

1. EOHHS determines that the Broker has acted or failed to act as follows:
 - a. Fails substantially to provide services that the Broker is required to provide, under law or under its Agreement with the EOHHS, to a Recipient covered under this Agreement.
 - b. Imposes on recipients' charges that are in excess of any permitted by the EOHHS.
 - c. Acts to discriminate against Recipients on the basis of their health status or need for health care services.
 - d. Misrepresents or falsifies information that it furnishes to CMS or to the EOHHS.
 - e. Misrepresents or falsifies information that it furnishes to a Recipient or potential Recipient.
2. EOHHS determines that the Broker has distributed directly, or indirectly through any agent or independent broker, marketing materials that have not been approved by the EOHHS or that contain false or materially misleading information.
3. EOHHS determines that:
 - a. The Broker has violated any of the other applicable requirements of sections 1932 or 1905(t)(3) of the Social Security Act and any implementing regulations;

Types of Intermediate Sanctions

EOHHS may impose the following types of intermediate sanctions:

1. Civil monetary penalties
2. Appointment of temporary management for the Broker
3. Suspension of payment for Recipients enrolled after the effective date of the sanction and until CMS or the EOHHS is satisfied that the reason for the sanction no longer exists.

and is not likely to recur.

EOHHS retains the authority to impose additional sanctions under State statutes or State regulations that address areas of noncompliance, as well as any additional areas of noncompliance.

Compliance with Other Material Contract Provisions

The objective of this standard is to provide the State with an administrative procedure to address general compliance issues under this Agreement which are not specifically defined as performance requirements listed above or for which damages due to non-compliance cannot be quantified.

The State may identify contractual compliance issues resulting from Broker's performance of its responsibilities through routine contract monitoring activities. If this occurs, the EOHHS Administrator or designee will notify Broker in writing of the nature of the performance issue. The State will also designate a period of time, not to be less than thirty (30) calendar days, in which Broker must provide a written response to the notification and will recommend, when appropriate, a reasonable period of time in which Broker should remedy the non-compliance, but not less than thirty (30) days.

Deduction of Damages from Payments

Amounts due the State as damages may be deducted by the State from any money payable to Broker pursuant to this Agreement. The Contract Administrator shall notify Broker in writing of any claim for damages at least fifteen (15) days prior to the date the State deducts such sums from money payable to Broker.

The State may, at its sole discretion, return a portion or all of any damages collected as an incentive payment to Broker for prompt and lasting correction of performance deficiencies.

COMPLIANCE

The Broker shall have administrative and management arrangements, including a mandatory written compliance plan, which are designed to guard against fraud and abuse. An electronic copy of the Broker's written compliance plan, including all relevant operating policies, procedures, workflows, and relevant chart of organization must be submitted to the EOHHS for review and approval within 90 days of the execution of this Agreement and then on an annual basis thereafter.

Prohibited Affiliations with Individuals Debarred by Federal Agencies

The Broker may not knowingly have a relationship with the following:

- (1) An individual who is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.
- (2) An individual who is an affiliate, as defined in the Federal Acquisition Regulation, of a person described in paragraph (1) of this section.

Disclosure of the Broker's Ownership and Control Interest

The Broker must submit completed forms documenting full and complete disclosure of the Broker's ownership and controlling interest, formatted in conformance with requirements established by EOHHS. Disclosures will be due at any of the following times:

- (1) Upon the transportation broker submitting the proposal in accordance with the State's procurement process.
- (2) Upon the transportation broker executing the contract with the State.
- (3) Upon renewal or extension of the contract.
- (4) Within thirty-five (35) days after any change in ownership of the transportation broker. The following information shall be disclosed by the Broker:

- (1) (i) The name and address and address of any person (individual or corporation) with an ownership or control interest in the disclosing entity. The address for corporate entities must include as applicable business address, every business location, and P.O. Box address.
 - (ii) Date of birth and Social Security Number (in the case of an individual).
 - (iii) Other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity (or transportation broker) or in any sub broker in which the disclosing entity (or transportation broker) has a five (5) percent or more interest.
- (2) Whether the person (individual or corporation) with an ownership or control interest in the disclosing entity (or transportation broker) is related to another person with an ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any sub broker in which the disclosing entity (or transportation broker) has a five (5) percent or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling.
- (3) The name of any other disclosing entity (or transportation broker) in which an owner of the disclosing entity (or transportation broker) has an ownership or control interest.
- (4) The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity (or transportation broker).

The Broker must keep copies of all ownership and control interest requests from EOHHS and the Broker's responses to these disclosure requests. Copies of these requests and the Broker's responses to them must be made available to the Secretary of the United States Department of Health and Human Services or to the EOHHS upon request. The Broker must submit copies of the completed disclosure forms to the Secretary of the United States Department of Health and Human Services or to EOHHS within thirty-five (35) days of a written request.

Disclosure by Providers: Information on Ownership and Control

The Broker must require each disclosing entity to disclose the following information:

- (1) (i) The name and address and address of any person (individual or corporation) with an ownership or control interest in the disclosing entity. The address for corporate entities must include as applicable business address, every business location, and P.O. Box address.
- (ii) Date of birth and Social Security Number (in the case of an individual).
- (iii) Other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity (or transportation broker) or in any sub broker in which the disclosing entity (or transportation broker) has a five (5) percent or more interest.
- (2) Whether the person (individual or corporation) with an ownership or control interest in the disclosing entity is related to another person with an ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any sub broker in which the disclosing entity has a five (5) percent or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling.
- (3) The name of any other disclosing entity in which an owner of the disclosing entity has an ownership or control interest.
- (4) The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity.

An individual is considered to have an ownership or control interest in a provider entity if it has direct or indirect ownership of five (5) percent or more, or is a managing employee (such as a general manager, business manager, administrator or director) who exercises operational or managerial control over the entity part thereof, or who directly or indirectly conducts the day-to-day operations of the entity or part thereof, as defined in section 1126(b) of the Social Security Act and under 42 CFR Section 1001.1001(a)(1).

Any disclosing entity that is subject to periodic certification by the Broker of compliance with Medicaid standards (such as at the time of initial credentialing and re-credentialing by the Broker) must supply the information as specified in this section in conformance with requirements established by the EOHHS. Any disclosing entity that is not subject to periodic certification of its compliance within the prior 12-month period must submit the information to the Broker before entering into a contract or agreement with the Broker.

Disclosures must also be provided by any provider or disclosing entity within thirty-five (35) days after any change in ownership of the disclosing entity.

Updated information must be furnished to the Secretary of the United States Department of Health and Human Services or to EOHHS at intervals between recertification or contract renewals, within thirty-five (35) days of a written request.

The Broker shall not approve a transportation provider agreement and must terminate an existing provider agreement or contract if the provider fails to disclose ownership or control information as required by this section.

Disclosure by Providers: Information Related to Business Transactions

The Broker must enter into an agreement with each TP under which the provider agrees to furnish to it or to the Secretary of the United States Department of Health and Human Services or to EOHHS on request full and complete information related to business transactions.

A provider must submit, within thirty-five (35) days of the date of a request by the Secretary of the United States Department of Health and Human Services or the EOHHS, full and complete information about the ownership of any sub broker with whom the provider has had business transactions totaling more than twenty-five thousand (\$25,000) dollars during the 12-month period ending on the date of request; and any significant business transactions between the provider and any wholly owned supplier, or between the provider and any sub broker during the five-year period ending on the date of the request.

This information must be submitted by a provider or a sub broker to the Secretary of the United States Department of Health and Human Services or to the Rhode Island EOHHS within thirty-five (35) days of a written request.

Disclosure by Providers: Information on Persons Convicted of Crimes

Before the Broker enters into or renews a provider agreement, or at any time upon written request by EOHHS, the provider must disclose the identity of any person who:

- (1) Has ownership or control interest in the provider, or is an agent or managing employee of the provider; and
- (2) Has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the Federal Title XX program since the inception of those programs.

An individual is considered to have an ownership or control interest in a provider entity if it has direct or indirect ownership of five (5) percent or more, or is a managing employee (such as a general manager, business manager, administrator or director) who exercises operational or managerial control over the entity or part thereof, or who directly or indirectly conducts the day-to-day operations of the entity or part thereof, as defined in section 1126(b) of the Social Security Act and under 42 CFR 1001.1001(a)(1).

The Broker shall promptly notify EOHHS in writing within ten (10) business days in the event that the Broker identifies an excluded individual with an ownership or control interest.

The Broker may refuse to enter into or renew an agreement with a provider if any person who has an ownership or control interest in the provider, or who is an agent or managing employee of the provider, has been convicted of a criminal offense related to that person's involvement in any Federal health care program.

The Broker may refuse to enter into or may terminate a provider agreement if it determines that the provider did not fully and accurately make any disclosure as required in this section.

Disclosures Made by Providers to the Broker

Before the Broker enters into or renews a provider agreement, or at any time upon written request by EOHHS, the Broker shall disclose to EOHHS in writing the identity of any person who:

- (A) Has been convicted of a criminal offense as described in Sections 1128(a) and 1182(b) (1), (2), or (3) of the Social Security Act
- (B) Has had civil money penalties or assessments imposed under Section 1129A of the Social Security Act; or
- (C) Has been excluded from participation in Medicare, Medicaid, or any Federal or State health care programs and such a person has:
 - (1) a direct or indirect ownership interest of five (5) percent or more in the entity;
 - (2) Is the owner of a whole or part interest in any mortgage, deed of trust, note for other obligation secured (in whole or in part) by the entity or any of the property assets thereof, in which whole or part interest is equal to or exceed five (5) percent of the total property and assets of the entity;
 - (3) Is an officer or director of the entity, if the entity is organized as a corporation;
 - (4) Is partner in the entity, if the entity is organized as a partnership;
 - (5) Is an agent of the entity; or
 - (6) Is a managing employee, that is (including a general manager, business manager, administrator or director) who exercises operational or managerial control over the entity, or who directly or indirectly conducts the day-to-day operations of the entity or part thereof, or directly or indirectly conducts the day-to-day operations of the entity or part thereof, or was formerly described in paragraph (a)(1)(ii)(A) of this section, but is no longer so described because of a transfer of ownership or control interest to an immediate family recipient or a recipient of the person's household as defined in paragraph (a) (2) of this section, in anticipation of or following a conviction, assessment of a CMP, or imposition of an exclusion.

For the purposes of this section, the following terms (agent, immediate family recipient, indirect ownership interest, recipient of household, and ownership interest) shall have the meaning specified in 42 CFR 1001.1001.

Agent means any person who has express or implied authority to obligate or act on behalf of an entity.

Immediate family recipient means a person's husband or wife; natural or adoptive parent; child or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; or spouse of a grandparent or grandchild.

Indirect ownership interest includes an ownership interest through any other entities that ultimately have an ownership interest in the entity in issue. (For example, an individual has a ten (10) percent ownership interest in an entity at issue if he or she has a twenty (20) percent ownership interest in a corporation that wholly owns a subsidiary that is a fifty (50) percent owner of the entity in issue.)

Recipient of household means, with respect to a person, any individual with whom they are sharing a common abode as part of a single-family unit, including domestic employees and others who live together as a family unit. A roomer or boarder is not considered a recipient of household.

Ownership interest means an interest in:

- (i) The capital, the stock, or the profits of the entity, or
- (ii) Any mortgage, deed, trust or note, or other obligation secured in whole or partly by the property or assets of the entity.

The Broker must notify EOHHS in writing within ten (10) business days of the receipt of any disclosures which have been made to the Broker.

The Broker must promptly notify EOHHS in writing within ten (10) business days of any action that it takes to deny a TP's application for enrollment or participation (e.g., a request for initial credentialing or for re-credentialing) when the denial action is based on the Broker's concern about Medicaid program integrity or quality).

The Broker must also promptly notify EOHHS of any action that it takes to limit the ability of an individual or entity to participate in its program, regardless of what such an action is called, when this action is based on the Broker's concern about Medicaid program integrity or quality. This includes, but is not limited to, suspension actions and settlement agreements and situations where an individual or entity voluntarily withdraws from the program to avoid a formal sanction.

The Broker may refuse to enter into or renew an agreement with a provider if any person who has an ownership or control interest in the provider, or who is an agent or managing employee of the provider, has been convicted of a criminal offense related to that person's involvement in any Federal health care program.

The Broker may refuse to enter into or may terminate a provider agreement if it determines that the provider did not fully and accurately make any disclosure as required in this section.

Compliance with all Rhode Island Regulations

The Broker agrees to comply with all applicable RI State laws and regulations including but not limited to:

1. 2019 Enacted Budget: The Broker's capitation rates include dollars allocated from the SFY 2019 Enacted Budget.

Compliance with all Federal Regulations

The Broker agrees to comply with all applicable Federal laws and regulations.

GRIEVANCE AND APPEALS

EOHHS has established a Grievance and Appeals function through which recipients can seek redress against the Broker. The grievance system includes a grievance process, an appeals process, and access to the State's Fair Hearing system. For its part, Broker shall have written policies and procedures conforming to EOHHS' requirements for resolving recipient complaints and for processing grievances, when requested by the recipient or when the time allotted for

complaint resolution expires. Such procedures shall not be applicable to any disputes that may arise between Broker and provider regarding the terms, conditions, or termination or any other matter arising under a participation agreement or regarding any payment or other issues relating to providers. Broker agrees to participate in State Fair Hearings upon request.

Broker's policies and procedures for processing grievances must permit a recipient, TP or authorized representative, acting on behalf of the recipient and with the recipient's written consent, to file a grievance with the Broker at any time. The timeframe for resolution is 90 calendar days from receipt of the grievance.

Broker's policies and procedures for processing appeals must permit a recipient, TP or authorized representative acting on behalf of the recipient and with the recipient's written consent, to file an appeal of an action within 60 calendar days from the date on the Broker's notice of action. An action means: (1) whether or not a service is a Covered Service; (2) the denial or limited authorization of a requested service, including the type or mode of service; (3) the reduction, suspension, or termination of a previously authorized service; (4) the denial, in whole or in part, of payment of a service; (5) the failure to provide or authorize services within a timely manner, as defined in this Agreement.

A Notice of Action must be in writing and must explain:

- The action Broker, or its agents, has taken or intends to take
- The reasons for the action, including the right of the recipient to be provided upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the adverse service determination.
- The recipient or TP's right to file an appeal with the Broker, including information on exhausting the Broker's one level of appeal and the right to request a State Fair Hearing
- The procedures for exercising the rights in this section
- The circumstances under which expedited appeal resolution is available and how to request it
- The recipient's rights to have covered benefits continue pending resolution of the appeal and the final decision of EOHHS.

Broker must mail the notice of action to the recipient. Written materials must use easily understood language and that recipients are informed that alternative formats available for those with special needs who may be visually limited or have limited reading proficiency. All written material must include taglines in the prevalent non-English languages in the State, as well as large print, explaining the availability of written translations or oral interpretation to understand the information. Written notices must be translated in each prevalent non-English language for recipients who speak non-English languages. Such notices must include a statement that oral interpretations for recipients are available in all languages.

In handling grievances and appeals, Broker must:

- Give recipients any reasonable assistance in completing forms and taking procedural steps, including, but not limited to, providing interpreter services and toll-free numbers that have adequate TTY/TTD and interpreter capability.

- Allow recipients to file grievance or appeal verbally which may be confirmed in writing.
- Acknowledge each grievance and appeal within five (5) calendar days.
- Ensure that the individuals who make decisions on grievances and appeals are individuals who were not involved in any previous level of review or decision-making.

For appeals, the process must: (a) provide that oral inquiries seeking to appeal an action are treated as appeals (to establish the earliest possible filing date); (b) provide the recipient a reasonable opportunity to present evidence, and allegations of fact or law, in person as well as in writing; (c) provide the recipient and his or her representative opportunity, before and during the appeals process, to examine the case file.

Broker must provide written notice of the disposition of all standard appeals within thirty (30) calendar days, from the time the Broker receives the appeal. This timeframe may be extended by up to 14 calendar days if the recipient requests an extension or if the Broker shows (to the satisfaction of EOHHS upon request) that there is need for additional information and how the delay is in the recipient's best interest. If the Broker extends the timeframes not at the request of the recipient, it must complete all the following:

- Make reasonable efforts to give the recipient prompt oral notice of the delay;
- Within two (2) calendar days give the recipient's written notice of the reason for the decision to extend the timeframe and inform the recipient of the right to file a grievance if he or she disagrees with that decision;
- Resolve the appeal expeditiously and no later than the date the extension expires.

In the case that the Broker fails to adhere to the notice and timing requirements in this section, the recipient is deemed to have exhausted the internal appeals process. The recipient may initiate a State Fair Hearing.

Each written notice of determination must include the following:

- The results of the resolution process and the date it was completed.
- For appeals not resolved wholly in favor of the recipient, the right to a next level appeal, inclusive of an external appeal at no cost to the recipient; the right to request a State Fair Hearing, and how to do so; the right to request to receive benefits while the hearing is pending, and how to make the request; and that the recipient may not be held liable for the cost of those benefits if the hearing decision upholds the Broker's action.
- Information on how to contact the Broker either in writing or telephone regarding the appeal process.

If the Broker takes an action and the recipient requests a State Fair Hearing within one hundred and twenty (120) calendar days of the Broker's notice of resolution, the State must grant the recipient a State Fair Hearing, after the recipient has exhausted the Broker's internal appeals

procedures. The right to a State Fair Hearing, how to obtain a hearing, and representation rules at a hearing must be explained to the recipient by the Broker.

If the Broker, State Fair Hearing officer or external reviewer reverses the decision to deny, limit, or delay services that were not furnished while the appeal was pending, Broker must authorize or provide the disputed services promptly, no later than 72 hours from the date it receives notice reversing the determination.

Broker is required to maintain records of grievances and appeals and must review the information as part of its ongoing monitoring procedures.

The record of each grievance or appeal must contain, at a minimum, all of the following information:

1. A general description of the reason for the appeal or grievance.
2. The date received.
3. The date of each review or, if applicable, review meeting.
4. Resolution at each level of the appeal or grievance, if applicable.
5. Date of resolution at each level, if applicable.
6. Name of the recipient for whom the appeal or grievance was filed.
7. The record must be accurately maintained in a manner accessible to the state and available upon request to CMS

Complaint Resolution

It is EOHHS's preference that the Broker resolves recipient and TP complaints through internal mechanisms whenever possible. Broker, therefore, agrees to have written policies and procedures for handling complaints registered by recipient and TPs. As part of the process, Broker agrees to record and maintain a log of all complaints received, the date of their filing, and their current status and provide reports as requested.

Grievance Process

A grievance is a formal expression of dissatisfaction about any matter other than an "action". A recipient may file a grievance with the Broker either orally or in writing. The Broker must dispose of each grievance and provide notice in writing within ninety (90) calendar days from the day the Broker receives the grievance.

Expedited Resolution of Appeals

Broker must establish and maintain an expedited review process for appeals. Broker must resolve a request for expedited appeal and notify affected parties of the resolution within 72 hours after Broker receives the request. Broker may extend the timeframe by up to fourteen (14) calendar days, if the recipient or TP request the extension, or Broker can show (to the satisfaction of EOHHS, upon EOHHS's request) that there is need for additional information and how the delay is in the recipient's interest. This request must be in writing to the recipient.

Broker must ensure that punitive action is not taken against a TP who requests an expedited resolution or who supports a recipient's request.

ANNUAL COMPLIANCE AUDIT

The Annual Compliance Audit will be onsite and consists of a focused review of key elements of the Broker's compliance program and will assess adherence to the Broker's written compliance plan including all relevant operating policies, procedures, workflows, and relevant chart of organization. The key elements reviewed may vary from year to year. A review of administrative and management arrangements may also be conducted as part of the annual audit. A review of grievance and appeal files will be a standard part of the compliance audit.

While the findings of the compliance audit will not be scored, EOHHS will provide necessary feedback on each of the key elements. If the findings indicate that the Broker is out of compliance, EOHHS will make the determination of whether a corrective action plan is warranted.

INSPECTION OF WORK PERFORMED

Access to Information

EOHHS, other state agencies, and/or its designees, including its management and external quality review organization brokers, the Medicaid Fraud Unit of the Department of Attorney General, and CMS and/or its designees, shall have access to quality of service information, financial information (including claim level detail), service delivery information including authorization requests and denials or other adverse decisions, complaints, grievances and appeals information, and other such information of Broker, and its sub brokers and agents in order to evaluate through inspection or other means, the quality, and timeliness of services performed and reimbursed for under this Agreement and in compliance with this Agreement. Broker agrees to accommodate requests for access to this information which may be submitted at any time. Sub brokers must agree to comply with all applicable requirements, such as those pertaining to reporting responsibilities, record-keeping, state and federal audits. For audit purposes, sub brokers are subject to a 10-year record retention period for which EOHHS may request access to.

Inspection of Premises

The State Executive Office of Health and Human Services, the State Department of Health, State Auditor of Rhode Island, the U.S. Department of Health and Human Services, Government Accountability Office, the Comptroller General of the United States, the U.S. Office of the Inspector General, Medicaid Fraud Control Unit of the State Department of the Attorney General or their authorized representatives shall, during normal business hours, have the right to enter into the premises of Broker and/or all sub brokers and providers, or such other places where duties under this Agreement are being performed, to inspect, monitor, or otherwise evaluate the work being performed.

Such inspections may include, but not be limited to, the CMS or State-mandated annual operational and financial reviews, determinations of compliance with this Agreement, and CMS or State-mandated independent evaluations. All inspections and evaluations shall be performed in such a manner as to not unduly interfere with or delay work.

Marketing

Broker agrees to submit to EOHHS for review and written approval all materials, in any media, and any other materials associated with marketing that will be distributed to recipients or potential recipients before they are distributed. Materials developed or distributed by sub brokers or providers also require review and approval before being distributed. Recipient materials include, but are not limited to recipient handbooks, provider directories, newsletters, identification cards,

fact sheets, notices, brochures, form letters, mass mailings, system generated letters, newspaper, TV and radio advertisements, call scripts, surveys and other materials as identified by EOHHS. Broker agrees to submit marketing strategy and plans if requested.

Approval of Written Materials

Broker agrees to submit to EOHHS for review and approval all materials in any media. Broker produces for dissemination to actual and potential recipients including but not limited to materials produced for recipient education, outreach, marketing, the recipient handbook, and written grievance procedures. EOHHS shall review such documents in draft form and determine whether to grant approval for Broker to disseminate such documents to the recipient population.

Broker's policies and procedures pertaining to the program covered under this Agreement produced for dissemination to actual and potential recipients, including but not limited to procedures for determining eligibility for coverage as a related group, also shall be subject to inspection and approval by the State.

Communication

- The Broker shall not distribute any oral or written materials to recipients without receiving written approval by the EOHHS.
- The Broker shall provide written and oral information that adequately educates health care providers, provider associations, community-based organizations and consumer representatives.
- The Broker shall emphasize the availability of transportation services, eligibility for these services, the authorization process for single trips and standing orders, medical documentation of need, and how to access and use these services properly.
- On-going collaboration with medical providers, adult day care providers, nursing homes, dialysis centers and methadone treatment clinics, and other medical provider facilities to achieve transportation efficiencies.

The broker's plan should include information on the outreach, education and marketing.

This material:

- Must include culturally sensitive materials produced at least in English and Spanish;
- Must be written at a sixth=grade reading level; and
- All correspondence developed by the Broker must be reviewed and approved by the EOHHS prior to distribution.

The broker shall provide such materials and distribution plan to EOHHS for its review and approval within sixty days (or alternate date as agreed by EOHHS) from the execution of a contract. The broker is encouraged to develop supplemental written materials for recipients, health care providers, provider associations, community-based organizations and consumer representatives. All materials developed by the broker for distribution require prior written approval by EOHHS. EOHHS requires at least ten (10) business days to review and approve materials. Materials must be approved at least ten (10) business days before distribution.

Recipient Communication

The Broker is responsible for developing the initial recipient notification regarding transportation services availability and advance scheduling prior to the Broker assuming responsibility for the provision of transportation services. A Recipient Education Plan must be developed for recipients that include each recipient's rights and responsibilities for use of transportation services. All notices and information materials used by the Broker shall be reviewed and receive written approval by the EOHHS prior to mailing or otherwise disseminated.

Partner/Stakeholder Communication/Engagement

Written and oral information must adequately educate health care providers, provider associations, community-based organizations and consumer representatives. Education shall emphasize the availability of transportation services, eligibility for these services, the authorization process for single trips and standing orders, medical documentation of need, and how to access and use these services properly.

EOHHS Requested Communication

The Broker will be required to periodically participate and provide transportation related information at community and regional meetings as requested by the EOHHS. Information provided may include details on how to access services, recipient and provider rights, responsibilities, complaint procedures, and other information as specified by the EOHHS.

Languages Other Than English

EOHHS will maintain a methodology for identifying the prevalent non-English languages spoken by recipients and potential recipients throughout the State. The Broker must make verbal interpretation available in all languages and written translation available in each prevalent non-English language. All written materials for potential recipients must include taglines in the prevalent non-English languages in the State, as well as large print (18 point), explaining the availability of written translations or verbal interpretation to understand the information provided and the toll-free telephone number of the entity providing choice counseling services as required by § 438.71(a). This must be added to any letter they may use that explains recipient's right to the State Fair Hearing process as a result of having their level of service decreased or denied.

The Broker shall make interpretation services available to each recipient and make those services available free of charge to each recipient. This includes oral interpretation and the use of auxiliary aids such as TTY/TDY and American Sign Language. Oral interpretation requirements apply to all non-English languages, not just those that the State identifies as prevalent.

Written materials must use easily understood language. The Broker must ensure that recipients are informed that alternative formats are available for those with special needs who may be visually limited or have limited English proficiency. All written materials for recipients must include taglines in the prevalent non-English languages in the State, as well as large print (18 point), explaining the availability of written translations or verbal interpretation to understand the information provided and the toll-free telephone number to call for assistance. All recipients must be informed that information is available in alternative formats and how to access those formats. Verbal interpretations must be available to recipients in all languages.

1. The notice must be in writing and must meet the following language requirements:

- a) The Broker in conjunction with EOHHS shall identify the non-English languages prevalent (i.e. spoken by a significant number or percentage of the recipient's and potential population);
- b) The Broker must make available written information in each prevalent non- English language;
- c) The Broker must make verbal interpretation services available for all languages free of charge and;
- d) The Broker must notify recipients that verbal interpretation is available for any language.

CONFIDENTIALITY OF INFORMATION

Maintain Confidentiality of Information

The Broker 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 Broker in carrying out this Agreement, the RFP and the proposal, and agrees to comply with the requirements of the EOHHS 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 the office laws, regulations and policies ("confidential information"), as well as State and Federal laws and regulations. All such information shall be protected by the Broker 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 EOHHS.

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

The Broker 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 Broker's possession, is independently developed by the Broker outside the scope of this Agreement or is rightfully obtained from third parties under no obligation of confidentiality.

The Broker agrees to abide by all applicable, current and as amended Federal and State laws and regulations governing the confidentiality of information, including to but not limited to the Business Associate requirements of HIPAA (WWW.HHS.GOV/OCR/HIPAA), to which it may have access pursuant to the terms of this Agreement. In addition, the Broker agrees to comply with the EOHHS 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) 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 Broker 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, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual.

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").

The Broker agrees to adhere to any and all applicable State and Federal statutes and regulations relating to confidential health care and Substance Use 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 etseq, and HIPAA 45 CFR Part 160^{liv}. The Broker acknowledges that failure to comply with the provisions of this paragraph will result in the termination of this Agreement.

EOHHS requires the Broker to adhere to the provisions of the HIPAA Breach Notification Rule, 45 CFR §§ 164.400-414, as well as guidelines found in the "Health Information Technology for Economic and Clinical Health Act" (HITECH). The Broker shall require HIPAA covered entities and their business associates to provide notification following a breach of unsecured protected health information and must specify the requirements of these notifications to the HIPAA covered entities and business associates. In addition, EOHHS requires the Broker to notify EOHHS immediately upon becoming aware of any incident, either confirmed or provisional, that represents or may represent unauthorized access, use of disclosure of encrypted or unencrypted computerized data that materially compromises the security, confidentiality or integrity of recipient PHI maintained or held by the Broker, including unauthorized acquisition of recipient PHI by an

employee or otherwise authorized user of the Broker's system. Additionally, a breach or suspected breach may be an actual or suspected acquisition, access, use of, or disclosure of PII or SI. This includes, but is not limited to, loss or suspected loss of remote computing or telework devices such as laptops, PDAs, Blackberrys or other Smartphones, USB drives, thumb drives, flash drives, CDs and/or disks. Notification to EOHHS' designated security officer shall be made by telephone call and e-mail. The Broker shall, within three (3) business days, provide to the EOHHS's designated security officer an updated status of the breach. A full report is required to be submitted to EOHHS's designated security officer within sixty (60) calendar days and will include a full accounting of the incident along with a corrective action plan.

Upon notice of a suspected security incident, the EOHHS and Broker 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 Broker 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 Broker 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 EOHHS'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 Broker, simultaneously or as soon thereafter as possible, from the signing of this Agreement, as required by the EOHHS.

The Broker agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42U.S.C. Section 1320d, et seq., and regulations promulgated there under, as amended from time to time (statute and regulations hereinafter collectively referred to as the "privacy rule").

The Broker's obligations and responsibilities:

- (a) Broker agrees to not use or disclose protected health information other than is permitted or required by the agreement or as required by law.
- (b) Broker agrees to use appropriate and most updated industry safeguards to prevent use or disclosure of the protected health information other than as provided by this agreement.
- (c) Broker agrees to mitigate, to the extent practicable, any harmful effect that is known to the Broker of a use or a disclosure of protected health information by the Broker in violation of requirement of this Agreement.
- (d) Broker agrees to report to EOHHS any use or disclosure of the protected health information not provided for by this Agreement of which it becomes aware.
- (e) Broker agrees to maintain the security of protected health information it receives by establishing, at a minimum, measures utilized in current industry standards.
- (f) Broker agrees to notify EOHHS immediately upon becoming aware of a suspected or actual breach of security that may result or has resulted in the use or disclosure of protected health and other confidential information for purposes other than such proposed as specified in this Agreement.
- (g) Broker agrees to prepare and maintain a plan, subject to review by EOHHS /DoIT upon request, specifying the method that the Broker will employ to mitigate immediately, to extent practicable, any harmful effects that may or have been caused by such a breach.
- (h) Broker agrees that EOHHS shall be held harmless in the event of such a breach and the Broker accepts fully the legal and financial responsibility associated with mitigating any harmful effects that may or have been caused.
- (i) Broker agrees that it is subject to and shall ensure compliance with all HIPAA regulations in effect at the time of this Agreement and as shall be amended under HIPAA from time to time, and any and all reporting requirements required by HIPAA at the time of this Agreement and as shall be amended, under HIPAA from time to time. As well as ensuring compliance with the Rhode Island Confidentiality of Health Care Information Act, Rhode Island General Laws, Section 5-37.3 seq.
- (j) Broker agrees to implement policies and procedures to facilitate the removal, termination and final disposal of PHI in electronic format, including the storage media housing the information.

Assurance of Security and Confidentiality

Each party agrees to take reasonable steps to ensure the physical security of such data under its control, including, but not limited to: fire protection; protection against smoke and water damage; alarm systems; locked files; guards; or other devices reasonably expected to prevent loss or unauthorized removal of manually held data; such as passwords, access logs, badges, or other methods reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data; such as limited terminal access; limited access to input documents and output documents; and design provisions to limit use of client or applicant names.

Each party agrees that it will inform each of its employees having any involvement with personal data or other confidential information, whether with regard to design, development, operation, or

maintenance of the laws and regulations relating to confidentiality.

In the event of Broker's failure to conform to requirements set forth above, EOHHS may terminate this Agreement under the provisions of Section 2.19 (Termination of the Contract).

Return of Confidential Data

Broker agrees to return all personal data furnished pursuant to this Agreement promptly at the request of the State in whatever form is maintained by Broker. Upon the termination or completion of the Agreement, Broker will not use any such data or any material derived from the data for any purpose not permitted by law and where so instructed by the State will destroy such data or material if permitted by law.

State Assurance of Confidentiality

The State agrees to ensure Federal and State laws of confidentiality are maintained to protect recipient and provider information.

Publicizing Safeguarding Requirements

Broker agrees to publicize provisions governing the confidential nature of information about applicants and recipients, including the legal sanctions imposed for improper disclosure and use. Broker shall include these provisions to applicants and recipients and to other persons and agencies to whom information is disclosed.

Types of Information to Be Safeguarded

Broker agrees to maintain the confidentiality of recipient information regarding at least the following:

- Names, addresses, and social security numbers
- Physical and behavioral health services utilized
- Social and economic conditions or circumstances
- EOHHS evaluations of personal information and,
- Any information received in connection with the identification of legally liable third-party resources

The State agrees to maintain the confidentiality of recipient information regarding at least the following:

- Any information received for verifying income eligibility and amount of Medicaid payments
- Income information received from the Social Security Administration or the Internal Revenue Service must be safeguarded according to the requirements of the agency that furnished the data

Confidentiality and Protection of Public Health Information and Related Data

The Broker shall be required to execute a Business Associate Agreement Data Use Agreement, and any like agreement, that may be necessary from time to time, and when appropriate. The Business Associate Agreement, among other requirements, shall require the successful Broker to comply with 45 CFR 164.502(e), 164.504(e), 164.410, governing Protected Health Information ("PHI") and Business Associates under the Health Insurance Portability and

Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated there under, and as amended from time to time the Health Information Technology for Economic and Clinical Health Act (HITECH) and its implementing regulations there under, and as amended from time to time, the Rhode Island Confidentiality of Health Care Information Act, RI general Laws Section 5-37.3 et seq.

Notwithstanding anything to the contrary or any provision that may be more restrictive within this Agreement, all requirements and provisions of HITECH, and 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.

The Broker shall be required to ensure, in writing that any agent including a sub broker, to whom it provides Protected Health Information received from, or created or received by and/or through this Agreement, agrees to have the same restrictions and conditions that apply through the above described Agreements with respect to such information.

TERMINATION OF THE CONTRACT

This Agreement between the parties may be terminated only on the following basis:

- By mutual written agreement of the State and Broker
- By the State, or by the Broker, in whole or in part, whenever one party determines that the other party has failed to satisfactorily perform its contracted material duties and responsibilities and is unable to cure such failure within a reasonable period of time after receipt of a notice specifying that material breach.
- By the State, or Broker, in whole or in part, whenever funding from State, Federal, or other sources is withdrawn, reduced, or limited, with at least sixty (60) days prior written notice.
- By the State, in whole or in part, whenever the State reasonably determines, based on adequate documentation, that the instability of Broker's financial condition threatens delivery of covered services and continued performance of Broker responsibilities.
- Upon a finding of just cause, if the State shall determine that such termination is in the best interest of the State, with sufficient prior notice to Broker.

Termination for Default

The State or Broker may terminate this Agreement, in whole or in part, whenever either reasonably determines that the other party has failed to satisfactorily perform its contracted duties and responsibilities and is unable to cure such failure within a reasonable period of time as specified in writing by the State or Broker, as applicable. Such termination shall be referred to herein as "Termination for Default."

Upon reasonable determination by the State or Broker that the other party (the "Defaulting Party") has failed to satisfactorily perform its contracted duties and responsibilities, the Defaulting Party shall be notified in writing, by either certified or registered mail, of the failure. If the

Defaulting Party is unable to cure the failure within sixty (60) days following the receipt of notice of default, unless a different time period is agreed to by the parties in writing, the State or Broker, as applicable, will notify the Defaulting Party that this Agreement, in whole or in part, has been terminated for default.

If, after notice of Termination for Default, it is determined by the State or Broker, as applicable, or by a court of law of competent jurisdiction that the Defaulting Party was not in default or that the Defaulting Party's failure to perform or make progress in performance was due to causes beyond the control of, and without error or negligence on the part of, the Defaulting Party, the termination shall be deemed to be governed by Section 3.05.09 (Force Majeure) of this Agreement.

In the event of termination for default by the State, in full or in part as provided under this clause, the State may cover, upon such terms and in such manner as is deemed appropriate by the State, supplies or services similar to those terminated, and Broker shall be liable for any costs for such similar supplies or services and all other damages allowed by law. In addition, Broker shall be liable to the State for administrative costs incurred to procure such similar supplies or services as are needed to continue operations. Payment for such costs may be assessed against Broker's performance bond or substitute security.

In the event of a termination for default by the State, Broker shall be paid for any outstanding monies due less any assessed damages. If damages exceed monies due from invoices, collection can be made from Broker's performance bond, cash deposit, letter of credit, or substitute security.

The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

In the event of Termination for Default by Broker, in whole or in part as provided under this clause, Broker immediately may close to new enrollment that has been initiated but not yet completed as of the date specified in the notice of termination), without reduction of the premium rate for the then-current recipients as provided in ATTACHMENT A. Broker shall be paid for any capitation or other monies due through the date specified in the notice of termination, including risk sharing payment, within 90 days of termination. The rights and remedies of Broker provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Any fraudulent activities may result in criminal prosecution.

Termination for Unavailability of Funds

In the event funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to the anticipated contract expiration date, the State may terminate this Agreement upon at least thirty (30) days prior written notice.

In the event that the State elects to terminate this Agreement pursuant to this provision, Broker shall be notified in writing by either certified or registered mail either thirty (30) days or such other reasonable period of time prior to the effective date, of the basis and extent of termination. Termination shall be effective as of the close of business on the date specified in the notice.

Upon receipt of notice of termination for unavailability of funds, Broker shall be paid for any outstanding monies due.

Termination for Financial Instability

In the event that the State reasonably determines, based on adequate documentation, that Broker becomes financially unstable to the point of threatening the ability of the State to obtain the services provided for under this Agreement, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, or suffers or permits the appointment of a receiver for its business or its assets, the State may, at its option, immediately terminate this Agreement effective the close of business on the date specified. In the event the State elects to terminate this Agreement under this provision, Broker shall be notified in writing by either certified or registered mail specifying the date of termination. In the event of the filing of a petition in bankruptcy by or against a principal sub broker, Broker shall immediately advise the Contract Administrator. Broker shall ensure that all tasks related to the subcontract are performed in accordance with the terms of this Agreement.

Termination for Convenience

Upon written notice sent via certified mail to the EOHHS Officer, the Broker may terminate this Agreement with the EOHHS without cause by providing EOHHS with one hundred and twenty (120) days prior written notice of termination. The Broker shall have a transition period of not less than four (4) nor more than six (6) months to transition services, during which time the term and conditions of this Agreement shall continue to apply, and the Broker shall provide Covered Services to, and shall be paid pursuant to the Capitation Rates set forth herein for each Recipient, up to and including the date of transition of such Recipient.

Procedures on Termination

Upon delivery by certified or registered mail to Broker of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective or upon expiration of this Agreement, Broker shall:

- Stop work under this Agreement on the date and to the extent specified in the Notice of Termination or upon expiration of this Agreement.
- With the approval of the State, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts or from such expiration, the cost of which would be reimbursable in whole or in part, in accordance with the provision of this Agreement.
- If applicable, complete the performance of such part of the work as has not been terminated by any Notice of Termination.
- Provide all reasonably necessary assistance to the State in transitioning recipients out of the transportation service generally, upon expiration of the Agreement, or to the extent specified in the Notice of Termination.
- Provide to the State on a monthly basis, until the earlier of six (6) months from the termination or expiration or instructed otherwise, a monthly claims aging report by provider. Such reports will be due on the fifteenth (15th) working day of each month for the prior month.

Refunds of Advance Payments

Broker shall return within thirty (30) days of receipt any funds advanced for coverage of

recipients for periods after the date of termination or expiration.

Notification of recipients

In the event that this Agreement is terminated for any reasons outlined in above, or in the event that this Agreement is not renewed for any reason, EOHHS in consultation with Broker regarding the content of any notice (such consultation to occur prior to the sending of any notice) shall be responsible for notifying all recipients covered under this Agreement of the date of termination and the process by which those recipients will continue to receive Covered Services.

Non-Compete Covenant

EOHHS may cancel this Agreement without penalty, if any person significantly involved in negotiating, securing, drafting, or creating this Agreement on behalf of the State is or becomes at any time, while this Agreement or any extension of this Agreement is in effect, an employee of any party to this Agreement in any capacity or a consultant to Broker or Sub broker with respect to the subject matter in this Agreement. Cancellation shall be effective when written notice from EOHHS is received by Broker unless the notice specifies a later time.

OTHER CONTRACT TERMS AND CONDITIONS

Environmental Protection

Broker shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the EPA List of Violating Facilities. Broker shall report violations to the applicable grantor Federal agency and the U.S. EPA Assistant Administrator for Enforcement.

Ownership of Data and Reports

Data, information, and reports collected or prepared directly for the State by Broker in the course of performing its duties and obligations under this Agreement shall be deemed to be owned by the State of Rhode Island. This provision is made in consideration of Broker's use of public funds in collecting or preparing such data, information, and reports. Nothing contained herein shall be deemed to grant to the State ownership or other rights in Broker's proprietary information systems or technology used in conjunction with this Agreement.

Publicity

Any publicity given to the program or services provided herein, including, but not limited to, notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Broker, shall identify the State of Rhode Island as the sponsor and shall not be released without prior written approval from the State.

Award of Related Contracts

The State may undertake other contracts for work related to this Agreement or any portion thereof. Examples of other such contracts include, but are not limited to, contracts with other Transportation Brokers to provide transportation services and contracts with management firms to assist in the administration of this Agreement. Broker shall be bound to cooperate fully with such other Brokers as directed by the State in all such cases. All sub brokers will be required to abide by this provision as a condition of the contract between the sub broker and the

prime Broker.

Conflict of Interest

No official or employee of the State of Rhode Island or the Federal government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall, prior to the completion of the project, voluntarily acquire any personal interest,

direct or indirect, in the contract or proposed contract. All State employees shall be subject to the provisions of Chapter 36-14 of the General Laws of Rhode Island.

Broker represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Broker further covenants that, in the performance of the contract, no person having any such known interests shall be employed.

Reporting of Political Contributions

In accordance with Rhode Island Executive Order 91-31, any Broker who obtains a State contract or purchase order for goods or services, and whose charges to the State exceed two thousand five hundred dollars (\$2,500.00) in any State fiscal year, is required to file a form declaring the broker's political contributions in excess of two hundred dollars (\$200.00) to candidates for State offices or the General Assembly. Upon payment to a Broker being made in excess of two thousand five hundred dollars (\$2,500.00) year-to-date, Broker will receive a form prepared by the Secretary of State upon which to make such declaration. Broker shall update such form as future political contributions subject to this reporting requirement are made. Failure to complete or update said form accurately, completely, and in conformance with its terms, or to file it with the Secretary of State within sixty (60) days of receipt, will amount to a violation of these terms and conditions and may render Broker ineligible for further State contracts. Additional disclosure forms, as may be required, may be obtained from the office of the Secretary of State.

Environmental Tobacco Smoke

Broker shall comply with Public Law 103-227, Part C—Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994.

Titles Not Controlling

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer a contractual construction of language.

Other Contracts

Nothing contained in this Agreement shall be construed to prevent Broker from operating other comprehensive transportation services to persons other than those covered hereunder; provided, however, that Broker shall provide EOHHS with a complete list of such services, including rates, upon request. Nothing in this Agreement shall be construed to prevent EOHHS from contracting with other comprehensive transportation brokers in the same service area. EOHHS shall not disclose any proprietary information pursuant to this information except as required by law.

Counterparts

This Agreement may be executed simultaneously in two or more counterparts each of which will be deemed an original and all of which together will constitute one and the same instrument.

Administrative Procedures Not Covered

Administrative procedures not provided for in this Agreement will be set forth where necessary in separate memoranda from time to time in accordance with this agreement.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed under Seal by their duly authorized officers or representatives as of the day and year stated below:

**STATE OF RHODE ISLAND
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES:**

BY: Eric J. Beane
(Signature)
Secretary
(Official Title)
9/24/18
(Date)

BY: Alana Nacci
(Signature)
CEO
(Official Title)
9/7/2018
(Date)

ADDENDUM I

FISCAL ASSURANCES

1. THE BROKER AGREES TO SEGREGATE ALL RECEIPTS AND DISBURSEMENTS PERTAINING TO THIS AGREEMENT FROM RECEIPTS AND DISBURSEMENTS FROM ALL OTHER SOURCES, WHETHER BY SEPARATE ACCOUNTS OR BY UTILIZING A FISCAL CODE SYSTEM.

2. THE BROKER ASSURES A SYSTEM OF ADEQUATE INTERNAL CONTROL WILL BE IMPLEMENTED TO ENSURE A SEPARATION OF DUTIES IN ALL CASH TRANSACTIONS.

3. THE BROKER ASSURES THE EXISTENCE OF AN AUDIT TRAIL WHICH INCLUDES: CANCELLED CHECKS, VOUCHER AUTHORIZATION, INVOICES, RECEIVING REPORTS, AND TIME DISTRIBUTION REPORTS.

4. THE BROKER ASSURES A SEPARATE SUBSIDIARY LEDGER OF EQUIPMENT AND PROPERTY WILL BE MAINTAINED.

5. THE BROKER AGREES ANY UNEXPENDED FUNDS FROM THIS AGREEMENT ARE TO BE RETURNED TO THE DEPARTMENT AT THE END OF THE TIME OF PERFORMANCE UNLESS THE DEPARTMENT GIVES WRITTEN CONSENT FOR THEIR RETENTION.

6. THE BROKER ASSURES INSURANCE COVERAGE IS IN EFFECT IN THE FOLLOWING CATEGORIES: BONDING, VEHICLES, FIRE AND THEFT, LIABILITY AND WORKER'S COMPENSATION.

7. THE FOLLOWING FEDERAL REQUIREMENTS SHALL APPLY AS INDICATED:
 - OMB CIRCULAR A-21 COST PRINCIPLES FOR EDUCATIONAL INSTITUTIONS

 - OMB CIRCULAR A-87 COST PRINCIPLES APPLICABLE TO GRANTS AND CONTRACTS WITH STATE AND LOCAL GOVERNMENTS

 - OMB CIRCULAR A-102 UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS-TO-AID TO STATE AND LOCAL GOVERNMENTS

 - X OMB CIRCULAR A-110 UNIFORM ADMINISTRATIVE

REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH
INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER
NONPROFIT ORGANIZATIONS

X OMB CIRCULAR A-122 COST PRINCIPLES FOR NONPROFIT
ORGANIZATIONS

8. IF THE BROKER EXPENDS FEDERAL AWARDS DURING THE PROVIDER'S PARTICULAR FISCAL YEAR OF \$500,000 OR MORE, THEN OMB CIRCULAR A-133, AUDITS OF STATES, LOCAL GOVERNMENTS AND NON-PROFIT ORGANIZATIONS SHALL ALSO APPLY.

9. THIS AGREEMENT MAY BE FUNDED IN WHOLE OR IN PART WITH FEDERAL FUNDS. IF SO, THE CFDA REFERENCE NUMBER IS 93.778.

ADDENDUM II**NOTICE TO EOHHS BROKERS 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 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 HERINAFTER AS TITLE VI. EOHHS CONTRACTS WITH SERVICE PROVIDERS INCLUDE A BROKER'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 SERVICE BROKER TO ASSURE THAT THEY ARE COMPLYING WITH THESE REQUIREMENTS. FURTHER, EOHHS RESERVES ITS RIGHT TO AT ANY TIME REQUIRE FROM SERVICE PROVIDER'S BROKERS, SUB-BROKERS AND BROKERS THAT THEY ARE ALSO COMPLYING WITH TITLE VI.

THE BROKER 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 SUBMITTED TO RHODE ISLAND EOHHS UPON REQUEST.

THE BROKER'S WRITTEN COMPLIANCE PLAN MUST ADDRESS THE FOLLOWING REQUIREMENTS:

- x WRITTEN POLICIES, PROCEDURES AND STANDARDS OF CONDUCT THAT ARTICULATE THE ORGANIZATION'S COMMITMENT TO COMPLY WITH ALL TITLE VI STANDARDS.

- x DESIGNATION OF A COMPLIANCE OFFICER WHO IS ACCOUNTABLE TO THE SERVICE PROVIDER'S SENIOR MANAGEMENT.

- x EFFECTIVE TRAINING AND EDUCATION FOR THE COMPLIANCE OFFICER AND THE ORGANIZATION'S EMPLOYEES.

- x ENFORCEMENT OF STANDARDS THROUGH WELL-PUBLICIZED GUIDELINES.

- x PROVISION FOR INTERNAL MONITORING AND AUDITING.
- x WRITTEN COMPLAINT PROCEDURES
- x PROVISION FOR PROMPT RESPONSE TO ALL COMPLAINTS, DETECTED OFFENSES OR LAPSES, AND FOR DEVELOPMENT AND IMPLEMENTATION OF CORRECTIVE ACTION INITIATIVES.
- x PROVISION THAT ALL BROKERS, SUB-BROKERS AND BROKERS OF THE SERVICE PROVIDER EXECUTE ASSURANCES THAT SAID BROKERS, SUB-BROKERS AND BROKERS ARE IN COMPLAINE WITH TITLE VI.

THE BROKER MUST ENTER INTO AN AGREEMENT WITH EACH BROKER, SUB-BROKER OR BROKER 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 BROKER MUST SUBMIT, WITHIN THIRTY-FIVE (35) DAYS OF THE DATE OF A REQUEST BY DHHS OR EOHHS, FULL AND COMPLETE INFORMATION ON TITLE VI COMPLAINE BY THE BROKER AND/OR ANY BROKER, SUB-BROKER OR BROKER OF THE SERVICE PROVIDER.

IT IS THE RESPONSIBILITY OF EACH BROKER TO ACQUAINT ITSELF WITH ALL OF THE PROVISIONS OF THE TITLE VI REGULATIONS. A COPY OF THE REGULATIONS IS AVAILABLE UPON REQUEST FROM THE COMMUNITY RELATIONS LIAISON OFFICER, **RI EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES/DEPARTMENT OF HUMAN SERVICES, 57 HOWARD AVENUE, CRANSTON, RI 02920; TELEPHONE NUMBER: (401) 462-2130.**

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 APPLICATIONS
- 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 III

NOTICE TO EOHHS' BROKERS 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 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 HERINAFTER 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 BROKER 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 BROKER'S WRITTEN COMPLIANCE PLAN AND ALL RELEVANT POLICIES, PROCEDURES, WORKFLOWS AND RELEVANT CHART OF RESPONSIBLE PERSONNEL MUST BE SUBMITTED TO RHODE ISLAND EOHHS UPON REQUEST.

- x THE CONTRACTOR'S WRITTEN COMPLIANCE PLAN MUST ADDRESS THE FOLLOWING REQUIREMENTS:
- x WRITTEN POLICIES, PROCEDURES AND STANDARDS OF CONDUCT THAT ARTICULATE THE ORGANIZATION'S COMMITMENT TO COMPLY WITH ALL SECTION 504 STANDARDS.
- x DESIGNATION OF A COMPLIANCE OFFICER WHO IS ACCOUNTABLE TO THE BROKER'S SENIOR MANAGEMENT.
- x EFFECTIVE TRAINING AND EDUCATION FOR THE COMPLIANCE OFFICER AND THE ORGANIZATION'S EMPLOYEES.
- x ENFORCEMENT OF STANDARDS THROUGH WELL-PUBLICIZED GUIDELINES.
- x PROVISION FOR INTERNAL MONITORING AND AUDITING.
- x WRITTEN COMPLAINT PROCEDURES
- x PROVISION FOR PROMPT RESPONSE TO ALL COMPLAINTS, DETECTED OFFENSES OR LAPSES, AND FOR DEVELOPMENT AND IMPLEMENTATION OF

CORRECTIVE ACTION INITIATIVES.

- x PROVISION THAT ALL BROKERS, SUB-BROKERS AND BROKERS OF THE SERVICE PROVIDER EXECUTE ASSURANCES THAT SAID BROKERS, SUB-BROKERS AND BROKERS ARE IN COMPLAINE WITH SECTION 504.

THE BROKER MUST ENTER INTO AN AGREEMENT WITH EACH BROKER, SUB-BROKER OR BROKER UNDER WHICH THERE IS THE PROVISION TO FURNISH TO THE BROKER, DHHS, DHS OR TO EOHHS ON REQUEST FULL AND COMPLETE INFORMATION RELATED TO SECTION 504 COMPLIANCE.

THE SERVICE PROVIDER MUST SUBMIT, WITHIN THIRTY-FIVE (35) DAYS OF THE DATE OF A REQUEST BY DHHS, EOHHS OR DHS, FULL AND COMPLETE INFORMATION ON SECTION 504 COMPLAINE BY THE SERVICE PROVIDER AND/OR ANY BROKER, SUB-BROKER OR BROKER OF THE SERVICE PROVIDER.

IT IS THE RESPONSIBILITY OF EACH SERVICE PROVIDER TO ACQUAINT ITSELF WITH ALL OF THE PROVISIONS OF THE SECTION 504 REGULATIONS. A COPY OF THE REGULATIONS, TOGETHER WITH AN AUGUST 14, 1978 POLICY INTERPRETATION OF GENERAL INTEREST TO PROVIDERS OF HEALTH, WELFARE, OR OTHER SOCIAL SERVICES OR BENEFITS, IS AVAILABLE UPON REQUEST FROM THE COMMUNITY RELATIONS LIAISON OFFICER, **RI EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES**, 57 HOWARD AVENUE, CRANSTON, RI 02920; TELEPHONE NUMBER (401) 462-2130.

BROKERS 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	APPLICATIONS
84.3	DEFINITIONS
84.4	DISCRIMINATION P R O H I B I T E D
84.5	ASSURANCE REQUIRED
84.6	REMEDIAL ACTION, VOLUNTARY ACTION, AND SELF-EVALUATION
84.7	DESIGNATION OF RESPONSIBLE EMPLOYEE AND ADOPTIVE 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 - PROGRAM 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

ADDENDUM IV**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 BEHAVIOR, REGARDLESS OF WHETHER THE EMPLOYEES 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 DEPARTMENT PERSONNEL OFFICER HAS MORE INFORMATION ON RIEAP.
7. THE LAW REQUIRES ALL EMPLOYEES TO ABIDE BY THIS POLICY.

EMPLOYEE RETAIN THIS COPY

ADDENDUM V**DRUG-FREE WORKPLACE POLICY PROVIDER CERTIFICATE OF COMPLIANCE**

I, Alaina Macia, **CHIEF EXECUTIVE OFFICER, TRANSPORTATION BROKER** Medical Transportation Management, Inc., A PROVIDER 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 DEFINED IN ADDENDUM IV (TO INCLUDE BUT NOT LIMITED TO SUCH DRUGS AS MARIJUANA, HEROIN, COCAINE, PCP, AND CRACK, AND SUCH DRUGS AS IDENTIFIED IN ADDENDUM IV 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:

Alaina Macia

TITLE:

CEO

DATE:

9/7/2018

ADDENDUM VI

SUB BROKER COMPLIANCE

I, N/A, **CHIEF EXECUTIVE OFFICER, TRANSPORTATION
BROKER** N/A, A PROVIDER DOING BUSINESS WITH THE STATE OF RHODE ISLAND, HEREBY CERTIFY THAT ALL APPROVED SUB BROKERS PERFORMING SERVICES UNDER THE TERMS OF THIS AGREEMENT WILL HAVE EXECUTED WRITTEN CONTRACTS WITH THIS AGENCY, AND ALL CONTRACTS WILL BE MAINTAINED ON FILE AND PRODUCED UPON REQUEST. ALL CONTRACTS MUST CONTAIN LANGUAGE IDENTICAL TO THE PROVISIONS OF THIS AGREEMENT AS FOLLOWS:

SECTION 3.05.07 HOLD HARMLESS

SECTION 3.05.08 INSURANCE REQUIREMENT

SECTION 3.06.01 EMPLOYMENT PRACTICES

ADDENDUM II NOTICE TO RI'S EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES'/RHODE ISLAND DEPARTMENT OF HUMAN SERVICES NOTICE TO DEPARTMENT OF HUMAN SERVICES SERVICE PROVIDERS OF THEIR RESPONSIBILITY UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

ADDENDUM III NOTICE TO RI'S EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES' /RHODE ISLAND DEPARTMENT OF HUMAN SERVICES NOTICE OF THE DEPARTMENT OF HUMAN SERVICES SERVICE PROVIDERS OF THEIR RESPONSIBILITY UNDER SECTION USC 504 OF THE REHABILITATION ACT OF 1973

Glennia Naccini
AUTHORIZED AGENT/PROVIDER SIGNATURE

9/7/2018
DATE

ADDENDUM VII**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

PUBLIC LAW 103-227, PART C - ENVIRONMENTAL TOBACCO SMOKE, 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. FAILURE TO COMPLY WITH THE PROVISIONS OF THE LAW MAY RESULT IN THE IMPOSITION OF A CIVIL MONETARY PENALTY OF UP TO \$1000 PER DAY AND/OR THE IMPOSITION OF AN ADMINISTRATIVE COMPLIANCE ORDER ON THE RESPONSIBLE ENTITY.

BY SIGNING AND SUBMITTING THIS APPLICATION THE APPLICANT/GRANTEE CERTIFIES THAT IT WILL COMPLY WITH THE REQUIREMENTS OF THE **ACT**. THE APPLICANT/GRANTEE FURTHER AGREES THAT IT WILL REQUIRE THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN ANY SUBAWARDS WHICH CONTAIN PROVISIONS FOR CHILDREN'S SERVICES AND THAT ALL SUBGRANTEES SHALL CERTIFY ACCORDINGLY.

Alanna Nacin'
AUTHORIZED AGENT/PROVIDER SIGNATURE

9/7/2018
DATE

ADDENDUM VIII**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

BY SIGNING AND SUBMITTING THIS CONTRACT, THE PROSPECTIVE PRIMARY PARTICIPANT IS PROVIDING THE CERTIFICATION SET OUT BELOW.

THE INABILITY OF A PERSON TO PROVIDE THE CERTIFICATION REQUIRED BELOW WILL NOT NECESSARILY RESULT IN DENIAL OF PARTICIPATION IN THIS COVERED TRANSACTION. IF NECESSARY, THE PROSPECTIVE PARTICIPANT SHALL SUBMIT AN EXPLANATION OF WHY IT CANNOT PROVIDE THE CERTIFICATION. THE CERTIFICATION OR EXPLANATION WILL BE CONSIDERED IN CONNECTION WITH THE DEPARTMENT'S DETERMINATION WHETHER TO ENTER INTO THIS TRANSACTION. HOWEVER, FAILURE OF THE PROSPECTIVE PRIMARY PARTICIPANT TO FURNISH A CERTIFICATION OR EXPLANATION SHALL DISQUALIFY SUCH PERSON FROM PARTICIPATION IN THIS TRANSACTION.

THE CERTIFICATION IN THIS ADDENDUM IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THE DEPARTMENT DETERMINED THAT THE PROSPECTIVE PRIMARY PARTICIPANT KNOWINGLY RENDERED AN ERRONEOUS CERTIFICATION, IN ADDITION TO OTHER REMEDIES AVAILABLE TO THE DEPARTMENT. THE DEPARTMENT MAY TERMINATE THIS TRANSACTION FOR CAUSE OR DEFAULT.

THE PROSPECTIVE PRIMARY PARTICIPANT SHALL PROVIDE IMMEDIATE WRITTEN NOTICE TO THE DEPARTMENT IF AT ANY TIME THE PROSPECTIVE PRIMARY PARTICIPANT LEARNS THAT ITS CERTIFICATION WAS ERRONEOUS WHEN SUBMITTED OR HAS BECOME ERRONEOUS BY REASON OF CHANGED CIRCUMSTANCES.

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: 45 CFR PART 76.

THE PROSPECTIVE PRIMARY PARTICIPANT AGREES BY SUBMITTING THIS CONTRACT 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.

THE PROSPECTIVE PRIMARY PARTICIPANT FURTHER AGREES BY SUBMITTING THIS CONTRACT 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.

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 NONPROCUREMENT LIST (OF EXCLUDED PARTIES).

NOTHING CONTAINED IN THE FOREGOING SHALL BE CONSTRUED TO REQUIRE ESTABLISHMENT OF A SYSTEM OF RECORDS IN ORDER TO RENDER IN GOOD FAITH THE CERTIFICATION REQUIRED BY THIS CLAUSE. THE KNOWLEDGE AND INFORMATION OF A PARTICIPANT IS NOT REQUIRED TO EXCEED THAT WHICH IS NORMALLY POSSESSED BY A PRUDENT PERSON IN THE ORDINARY COURSE OF BUSINESS DEALINGS.

EXCEPT FOR TRANSACTIONS AUTHORIZED UNDER PARAGRAPH 6 OF THESE INSTRUCTIONS, IF A PARTICIPANT IN A COVERED TRANSACTION KNOWINGLY ENTERS INTO A LOWER TIER COVERED TRANSACTION WITH A PERSON WHO IS SUSPENDED, DEBARRED, INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THIS TRANSACTION, IN ADDITION TO OTHER REMEDIES AVAILABLE TO THE FEDERAL GOVERNMENT, THE DEPARTMENT MAY TERMINATE THIS TRANSACTION FOR CAUSE OF DEFAULT.

ADDENDUM IX

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

THE BROKER, AS THE PRIMARY PARTICIPANT, CERTIFIES TO THE BEST OF THE BROKER'S KNOWLEDGE AND BELIEF, THAT THE BROKER 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 CONTRACT 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 STATUES OR COMMISSION OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OR RECEIVING STOLEN PROPERTY;
3. ARE NOT PRESENTLY INDICTED OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENTAL ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF ANY OF THE OFFENSES ENUMERATED IN PARAGRAPH (1) AND (2) OF THIS ADDENDUM; AND
4. HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS CONTRACT 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 STATEMENTS IN THIS CERTIFICATION, SUCH PROSPECTIVE PRIMARY PARTICIPANT SHALL ATTACH AN EXPLANATION TO THIS CONTRACT.

Alania Nacia
AUTHORIZED AGENT/PROVIDERSIGNATURE

9/7/2018
DATE

ADDENDUM X CERTIFICATION

REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

THE UNDERSIGNED CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT:

1. NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF AN AGENCY, A RECIPIENT OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A RECIPIENT OF CONGRESS IN CONNECTION WITH THE AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN OR COOPERATIVE AGREEMENT.
2. IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A RECIPIENT OF CONGRESS, AN OFFICER OF EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A RECIPIENT OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, A DISCLOSURE FORM TO REPORT LOBBYING IN ACCORDANCE WITH ITS INSTRUCTIONS.
3. THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUBAWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUBGRANTS, AND CONTRACTS UNDER GRANTS, LOANS AND COOPERATIVE AGREEMENTS) AND THAT ALL SUBRECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, UNITED STATES CODE; AND THE FINAL IMPLEMENTING REGULATIONS PUBLISHED IN THE

FEDERAL REGISTER, FEBRUARY 26, 1990, VOLUME 55, NO. 38, PAGES 6735-6756, ENTITLED NEW RESTRICTIONS ON LOBBYING; INTERIM FINAL RULE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH

SUCH FAILURE.

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 BROKER SHALL COMPLETE AND SUBMIT A "DISCLOSURE OF LOBBYING ACTIVITIES" FORM.

THE BROKER 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 BROKER 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.

FINAL RULE REQUIREMENTS CAN BE FOUND AT:

<http://www.socialsecurity.gov/oag/grants/20cfr438.pdf>
https://www.socialsecurity.gov/OP_Home/cfr20/435/435-ap01.htm

SIGNATURE: *Alania Nacia'*
TITLE: *CEO*
DATE: *9/7/2018*

ADDENDUM XI

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS AND SUBAWARDS FUNDED IN WHOLE OR IN PART BY THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009, PUB. L. NO. 111-5

1. Definitions

- a. "ARRA" or "Recovery Act" means the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, 123 Stat.115.
- b. "ARRA Funds" means any funds that are expended or obligated from appropriations made under ARRA.
- c. "ARRA Requirements" means these Supplemental Terms and Conditions, as well as any terms and conditions required by: ARRA; federal law, regulation, policy or guidance; the federal Office of Management and Budget (OMB); the awarding federal agency; or, the Rhode Island Office of Economic Recovery and Reinvestment (OERR).
- d. "Contract" means the contract to which these Supplemental Terms and Conditions are attached, and includes an agreement made pursuant to a grant or loan sub award to a Sub-Recipient.
- e. "Broker" means the party or parties to the Contract other than the Prime Recipient and includes a sub grantee or a borrower. For the purposes of ARRA reporting, Broker is either a Sub-Recipient or a Recipient Broker under this Contract.
- f. "Prime Recipient" means a non-Federal entity that expends Federal awards received directly from a Federal awarding agency to carry out a Federal program.
- g. "Recipient Broker" means a Broker that receives ARRA Funds from a Prime Recipient.
- h. "Sub broker" means any entity engaged by Broker to provide goods or perform services in connection with this contract.
- i. "Sub-Recipient Broker" means a Broker that receives ARRA Funds from a Sub-Recipient.
- j. "Sub-Recipient" means a non-Federal entity receiving ARRA Funds through a Prime Recipient to carry out an ARRA funded program or project, but does not include an individual that is a beneficiary of such a program. The term "Sub-Recipient" is intended to be consistent with the definition in OMB Circular A-133 and section 2.2 of the June 22, 2009 OMB Reporting Guidance.¹ A Sub-Recipient is sometimes referred to as a sub grantee.
- k. "Supplemental Terms and Conditions" means these Supplemental Terms and Conditions for Contracts and Sub Awards Funded in Whole or in Part by The American Reinvestment Recovery Act of 2009, Pub. L. No. 111-5, as may be subsequently revised pursuant to ongoing guidance from the relevant federal or State authorities.
- l. "Broker" means a dealer, distributor, merchant, or other seller providing goods or services that are required for the project or program funded by ARRA. The term "Broker" is intended to be consistent with the definition in OMB Circular A-133 and section 2.2 of the June 22, 2009 OMB Reporting Guidance. Implementing Guidance for the Reports on Use of Funds Pursuant to the American Recovery and Reinvestment Act of 2009, M-09-21 (June 22, 2009), available

at http://www.whitehouse.gov/omb/assets/memoranda_fy2009/m09-21.pdf.

2. General

- a. To the extent this Contract involves the use of ARRA Funds, Broker shall comply with both the ARRA Requirements and these Supplemental Terms and Conditions, except where such compliance is exempted or prohibited by law.
- b. The Broker acknowledges these Supplemental Terms and Conditions may require changes due to future revisions of or additions to the ARRA requirements, and agrees that any revisions of or additions to the ARRA requirements shall automatically become a part of the Supplemental Terms and Conditions without the necessity of either party executing or issuing any further instrument and shall become a part of Broker's obligations under the Contract. The State of Rhode Island may provide written notification to Broker of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. Conflicting Terms

Broker agrees that, to the extent that any term or condition herein conflicts with one or more ARRA Requirements, the ARRA Requirements shall control.

4. Enforceability

Broker agrees that if it or one of its sub brokers or sub-recipients fails to comply with all applicable federal and State requirements governing the use of ARRA funds, including any one of the terms and conditions specified herein, the State may withhold or suspend, in whole or in part, funds awarded under the program, recover misspent funds, or both. This provision is in addition to all other civil and criminal remedies available to the State under applicable state and federal laws and regulations.

5. Applicability to Subcontracts and Sub awards

Broker agrees that it shall include the Supplemental Terms and Conditions set forth herein, including this provision, in all subcontracts or sub awards made in connection with projects funded in whole or in part by ARRA, and also agrees that it will not include provisions in any such subcontracts or sub awards that conflict with either ARRA or the terms and conditions herein.

6. Availability of Funding

Broker understands that federal funds made available by ARRA are temporary in nature and agrees that the State is under no obligation to provide additional State financed appropriations once the temporary federal funds are expended.

7. Inspection and Audit of Records

Broker agrees that it shall permit the State and its representatives, the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 or his representative to:

- i. Examine, inspect, copy, review or audit any records relevant to, and/or involve transactions relating to, this agreement, including documents and electronically stored information in its or any of its sub brokers' or sub recipients' possession, custody or control unless

subject to a valid claim of privilege or otherwise legally protected from disclosure; and

- ii. Interview any officer or employee of the Broker regarding the activities and programs funded by ARRA.

8. Registration Requirements

- a. **DUNS Number Registration.** Broker agrees: (i) if it does not have a Dun and Bradstreet Data Universal Numbering System (DUNS) Number, to register for a DUNS Number within 10 business days of receiving this Contract; (ii) to provide the State with its DUNS number prior to accepting funds under this agreement; and (iii) to inform the State of any material changes concerning its DUNS number.
- b. **Central Broker Registration.** To the extent that Broker is a Sub-Recipient, it agrees: (i) to maintain a current registration in the Central Broker Registration (CCR) at all times this agreement is in force, (ii) to provide the State with documentation sufficient to demonstrate that it has a current CCR registration, and (iii) to inform the State of any material changes concerning this registration.
- c. **FederalReporting.gov Registration.** To the extent that Broker is a Sub - Recipient, it agrees: (i) to register on FederalReporting.gov within 10 business days of receiving this sub award; (ii) to maintain a current registration on FederalReporting.gov at all times this agreement is in force; (iii) to provide the State with documentation sufficient to demonstrate that it has a current registration on FederalReporting.gov, and (iv) to inform the State of any material changes concerning this registration.

9. Reporting Requirements under § 1512 of ARRA

- a. Broker agrees to provide the State with data sufficient to fulfill the State's ARRA reporting requirements within the timeframes established by State or federal law, regulation or policy, including but not limited to section 1512 reporting requirements.
- b. To the extent that Broker is a Sub-Recipient with a Sub award having a total value of greater than \$25,000, it agrees to report directly to the Federal government the information described in section 1512(c) of ARRA using the reporting instructions and data elements available online at FederalReporting.gov and ensure that any information that is prefilled is corrected or updated as needed. Information from these reports will be made available to the public.
- c. To the extent that Broker is a Sub-Recipient with a Sub award having a total value of greater than \$25,000, it accepts delegation of reporting responsibility of FFATA data elements required under section 1512 of ARRA for payments from the State. Sub-Recipient shall utilize the federal government's online reporting solution at www.FederalReporting.gov. Reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by ARRA.
- d. To the extent that Broker is a Sub-Recipient with a Sub award having an initial total value of less than \$25,000, but is subsequently modified to exceed \$25,000, Broker agrees that subsections (b) and (c) above apply after the modification.

10. Buy American Requirements under § 1605 of ARRA

- a. Broker agrees that, in accordance with section 1605 of ARRA, it will not use ARRA funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. In addition to the foregoing Broker agrees to abide by all regulations issued pursuant to section 1605 of ARRA.
- b. Broker understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in section 1605 of ARRA and federal regulations issued pursuant thereto.

11. Wage Rate Requirements under § 1606 of ARRA

- a. Broker agrees that it will comply with the wage rate requirements contained in section 1606 of ARRA, which requires that, notwithstanding any other provision of law, all laborers and mechanics employed by brokers and sub brokers on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in Rhode Island is available at <http://www.gpo.gov/davisbacon/ri.html>.
- b. Broker agrees that it will comply with all federal regulations issued pursuant to section 1606 of ARRA, and that it will require any sub brokers or sub recipients to comply with the above provision.

12. Required Jobs Data Reporting under § 1512(c) (3) (D) of ARRA

- a. Broker agrees, in accordance with section 1512(c)(3)(D) of ARRA and section 5 of the June 22, 2009 OMB Reporting Guidance (entitled "Reporting on Jobs Creation Estimates and by Recipients"), to provide an estimate of the number of jobs created and the number of jobs retained by ARRA-funded projects and activities. In order to perform the calculation, the Broker will provide the data elements listed in sub-section (b) below.
- b. Broker agrees that, no later than two business days after the end of each calendar quarter, it will provide to the State the following data elements using a form specified by the State:
 - i. The total number of ARRA-funded hours worked on this award.
 - ii. The number of hours in a full-time schedule for a quarter.
 - iii. A narrative description of the employment impact of the ARRA funded work. This narrative is cumulative for each calendar quarter and at a minimum, shall address the impact on the Broker's workforce and the impact on the workforces of its sub brokers or sub-recipients.
- c. Broker agrees that, in the event that the federal government permits direct reporting of

section 1512(c)(3)(D) jobs data by sub-recipients or brokers, it will directly report jobs data to the federal government, consistent with any applicable federal law, regulations and guidance.

13. Segregation of Funds

- a. Broker agrees that it shall segregate obligations and expenditures of ARRA funds from other funding it receives from the State and other sources, including other Federal awards or grants.
- b. Broker agrees that no part of funds made available under ARRA may be commingled with any other funds or used for a purpose other than that of making payments in support of projects and activities expressly authorized by ARRA.

14. Disclosure pursuant to the False Claims Act

Broker agrees that it shall promptly refer to an appropriate Federal Inspector General any credible evidence that a principal, employee, agent, sub broker or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

15. Disclosure of Fraud, Waste and Mismanagement to State Authorities

Broker shall also refer promptly to the Rhode Island Department of Administration, Department of Purchases, any credible evidence that a principal, employee, agent, broker, sub grantee, sub broker, or other person has committed a criminal or civil violation of State or Federal laws and regulations in connection with funds appropriated under ARRA.

16. Prohibited Uses of ARRA Funds

- a. Broker agrees that neither it nor any sub brokers or sub-recipients will use the funds made available under this agreement for any casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools, or similar projects.
- b. Broker agrees that neither it nor any sub brokers or sub-recipients will use the funds made available under this agreement in a manner inconsistent with any certification made by the Governor or any other State official pursuant to the certification requirements of ARRA, which are published online at <http://www.recovery.ri.gov/certification/>.

17. Whistleblower Protection under §1553 of ARRA

- a. Broker agrees that it shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosures by the employee of information that he or she reasonably believes is evidence of (1) gross mismanagement of an agency contract or grant relating to covered funds; (2) a gross waste of covered funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds; (4) an abuse of authority related to the implementation or use of covered funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

- b. Broker agrees to post notice of the rights and remedies available to employees under section 1553 of ARRA.

18. ARRA Protections for Indians in Medicaid and CHIP

Under section 5006(d), all contracts with Medicaid and CHIP managed care entities, which include Medicaid and CHIP managed care organizations (MCOs) and PCCMs, must:

1. Permit any Indian who is enrolled in a non-Indian MCE and eligible to receive services from a participating Indian Tribe, Tribal Organization or Urban Indian Organization (I/T/U) provider, to choose to receive covered services from that I/T/U provider, and if that I/T/U provider participates in the network as a primary care provider, to choose that I/T/U as his or her primary care provider, as long as that provider has capacity to provide the services;
2. Require each managed care entity to demonstrate that there are sufficient I/T/U providers in the network to ensure timely access to services available under the contract for Indian recipients who are eligible to receive services from such providers;
3. Require that I/T/U providers, whether participating in the network or not, be paid for covered Medicaid or CHIP managed care services provided to Indian recipients who are eligible to receive services from such providers either: (1) at a rate negotiated between the managed care entity and the I/T/U provider, or (2) if there is no negotiated rate, at a rate not less than the level and amount of payment that would be made if the provider were not an I/T/U provider; and
4. Provide that the managed care entity must make prompt payment to all I/T/U providers in its network as required for payments to practitioners in individual or group practices under federal regulations at 42 CFR 447.45 and 42 CFR 447.46.

Please note that the State will strictly enforce compliance with all ARRA Requirements and these Supplemental Terms and Conditions. Accordingly, all Brokers should familiarize themselves with these Supplemental Terms and Conditions as well as all ARRA Requirements as they relate to this Contract.

ADDENDUM XII

BUSINESS ASSOCIATE AGREEMENT

Except as otherwise provided in this Business Associate Agreement Addendum, XII, (hereinafter referred to as "Business Associate"), may use, access or disclose Protected Health Information to perform functions, activities or services for or on behalf of the State of Rhode Island, Department of Human Services (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^{lvi}, 45 CFR, parts 162 and 45 CFR, parts 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. "Addendum" means this Business Associate Agreement Addendum.

- B. "Agreement" means the contractual Agreement by and between the State of Rhode Island, Department of Human Services and Business Associate, awarded pursuant to State of Rhode Island's Purchasing Law (Chapter 37-2 of the Rhode Island General Laws) and Rhode Island Department of Administration, Division of Purchases, Purchasing Rules, Regulations, and General Conditions of Purchasing.

- C. "Breach" means the acquisition, access, use or disclosure of Protected Health Information (PHI) in a manner not permitted under HIPAA (45 CFR Part 164^{XV}, Subpart E) which compromises the security or privacy of the Protected Health Information. For the purposes of the HITECH Act, a Breach shall not include:
 - i. Any unintentional acquisition, access or use of PHI by a workforce recipient or person acting under the authority of the Covered Entity or the Business Associate, if such acquisition, access or use was made in good faith and within the course and scope of authority and employment, and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Rule; or,
 - ii. Any inadvertent disclosure by a person who is authorized to access PHI at Covered Entity or Business Associate to another person authorized to access PHI

at Covered Entity or Business Associate, respectively, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule; or,

- iii. A disclosure of PHI where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

D. "Business Associate" means with respect to a Covered Entity, a person who:

- i. On behalf of such Covered Entity, but other than in the capacity of a recipient of the workforce of such Covered Entity performs or assists in the performance of:
 - a. a function or activity involving the use or disclosure of Personally Identifiable Health Information, including claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, and repricing; or,
 - b. any other function or activity regulated by the HIPAA Privacy or HIPAA Security Regulations;
- ii. Provides, other than in the capacity of a recipient of the workforce of such Covered Entity, legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation or financial services to or for such Covered Entity where the provision of the service involves the disclosure of Personally Identifiable Health Information from such Covered Entity to the person.

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

F. "Covered Entity" means a health plan, a health care clearinghouse or a health care provider who transmits any health information in electronic form in connection with a transaction covered by HIPAA Privacy and Security Regulations.

G. "Data Aggregation" means, with respect to PHI created or received by a Business Associate in its capacity as the Business Associate of a Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another Covered Entity, to permit data analyses that relate to the health care operations of the respective Covered Entities.

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

I. "Electronic Protected Health Information" or "Electronic PHI" means PHI that is

transmitted by or maintained in electronic media as defined in the HIPA Security Regulations.

- J. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- K. "HIPAA Privacy Rule" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the privacy of Protected Health Information including, but not limited to, 45 CFR Part 160^{liv} and 45 CFR Part 164^{xv}, Subpart A and Subpart E.
- L. "HITECH Act" means the privacy, security and security Breach notification provisions applicable to Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act, which is Title XII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, and any regulations promulgated thereunder and as amended from time to time.
- M. "Personally Identifiable Health Information" means information that is a subset of health information, including demographic information collected from an individual, and:
- i. is created or received by a health care provider, health plan, employer or health care clearinghouse; and,
 - ii. relates to the past, present or future physical or mental health condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and,
 - a. that identifies the individual; or
 - b. with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- N. "Protected Health Information" or "PHI" means Personally Identifiable Health Information transmitted or maintained in any form or medium that:
- i. is received by Business Associate from Covered Entity;
 - ii. Business Associate creates for its own purposes from Personally Identifiable Health Information that Business Associate received from Covered Entity; or,
 - iii. is created, received, transmitted or maintained by Business Associate on behalf of Covered Entity.

Protected Health Information excludes Personally Identifiable Health Information in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. Section 1232(g), records described at 20 U.S.C. Section 1232g(a)(4)(B)(iv), and employment records held by the Covered Entity in its role as employer.

- O. "Secured PHI" means PHI that was rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technologies or methodologies specified under or pursuant to Section 13402 (h)(2) of the HITECH Act under ARRA.
- P. "Security Incident" means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information.
- Q. "Security Rule" means the Standards for the security of Electronic Protected Health Information found at 45 CFR Parts 160^{lvi} and 45 CFR Part 162, and 45 CFR Part 164^{xv}, Subparts A and C. The application of Security provisions Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations shall apply to Business Associate of Covered Entity in the same manner that such sections apply to the Covered Entity.
- R. "Suspected breach" is a suspected acquisition, access, use or disclosure of protected health information ("PHI") in violation of HIPAA privacy rules, as referenced above, that compromises the security or privacy of PHI.
- S. "Unsecured PHI" means PHI that is not secured through the use of a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services.
- T. "Broker of Personal Health Records" shall mean an entity, other than a covered entity, that offers or maintains a personal health record.
- U. Any terms capitalized, but not otherwise defined, in the Addendum shall have the same meaning as those terms have under HIPAA, the HIPAA Privacy Rule, the HIPAA Security Rule and the HITECH Act.

2. Obligations and Activities of Business Associate

A. Permitted Uses.

- i. PHI Described. PHI disclosed by the Covered Entity to the Business Associate, PHI created by the Business Associate on behalf of the Covered Entity, and PHI received by the Business Associate from a third party on behalf of the Covered Entity are disclosable under this Addendum. The disclosable PHI is limited to the minimum necessary to complete the tasks, or to provide the services, associated with the terms of the original Agreement.

Purposes. Except as otherwise limited in this Addendum, Business Associate may use or disclose the PHI on behalf of, or to provide services to, Covered Entity for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Covered Entity or violate the minimum necessary and related Privacy and Security policies and procedures of the Covered Entity. Business Associate shall disclose to its employees, sub brokers, agents, or other third, parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted under the Agreement.

B. Prohibited Uses and Disclosures. Business Associate shall not use PHI in any manner that would constitute a violation of the HIPAA Privacy Rule or the HITECH Act.

- i. Stated Purposes Only. The Business Associate shall not use the PHI for any purpose other than stated in the Agreement, this Addendum or as required or permitted by law.
- ii. Limited Disclosure. The PHI is confidential and will not be disclosed by the Business Associate other than as stated in this Addendum or as required or permitted by law. Business Associate will refrain from receiving any remuneration in exchange for any individual's PHI, unless Covered Entity gives written approval, and the exchange is pursuant to a valid authorization (that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving PHI of that Individual), or satisfies one of the exceptions enumerated in Section 13405(e)(2) of the HITECH Act. Business Associate will refrain from marketing activities that would violate HIPAA, specifically Section 13406 of the HITECH Act. Business Associate will report to Covered Entity any use or disclosure of the PHI, including any Security Incident not provided for by this Addendum of which it becomes aware.

C. Appropriate Safeguards. Business Associate shall implement the following administrative, physical, and technical safeguards in accordance with the Security Rule under 45 C.F.R., Sections 164.308, 164.310, 164.312 and 164.316:

- i. Implement policies and procedures to prevent, detect, contain and correct security violations; identify the security official who is responsible for the development and implementation of the policies and procedures required by this subpart for the Business Associate; implement a security awareness and training program for all recipients of its workforce; implement policies and procedures to prevent those workforce recipients who are not authorized to have access from obtaining access to electronic PHI; implement policy and procedures to address security incidents; establish policies and procedures for responding to an emergency or other occurrence that damages systems that contain electronic PHI; and perform a periodic technical and non-technical evaluation in response to environmental or operational changes affecting the security of electronic PHI that establishes the extent to which the security policies and procedures of Business Associate (and any business associate of Business Associate) meet the requirements of this subpart.
- ii. Implement policies and procedures to limit physical access to its electronic information systems and the facility or facilities in which they are housed, while ensuring that properly authorized access is allowed; implement policies and procedures that specify the proper functions to be performed, and the physical attributes of the surroundings of a specific workstation or class of workstations that can access electronic PHI; implement physical safeguards for all workstations that access electronic PHI; restrict access to authorized users; implement policies and procedures that govern the receipt and removal of hardware and electronic media that contain electronic PHI into and out of a facility and the movement of these items within the facility.
- iii. Implement technical policies and procedures for electronic information systems that maintain electronic PHI to allow access only to those persons or software programs that have been granted access rights as specified in 45 C.F.R., Section 164.208; implement

hardware, software and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic PHI; implement policies and procedures to protect electronic PHI from improper alteration, destruction, unauthorized access or loss of integrity or availability.

- iv. The Business Associate will use appropriate safeguards to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to the limitation of the groups of its employees or agents, otherwise known as workforce recipients, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary.
- v. Appropriate notification and training of its employees or agents to whom the PHI will be disclosed in order to protect the PHI from unauthorized disclosure. At the sole discretion of the Business Associate, provide a written statement to each employee or agent as to the necessity of maintaining the security and confidentiality of Protected Health Information, and of the penalties provided for the unauthorized release, use, or disclosure of this information. Receipt of the statement is to be acknowledged by the employee or agent, who is to sign and return the statement to his or her employer or principal, who then is to retain the signed original. The employee or agent is also to be furnished with a copy of the signed statement. The Business Associate shall take no disciplinary or punitive action against any employee or agent solely for bringing evidence of violation of the referenced security requirements to the attention of the Covered Entity.
- vi. A copy of the above-described policies, procedures and documentation shall be provided to the Covered Entity within ten (10) days from the date of request of the Covered Entity.

D. Mitigation. Business Associate shall have procedures in place to mitigate, to the extent practical, any harmful effect that is known or reasonably foreseeable to the Business Associate of a use, access or disclosure of PHI by Business Associate in violation of the requirements of this Addendum, and Business Associate shall report its mitigation activity to the Covered Entity.

E. Notification of Breach, Suspected Breach, Loss, or Potential Loss of Confidential data or PHI.

- i. During the term of the Agreement and/or this Addendum, the Business Associate 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 or Suspected Breach of security of PHI (where the use or disclosure is not provided for and permitted by this Addendum) of which it becomes aware. In the event of any suspected Security Incident, intrusion, unauthorized use or disclosure, loss, or potential loss of PHI, in violation of the Agreement and this Addendum, or potential loss of confidential data affecting the Agreement and this Addendum, the Business Associate shall notify the Covered Entity within twenty-four (24) hours by telephone call plus e-mail, web form or fax.
- ii. The Business Associate shall immediately investigate such Security Incident(s), Breach, Suspected Breach, or unauthorized use or disclosure of PHI or confidential data. Within 48 hours of the discovery, the Business Associate shall notify the Covered

Entity's contract manager, and the Office of Technology Service Desk of:

- a. What data elements were involved and the extent of the data involved in the Breach;
 - b. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data;
 - c. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized;
 - d. A description of the probable causes of the improper use or disclosure; and,
 - e. Whether any federal or state laws requiring individual notifications of Breaches are triggered. Covered Entity will coordinate with Business Associate to determine additional specific actions that will be required of the Business Associate for mitigation of the Breach, suspected breach, unauthorized use or disclosure which may include, but is not limited to, notification to the individual, the media, HHS, or other authorities, as well as any other related notice requirements.
- iii. Further, the Business Associate shall:
- a. Conduct and document a risk assessment by investigating without reasonable delay and in no case later than twenty (20) calendar days of discovery of the potential Breach to determine the following:
 1. Whether there has been an impermissible use, acquisition, access or disclosure of PHI under the Privacy Rule;
 2. Whether an impermissible use or disclosure compromises the security or privacy of the PHI by posing a significant risk of financial, reputational or other harm to the Client/Patient; and,
 3. Whether the incident falls under one of the Breach exceptions.
 - b. Provide completed risk assessment and investigation documentation to Covered Entity's Office of Compliance within twenty-five (25) calendar days of discovery of the potential breach with decision whether a Breach has occurred:
 1. If a Breach has not occurred, notification to Client/Patient(s) is not required.
 2. If a Breach has occurred, notification to the Client/Patient(s) is required, and Business Associate must provide Covered Entity with affected Client/Patient names and contact information, so the Covered Entity can provide notification.
 - c. Make available to Covered Entity and governing State and Federal agencies in a time and manner designated by Covered Entity or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a potential breach for the purposes of audit or should the Covered Entity

reserve the right to conduct its own investigation and analysis.

- iv. All associated costs shall be borne by the Business Associate. This may include, but not be limited to costs associated with notifying the individuals or entities listed in section E. 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. Business Associate agrees that the Covered Entity shall be held harmless in the event of such a breach and accepts fully the legal and financial responsibility associated with mitigating any harmful effects that may or have been caused, including but not limited to the Business Associate and Covered Entity's required actions pursuant to HIPAA and HITECH as defined herein. Business Associate agrees that it is subject to and shall ensure compliance with all HIPAA regulations in effect at the time of this Addendum and as shall be amended, under HIPAA, from time to time, and any and all reporting requirements required by HIPAA at the time of this Addendum and as shall be amended, under HIPAA, from time to time. As well as ensuring compliance with the Rhode Island Confidentiality of Health Care Information Act, Rhode Island General Laws, Sections 5-37.3 et seq.
- v. Assistance in Litigation or Administrative Proceedings. The Business Associate shall make itself and any sub brokers, employees or agents assisting the Business Associate in the performance of its obligations under the Agreement and/or this Addendum, available to the Covered Entity at no cost to the Covered Entity to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy which involves inaction or actions by the Business Associate, except where Business Associate or its sub broker, employee or agent is a named as an adverse party.

F. Access to Protected Health Information. Business Associate shall make the PHI maintained by Business Associate or its agents or sub brokers available in Designated Record Sets to Covered Entity for inspection and copying within ten (10) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524^{lvii} and consistent with Section 13405 of the HITECH Act. Business Associate agrees to provide access to Protected Health Information, at the request of Covered Entity, in the time and manner designated, 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 CFR 164.524^{lvii}. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of the United States Dept. of Health and Human Services, in a time and manner specified by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.

- G. Amendment of PHI. Within ten (10) days of receipt of a request from Covered Entity

for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Business Associate or its agents or sub brokers shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526^{lviii}. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526^{lviii} at the request of Covered Entity or an Individual, and in the time and manner specified by the Covered Entity.

H. Access to Records. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use, access and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules and patient confidentiality regulations, consistent with 45 CFR 164.504. The respective rights and obligations of Business Associate under this section of this Addendum shall survive the termination of the Agreement.

I. Individual's Right to Access, Amend and Accounting of Disclosure(s). The Business Associate shall make available to the specific Individual to whom it applies any PHI; make such PHI available for amendment; and make available the PHI required to provide an accounting of disclosures, all to the extent required by 45 CFR §§ 164.524^{lvii}, 164.526^{lviii}, and 164.528^{lix} respectively. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528^{lix}. Business Associate agrees to provide to the Covered Entity or an Individual, in a time and manner specified by the Covered Entity, information collected in accordance with the Agreement, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528^{lix} and the HITECH Act.

J. Security. The Business Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, the compliance with 74 FR 19006, "Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII" is required. If Business Associate chooses not to adopt such methodologies as defined in 74 FR 19006 based on its Security Risk Analysis, Business Associate shall document such rationale and submit it to the Covered Entity.

K. Duties at Termination. Upon termination of the Agreement and/or this Addendum for any reason, Business Associate shall return all Protected Health Information, in whatever form, required to be retained and return or destroy all other Protected Health Information received from the Covered Entity, or created or received by the Business Associate or its sub brokers, employees or agents on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate

shall provide the Covered Entity with written notification of the conditions that make return not feasible. The Covered Entity shall be the final authority in determining whether the return of PHI is not feasible. However, the Covered Entity shall not unreasonably withhold its consent from Business Associate as to the feasibility of the return of PHI. Business Associate further agrees to extend any and all protections, limitations, and restrictions contained in the Agreement and/or this Addendum, to any Protected Health Information retained by Business Associate or its sub brokers, employees or agents after the termination of the Agreement and/or this Addendum. These protections, limitations and restriction shall also apply to all agents and sub brokers of Business Associate. The Business Associate shall limit any further use, access or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible. This shall also apply to all agents and sub brokers of Business Associate. The duty of the Business Associate and its agents and sub brokers to assist the Covered Entity with any HIPAA required accounting of disclosures survives the termination of the Agreement and this Addendum.

L. Termination for Cause. Covered Entity may terminate the Agreement if at any time it determines that the Business Associate has violated a material term of the Agreement or this Addendum. Covered Entity may, at its sole discretion, allow Business Associate a reasonable period of time to cure the violation before termination.

M. Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under this

Addendum, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Addendum if feasible, or if termination is not feasible, report the problem to the Secretary of United States Department of Health and Human Services.

N. Judicial or Administrative Proceedings. The Covered Entity may terminate this Addendum if Business Associate is found guilty of a criminal violation of HIPAA. The Covered Entity may terminate this Addendum if a finding or stipulation is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined that the Business Associate has violated any standard or requirement of HIPAA, HITECH or other security or privacy laws. Business Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA and/or HITECH and shall be responsible for any and all costs associated with prosecution.

O. Sub brokers and Agents. The Business Associate will require any of its sub brokers and agents, to which the Business Associate is permitted by this Addendum or in writing by the Covered Entity to disclose the Covered Entity's Protected Health Information and/or Electronic Protected Health Information, to provide reasonable assurance that such sub broker or agent will comply with the same privacy and security safeguard obligations with respect to the Covered Entity's Protected Health Information and/or Electronic Protected Health Information that are applicable to the Business Associate under this Addendum.

P. Designation of Compliance Official and Contact Individual. The Business Associate shall designate a compliance official who shall be responsible for the development and implementation of policies and procedures required of Business Associate under this Addendum. A compliance official shall be designated for each subsidiary that is a Business Associate. The Business Associate shall designate a contact individual or office for receiving complaints and shall provide documentation of such designation to the Covered Entity. The contact individual or office must be able to provide information about matters that are covered in the privacy notice.

3. Specific Use and Disclosure Provisions.

- A. Except as otherwise limited in this Addendum, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- B. Except as otherwise limited in this Addendum, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosure is required by law.
- C. Except as otherwise limited in this Addendum, Business Associate may use PHI to provide Data Aggregation service to Covered Entity as permitted by 42 CFR 164.504 (e) (2) (i) (B).
- D. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502 (G)(l).

4. Obligations of Covered Entity.

- A. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520^{lx}, to the extent that such limitation may affect Business Associate's use, access or disclosure of Protected Health Information.
- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to use, access or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use, access or disclosure of Protected Health Information.
- C. Covered Entity shall notify Business Associate of any restriction to the use, access or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522^{lxi}, to the extent that such restriction may affect Business Associate's use, access or disclosure of Protected Health Information.
- D. Covered Entity shall complete the following in the event that the Covered Entity has determined that Business Associate has a breach:

- i. Determine appropriate method of notification to the Client/Patient(s) regarding a breach as outlined under Section 13402(e) of the HITECH Act.
- ii. Send notification to the Client/Patient(s) without unreasonable delay but in no case later than sixty (60) days of discovery of the breach with at least the minimal required elements as follows:
 - a. A brief description of what happened, including the date of the Breach and the date of discovery;
 - b. A description of the types of unsecured PHI involved in the Breach (such as name, date of birth, home address, Social Security number, medical insurance, etc.);
 - c. The steps Client/Patient(s) should take to protect themselves from potential harm resulting from the breach.
- iii. Determine if notice is required to Secretary of the United States Department of Health and Human Services.
- iv. Submit breach information to the Secretary of the U.S. Department of Health and Human Services within the required timeframe, in accordance with 45 CFR 164.408(b).

5. General Provisions.

- A. Remedies. Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use, access or disclosure of Protected Health Information by Business Associate or any agent or sub broker of Business Associate that received Protected Health Information from Business Associate.
- B. Ownership. The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.
- C. Regulatory References. A reference in this Addendum to a section in the HIPAA Privacy and Security Rules and patient confidentiality regulations means the section as in effect or as amended.
- D. Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Privacy and Security Rules and the Health Insurance Portability and Accountability Act and patient confidentiality regulations.

- E. Interpretation. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules and patient confidentiality regulations.
- F. Secondary PHI. Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an Individual must be held confidential and is also the property of Covered Entity.
- G. Electronic Transmission. Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an Individual must not be transmitted to another party by electronic or other means for additional uses not authorized by this Addendum or to another broker, or allied agency, or affiliate without prior written approval of Covered Entity.
- H. No Sales. Reports or data containing the PHI may not be sold without Covered Entity's or the affected Individual's written consent.
- I. No Third-Party Beneficiaries. Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- J. This Addendum constitutes the entire Business Associate Agreement Addendum and supersedes all prior Business Associate Agreement Addendum and understandings, both written and oral, among the Parties with respect to the subject matter of this Addendum.
- K. This Addendum shall be binding upon, inure to the benefit of, and be enforceable by and against the Parties and their respective heirs, personal representatives, successors, and assigns. Neither this Agreement nor any of the rights, interests or obligations under this Addendum shall be transferred or assigned by the Business Associate without the prior written consent of the Covered Entity.
- L. With respect to any provision of this Addendum finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Addendum cannot be reformed, such provision shall be deemed severed from this Agreement, but every other provision of this Addendum shall remain in full force and effect. This Addendum shall be governed by, and construed in accordance with, the laws of the State of Rhode Island.
- M. All representations, covenants, and agreements in or under the Agreement and/or this Addendum, or any other documents executed in connection with the transactions contemplated by the Agreement and/or this Addendum, shall survive the execution, delivery, and performance of this Addendum and such other documents.

- N. Each Party shall execute, acknowledge or verify, and deliver any and all documents that may, from time to time, be reasonably requested by the other Party to carry out the purpose and intent of this Addendum.

6. Acknowledgment.

- A. Notwithstanding any other requirement set out in this Addendum, the Broker 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 Department of Health and Human Services. The HITECH requirements, regulations and provisions are hereby incorporated by reference into this Addendum as if set forth in this Addendum in their entirety. Notwithstanding anything to the contrary or any provision that may be more restrictive within this Addendum, all requirements and provisions of HITECH, and its implementing regulations currently in effect and promulgated and/or implemented after the date of this Addendum, are automatically effective and incorporated herein. Where this Addendum requires stricter guidelines, the stricter guidelines must be adhered to.
- B. By signing this Addendum, the Business Associate agrees that that this Addendum shall binding during the Interim Final Rules and until such time as Final Rules are promulgated and a new Business Associate Agreement Addendum is signed based on the Final Rules. The Business Associate agrees that it shall sign a new Addendum based on the new Final Rules when presented by the Department of Human Services.
- C. 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.

ADDENDUM XIII

REQUEST FOR PROPOSAL SCOPE OF WORK

Refer to Article II: TRANSPORTATION PROGRAM STANDARDS.

ADDENDUM XIV BUDGET

Medicaid benefit payments are processed through the MMIS system. ATTACHMENT A identifies the capitation rates paid by EOHHS to the Broker.

	Contract Period 1: January 1, 2019 - June 30, 2020			Contract Period 2: July 1, 2020 - June 30, 2021 ²			Contract Period 3: July 1, 2021 - June 30, 2022 ²				
	Average Monthly Enrollment: PMPM ¹	Average Monthly Capitation	Period 1 Total	Average Monthly Enrollment	PMPM	Average Monthly Price	Year 2 Total	Average Monthly Enrollment	PMPM	Average Monthly Price	Year 3 Total
Medicaid Population											
Children	117,734	\$ 1.17	\$ 137,447	122,176	\$ 1.22	\$ 149,535	\$ 1,794,418	125,230	\$ 1.26	\$ 157,989	\$ 1,895,865
Adults	163,575	\$ 8.83	\$ 1,444,166	169,748	\$ 9.26	\$ 1,571,080	\$ 18,852,965	173,991	\$ 9.55	\$ 1,661,985	\$ 19,943,826
Aged	22,131	\$29.48	\$ 652,375	22,966	\$30.91	\$ 709,805	\$ 8,517,658	23,540	\$31.89	\$ 750,697	\$ 9,008,369
Total Medicaid Population	303,440	\$ 7.36	\$ 2,233,988	314,889	\$ 7.72	\$ 2,430,420	\$ 29,165,041	322,761	\$ 7.96	\$ 2,570,672	\$ 30,848,060
Non-Medicaid Population											
RI TANF Only	30	\$ 82.25	\$ 2,468	30	\$ 82.25	\$ 2,468	\$ 29,610	30	\$ 82.25	\$ 2,468	\$ 29,610
Elderly Transportation Program		\$ 314,000	\$ 5,652,000			\$ 330,000	\$ 3,960,000			\$ 340,000	\$ 4,080,000
Total per contract period		\$ 2,550,456	\$ 45,908,202			\$ 2,762,888	\$ 33,154,651			\$ 2,913,140	\$ 34,957,670
Total per contract											\$ 114,020,523

ADDENDUM XV
FEDERAL SUBAWARD REPORTING
PAYMENTS

IMPORTANT ITEMS TO NOTE ABOUT NEW REQUIREMENT

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

--Includes both mandatory and discretionary grants

--Do not include grants funded by the Recovery Act (ARRA)

--For more information about Federal Spending Transparency, refer to <http://www.whitehouse.gov/omb/open>

--If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award will be subject to the reporting requirements, as of the date the award exceeds \$25,000

--If the initial award equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the award continues to be subject to the reporting requirements of the Transparency ACT and this Guidance.

ADDENDUM XVI
LIQUIDATED DAMAGES

THE PROSPECTIVE PRIMARY PARTICIPANT BROKER AGREES THAT TIME IS OF THE ESSENCE IN THE PERFORMANCE OF CERTAIN DESIGNATED PORTIONS OF THIS CONTRACT. THE EXECUTIVE OFFICE AND THE BROKER 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 BROKER'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 BROKER 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 BROKER TO MEET ANY PERFORMANCE STANDARD, MILESTONE OR PROJECT DELIVERABLE, THE EXECUTIVE OFFICE MAY REQUIRE THE BROKER 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 4 % 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 BROKER'S PROJECT OFFICER. THE BROKER 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 BROKER'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.

LIQUIDATED DAMAGES

The Broker must deliver all contractual services to the standards called for in this RFP. The tasks outlined in Sections 3 and 4 shall be met fully, satisfactorily, and performed in their entirety.

In the event of any failure by the Broker to satisfy the specific requirements outlined below during the term of this contract, EOHHS may impose upon the Broker the associated liquidated damages.

- (a) At EOHHS’ option, the accuracy of performance results, performance level, and execution of key expectations may be measured by independent audit.

- (b) Amounts due EOHHS pursuant to liquidated damages may be withheld from the Broker’s administrative monthly payment amount or paid directly to EOHHS, subject to the maximum limit of 4% of a monthly PMPM payment.

The Broker will work with EOHHS on a reporting structure to allow for measurement of any potential liquidated damage. Requirement thresholds in the table below indicate measurement of all three programs in aggregate.

LIQUIDATED DAMAGES		
3.10	OPERATIONAL REQUIREMENTS	<p>EOHHS shall be entitled to impose upon the Broker liquidated damages in the amounts listed below for the following specific requirements listed in 3.10 Operational Requirements:</p> <p>3.10.1.1 Process Trip Requests-Liquidated damages in the amount of fifty dollars (\$50) per occurrence, for each occurrence where the Broker fails to schedule valid service requests.</p> <p>3.10.1.2 Verify Recipient Eligibility-Liquidated damages in the amount of fifty dollars (\$50) per occurrence, for each occurrence where the Broker schedules an NEMT trip for a non-eligible recipient.</p> <p>3.10.1.5 Process Retroactive Eligibility Claims- Liquidated damages in the amount of fifty dollars (\$50) per occurrence, for each occurrence where</p>

LIQUIDATED DAMAGES

the Broker fails to reimburse contracted and non-contracted TPs for stretcher level, BLS, and ALS transportation services rendered to individuals that have eligibility approved retroactively to the time service was rendered. Reimbursement is limited to services rendered within ninety (90) days from the date of service.

3.10.1.6 Fulfill Trip Requests- Liquidated damages in the amount of fifty dollars (\$50) per occurrence, for each occurrence where the Broker fails to fulfill a verified trip request safely and on-time.

3.10.8.1 Report Accidents, Injuries, and Incidents - Liquidated damages in the amount of five hundred dollars (\$500) per occurrence, for each occurrence where the Broker fails to report to EOHHS an accident, injury or incident that has occurred in conjunction with a scheduled trip if a Recipient was present in the vehicle. Accidents, injuries, and incidents shall be reported to EOHHS as follows: Tier One Complaint/Incident: Notification within six (6) hours or sooner upon notification from the TP, facility, or recipient; Tier Two Complaint/Incident: Notification within forty-eight (48) hours or sooner upon notification from the TP, facility, or recipient.

3.10.1.12 Conduct Recipient Satisfaction Surveys - Liquidated damages in the amount of one thousand five hundred dollars (\$1,500) per quarter, for each quarter the Broker fails to achieve an overall customer satisfaction rating of greater than or equal to ninety percent (90%) quarterly.

3.10.1.13 Maintain Broker Websites - Liquidated damages in the amount of two hundred and fifty dollars (\$250) per calendar day, for each calendar day or any portion thereof exceeding 2 hours where the Broker's websites are unavailable. Websites shall be available twenty-four (24) hours a day, seven (7) days a week, with the exception of EOHHS- approved downtime for maintenance.

3.10.2	CALL CENTER REQUIREMENTS	<p>EOHHS shall be entitled to impose upon the Broker liquidated damages in the amounts listed for the following specific requirements listed in 3.10.2 Call Center Requirements:</p> <p>3.10.10.1.2 Liquidated damages in the amount of five hundred dollars (\$500) per month, for each month the Broker fails to answer eighty-percent (80%) of all calls within thirty (30) seconds. The thirty (30) seconds does not include the initial announcement.</p> <p>3.10.10.1.2 Liquidated damages in the amount of five hundred dollars (\$500) per month, for each month the average number of calls abandoned is greater than or equal to five percent (5%).</p>
		<p>3.10.10.1.2 Liquidated damages in the amount of two hundred and fifty dollars (\$250) per month, for each month the average time on hold, for calls placed on hold after being initially answered, exceeds three (3) minutes.</p> <p>3.10.10.1.6 For Quality Monitoring-Liquidated damages in the amount of two hundred and fifty dollars (\$250) per month, for each month all reviewed calls fail to score ninety percent (90%) or higher</p>
3.10.3	TRANSPORTATION SERVICES AUTHORIZATION	<p>EOHHS shall be entitled to impose upon the Broker liquidated damages in the amounts listed for the following specific requirements listed in 3.10.3 Transportation Services Authorization:</p> <p>3.10.3.2.1 Recipient and Trip Eligibility Verification - Liquidated damages in the amount of fifty dollars (\$50) per occurrence for each occurrence where the Broker fails to process trip assignments in accordance with 4.5.3.2.1.</p> <p>3.10.3.3 Process Denial of Service Determination - Liquidated damages in the amount of fifty dollars (\$50) per occurrence for each occurrence where the Broker fails to correctly deny a request for NEMT services.</p> <p>3.10.3.4 Process Trip Assignments- Liquidated damages in the amount of fifty dollars (\$50) per occurrence for each occurrence where the Broker fails to process trip assignments in accordance with 4.5.3.4.</p>

3.10.3.6	TRANSPORTATION PERFORMANCE STANDARDS	<p>EOHHS shall be entitled to impose upon the Broker liquidated damages in the amounts listed for the following specific requirements listed in 3.10.3.6 Transportation Performance Standards:</p> <p>3.10.3.6.1. On Time Performance Measure – On Time Pick Up - Liquidated damages in the amount of two hundred and fifty dollars (\$250) per business day for each business day the Broker fails to achieve a Recipient on time pick up percentage greater than or equal to ninety percent (90%).</p> <p>3.10.3.6.2 On Time Performance Measure – On Time Drop Off - Liquidated damages in the amount of two hundred and fifty dollars (\$250) per business day for each business day the Broker fails to achieve a Recipient drop off percentage greater than or equal to ninety percent (95%).</p>
3.10.4.2	TP CONTRACTS	<p>EOHHS shall be entitled to impose upon the Contracted Broker liquidated damages in the amounts listed for the following specific requirements listed in 3.10.4.2 TP Contract.</p> <p>3.10.4.2 TP Records-Liquidated damages in the amount of two hundred and fifty dollars (\$250) per occurrence for each occurrence where the Broker fails to establish and maintain records and related information in its file for each of its contracted TPs as outlined in 3.10.4.2.</p>
3.10.5	DRIVER AND VEHICLE REQUIREMENTS	<p>EOHHS shall be entitled to impose upon the Broker liquidated damages in the amounts listed for the following specific requirements listed in Section 3.10.5.5 Driver and Vehicle Requirements.</p> <p>3.10.5.10 Drivers excluded from participation in any federal program by CMS or the RI state Medicaid program-Liquidated damages in the amount of two thousand five hundred dollars (\$2,500) per occurrence for each occurrence where the Broker’s contracted TP is utilizing a driver or other employee that has been terminated from the Medicaid program by EOHHS for fraud or abuse.</p>

3.10.6	PAYMENT TO TPs	<p>EOHHS shall be entitled to impose upon the Broker liquidated damages in the amounts listed for the following specific requirements listed in 3.10.6, Payment to TPs:</p> <p>3.10.6.2 (d) Liquidated damages in the amount of five hundred dollars (\$500) per month for every month the Broker fails to provide a monthly report to EOHHS summarizing the claims payment processing.</p>
3.10.9	QUALITY ASSURANCE	<p>EOHHS shall be entitled to impose upon the Broker liquidated damages in the amounts listed for the following specific requirements listed in 3.10.9 Quality Assurance</p> <p>3.10.9.3.1 Corrective action plans-Liquidated damages in the amount of two hundred and fifty dollars (\$250) per business day for every business day the Broker fails to implement corrective action plans in accordance with time frames established by EOHHS and/or CMS.</p>
3.10.10	MANAGEMENT AND PERFORMANCE REPORTS	<p>EOHHS shall be entitled to impose upon the Broker liquidated damages in the amounts listed for the following specific requirements listed in 3.10.10 Management and Performance Reports:</p> <p>3.10.10.2 Liquidated damages in the amount of five hundred dollars (\$500) per occurrence for every monthly encounter submission that fails to achieve a monthly acceptance rate equal to or greater than 97%.</p> <p>3.10.10. Liquidated damages in the amount of two hundred and fifty dollars (\$250) per management report for every management report the Broker fails to provide by the reporting deadline.</p>

3.10.12	IMPLEMENTATION	<p>EOHHS shall be entitled to impose upon the Broker liquidated damages in the amounts listed for the following specific requirements listed in 3.10.12</p> <p>Implementation:</p> <p>3.10.12.2 Liquidated damages in the amount of five hundred dollars (\$500) per business day for every business day past the required thirty (30) days from the effective date of the contract where the Broker fails to coordinate a kick-off meeting with EOHHS.</p> <p>3.10.12.3 Liquidated damages in the amount of five hundred dollars (\$500) per business day for every business day past the required ten (10) business days of the kick-off meeting where the Broker fails to submit the Final Implementation Plan to EOHHS.</p> <p>3.10.12.5 Liquidated damages in the amount of two hundred and fifty dollars (\$250) per business day for every business day past the close of business Friday due date where the Broker fails to submit a weekly progress report.</p> <p>3.10.12.1 Liquidated damages in the amount of five hundred dollars (\$500) per business day for each business day during which the Broker is not in compliance with the approved Final Implementation Plan.</p>
3.10.13	OPERATIONAL READINESS REVIEW	<p>EOHHS shall be entitled to impose upon the Broker liquidated damages in the amounts listed for the following specific requirements listed in 3.10.13</p> <p>Operational Readiness Review:</p> <p>3.10.13.3 Liquidated damages in the amount of two hundred and fifty dollars (\$250) per business day for every business day past the required thirty (30) days from the effective date of the contract where the Broker fails to comply with the readiness review.</p>
3.10.14	TURNOVER	<p>EOHHS shall be entitled to impose upon the Broker liquidated damages in the amounts listed for the following specific requirement listed in 3.10.14, Turnover:</p> <p>3.10.14.1 Liquidated damages in the amount of fifty dollars (\$50) per business day for every business day later than ninety (90) calendar days after the beginning of the second year of the initial contract term where the Broker fails to provide a Turnover Plan.</p>

ADDENDUM XVII

**EQUAL EMPLOYMENT
OPPORTUNITY**

DURING THE PERFORMANCE OF THIS AGREEMENT, THE BROKER AGREES AS FOLLOWS:

1. THE BROKER 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 BROKER 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 BROKER AGREES TO POST IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.

2. THE BROKER SHALL, IN ALL SOLICITATIONS OR ADVERTISING FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE BROKER 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 BROKER 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 BROKER 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. BROKERS AND SUB BROKERS WITH AGREEMENTS IN EXCESS OF \$50,000 SHALL ALSO PURSUE IN GOOD FAITH AFFIRMATIVE ACTION PROGRAMS.

6. THE BROKER 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 SUB BROKER, PROVIDED THAT THE FOREGOING PROVISIONS SHALL NOT APPLY TO CONTRACTS OR SUBCONTRACTS FOR STANDARD COMMERCIAL SUPPLIES OR RAW MATERIALS.

ADDENDUM XVIII

BID PROPOSAL

See separate MTM RFP technical proposal.

ADDENDUM XIX
CORE STAFF & BROKER LOCATION

State Requirement	Department	RFE Title	Proposal	
			RI	LSL
Yes	Operations	General Manager	1	
Yes	IT	Chief Information Officer		1
Yes	Call Center	Call Center Operations Manager	1	
	Call Center	Supervisor, Customer Service Center	1	
Yes	Network	Transportation Provider Relations Manager	1	
Yes	Call Center	Utilization Review Manager		1
Yes	ETO	Education and Training Manager	1	
Yes	Quality and Compliance	Recipient Advocate (Ombudsman)	1	
Yes	Quality and Compliance	Complaints Manager		0.5
Yes	Quality and Compliance	Quality Assurance Manager		0.5
Total Management			6	3
	Network	Provider Management Representative	1	
	Call Center	Customer Care Representative	18	5
	Call Center	Support Representative		6
	Claims	Verification Specialist		0.5
	IT	Helpdesk Analyst		0.5
	Quality and Compliance	Quality Investigation Specialist		1
Total Support Staff			19	13
Total Staff			25	16

Broker Location: TBD

ATTACHMENT A

BROKER'S CAPITATION RATES

Refer to Addendum XIV - BUDGET.

ATTACHMENT B
BROKER'S INSURANCE CERTIFICATES

PERFORMANCE BOND
Annual - Cancelable Form

Travelers Casualty and Surety Company of America
 One Tower Square, Hartford, CT 06183

Bond No. 106945181

KNOW ALL BY THESE PRESENTS, That we Medical Transportation Management, Inc., 635 Maryville Centre Drive, Suite 300, St. Louis, MO 63141, as Principal, and Travelers Casualty and Surety Company of America, of Hartford, Connecticut, authorized to do business in the State of Rhode Island, as Surety, are held and firmly bound unto State of Rhode Island and Providence Plantations, Division of Purchases, One Capital Hill, Providence, RI 02908-5855, as Obligee, in the maximum penal sum of One Million and No/100 Dollars (\$1,000,000.00), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Surety Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligee to perform in accordance with the terms and conditions of the Solicitation #7591562 Rhode Island Transportation Brokerage Services, provide non-emergency medical transportation brokerage services, (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of January 1, 2019 to December 31, 2019. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew or cancel this Bond (pursuant to paragraph 2 below), shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.
2. This Bond may be canceled at any time upon thirty (30) days advance written notice from the Surety to the Obligee.
3. The above referenced Contract has a term ending June 30, 2022. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, this Bond shall have the final and definite expiration date of June 30, 2022, unless earlier nonrenewed or canceled pursuant to paragraph 1 or 2 above.
4. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term.
5. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
6. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.
 Surety Address: Travelers Casualty and Surety Company of America
 One Tower Square
 Hartford, CT 06183
 Attn: Bond Claim
7. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this 8 day of August, 2018.

Medical Transportation Management, Inc.

By: _____

Glenn Nacia
 Principal

Travelers Casualty and Surety Company of America

By: _____

Barbara Pannier
 Barbara Pannier, Attorney-In-Fact

S-5025d-cx (06-06)

PAYMENT BOND
Annual - Cancelable Form

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

Bond No. 106945181

KNOW ALL BY THESE PRESENTS, that we Medical Transportation Management, Inc., 635 Maryville Centre, Suite 300, St. Louis, MO 63141, as Principal, and Travelers Casualty and Surety Company of America, of Hartford, Connecticut, authorized to do business in Rhode Island, as Surety, are held and firmly bound unto State of Rhode Island and Providence Plantations, Division of Purchases, One Capitol Hill, Providence, RI 02908-5855, as Obligee, and to all persons who furnish labor or material directly to the Principal for use in the prosecution of the work hereinafter named, in the maximum penal sum of One Million and No/100 Dollars (\$1,000,000.00), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligee, for Solicitation #7591562 Rhode Island Transportation Brokerage Services, provide non-emergency medical transportation brokerage services hereinafter referred to as the Contract) and more fully described in said Contract, said Contract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all persons who shall have furnished labor or material directly to the Principal for use in the prosecution of the aforesaid work, each of which said persons shall have a direct right of action on this instrument in his/her own name and for his/her own benefit, subject, however, to the Obligee's priority, then this obligation to be void; otherwise to remain in full force and effect.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of January 1, 2019 to December 31, 2019. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew or cancel this Bond (pursuant to paragraph 2 below), shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.
2. This Bond may be canceled at any time upon thirty (30) days advance written notice from the Surety to the Obligee.
3. The above referenced Contract has a term ending June 30, 2022. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, this Bond shall have a final and definite expiration date of June 30, 2022, unless earlier nonrenewed or canceled pursuant to paragraph 1 or 2 above.
4. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
5. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

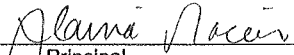
Surety Address: Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Attn: Bond Claim

6. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term; or after the expiration of ninety (90) days after the day on which any person last supplied the labor and/or materials for which the claim is made, whichever occurs first. If this limitation is void or prohibited by law, then the minimum period of limitation available to Surety as a defense in the jurisdiction of the suit shall be applicable.
7. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.
8. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

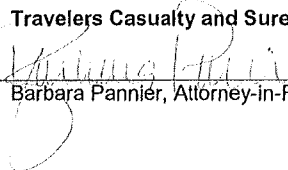
S-7205-cx (10-07)

SIGNED, SEALED AND DATED this 8 day of August, 2018.

Medical Transportation Management, Inc.

By: 
Principal

Travelers Casualty and Surety Company of America

By: 
Barbara Pannier, Attorney-in-Fact

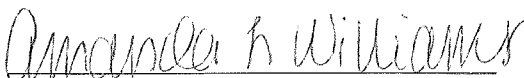
State of Missouri
County of St. Louis

On August 8, 2018, before me, a Notary Public in and for said County and State, residing herein, duly commissioned and sworn, personally appeared Barbara Pannier known to me to be Attorney-In-Fact of

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

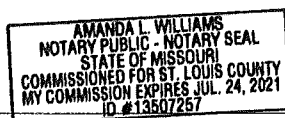
a corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

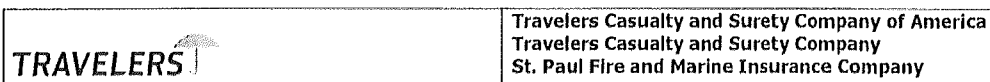
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



Amanda L. Williams, Notary Public

My Commission Expires: _____





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Barbara Pannler, of Chesterfield, Missouri, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 8 day of August, 2018



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



CERTIFICATE OF LIABILITY INSURANCE

9/30/2018 DATE (MM/DD/YYYY) 8/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: PHONE (A/C, No., Ext): E-MAIL: ADDRESS:	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Medical Transportation Management, Inc. 1404811 16 Hawk Ridge Dr. Ste 125 Lake St. Louis MO 63367	INSURER A: National Interstate Insurance Company		32620
	INSURER B: National Union Fire Ins Co Pitts. PA		19445
	INSURER C: Ironshore Specialty Insurance Co		25445
	INSURER D:		
	INSURER E:		

COVERAGES MEDTR CERTIFICATE NUMBER: 15526227 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	EGL000794-00	9/30/2017	9/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	EAL000794-00	9/30/2017	9/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	037734609	9/30/2017	9/30/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCT0000794-00	9/30/2017	9/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability	N	N	003301000	9/30/2017	9/30/2018	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability; Claims Made - Retro Date: 7/14/10; \$1,000,000 per claim/\$3,000,000 Aggregate Limits; Retro Date: 12/10/15; \$5,000,000 per claim/\$5,000,000 Aggregate Limits; \$100,000 SIR applies per claim. Hired and Non-Owned auto coverage does not apply to brokerage contracts, see separate coverage. *UMBRELLA EXCLUDES PROFESSIONAL LIABILITY. RE: SOLICITATION #7591562. RHODE ISLAND TRANSPORTATION BROKERAGE SERVICES IS ADDITIONAL INSURED UNDER GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 15526227 STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS DEPARTMENT OF ADMINISTRATION DIVISION OF PURCHASES ONE CAPITOL HILL PROVIDENCE RI 02908	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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POLICY NUMBER: EGL000079400

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
State of Rhode Island EOHHS	3 West Rd. Cranston, RI 02920
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ATTACHMENT C
RATE-SETTING PROCESS

N/A

ATTACHMENT D
PERFORMANCE GOALS

To Be Determined between the Broker and The Executive Office of Health and Human Services.

ATTACHMENT E
BORDER COMMUNITIES

Border Communities include cities and town that border Rhode Island and are considered for the purpose of the Rhode Island Medical Assistance Program, in-state providers. Out-of-state service restrictions and prior authorization requirements are not imposed on providers in the following communities:

Connecticut	Massachusetts
Danielson	Attleboro
Groton	Bellingham
Moosup	Blackstone
Mystic	Dartmouth
New London	Fall River
North Stonington	Foxboro
Pawcatcuk	Milford
Putnam	New Bedford
Stonington	North Attleboro
Thompson	North Dartmouth
Waterford	Rehoboth
	Seekonk
	Somerset

	South Attleboro
	Swansea
	Taunton
	Uxbridge
	Webster
	Westport
	Whitinsville