



State of Rhode Island and Providence Plantations
Department of Human Services
Office of Rehabilitation Services

40 Fountain Street ~ Providence, RI 02903
401-421-7005 ~ 401-222-3574 FAX
TDD (401) 421-7016 ~ Spanish (401) 462-7791

**REQUEST FOR APPROVAL TO PROVIDE VOCATIONAL
REHABILITATION SERVICES UNDER FEE FOR SERVICE**

EXPLANATION OF APPROVAL PROCESS

The mission of the Office of Rehabilitation Services is “to empower individuals with disabilities to choose, prepare for, obtain, and maintain employment, economic self sufficiency, independence, and integration into society”.

The outcome expected from the provision of all vocational rehabilitation services, including supported employment, is integrated competitive employment in the community at or above the prevailing wage.

The Office of Rehabilitation Services provides services to eligible individuals through a fee for service individual authorization process. Any services initiated by a provider without an authorization may not be reimbursable. Fees for particular services are determined by the state agency with significant input from providers of services.

ORS approves programs/services based on the provider’s ability to provide services through appropriately qualified staff and a commitment of the provider agency to assist individuals with disabilities to reach community integrated employment goals consistent with the Individualized Plan for Employment.

**PLEASE PROVIDE THE INFORMATION REQUESTED ON THE ATTACHED SHEETS.
SEND TWO HARD COPIES TO MIKE MONTANARO, COMMUNITY REHABILITATION
PROGRAM SPECIALIST, OFFICE OF REHABILITATION SERVICES, 40 FOUNTAIN
STREET, PROVIDENCE, RI 02903.**

**IF YOU HAVE ANY QUESTIONS, CONTACT MICHAEL MONTANARO AT 462-7817 OR
VIA EMAIL AT MICHAEL.MONTANARO@ORS.RI.GOV.**

**YOU WILL RECEIVE EITHER A WRITTEN RESPONSE OR REQUEST
FOR A MEETING REGARDING YOUR APPLICATION WITHIN 4 WEEKS
OF RECEIPT OF THE INFORMATION.**

Please complete information requested on attached sheets
(Do not attach separate documents)



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VENDOR APPROVAL APPLICATION

NAME OF ORGANIZATION: _____

CONTACT PERSON: _____ FEIN NUMBER: _____

ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

Certification of State Employment

Are you currently a RI State Employee? Yes No

Are you currently receiving retirement benefits from the State or RI? Yes No

Are you currently a consultant with the State of RI? Yes No

Are you currently a vendor/service provider with the State of RI? Yes No

In the event of future employment with State of RI, I acknowledge my responsibility to promptly notify the Office of Rehabilitation Services.

Please describe/explain any "Yes" answers: _____

Name (Print or Type) / Signature Date

SERVICE(S) WHICH YOU OR YOUR ORGANIZATION IS REQUESTING TO PROVIDE THROUGH FEE FOR SERVICE:

- Evaluations/Testings (Physical, Psychological, Vocational)
- Situational Assessments in the Community
- Supported Employment Services/Long Term Supports
- Job Preparation Services

- Rehabilitation/Assistive Technology Services
- Specific Skill Training Programs
- Job Development and Placement
- Time Limited Supports
- Other (Please describe): _____

- 6. The status of licensure (if applicable) with other state agencies (such as DHS, BHDDH) and your status in providing Medicaid funded services.**
- 7. Federal and state requirements for ORS funding requires that your community rehabilitation program meet the standards as described in the attached policy for community rehabilitation programs and other providers of services.**
- Please check here that you have reviewed the standards and meet all requirements.
 - Please check here if all requirements are not met.
 - Please explain and provide a description of an action plan to comply.
 - Please review and sign the attached Business Associate Agreement.
- 8. How many ORS clients do you feel can be serviced through your program in one year?**

- 9. Are you currently an Employment Network (EN) through MAXIMUS/Social Security?
If not what is your plan for becoming an EN?**

THANK YOU

**Current Revision: 7/2014
Last revision:10/2011**

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Dear Applicant:

Please be advised that before providing any services to clients of the RI Office of Rehabilitation Services (ORS), you must comply with the following requirements:

1. You must have a **printed AUTHORIZATION TO PROVIDE RI ORS SERVICES.** This is an authorization letter from RI ORS to you/your company that designates:
 - ♦ name of the client who will receive services from you/your company
 - ♦ description of service to be provided
 - ♦ fee charged for the service
 - ♦ time period within which the service is to be provided
2. You must be an active vendor within the State of RI vendor system and maintain that status during the dates of service covered on the AUTHORIZATION described above until payment for said services is processed.

Attached is the State of Rhode Island, Payer's Request for Taxpayer Identification Number and Certification (Form W-9-rev. 8/2015). Any new vendors must complete this form in its entirety and submit the form with the Vendor Application to me.

Current active vendors must notify me if you or anyone in your company is currently an employee of the State of Rhode Island or currently collecting a pension from the State of Rhode Island.

3. Should you or any of your employees provide any services without a hard copy of an authorization; ORS cannot guarantee that you will be reimbursed for any service that you provide.

If you have any questions, please contact me at 462-7817.

Sincerely,

Michael Montanaro
CRP Supervisor

STATE OF RHODE ISLAND
FORM W-9 PAYER'S REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION



THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

Taxpayer Identification Number (T.I.N.)

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

Social Security No. (SSN)

Employer ID No. (EIN)

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NAME

ADDRESS

CITY, STATE AND ZIP CODE

PAYMENT REMITTANCE ADDRESS, IF DIFFERENT FROM THE ADDRESS ABOVE

ADDRESS

CITY, STATE AND ZIP CODE

CERTIFICATION: Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), **and**
- (2) I am not subject to backup withholding because either: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified me that I am no longer subject to backup withholding.
- (3) I am a U.S. citizen or other U.S. person (as defined by the IRS).

Certification Instructions -- You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item (2) does not apply.

Please sign here and provide title, date and telephone number:

SIGNATURE _____ TITLE _____ DATE _____ TEL NO _____
Original Signature Required (Digital Signature Not Acceptable)

BUSINESS DESIGNATION:

Please Check One: Individual Corporation Trust/Estate Government/Nonprofit Corporation
 Partnership Medical Services Corporation Legal Services Corporation
 LLC Tax Classification: Single Member (Individual) Partnership Corporation

TIPS:

NAME: Be sure to enter your full and correct legal name as shown on your income tax return for the SSN or EIN provided.

ADDRESS, CITY, STATE AND ZIP CODE: If you operate a business at more than one location, adhere to the following:

- 1) Same EIN with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
- 2) Different EIN for each different location -- submit a completed W-9 form for each EIN and location. (One year-end tax information return will be reported for each EIN and remittance address.)

Mail Completed Form To:
Office of Rehabilitation Services
Attn: Betty Crawford
40 Fountain Street
Providence RI 02903

For State Use Only:	
IRS _____ RI SOS _____ FED _____ Other _____	
RI Supplier # _____	Approved _____
Date Entered _____	Entered By _____



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B.C.I. Disclaimer

Note: Clear copy of photo identification with date of birth must accompany this disclaimer:

Name: _____
(Print or Type)

Maiden Name (if applicable): _____

Alias (if applicable): _____

Address: _____

Date of Birth: _____

DISCLAIMER

I _____ hereby consent and authorize the Department of Human Services/Office of Rehabilitation Services to perform a local criminal background check.

I further agree to fully waive, release, indemnify, defend and hold harmless, the Department of Human Services, the Office of Rehabilitation Services, the State of Rhode Island, the Bureau of Criminal Identification and the Attorney General's office, including their respective employees and agents, against any and all claims, demands, actions, or causes of action that I have, or may have, in both law and equity, of any nature or kind whatsoever arising from or in any way related to the release of my criminal record, or the results of the criminal background check, performed in accordance with this consent and authorization.

Signature of Applicant

Sworn to before me in the City of _____ State of _____
_____ this ____ day of _____ 20__.

Notary Public

Commission Expires



DEPARTMENT OF HUMAN SERVICES – OFFICE OF REHABILITATION SERVICES

40 Fountain Street ~ Providence, RI 02903 ~ (401) 421-7005 (V) ~ (401) 421-7016 (TTY)

“Helping individuals with disabilities to choose, find and keep employment”

AUTHORIZATION FOR DISCLOSURE/USE OF HEALTH INFORMATION

DIRECTIONS: COMPLETE ALL SECTIONS, DATE, AND SIGN

I. I, _____, hereby voluntarily authorize the disclosure of information from my record. *(Name of Client)*

My Date of Birth: ____ / ____ / ____

My Social Security Number: ____ - ____ - ____

II. My information is to be disclosed to/ provided by:

And is to be provided to/disclosed by:

Office of Rehabilitation Services

Attorney General

40 Fountain Street

150 South Main Street

Providence, RI 02903

Providence, RI 02903

III. The purpose or need for this release of information is:

- To obtain the information checked below that will assist me in vocational rehabilitation planning
- My own personal and private reasons
- Other (*specify*): Pre-Employment BCI Search

IV. The information to be disclosed from my health record: *(check all of the boxes that apply)*

- Vocational Medical Educational Social
- Financial Psychiatric/Psychological Other (*specify*): BCI Search
- Psychotherapy notes ONLY (by checking this box, I waive my psychotherapist-patient privilege)**

Specific Information Needed: BCI Search

Dates of Service: 1/1995 to Present

I would also like the following sensitive information disclosed: *(check the applicable box(es))*

- Alcohol/Drug Abuse Treatment/Referral HIV/AIDS-related Treatment
- Sexually Transmitted Diseases

V. I understand that I may revoke this authorization in writing at any time to the DEPARTMENT OF HUMAN SERVICES/OFFICE OF REHABILITATION SERVICES (DHS/ORS) and that, if I do, DHS/ORS may condition my access to services on my decision to revoke. In addition, any information disclosed to DHS/ORS before I revoked this authorization, as well as any information disclosed to other parties by this authorization, may no longer be protected by the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule [45 CFR Part 164], and the Privacy Act of 1974 [5 USC 552a]. If this authorization has not been revoked, it will terminate one year from the date of my signature unless I have specified a different expiration date or expiration event on the line below. Any information released or received as a result of this consent shall not be further relayed in any way to any person or organization outside the Department of Human Services without additional written consent from me.

(Enter if different from one year after the date below)

Signature of Client

Date

Signature of Authorized Representative Relationship to the Client

Date

Instructions for Completing Form ORS-37

AUTHORIZATION FOR USE OR DISCLOSURE OF HEALTH INFORMATION

1. Print legibly in all fields using black ink.
2. Section I – print name of the client whose information is to be released.
3. Section II – print the name and address of the person or organization authorized to release and/or receive the information. Also, provide the name of the DHS/ORS representative, unit and address that will receive and/or release the information.
4. Section III – state the reason why the information is needed (e.g., disability claim, continuing medical care)
5. Section IV – check all of the boxes that apply.
 - a. Vocational, Medical, Educational, Social, Financial, Psychiatric/Psychological
 - b. Other (*specify*) – specific information identified by the client (e.g., billing, employee health)
 - c. Psychotherapy Notes **ONLY** – in order to authorize the use or disclosure of psychotherapy notes, only this box should be checked on this form. Authorizations for the use or disclosure of other health record information may NOT be made in conjunction with authorizations pertaining to psychotherapy notes.

Psychotherapy notes are often referred to as process notes, distinguishable from progress notes in the medical record. These notes capture the therapist's impressions about the patient, contain details of the psychotherapy conversation considered to be inappropriate for the medical record, and are used by the provider for future sessions. These notes are often kept separate to limit access because they contain sensitive information relevant to no one other than the treating provider.
 - d. Specific Information Needed – clearly identify the precise information to be disclosed.
 - e. Dates of Service – note the first and last date of service requested.
 - f. **RELEASE OF SENSITIVE INFORMATION** – check alcohol-drug abuse treatment/referral, HIV/AIDS-related treatment, sexually transmitted diseases – patient must check the appropriate box!
6. Section V – sign and date. If a different *expiration* date is desired, specify a new date.
7. Section V – Authorized Representative (e.g., parent, legal guardian, power of attorney)
8. A copy of the completed Form ORS-37 will be given to the client.

FYI



**DEPARTMENT OF HUMAN SERVICES
OFFICE OF REHABILITATION SERVICES**

“Helping individuals with disabilities to choose, find and keep employment”

Vocational Rehabilitation

The purpose of the Vocational Rehabilitation (VR) program is to assess, plan, develop, and provide vocational rehabilitation services to individuals with disabilities to prepare for and engage in gainful employment that is consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice.

WHO IS ELIGIBLE? You are eligible for (VR) services when:

- You have a disability, a physical or mental impairment, that results in a substantial barrier to employment;
- you must be able to benefit in terms of an employment outcome from VR services; and
- you must need vocational rehabilitation services to become employed, retain employment, or regain employment.

HOW TO APPLY?

- Call VR intake at (401) 421-7005 or (401) 421-7016 (TDD) for more information.
- Visit a netWORKri One-Stop Career Center and ask to see an ORS Counselor.
- Visit our website at <http://www.ors.ri.gov/PDFfiles/ApplicationORS.pdf> to obtain an application.

DO ALL ELIGIBLE INDIVIDUALS RECEIVE VR SERVICES?

Sometimes there are not enough resources to serve all eligible individuals. A priority system for services called the Order of Selection (OOS) is in place. Under OOS, individuals with the most significant disabilities based on their functional limitations are given priority for VR services. Those not meeting Category 1 OOS requirements are placed on a waiting list for services. SSI/SSDI recipients are subject to the same OOS category criteria as are all applicants.

WHAT TYPES OF SERVICES MIGHT VR OFFER?

The types of services provided by the Office of Rehabilitation are designed to develop or improve skills and abilities to enhance employment outcomes. Some examples of services the ORS offers are:

- Vocational guidance and counseling
- Vocational assessments
- Medical, social psychological and educational evaluations
- Job development
- Job placement
- Job retention
- Training for employment
- Rehabilitation evaluations
- Post employment services
- School to transition services
- Assistive technology
- Supported Employment services

SUCCESS IS EMPLOYMENT!

FYI

STANDARDS FOR COMMUNITY REHABILITATION PROGRAMS
AND OTHER PROVIDERS OF SERVICES

THE STATE VOCATIONAL REHABILITATION SERVICES PROGRAM
TITLE I AND
STATE SUPPORTED EMPLOYMENT SERVICES PROGRAM - TITLE VI - PART C

THE STATE INDEPENDENT LIVING REHABILITATION SERVICES PROGRAM
TITLE VII - PART B

I. LEGAL AUTHORITY:

Rehabilitation Act Amendments of 1992 (PL 102-569); Title I and Title VI - Part C: 34 CFR Part 80; 34 CFR Part 361, 361.1(c), 361.2(a), 361.21, 361.45, 361.51, 361.73, 361.76, 361.86

Title VII - Part B: 34 CFR Part 365; 34 CFR 365.1(c); 34 CFR 361.1(c); 34 CFR 365.40; 34 CFR 361.51; 34 CFR 365.41; CFR 361.51(e); 34 CFR Part 76; 34 CFR Part 80.

II. POLICY STATEMENT AND PURPOSE:

The Office of Rehabilitation Services (ORS) establishes, maintains, and disseminates written standards for Community Rehabilitation Programs in the provision of rehabilitation services and independent living services. The standards assure that community rehabilitation programs and other providers of rehabilitation services have qualified personnel, a safe and accessible environment, have obtained applicable state and federal licenses, and provide quality services, including independent living services, designed to enable individuals with disabilities to have access to employment, career advancement opportunities and choices.

A. Definitions

1. Community Rehabilitation Program

Community Rehabilitation Program means a program that provides directly or facilitates the provision of vocational rehabilitation services to individuals with disabilities and provides, singly or in combination, such services for such individual to enable her/him to maximize her/his opportunities for employment including career advancement, as follows:

- a. Medical, psychiatric, psychological, social and vocational services that are provided under one management;
- b. Testing, fitting, or training in the use of prosthetic and orthotic devices;
- c. Recreational therapy;
- d. Physical and occupational therapy;
- e. Speech, language, and hearing therapy;

- f. Psychiatric, psychological, and social services including positive behavior management;
 - g. Assessment for determining eligibility and vocational rehabilitation needs;
 - h. Rehabilitation technology;
 - i. Job development, placement, and retention services;
 - j. Evaluation or control of specific disabilities;
 - k. Orientation and mobility services for individuals who are blind;
 - l. Extended employment;
 - m. Psychosocial rehabilitation services;
 - n. Supported Employment services and extended services;
 - o. Services to family members when necessary to the vocational rehabilitation of the individual;
 - p. Personal assistance services; and/or
 - q. Services similar to the services described in a. through p.
2. Providers of Comprehensive Services for Independent Living

Providers of comprehensive services for independent living means providers of any appropriate combination of services to meet the independent living rehabilitation needs of individuals with significant disabilities which will enhance the ability of an individual with disabilities to live independently and function within the family and community and, if appropriate, secure and maintain appropriate employment (Sec. 702(b) of the Act).

3. Other Providers of Services

Other providers of services include vendors who provide other goods and services such as health care services, psychological services, etc.

III. STANDARDS:

It is expected that all Community Rehabilitation Programs and other providers of services including Comprehensive Services for Independent Living will comply with standards assuring safety, qualified staff, and adherence to applicable federal and state laws and licensing requirements in the provision of services to clients of the Office of Rehabilitation Services.

The Rhode Island Office of Rehabilitation Services encourages Community Rehabilitation Programs to obtain accreditation from the Commission on Accreditation of Rehabilitation Facilities (CARF) and utilizes written CARF standards as a guideline for Rhode Island standards. The Rhode Island Office of Rehabilitation Services also expects that applicable licenses be obtained from other state agencies such as Mental Health, Retardation, and Hospitals.

A. Programs and Services

Community Rehabilitation Programs and Providers of Comprehensive Independent Living Services must comply with the following:

1. Program staff must demonstrate that they have relevant education or experience to provide the service, or that another staff member with such qualifications supervises and trains the employee(s).
 - a. Staff must be available to develop or update skills if required by the Office of Rehabilitation Services.
2. Programs must show evidence of client choice and involvement in planning for rehabilitation programs. In addition, client satisfaction must be assessed.
3. Programs which have a workshop component in the provision of rehabilitation services must meet minimum standards for health and working conditions.
4. Wages paid to individuals with disabilities who are employed through community rehabilitation programs must be established in accordance with the Fair Labor Standards Act.
5. Programs must have physical plants which meet health and safety standards and provide a safe environment for individuals receiving services including:
 - a. Health and sanitation provisions in food handling;
 - b. Adequately ventilated environment which is free of air pollutants and other toxic contaminants;
 - c. Emergency warning systems, emergency plans, and means of egress;
 - d. Fire protection;
 - e. Work equipment and tools in safe working order;
 - f. A designated individual responsible for safety and health;
 - g. Posted safety rules and practices; at least one individual certified in administering first aid, CPR, Heimlich procedure;
 - h. Liability insurance and worker's compensation to cover individuals working in the workshop; and

- i. Assurance that medical and related health services provided in the facility are under the supervision of persons licensed to provide or supervise provision of these services in Rhode Island.

B. Accessibility of Facilities

Community Rehabilitation Programs, Comprehensive Services for Independent Living, and other providers of services must have physical plants which meet uniform federal and state accessibility standards. Any facility in which vocational rehabilitation services are provided must be accessible to individuals receiving services and must comply with the requirements of the Architectural Barriers Act of 1968, the Uniform Accessibility Standards and their implementing regulations in 41 CFR part 101, subpart 101-19.6, the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act.

C. Personnel Standards

Community Rehabilitation Programs, providers of Comprehensive Services for Independent Living, and other providers of services:

1. Must use qualified personnel, in accordance with any applicable national or State-approved or recognized certification, licensing, or registration requirements, or in the absence of these requirements, other comparable requirements including state personnel requirements, that apply to the profession or discipline in which that category of personnel is providing services.
2. Must include among their personnel, or obtain the services of, individuals able to communicate in the native languages of applicants and eligible individuals who have limited English speaking ability.
3. Must ensure that appropriate modes of communication are used for all applicants and eligible individuals.

D. Affirmative Action

Community Rehabilitation Programs, providers of Comprehensive Services for Independent Living, and other providers of services must have a written affirmative action plan which provides for specific action steps, timetables, and complaint and enforcement procedures in the hiring and advancement of qualified persons with disabilities.

E. Non-discrimination

Community Rehabilitation Programs, providers of Comprehensive Services for Independent Living, and other providers of services must comply with provision of Section 504 of the Rehabilitation Act of 1973 as amended and Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Age Discrimination Act (34 CFR 76.500), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

F. Fraud, Waste and Abuse

Community Rehabilitation Programs, providers of Comprehensive Services for Independent Living, and other providers of services must have adequate and appropriate policies and procedures to prevent fraud, waste, and abuse.

G. Client Assistance Program (CAP)

Community Rehabilitation Programs, providers of Comprehensive Services for Independent Living, and other providers of services must inform clients of the existence and availability of CAP.

IV. PROCEDURES:

A. The Standards are incorporated into the State Plan for Community Rehabilitation Programs.

B. The Standards are disseminated to all Community Rehabilitation Programs, providers of Comprehensive Services for Independent Living, and other service providers. Training relating to these standards will be provided upon request.

C. ORS will monitor community rehabilitation programs to ensure understanding of and adherence to standards. Training will be provided, if necessary, to insure compliance.

D. Those providers of Comprehensive Services for Independent Living who subcontract for services with other providers will ensure that there is an understanding of and agreement to comply with these standards.

E. Community Rehabilitation Programs and other providers of services must be approved by ORS to provide specific services.

F. Community Rehabilitation Programs and providers of Comprehensive Services for Independent Living which do not meet minimum federal and state accessibility standards must present a plan of action with timetables to comply. ORS will determine if provisional certification can be made.



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Department of Human Services Office of Rehabilitation Services*

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CONFIDENTIALITY AGREEMENT

As a vendor of the Department of Human Services, Office of Rehabilitation Services, I am aware that I may have access to ORS client information. I am aware that all records pertaining to the administration of rehabilitation services to clients of ORS constitute confidential governmental information. I am also aware that I, and any employee of my organization must safeguard these restricted records against unauthorized use, release or disclosure of information for any purposes not directly connected with the administration of the ORS related program. Lastly, I, and any of my employees are aware that any willful disclosure of client information for purposes other than those directly connected with the administration of the ORS program constitutes a violation of 45 C.F.R. 164.502 (e) and 164.504 (e), governing Protected Health Information and Business Associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d.

Acknowledged and agreed to by:

Signature

Title

Date

BUSINESS ASSOCIATE AGREEMENT ADDENDUM

Except as otherwise provided in this Business Associate Agreement Addendum, _____ (insert name of Business Associate), (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, 162 and 164, hereinafter referred to as the Privacy and Security Rules and patient confidentiality regulations, and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (HITECH Act) and any regulations adopted or to be adopted pursuant to the HITECH Act that relate to the obligations of business associates, Rhode Island Mental Health Law, R.I. General Laws Chapter 40.1-5-26, and Confidentiality of Health Care Communications and Information Act, R.I. General Laws Chapter 5-37.3-1 et seq. Business Associate recognizes and agrees it is obligated by law to meet the applicable provisions of the HITECH Act.

1. Definitions

- A. "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, 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 member 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 member 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 member 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 and 45 CFR Part 164, 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 XIII 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 receive 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 and 162, and Part 164, Subparts A and C. The application of Security provisions Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations shall apply to Business Associate of Covered Entity in the same manner that such sections apply to the Covered Entity.

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. "Vendor 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.

ii. 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, subcontractors, 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 members of its workforce; implement policies and procedures to prevent those workforce members 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 members, 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 Business Associate shall ensure that any agent, contractor, subcontractor, etc., to whom Business Associate provides such PHI, agrees in writing to implement reasonable and appropriate safeguards to protect such PHI. Business Agent shall retain the original writing.

vi. 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.

vii. 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 subcontractors, 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 subcontractor, employee or agent is 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 subcontractors 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 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. 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 subcontractors 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. 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 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, 164.526, and 164.528 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. 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 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 subcontractors, 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 subcontractors, 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 subcontractors 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 subcontractors of Business Associate. The duty of the Business Associate and its agents and subcontractors 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. Subcontractors and Agents. The Business Associate will require any of its subcontractors 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 subcontractor 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(j)(1).

4. Obligations of Covered Entity.

A. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, 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, 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 subcontractor 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 contractor, 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 Contractor acknowledges and agrees that the HITECH Act and its implementing regulations impose new requirements with respect to privacy, security and breach notification and contemplates that such requirements shall be implemented by regulations to be adopted by the 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 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.

Acknowledged and agreed to by:

STATE OF RHODE ISLAND:

MELBA DEPEÑA AFFIGNE, DIRECTOR
R.I. DEPARTMENT OF HUMAN
SERVICES

AUTHORIZED AGENT/SIGNATURE

TITLE: _____

Date

Print Name

Date