



REQUEST FOR PROPOSALS

RHODE ISLAND DEPARTMENT OF HEALTH
Center for HIV, Hepatitis, STD, and TB Epidemiology

Title of Agreement: HIV Prevention and Testing Services

Applications are due at:

*Rhode Island Department of Health
Attention: Thomas Bertrand, MPH, Chief
Center for HIV, Hepatitis, STD, and TB Epidemiology
3 Capitol Hill, Room 106
Providence, RI 02908*

By 1:00pm (est) on Friday, September 7, 2018

Questions concerning this solicitation must be e-mailed no later than Friday, August 10, 2018 to Valentina Adamova, MBA, Prevention Program Manager at the Department of Health at: valentina.adamova@health.ri.gov Questions should be submitted in a Microsoft Word attachment and reference "RFP: HIV Prevention and Testing Services" on all correspondence. Questions received, if any, will be posted on the RIDOH Website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

No other communication with State parties regarding this RFP will be permitted.

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REQUEST FOR PROPOSALS

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HIV Prevention and Testing Services

SECTION 1: INTRODUCTION

The Rhode Island Department of Health (RIDOH), Center for HIV, Hepatitis, STD and TB Epidemiology is soliciting proposals from community based (i.e., non-medical), non-profit and public agencies to implement the HIV Prevention and Testing Services, in accordance with the terms of this Request for Proposals (“RFP”) and the State’s General Conditions of Purchase, which may be obtained at the Division of the Purchases’ website at www.purchasing.ri.gov.

Funding is available through appropriations from the Rhode Island General Assembly and the Centers for Disease Control and Prevention (CDC). The initial 12-month project period is expected to begin approximately January 1, 2019 and continue through December 31, 2019. RIDOH would like to fund up to four agencies for this project. The project may be renewed for up to two (2) consecutive 12-month periods at the exclusive option of RIDOH based upon the agency(ies) performance and availability of funds. All applicant agencies are required to include a verifiable ten percent (10%) in-kind match.

Applicants are encouraged to submit collaborative applications to enhance their outreach and service delivery. The funding determinations for collaborative applications will be based on: 1) need to collaborate and enhanced value of the scope of work upon collaboration; 2) increased geographic outreach statewide and enhanced service delivery; and 3) cost-effectiveness of the budget submitted. RFP applicants are encouraged to become familiar with CDC’s National HIV/AIDS Strategy (NHAS) (<https://www.cdc.gov/hiv/policies/nhas.html>) and the 2007-2016 Rhode Island HIV epidemiology trends (www.health.ri.gov/data/hiv).

This is a Request for Proposals, not a Request for Quotes. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to cost; there will be no public opening and reading of responses.

Instructions and Notification to applicant entity:

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFP are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.

3. All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content, shall be borne by the vendor. The State assumes no responsibility for these costs even if the RFP is cancelled or continued.
4. Proposals are considered to be irrevocable for a period of not less than 180 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated in the proposal.
6. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.
7. The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.
8. Vendors are advised that all materials submitted to the Division of Purchases for consideration in response to this RFP may be considered to be public records as defined in R. I. Gen. Laws § 38-2-1, et seq. and may be released for inspection upon request once an award has been made.

Any information submitted in response to this RFP that a vendor believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the Division of Purchases may release records marked confidential by a vendor upon a public records request if the State determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature.

9. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
10. By submission of proposals in response to this RFP vendors agree to comply with R. I. General Laws § 28-5.1-10 which mandates that contractors/subcontractors doing business with the State of Rhode Island exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

Vendors are required to ensure that they, and any subcontractors awarded a subcontract under this RFP, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

Vendors and subcontractors who do more than \$10,000 in government business in one year are prohibited from engaging in employment discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability, and are required to submit an "Affirmative Action Policy Statement."

Vendors with 50 or more employees and \$50,000 or more in government contracts must prepare a written "Affirmative Action Plan" prior to issuance of a purchase order.

- a. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.
- b. Vendors further agree, where applicable, to complete the "Contract Compliance Report" (<http://odeo.ri.gov/documents/odeo-eeo-contract-compliance-report.pdf>), as well as the "Certificate of Compliance" (<http://odeo.ri.gov/documents/odeo-eeo-certificate-of-compliance.pdf>), and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order. For public works projects vendors and all subcontractors must submit a "Monthly Utilization Report" (<http://odeo.ri.gov/documents/monthly-employment-utilization-report-form.xlsx>) to the ODEO/State Equal Opportunity Office, which identifies the workforce actually utilized on the project.

For further information, contact the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via e-mail at Krystal.Waters@doa.ri.gov.

11. In accordance with R. I. Gen. Laws § 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).
12. In accordance with R. I. Gen. Laws §§ 37-14.1-1 and 37-2.2-1 it is the policy of the State to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs) and to support the fullest possible participation of small disadvantaged businesses owned and controlled by persons with disabilities (Disability Business Enterprises a/k/a "DisBE")(collectively, MBEs, WBEs, and DisBEs are referred to herein as ISBEs) in the performance of State procurements and projects. As part of the evaluation process, vendors will be scored and receive points based upon their proposed ISBE utilization rate in accordance with 150-RICR-90-10-1, "Regulations Governing Participation by Small Business Enterprises in State Purchases of Goods and Services and Public Works Projects". As a condition of contract award vendors shall agree to meet or exceed their proposed ISBE utilization rate and that the rate shall apply to the total contract price, inclusive of all modifications and amendments. Vendors shall submit their ISBE participation rate on the enclosed form entitled "MBE, WBE and/or DisBE Plan Form", which shall be submitted in a separate, sealed envelope as part of the proposal. ISBE participation credit will only be granted for ISBEs that are duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity or firms certified as DisBEs by the Governor's Commission on Disabilities. The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. Information regarding DisBEs may be accessed at www.gcd.ri.gov.

For further information, visit the Office of Diversity, Equity & Opportunity's website, at <http://odeo.ri.gov/> and see R.I. Gen. Laws Ch. 37-14.1, R.I. Gen. Laws Ch. 37-2.2, and 150-RICR-90-10-1. The Office of Diversity, Equity & Opportunity may be contacted at, (401) 574-8670 or via email Dorinda.Keene@doa.ri.gov

13. HIPAA - Under HIPAA, a "business associate" is a person or entity, other than a member of the workforce of a HIPAA covered entity, who performs functions or activities on behalf of, or provides

certain services to, a HIPAA covered entity that involves access by the business associate to HIPAA protected health information. A “business associate” also is a subcontractor that creates, receives, maintains, or transmits HIPAA protected health information on behalf of another business associate. The HIPAA rules generally require that HIPAA covered entities and business associates enter into contracts with their business associates to ensure that the business associates will appropriately safeguard HIPAA protected health information. Therefore, if a Contractor qualifies as a business associate, it will be required to sign a HIPAA business associate agreement

1. Eligible Entity - In order to perform the contemplated services related to the Rhode Island Health Benefits Exchange (HealthSourceRI) , the vendor hereby certifies that it is an “eligible entity,” as defined by 45 C.F.R. § 155.110, in order to carry out one or more of the responsibilities of a health insurance exchange. The vendor agrees to indemnify and hold the State of Rhode Island harmless for all expenses that are deemed to be unallowable by the Federal government because it is determined that the vendor is not an “eligible entity,” as defined by 45 C.F.R. § 155.110.

SECTION 2: CONTRACTOR AND SUBRECIPIENT DETERMINATION AND REQUIREMENTS

The term applicant entity is indicated throughout the RFP as a general term to cover sub-recipients and contractors. RIDOH has determined that the nature of the relationship in which RIDOH will enter in as a result of the RFP is a:

X Sub-recipient Contractor

Definitions can be found on Appendix J.

For sub-recipient relationships, the following items are required to be submitted or acknowledged as part of a responsive proposal:

- DUNS Number**
- Active registration in the federal System for Award Management (SAM)**

A hard copy of your organizational SAM registration must be included in your proposal.

If an agency has more than one DUNS number, please use the DUNS number associated where the primary place of performance will take place.

Instructions to print out your organizational DUNS registration:

1. Go to the SAM web site at <https://www.sam.gov>
2. Select Search Records
3. Enter your DUNS number in the DUNS Number Search box, and select Search
4. On the search results, click the View Details box for your entity
5. On the left menu, select Entity Record
6. Select the Print button on the right to make a hard copy of the record

If your organization does not currently have a DUNS number, please follow the instructions below to obtain a DUNS number and register your organization in SAM prior to submitting your proposal.

STEP 1: Obtain DUNS Number

If requested by phone (1-866-705-5711), DUNS is provided immediately. If your organization does not

have one, you will need to go to the Dun & Bradstreet website at <http://fedgov.dnb.com/webform> to obtain the number. DUNS number Webform requests take 1-2 business days.

STEP 2: Register with SAM

If you already have a TIN/EIN, your SAM registration will take **3-5 business days** to process. If you are applying for a TIN/EIN, please allow up to 2 weeks. Ensure that your organization is registered with the System for Award Management (SAM) at <https://www.sam.gov>. If your organization is not registered, an authorizing official of your organization must register. SAM registration takes three to five business days or up to two weeks. When your registration is complete, follow the instructions above to print your registration record and include it in your proposal.

SECTION 3: BACKGROUND AND PURPOSE

Background

HIV counseling and testing is a critical point of entry to HIV prevention services and can facilitate early linkage to medical care for those identified to be HIV-positive. Additionally, by assessing HIV status and risks for other health issues, including viral hepatitis, counseling and testing may promote risk reduction and behavior change, thereby contributing to the reduction of HIV, Sexually Transmitted Infections (STIs), and Viral Hepatitis transmission.

RIDOH is committed to creating programs that meet the needs of target populations and respond to interesting trend data. RIDOH is responsible for setting a plan and an agenda for HIV/viral hepatitis prevention in the state. To that end, RIDOH continually supports and researches many assessments regarding emergent populations whom are at high risk for acquiring and transmitting HIV, STIs and viral hepatitis. Case surveillance of AIDS was initiated in Rhode Island in 1983, and HIV surveillance began in 1989. Blood tests were developed to identify Hepatitis B in 1963 and surveillance began in 1978. Hepatitis C virus was identified and named in 1988; in 1992, a blood test became available and surveillance began. Surveillance systems provide information on risk factors, patient demographics, and the clinical manifestations of disease over time.

Since January 2006, community organizations providing HIV testing services have been funded to expand testing services to include Hepatitis B and C testing and preventive Hepatitis A & B immunizations. In addition, RIDOH has provided community organizations with capacity building and support for HIV/HCV rapid testing. Bundling Hepatitis C testing with HIV testing is an efficient strategy due to observed co-infections of HIV and Hepatitis. It is known 25-30% of HIV-infected persons are co-infected with HCV, and 50-90% of injection users are HCV infected.

Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals that will enable the RIDOH, Center for HIV, Hepatitis, STDs & TB to select the most qualified applicants who can demonstrate that they can integrate:

1. HIV and Hepatitis C counseling, testing, and referral (CTR) services;
2. Immediate linkage to HIV/viral hepatitis medical care; and
3. Condom distribution.

Applicants must use innovative and expanded outreach strategies to recruit and/locate high risk individuals and disproportionately impacted populations, and must provide services in areas of geographic need at locations and times that promote access to these populations. Priority populations for integrated HIV and viral hepatitis prevention services are men who have sex with men (MSM),

African American and Hispanic men and women, and Baby Boomers (individuals born between the years 1945 and 1965) for Hepatitis C only. The Centers for Disease Control and Prevention estimates that there are 280 individuals living with undiagnosed HIV infection in Rhode Island. It is estimated that 200 of these 280 individuals are MSM. The intent of this request for proposals is to provide targeted outreach and Comprehensive HIV Prevention with program plans that comply with the National HIV/AIDS Strategy (NHAS).

The goals of Comprehensive HIV Prevention are as follows:

- To increase the number of persons at risk of infection with HIV and/or Hepatitis C (HCV) who know their statuses
- To reduce the number of undiagnosed and untreated HIV and HCV infections
- To focus testing in the populations and geographical areas of greatest need based on the 2016 epidemiological profile (<http://www.health.ri.gov/publications/bytopic.php?parm=HIV>)
- To promote proactive condom distribution
- To attain a goal of 1.0 percent HIV positivity rate annually
- To ensure immediate linkage to HIV/viral hepatitis medical care for newly diagnosed and previously diagnosed individuals
- To provide supportive referral services to improve the health and quality of life for HIV- and HCV-infected persons
- To implement an innovative and new outreach strategy to reach undiagnosed HIV-positive persons and high-risk negative persons who do not currently access prevention services

SECTION 4: SCOPE OF WORK AND REQUIREMENTS

General Description

Rhode Island agencies with experience providing health, drug treatment, and/or other social services to the populations described in this application are eligible to submit proposals in accordance with this RFP. Applicants are asked to address the targeted populations previously stated. All applicants must have the capacity to provide HIV/viral hepatitis counseling, testing, and referral services implemented in accordance with the National HIV/AIDS Strategy as a means of emphasizing the importance of universal testing of populations, particularly those unaware of their status. Include specific methods as per National HIV/AIDS Strategy (NHAS) in all proposals as to demonstrate how your testing programs will meet the needs of NHAS <http://www.whitehouse.gov/administration/eop/onap/nhas/>).

All applicants must provide outreach, HIV/viral hepatitis education pertaining to transmission and risk factors, condom distribution, testing, counseling, referrals, and linkage to care services. All applicants must demonstrate the capacity to meet the following criteria:

1. Provide HIV Testing, Counseling and Referral Services in non-medical settings as specified by the CDC guidelines for testing (<https://www.cdc.gov/hiv/guidelines/testing.html>). All agencies must submit a plan that:
 - a. creates a baseline of target populations based upon past experience in testing populations;
 - b. predicts goals and objectives regarding how to isolate and test high risk and disproportionately impacted populations;
 - c. creates outcome goals (i.e., # tests conducted) associated with meeting targeted populations;

- d. maintains relationships with area HIV/viral hepatitis care providers;
 - e. establishes relationships with partner organizations to reach high-risk individuals; and
 - f. establishes a process for completion of all HIV/viral hepatitis Reporting Forms, data entry in Evaluation Web, and timely billing information with appropriate documentation.
2. Ensure immediate linkage to care for all individuals who test HIV/HCV positive. All agencies must submit a plan that:
 - a. describes activities related to secondary prevention counseling;
 - b. specifies procedures for timely confirmatory test and provision of test results;
 - c. includes procedures for notification to RI DOH within 4 days of confirmed positive test results;
 - d. specifies procedures for immediate referral and linkage to medical care for clients who are confirmed to be HIV/HCV-positive;
 - e. includes supported referrals to medical care (i.e. scheduling of intake appointments, arranging transportation to intake appointments, accompanying clients to medical intake appointment); and
 - f. establishes a process for documentation of all activities and outcomes using reporting forms provided by RIDOH.
 3. Offer condoms, safer sex supplies, and educational literature for distribution free of charge to the general public at all fixed CTR sites. All agencies must specify a plan that:
 - a. develops partnerships with three non-health care venues where condom distribution is to be conducted;
 - b. ensures tracking mechanisms that account for the total number of condoms distributed; the demographics of the populations served by each site; the number of condoms distributed to HIV-positive individuals, and number of condoms distributed to high risk negatives (MSM, IDU, Youth, etc.); and
 - c. utilizes RIDOH developed and approved marketing materials (condom distribution and prevention message marketing materials will be provided by RIDOH at no cost to funded applicants).
 4. Provide comprehensive HIV/viral hepatitis prevention services to disproportionately impacted populations and individuals at high-risk for HIV/viral hepatitis by utilizing non-traditional outreach strategies and partnering with organizations/institutions that include extended and expanded testing hours. Agencies must submit a plan that:
 - a. utilizes recent epidemiological data to direct outreach strategies;
 - b. offers late night and weekend services; and
 - c. offers services in venues and areas where high-risk individuals gather.

Requirements

1. All agencies shall offer targeted Comprehensive HIV/viral hepatitis Prevention Services to high-risk individuals and persons from disproportionately impacted populations as defined in **Appendix B (High Risk Individuals and Disproportionately Impacted Populations)**.
2. All agencies must ensure that qualified staff is employed to:
 - a. supervise administrative staff and all staff offering direct service to clients;
 - b. provide rapid HIV and HCV testing services;
 - c. schedule a confirmatory test and first medical appointment (as appropriate) for clients confirmed to be HIV/HCV-positive;
 - d. provide or arrange transportation for confirmatory testing, medical intake appointment,

- and accompany client to first medical appointment; and
 - e. enter data into EvaluationWeb and maintain hard copies of data collected for the reporting system on forms provided by RIDOH.
3. All agencies must have procedures in place on client confidentiality that is consistent with Health Insurance Portability and Accountability Act (HIPAA) requirements. They must assure that client records (paper and/or computer) and other confidential information are kept in locked file cabinets or secured computers with access only to staff who are directly involved with client services.
 4. All agencies must provide written notification of staff changes to the RI DOH contract officer within two weeks.
 5. All agencies must submit educational materials to RI DOH for review as required in 57 Federal Register 26742. In accordance with federal regulations, all materials used in HIV prevention contracts through RI DOH are subject to review by the HIV Prevention Program Materials Review Committee at RIDOH. Some materials may be exempt from review (e.g., event flyers/posters and materials pre-approved by the CDC). The Materials Review Coordinator shall make a decision regarding possible exemption, after discussion with an agency representative. Examples of materials that need to be submitted by agencies are written materials (e.g., pamphlets, brochures, and Web-based written materials), pictorials (e.g., posters and similar educational materials using photographs, slides, drawings, or paintings), audiovisuals (e.g., videos), survey instruments, and educational sessions (curricula).
 6. All agencies must participate in quarterly Integrated RIDOH Rapid Testing Vendors Meeting.

Objectives

All vendors are expected to achieve the following program objectives that will be assessed through counseling and testing data submitted through EvaluationWeb and/or directly to RIDOH:

HIV Counseling, Testing, and Referral

1. Demonstrate that at least 90 percent of all persons tested for HIV are high-risk individuals or members of disproportionately impacted populations, as defined previously.
2. Demonstrate that 100 percent of HIV-positive clients identified by the agency are notified of their test results.
3. Demonstrate that 100% of clients that have a preliminary positive rapid HIV test result are reported to the RIDOH.
4. Demonstrate that 100 percent of preliminary HIV-positive clients receive a confirmatory test and their results within 10 days of rapid reactive test.

Immediate Linkage to HIV Medical Care

1. Demonstrate that 100 percent of confirmed HIV-positive clients are referred to follow-up medical care.
2. Demonstrate that 90 percent of HIV-positive clients attend their first medical appointment within 15 days of confirmed positive test result.
3. Demonstrate that 100 percent of confirmed HIV-positive clients lost to follow-up, and not linked to care, are referred to RIDOH's Return to Care Program.

HCV Counseling, Testing, and Referral

1. Demonstrate that 100 percent of all persons tested for HCV are individuals who have engaged in behaviors that put them at risk for acquiring HCV, as defined previously.
2. Demonstrate that at least 85 percent of clients tested for HCV receive their test results and a post-test counseling session.
3. Demonstrate that 85 percent of Hepatitis C clients with positive EIA screening tests are referred

for follow-up/confirmatory testing to determine the need for treatment.

Condom Distribution

1. Demonstrate that 100 percent of all individuals tested are offered free condoms (and/or other barrier methods) and educational materials at all CTR locations. These materials may include but are not limited to: brochures, dental dams, lubricants, male (external) condoms, finger condoms, and female (internal) condoms.
2. Establish ongoing partnerships with a minimum of three non-health care venues where condom distribution is implemented and maintained.
3. Demonstrate 100 percent adherence and utilization of RIDOH's approved and provided promotional materials, such as: window clings, signage, posters, pamphlets, digital marketing components and other materials, for condom distribution locations.

Plan for Racial, Ethnic, and Other Minorities

Establish and implement a plan for racial, ethnic and other minorities (e.g., gay, lesbian, transgender, queer, questioning) such that equity is achieved among populations. Minority communities are disproportionately affected and infected by HIV, AIDS and viral hepatitis according to disease data. The racial and ethnic populations identified by the OMB Directive 15 are African Americans, Native Americans, Latinos/Hispanics, and Asian Americans. The collective set of **Culturally and Linguistically Appropriate Services (CLAS)** mandates, guidelines, and recommendations issued by the HHS Office of Minority Health is intended to inform, guide and facilitate required and recommended practices related to culturally, linguistically and developmentally appropriate health services.

Testing Staff and HIV/HCV Rapid Testing Site Requirements

1. Applicants using rapid testing must have a written policy in place for managing rapid testing in non-laboratory settings including a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver (www.cms.hhs.gov/clia).
2. A collaborative agreement must be included in the appendices with an agency that will be conducting confirmatory testing (i.e., Western Blot or any approved confirmatory test) for clients testing HIV positive with rapid testing, bio-waste and sharps disposal, as well as the required waiver to be submitted under state law/regulations.
3. All staff associated with the interventions must commit to be trained in Integrated Communicable Diseases 101 (ICD 101) and have a firm understanding of the HIV, STIs and viral hepatitis Disease information that they can convey to clients.
4. Certification for Qualified Professional Test Counselor is required for the administration of testing. Applicants' staffs conducting HIV rapid testing must complete the Qualified Professional Test Counselor Course, pass the course exam, and pass the practicum. Supervisory staff will routinely monitor and evaluate the staff's proficiency to provide test counseling using Quality Assurance standards set by RIDOH and assure that all test counselors have current certification.

Establish and Implement Referral / Linkage / Tracking Mechanisms

Activities associated with meeting the National HIV/AIDS Strategy (NHAS) include:

- early identification of high-risk individuals and persons from disproportionately impacted populations via universal, routine testing;
- ability to articulate a plan of referrals and linkages for high-risk individuals and persons from disproportionately impacted populations; and
- immediate, effective, and documented referral and linkage into HIV medical care.

Social determinants such as poverty, housing and literacy compound the needs associated with equity and thereby place some populations at greater risk for disease. The goal is to establish relationships with other agencies and clearly define not just the referral, but the connection or linkage to a service.

Agency (ies) will have lead responsibility to effect collaborations needed to support the project and to have a list of collaborators and engage those collaborators in agency agreements so that all who refer and link people to services are aware of their obligations. If referral mechanisms and linkages with collaborating agencies are not in place, then the likelihood of creating a seamless system to meet vulnerable client needs will not be evident to RI DOH. The CDC has made referral tracking a component to the process evaluation and the following are some elements that need to be included in Partner Linkages/Collaboration referral and tracking:

- Formalize and nurture linkages by specific, written “collaborative” agreement between agencies so that gaps in services such as access to medical care and substance use treatment can be addressed.
- Develop written program/participant eligibility criteria to share with collaborative organizations to ensure appropriate referrals/linkages.
- Maintain a referral and linkage plan with written up-to-date contact information on “collaborative” organizations (i.e. current staff names and telephone numbers).
- Implement mechanisms for providing and tracking incentives to clients who reach referrals/linkages (define a successful referral and linkages to care or service).

Condom Distribution

All applicants must agree to provide comprehensive and proactive condom distribution services. Applicants must comply with the three A’s of condom distribution guidelines set forth by the CDC:

- **Availability:** Condoms and other safer sex supplies should be available in a myriad of locations and location types across the state. Each vendor(s) is required to distribute condoms and prevention materials (pamphlets, marketing, and other safer sex supplies); and utilize RIDOH’s condom window clings identifying venues with free condom distribution (**Appendix C: Condom Dispensers Marketing Clings**).
- **Accessibility:** Condom distribution must be accessible to the public by providing free condoms that are conveniently situated in multiple locations. These locations and venues must allow access during peak times of risk behavior, including evenings, nights, weekends, holidays and in locations in areas where high risk populations frequent.
- **Acceptability:** Ensure that the norms within a community support the use and types of condoms by producing products that are popular and supported by opinion leaders and public figures. All marketing and promotional materials for condom distribution and prevention messages should be appropriate to the populations being served and should be vetted through RIDOH.

Cultural and Linguistically Appropriate Services (CLAS) in Health in Health Care

Health Equity

When all people have "the opportunity to 'attain their full health potential' and no one is 'disadvantaged from achieving this potential because of their social position or other socially determined circumstance'"

Cultural Competence

Culture is the blended patterns of human behavior that include "language, thoughts, communications, actions, customs, beliefs, values, and institutions of racial, ethnic, religious, or social groups." Cultural competence is "a set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals that enables effective work in cross-cultural situations." "Competence" in the term cultural competence implies that an individual or organization has the capacity to function effectively "within the context of the cultural beliefs, behaviors, and needs presented by consumers and their communities."

Limited English Proficiency

Under the authority of Title VI of the Civil Rights Act of 1964, Presidential Executive Order No. 13166 requires that recipients of federal financial assistance ensure meaningful access by persons with limited English proficiency (LEP) to their programs and activities. A 2002 report from the U.S. Department of Justice, *Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, provides guidance on uniform policies for all federal agencies to implement Executive Order No. 13166. Further, the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS): A Blueprint for Advancing and Sustaining CLAS Policy and Practice issued by the United States Department of Health and Human Services, Office of Minority Health in 2013 are intended to advance health equity, improve quality and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. The national CLAS standards provide guidance on cultural and linguistic competency with the ultimate goal of reducing racial and ethnic disparities.

Effective immediately, all applicant entities who contract with RIDOH must perform the following tasks and provide documentation of such tasks upon request of a RIDOH employee:

1. The supports and services provided by applicant entity shall demonstrate a commitment to linguistic and cultural competence that ensures access and meaningful participation for all people in the service area or target population. Such commitment includes acceptance and respect for cultural values, beliefs and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of supports and services. The applicant entity shall have an education, training and staff development plan for assuring culturally and linguistically appropriate service delivery.
2. The applicant entity shall have a comprehensive cultural competency plan that addresses the following: 1) the identification and assessment of the cultural needs of potential and active clients served, 2) sufficient policies and procedures to reflect the agency's value and practice expectations, 3) a method of service assessment and monitoring, and 4) ongoing training to assure that staff are aware of and able to effectively implement policies.
3. The applicant entity shall have a plan to recruit, retain and promote a diverse staff and leadership team, including Board members, representative of the demographic characteristics of the populations served.
4. The applicant entity shall assure equal access for people with diverse cultural backgrounds and/or limited English proficiency, as outlined by the Department of Justice, *Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*. Sub-recipient shall provide language assistance services (i.e. interpretation and translation) and interpreters for the deaf and hard of hearing at no cost to the client.

National Standards are intended to advance health equity, improve quality, and to help eliminate health care disparities by establishing a blueprint for health and health care organizations to:

A. The Principle Standard:

1. Provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs.

B. Governance, Leadership, and Workforce:

2. Advance and sustain organizational governance and leadership that promoted CLAS and Health equity through policy, practice, and allocated resources

3. Recruit, promote, and support a culturally and linguistically diverse governance, leadership, and workforce that are responsive to the population in the service area.
4. Educated and trains governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis

C. Communication and language assistance:

5. Offer Language Assistance to individuals who have limited English proficiency and/or offer communication needs, at no cost to them, to facilitate timely access to all health care services
6. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
7. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minor as interpreters should be avoided.
8. Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by populations in the service area.

D. Engagement, Continuous Improvement, and Accountability:

9. Establish cultural and linguistically appropriate goals, policies and management accountability, and infuse them throughout the organization's planning and operations.
10. Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS-related measures into assessment measurement and continuous quality improvement activities.
11. Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of CLAS on health equity and outcomes and to inform service delivery.
12. Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area.
13. Partner with the community to design, implement and evaluate policies, practices and services to ensure cultural and linguistic appropriateness.
14. Create conflict- and grievance-resolution processes that are culturally and linguistically appropriate to identify, prevent and resolve conflicts or complaints.
15. Communicate the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents and the general public.

For additional information and resources regarding CLAS standards can be accessed here:

<https://www.thinkculturalhealth.hhs.gov/clas>

Applicant Entity Responsibilities

Applicant entity must review Appendix K - RIDOH Contract Terms & Conditions. By submitting a responsive proposal, the contractor is agreeing to these terms and conditions which will be part of your RIDOH contract should one be awarded.

SECTION 5: PROPOSAL

A. Technical Proposal

This RFP contains the administrative procedures and instructions for preparation and submission of a proposal. Proposals documents shall be single-spaced with 1" margins on white 8.5"x 11" paper using a font of 12-point Calibri or 12-point Times New Roman. Applications should not to exceed page limitations as specified below.

Applicants must complete **APPENDIX D (Proposal Checklist)**. Applications that do not contain all required information listed on the checklist will not pass the first phase of a technical review and will not be eligible for the final review process and funding.

The proposal must be submitted in the following sequence:

Proposal Checklist (1 page)

Complete **Appendix D (Proposal Checklist)**

Title Page (1 page)

Complete **Appendix E (Title Page)**

Cover Letter (1 page)

On agency letterhead, include a cover letter from the agency's Board of Directors demonstrating their support for the proposal. This letter should indicate that you have discussed your proposal with your agency board of directors and that the board of directors and applicant agrees to follow the RIDOH's guidelines and concur that the application is consistent with the agency's prevention mission and goals.

Table of Contents (1 page)

List all the section titles with page numbers including attachments.

Project Summary (1-2 pages)

Provide a summary of the project's intervention and overall key points. Include HIV/viral hepatitis Counseling and Testing Services, linkage to care, and condom distribution.

Organizational Background (2 pages)

Describe your agency in terms of its history conducting HIV and viral hepatitis prevention and testing programs, as well as success in identifying undiagnosed individuals who are HIV-positive. Describe your agency's commitment to conducting HIV prevention efforts in Rhode Island through community events, planning, and other activities. Describe any other efforts and initiatives that your agency conducts as it relates to HIV and viral hepatitis prevention, such as websites, partnerships, and special projects.

Plan to Provide Services to Racial and Ethnic Minority Populations and Equity (2 pages)

Using the mandated standards in the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health Care.

Scope of Work

- **Goals and Objectives (5 pages)**

The objectives and activities must demonstrate how the intervention's core elements associated with Comprehensive HIV Prevention Services will be implemented and maintained. List project goal(s) and objectives for process and outcome monitoring. Objectives need to be specific, measurable, achievable, realistic, and time-oriented (SMART). It is strongly recommended the applicant develop their goals and objectives by identifying the SMART process for each goal and objective. Please include estimates of number of people to be tested by risk group and/or test setting, as well as HIV positivity rates.

- **Approach/Project Work Plan (5 pages)**

Describe how the objectives will be achieved by the day-to-day functions of the intervention staff. Activities explain what services the intervention will provide to accomplish its objectives. Detail the entire scope of integrated prevention activities including but not limited to:

- Who is the target audience and how many do you propose to serve?
- What organizations/institutions will be partners?
- In what settings will testing and condom distribution take place?
- How will services be promoted and marketed to at-risk populations?
- What materials, if any, will be distributed? How many and to whom?
- What types of services will be provided (e.g., outreach, education, counseling, testing, referrals and groups)?
- When they arrive to be tested, what is the protocol that is offered to the client? What staff member processes the information and how do they process it? If a person tests positive for any test given, what is the procedure for referrals? Linkages?

Referral/Linkages Plan (2 pages)

Applicant describing the linkages plan

- RIDOH does not expect community-based agencies to be able to provide all the services a client may need. Applicants are asked to identify a partner/collaborating agencies that can address the gaps in services. Proposals need to document partner/collaborating agencies. Letters of support are recommended, but not required. Letters of support should include specific activities that will be performed as a partner organization.

Evaluation and Monitoring (3-4 pages)

Describe how the agency will monitor the data collection to assure completeness, accuracy and timeliness of data reporting. Describe how the agency will measure the success of the program. Describe how client satisfaction will be measured by the agency.

Project Staff and Organization (3 pages)

The qualifications of the staff are essential to the success of a program. Name all project staff, titles, annual salary, hourly rates, and number of hours dedicated to the project.

B. Cost Proposal

Budget Worksheet and Budget Narrative (3-4 pages)

Describe the budget in detail. Include a line item budget worksheet page (**Appendix F Sample Budget Worksheet**) and a budget narrative page (**Appendix G Sample Budget Narrative Worksheet**). Both pages must be completed for Year One of the project (twelve-month period). Proposed expenses should be consistent with objective and program activities and within allowable expense categories. If during the project years, applicant will also receive funding from the other sources (whether current or future, as may be known) to support HIV/HCV testing, counseling or referral, please complete **Appendix H (Other Funding Sources Template)** to identify all such other funding sources.

Allocation of Funds

Funding allocations for HIV and viral hepatitis services are estimated based on federal and state calendar year 2018 funding levels. All allocations and subsequent awards within the project period are estimated. Actual total awards and individual contract funding levels may vary from that listed, or funding may be withdrawn completely, depending on availability of federal and state funding, and as directed by the CDC.

Applicants are advised that RIDOH is not responsible for any expenses incurred by the Applicant prior to the contract award and issuance of a purchase agreement by the Department of Administration, Division of Purchases.

Duplication of Services/Cost Avoidance

Applicants must be certain to assure RIDOH that the funds to be utilized associated with this scope of work are not duplicated in other areas of the agency. These funds are specific to the agreed upon scope of work via this contract and therefore should be utilized to service populations in need as specified in the RFP.

The Center for HIV, Hepatitis, STDs & TB Epidemiology funds via this contract are for clients with no other means of payment, the underinsured, and patients seeking anonymous testing. Applicants must have mechanisms in place for third party billing for services provided under this award. Whenever possible, applicants should attempt to seek third party reimbursement for clients who are eligible and willing to share their insurance coverage. This measure will assist leverage limited funds to service larger number of target populations.

C. ISBE Proposal

See Appendix A for information and the MBE, WBE, and/or Disability Business Enterprise Participation Plan form(s). Bidders are required to complete, sign and submit these forms with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.

SECTION 6: EVALUATION AND SELECTION

Proposals shall be reviewed by a technical evaluation committee (“TEC”) comprised of staff from State agencies. The TEC first shall consider technical proposals.

Technical proposals must receive a minimum of 60 (85.7%) out of a maximum of 70 points to advance to the cost evaluation phase. Any technical proposals scoring less than the minimum points shall not have the accompanying cost or ISBE participation proposals opened and evaluated. The proposal will be dropped from further consideration.

Technical proposals scoring the minimum points or higher will have the cost proposals evaluated and assigned up to a maximum of 30 points in cost category bringing the total potential evaluation score to 100 points. After total possible evaluation points are determined ISBE proposals shall be evaluated and assigned up to 6 bonus points for ISBE participation.

The Division of Purchases reserves the right to select the vendor(s) or firm(s) (“vendor”) that it deems to be most qualified to provide the goods and/or services as specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

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

Criteria	Possible Points
Organizational Background:	20 Points
Goals and Objectives:	10 Points
Approach/Project Work Plan:	25 Points
Evaluation and Monitoring:	10 Points
Project Staff and Organization:	5 Points
Total Possible Technical Points	70 Points

Cost Proposal*:	30 Points
Total Possible Evaluation Points	100 Points
ISBE Participation**	6 Bonus Points
Total Possible Points	106 Points

***Cost Proposal:**

The vendor with the lowest cost proposal shall receive one hundred percent (100%) of the available points for cost. All other vendors shall be awarded cost points based upon the following formula:

$$(\text{lowest cost proposal} / \text{vendor's cost proposal}) \times \text{available points}$$

For example: If the vendor with the lowest cost proposal (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly costs and service fees and the total points available are thirty (30), Vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 \times 30 = 19.5$$

****ISBE Participation Evaluation:**

a. Calculation of ISBE Participation Rate

1. ISBE Participation Rate for Non-ISBE Vendors. The ISBE participation rate for non-ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of non-ISBE vendor's total contract price that will be subcontracted to ISBEs by the non-ISBE vendor's total contract price. For example, if the non-ISBE's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs, the non-ISBE's ISBE participation rate would be 12%.
2. ISBE Participation Rate for ISBE Vendors. The ISBE participation rate for ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of the ISBE vendor's total contract price that will be subcontracted to ISBEs and the amount that will be self-performed by the ISBE vendor by the ISBE vendor's total contract price. For example, if the ISBE vendor's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs and will perform a total of \$8,000.00 of the work itself, the ISBE vendor's ISBE participation rate would be 20%.

b. Points for ISBE Participation Rate:

The vendor with the highest ISBE participation rate shall receive the maximum ISBE participation points. All other vendors shall receive ISBE participation points by applying the following formula:

$$(\text{Vendor's ISBE participation rate} \div \text{Highest ISBE participation rate}) \times \text{Maximum ISBE participation points}$$

For example, assuming the weight given by the RFP to ISBE participation is 6 points, if Vendor A has the highest ISBE participation rate at 20% and Vendor B's ISBE participation rate is 12%, Vendor A will receive the maximum 6 points and Vendor B will receive $(12\% \div 20\%) \times 6$ which equals 3.6 points.

General Evaluation:

Points shall be assigned based on the vendor's clear demonstration of the ability to provide the requested goods and/or services. Vendors may be required to submit additional written information or be asked to make an oral presentation before the TEC to clarify statements made in the proposal.

SECTION 7: PROPOSAL CONTENT

- A. One completed and signed Rhode Island W-9 (included in the original copy only) downloaded from the Division of Purchases website at <http://www.purchasing.ri.gov/rivip/publicdocuments/fw9.pdf>. Do not include any copies in the Technical or Cost proposals.
- B. Two (2) completed original and copy versions, signed and sealed Appendix A. MBE, WBE, and/or Disability Business Enterprise Participation Plan. Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation. Do not include any copies in the Technical or Cost proposals.
- C. Technical Proposal - Respond to all information as required and described in Section 5-A ("Technical Proposal") of this solicitation. The technical proposal is limited to twenty-nine (29) type-written pages (this excludes any appendices, table of contents, or resumes).
 - One (1) printed paper copy, marked "Technical Proposal -Original" and signed.
 - Six (6) printed paper copies
- D. Cost Proposal - A separate, signed and sealed cost proposal responding to all the information as required and described in Section 5-B ("Cost Proposal") of this solicitation. The cost proposal shall be submitted using the templates provided in this solicitation.
 - One (1) printed paper copy, marked "Cost Proposal -Original" and signed.
 - Six (6) printed paper copies
- Formatting of proposal response contents should consist of the following:
 - For clarity, the technical proposal and cost proposal shall be typed. These documents shall be single-spaced with 1" margins on white 8.5"x 11" paper using a font of 12-point Calibri or 12-point Times New Roman.
 - All pages on the technical proposal and cost proposal are to be sequentially numbered in the footer, starting with number 1 on the first page of the narrative (this does not include the cover page or table of contents) through to the end, including all forms and attachments. The Vendor's name should appear on every page, including attachments. Each attachment should be referenced appropriately within the proposal section and the attachment title should reference the proposal section it is applicable to.
 - a. The cost proposal shall be typed using the formatting provided on the provided template (see Appendix F-H).
 - Printed copies are to be only bound with removable binder clips.

SECTION 8: PROPOSAL SUBMISSION

Interested vendors must submit proposals to provide the goods and/or services covered by this RFP on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Department of Health, shall not be accepted.

Proposals should be mailed or hand-delivered in a sealed envelope marked "RFP# 2018RIDOH0002" to:

Rhode Island Department of Health
Center for HIV, Hepatitis, STD and TB Epidemiology
c/o Thomas Bertrand, MPH, Chief
3 Capitol Hill, Room 106
Providence, RI 02908

NOTE: Proposals received after the above-referenced due date and time shall not be accepted. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time shall be determined to be late and shall not be accepted. Proposals faxed, or emailed, to the Department of Health shall not be accepted. The official time clock is in the reception area of the Department of Health.

SECTION 9: CONCLUDING STATEMENTS

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

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The State may, at its sole option, elect to require presentation(s) by applicant entities clearly in consideration for award.

If a vendor is selected for an award, no work is to commence until a purchase order is issued by the Division of Purchases.

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

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

SECTION 10: REQUIRED ATTACHMENTS AND APPENDICES

- Attachment 1: MBE, WBE, and/or Disability Enterprise Participation Plan [Appendix A]
- Attachment 2: Copy of 501(c)(3) Non-Profit Status
- Attachment 2: A completed and signed W-9 downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov.
- Attachment 3: Staff resumes and job descriptions
- Attachment 4: DUNS number and an active registration in the federal System for Award Management (SAM)
- Attachment 5: Outcome Monitoring Measurement Tools
- Attachment 6: Signed Partner/Collaborative Agreement(s)
- Attachment 7: List of designated staff with title, name, qualification, job description, resume and copies of Qualified Professional Test Counselor (QPTC) Certification
- Attachment 8: Budget Worksheet [Appendix F]
- Attachment 9: Budget Narrative Worksheet
- Attachment 10: Other Funding Sources

Applications, which are incomplete in any material respect, will be deemed non-responsive and will not be considered

**APPENDIX A. PROPOSER ISBE RESPONSIBILITIES AND MBE, WBE, AND/OR DISABILITY BUSINESS
ENTERPRISE PARTICIPATION FORM**

1. Proposer's ISBE Responsibilities (from 150-RICR-90-10-1.7.E)

1. Proposal of ISBE Participation Rate. Unless otherwise indicated in the RFP, a Proposer must submit its proposed ISBE Participation Rate in a sealed envelope or via sealed electronic submission at the time it submits its proposed total contract price. The Proposer shall be responsible for completing and submitting all standard forms adopted pursuant to 105-RICR-90-10-1.9 and submitting all substantiating documentation as reasonably requested by either the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to the names and contact information of all proposed subcontractors and the dollar amounts that correspond with each proposed subcontract.
2. Failure to Submit ISBE Participation Rate. Any Proposer that fails to submit a proposed ISBE Participation Rate or any requested substantiating documentation in a timely manner shall receive zero (0) ISBE participation points.
3. Execution of Proposed ISBE Participation Rate. Proposers shall be evaluated and scored based on the amounts and rates submitted in their proposals. If awarded the contract, Proposers shall be required to achieve their proposed ISBE Participation Rates. During the life of the contract, the Proposer shall be responsible for submitting all substantiating documentation as reasonably requested by the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to copies of purchase orders, subcontracts, and cancelled checks.
4. Change Orders. If during the life of the contract, a change order is issued by the Division, the Proposer shall notify the ODEO of the change as soon as reasonably possible. Proposers are required to achieve their proposed ISBE Participation Rates on any change order amounts.
5. Notice of Change to Proposed ISBE Participation Rate. If during the life of the contract, the Proposer becomes aware that it will be unable to achieve its proposed ISBE Participation Rate, it must notify the Division and ODEO as soon as reasonably possible. The Division, in consultation with ODEO and Governor's Commission on Disabilities, and the Proposer may agree to a modified ISBE Participation Rate provided that the change in circumstances was beyond the control of the Proposer or the direct result of an unanticipated reduction in the overall total project cost.

2. MBE, WBE, AND/OR Disability Business Enterprise Participation Plan Form:

Attached is the MBE, WBE, and/or Disability Business Enterprise Participation Plan form. Bidders are required to complete, sign and submit with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF ADMINISTRATION
ONE CAPITOL HILL
PROVIDENCE, RHODE ISLAND 02908**

MBE, WBE, and/or DISABILITY BUSINESS ENTERPRISE PARTICIPATION PLAN				
Bidder's Name:				
Bidder's Address:				
Point of Contact:				
Telephone:				
Email:				
Solicitation No.:				
Project Name:				
<p>This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE and/or Disability Business Enterprise subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity MBE Compliance Office and all Disability Business Enterprises must be certified by the Governor's Commission on Disabilities at time of bid, and that MBE/WBE and Disability Business Enterprise subcontractors must self-perform 100% of the work or subcontract to another RI certified MBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE certified as a manufacturer. This form must be completed in its entirety and submitted at time of bid. Please complete <u>separate forms</u> for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.</p>				
Name of Subcontractor/Supplier:				
Type of RI Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Disability Business Enterprise				
Address:				
Point of Contact:				
Telephone:				
Email:				
Detailed Description of Work To Be Performed by Subcontractor or Materials to be Supplied by Supplier:				
Total Contract Value (\$):		Subcontract Value (\$):	ISBE Participation Rate (%):	
Anticipated Date of Performance:				
I certify under penalty of perjury that the forgoing statements are true and correct.				
Prime Contractor/Vendor Signature			Title	Date
Subcontractor/Supplier Signature			Title	Date

APPENDIX B. HIGH RISK INDIVIDUALS AND DISPROPORTIONATELY IMPACTED POPULATIONS

Each agency shall perform and maintain compliance with the program requirements and performance measures specific to the services, as described below. Applicants are expected to provide integrated services including the following:

1. HIV and Hepatitis C counseling, testing, and referral (CTR) services to targeted high risk and disproportionately impacted populations;
2. immediate linkage to HIV/viral hepatitis medical care; and
3. condom distribution.

High-risk individuals who should be offered HIV testing include:

- Persons who have condomless sex and/or share injection equipment with HIV-positive persons;
- Males who have condomless sex with other males;
- Transgender individuals;
- Persons who exchange sex for money, drugs, or things they need;
- Females who have condomless sex with bisexual males;
- Persons who have condomless sex with an injecting drug user or someone who exchanges sex for money, drugs, or things they need;
- Persons who were diagnosed with an STD within the last year; and
- Persons who have ever shared contaminated drug injection equipment.

Disproportionately impacted populations (i.e., those populations with higher rates of HIV diagnoses) are defined as:

- Men who have sex with men;
- African American/Black persons; and
- Hispanic/Latino/a persons.
- Injecting Drug Users

Because individuals at high risk for HIV are also at risk for viral hepatitis, applicants are to provide Hepatitis C counseling and testing and as defined below.

High-risk individuals who should be offered HCV testing include:

- Persons who have ever injected drugs;
- Injection drug users who share needles or other equipment;
- Persons who received blood, blood products, or organ transplants prior to 1992;
- Persons born between the years of 1945 and 1965;
- Persons who exchange sex for money, drugs, or things they need;
- Persons ever on long-term hemodialysis.



ZERO 
EXCUSES

FREE CONDOMS
AVAILABLE HERE



health.ri.gov/safersex

APPENDIX D. PROPOSAL CHECKLIST

Name of Applicant Entity: _____

- The proposal is written according to the RFP specifications.
- These documents shall be single-spaced with 1" margins on white 8.5"x 11" paper using a font of 12-point Calibri or 12-point Times New Roman. The entire proposal should be typed in black ink. Applications should not be bound. Margins on all sides should be 1 inch and single line spacing is desirable. The narrative must be typed on one-side of the paper and the applicant's name must appear on each page. The entire application, including appendices, must be sequentially page numbered. The application sequence should be as follows the order below (including Appendices):
 - Proposal Checklist (1 page)
 - Title Page (1 page) [Appendix E]
 - Cover Letter (1 page)
 - Table of Contents (1 page)
 - Project Summary (1-2 pages)
 - Organizational Background (2 pages)
 - Plan to Provide Services to Racial and Ethnic Minority Populations and Equity (2 pages)
 - Goals and Objectives (5 pages)
 - Work Plan (5 pages)
 - Referral/Linkages Plan (2 pages)
 - Evaluation and Monitoring (3-4 pages)
 - Project Administration, Staff Supervision, and Training (3 pages)
 - Budget Worksheet, and Budget Narrative (2 pages)
 - Other Funding Sources (1-2 pages)

REQUIRED ATTACHMENTS

- Attachment 1: MBE, WBE, and/or Disability Enterprise Participation Plan [if applicable] [Appendix A]
- Attachment 2: Copy of 501(c)(3) Non-Profit Status
- Attachment 2: A completed and signed W-9 downloaded from the RI Division of Purchases Internet home page at: <http://www.purchasing.ri.gov/>
- Attachment 3: Staff resumes and job descriptions
- Attachment 4: DUNS number and an active registration in the federal System for Award Management (SAM)
- Attachment 5: Outcome Monitoring Measurement Tools
- Attachment 6: Signed Partner/Collaborative Agreement(s)
- Attachment 7: List of designated staff with title, name, qualification, job description, resume and copies of Qualified Professional Test Counselor (QPTC) Certification

APPENDIX E. TITLE PAGE

AGENCY INFORMATION:

NAME OF APPLICANT AGENCY _____

ADDRESS OF APPLICANT AGENCY _____

TELEPHONE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

F.E.I.N. NUMBER _____

PROJECT TITLE _____

CONTACT INFORMATION:

CONTACT PERSON NAME / TITLE _____

(Must be able to answer questions regarding the RFP)

TELEPHONE NUMBER _____

E-MAIL ADDRESS _____

Person completing the technical component of this application

SIGNATURE

TITLE

SIGNATURE

Amount of request for award: \$ _____

APPENDIX F. SAMPLE BUDGET WORKSHEET

Use this format to submit your budget. All items included in this Budget Form must be fully explained in the Budget Narrative. The Organization In-Kind Contribution may not be less than 10% of the requested funding.

Expense Category Detail			
Personnel (Name, Title)	Hourly Rate	Total # of Hours	Total
Fringe Benefits (provide breakdown of fringe benefits)	Fringe % Rate		Total
	%		
	%		
Care Coordination			\$
In-State Travel**	\$0.545 @ # of miles		\$
Performance Incentives			\$
Printing/Copying			\$
Supplies			\$
Professional Development and Training			\$
Postage			\$
Other: (if your expense does not fit into a category above please list and specify below)			\$
1.			
2.			
Equipment			
Indirect Costs/Admin Costs*			
10% verifiable match will come from			
Total Request			

*If including indirect charges in the budget, a copy of your federally approved indirect rate must be attached. If you do not have a federally approved indirect rate, you may charge a 10% de minimus rate.

** Rate is effective through December 31st, 2018

Please attach typed budget narrative justifying the above costs [Appendix G]. Allowable expenses are listed in Appendix I.

APPENDIX G. SAMPLE BUDGET NARRATIVE WORKSHEET

Budget Narrative

Agency Name

HIV Prevention and Testing Services

January 1, 2019 to December 31, 2019

A. Justification of Budget Expenses

PERSONNEL		\$8,500.00
<u>Sally Smith, Director</u>	<u>\$3,500.00</u>	
\$35 per hour for 100 hours This position will work with community partners to achieve the goals and objectives of this proposal, attend monthly trainings/meetings as required by the RFP.		
<u>John Jones, Program Coordinator</u>	<u>\$3,000.00</u>	
\$30.00 per hour for 100 hours This position will be responsible for both testing, counseling, making referrals, maintaining records, preparing reports and attending meetings		
<u>John Doe, Prevention Outreach Woker</u>	<u>\$2,000.00</u>	
\$20.00 per hour for 100 hours Mr. Doe will assume responsibility for oversight of the project and all project-reporting requirements.		
FRINGE BENEFITS		\$2,550.00
Taxes and fringe @ 30% are calculated as follows: Social Security 6.20%, Medicare 2.45%, Workmen's Comp 4.54%, Unemployment Insurance 4.46%, Dental Insurance 1.00%, Life Insurance .68%, Pension 10.67%.		
IN-STATE TRAVEL		\$450.00
Mileage reimbursement for all staff members to be calculated at \$0.545/mile for 826 miles. *Rate is effective through December 31 st , 2018		
PRINTING/COPYING		\$700.00
Printing expenses for printing of monthly flyers, brochures, and information sheets		
SUPPLIES		\$800.00
General office supplies to include paper, pens, file folders, etc.		
TELEPHONE/INTERNET		\$1,200.00
Cell phones for 2 staff associated with this contract at \$50/mo. for 12 months		
POSTAGE		\$500.00
Postage for flyers and mailings associated with this contract		
EQUIPMENT		\$3,412.00
2 Laptop computers for use by office staff		
OTHER:		\$1,000.00
200 incentives at \$5 each		
	SUB-TOTAL	\$18,112.00
	ADMINISTRATIVE COST	\$1,470.00
10% of all direct expenses less equipment and subcontracts		
	TOTAL	\$19,582.00

IN KIND CONTRIBUTION (10% MATCH): \$1,958.20

Description of In-Kind Contribution: Sally Smith, Director, 55.95 hours at \$35.00 per hour

APPENDIX H. OTHER FUNDING SOURCES TEMPLATE

Please list alternative sources of funding (whether current or future) that may be utilized to support objective and program activities as listed in this RFP (whether in part or in full):

Funding Agency	Amount of Funds	Funding Period	Scope of Work

APPENDIX I. ALLOWABLE EXPENSES

- Personnel: Indicate each staff name and position for this project. Show percentage of time allocated to this project, the hourly rate and the total annual salary, the personnel costs being requested under this RFP, and the percentage of time that will be in-kind.
- Fringe Benefits: Include those benefits normally provided by an organization. Percent and detail breakdown of each benefit is required, such as FICA, unemployment, workers compensation, medical, dental, vision, vacation time, personal time, sick leave, etc. Also indicate the fringe benefit rate for the organization.
- Consultants: List each consultant individually, specifying the hourly rate and anticipated annual cost. Only expenses for functions related to this project may be included.
- In-State Travel: Local travel only is allowed. Reimbursement for mileage expenses is not to exceed \$0.545/mile (in effect through December 31, 2018). Reimbursement of travel expenses is allowed for activities related to this project only.
- Printing / Copying: Include the cost of duplicating materials, site schedules, flyers, resource lists, referrals and other Health-related forms to be distributed during the contract year. The duplication or printing of flyers, brochures, booklets, information sheets, and other educational materials related to the project should be included.
- Supplies: List office and program supplies allocated to the project. Refreshments are not an allowable expense.
- Telephone/Internet: Include telephone and internet expenses associated with the project.
- Educational/Resource Materials: List books, brochures, curricula, videos, or other written resource materials purchased for program use.
- Postage: Indicate postage expenses allocated to the project.
- Other / Special Initiatives: Bus tickets, incentives, stipends, etc.
- Indirect / Administrative Cost: Not to exceed 10% of direct costs, excluding contracts and equipment. Includes cost of office space, rental space, utilities, biohazard disposal, computer access for data management, etc.].

Funds may **not** be used for capital expenses.

APPENDIX J. DEFINITIONS

Sub-recipient - a non-Federal entity (i.e. applicant entity) that receives a sub-award from a pass-through entity (RIDOH) to carry out part of a Federal program.

Contractor – a non-Federal entity that receives a contract, typically known as a vendor.

Pass-through entity for purposes of this RFP is the State of Rhode Island, Department of Health which carries out a Federal award as a recipient.

Sub-award - an award provided by a pass-through entity (i.e. RIDOH) to a sub-recipient (i.e. applicant entity) for the sub-recipient to carry out part of a Federal award received by the pass-through entity. A sub-award may be provided as a contract agreement.

APPENDIX K. RIDOH CONTRACT TERMS & CONDITIONS

The following language is included in all Contract Agreements with the RIDOH. Please read thoroughly prior to submitting your cost proposal.

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

PAR. 1. GOVERNING LAW AND GENERAL TERMS AND CONDITIONS

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

PAR. 2. PERFORMANCE

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

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

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

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

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

PAR. 3. TIME OF PERFORMANCE

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

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

PAR. 4. PROJECT OFFICER – RIDOH

RIDOH shall appoint a Contract Officer to manage this Agreement. The Contractor agrees to maintain close and continuing communication with the Contract Officer throughout the performance of work and services undertaken under the terms of this

Agreement. The Contract Officer is responsible for authorizing, or seeking authorization of all payments made by RIDOH to the Contractor under this Agreement.

PAR. 5. PROJECT OFFICER – CONTRACTOR

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

PAR. 6. BUDGET

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

PAR. 7. METHOD OF PAYMENT AND REPORTS

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

PAR. 8. TERMINATION AND/OR DEFAULT OF AGREEMENT

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

- a) Mutual Agreement
The contracting parties mutually agree in writing to termination.
- b) Default by Contractor
RIDOH may, by not less than thirty (30) days prior written notice to the Contractor, terminate the Contractor's right to proceed as to the Agreement if the Contractor:
 - 1. Materially fails to perform the services within the time specified or any extension thereof; or
 - 2. So fails to make progress as to materially endanger performance of the Agreement in accordance with its terms; or
 - 3. Materially breaches any provision of this Agreement.

Termination, at the option of RIDOH shall be effective not less than thirty (30) days after receipt of such notice, unless the Contractor shall have corrected such failure(s) thirty (30) days after the receipt by the Contractor of such written notice; any failure which, in the exercise of due diligence, cannot be cured within such thirty (30) day period shall not be deemed a default so long as the Contractor shall within such period commence and thereafter continue diligently to cure such failure.

- c) Termination in the Interest of RIDOH
RIDOH may terminate this agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, not less than thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of RIDOH, become its property. If the agreement is terminated by RIDOH as provided herein, the Contractor will be paid an amount which bears the same rate to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payment of compensation previously made.
- d) Availability of Funds
It is understood and agreed by the parties hereto that all obligations of RIDOH, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State and Federal funds, and in no event shall RIDOH be liable for any payments hereunder in excess of such available and appropriated funds. In the event that the amount of any available or appropriated funds provided by the State or Federal sources for the purchase of services hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified amount of services to be purchased hereunder for any reason whatsoever, RIDOH shall notify the Contractor of such reduction of funds available and RIDOH shall be entitled to reduce its commitment hereunder as it deems necessary, but shall be obligated for payments due to the Contractor up to the time of such notice. None of the provisions of this paragraph shall entitle RIDOH to compensation for anticipated profits for unperformed work.

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

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

1. Stop work under this contract on the date and to the extent specified in the notice of termination.
2. Take such action as may be necessary, or as RIDOH's project manager may reasonably direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which RIDOH has or may acquire an interest.
3. Terminate all orders to the extent that they relate to the performance of work terminated by the notice of termination.
4. Subject to the provisions of this paragraph, assign to RIDOH in the manner and to the extent directed by RIDOH's project officer all of the rights, title, and interest of the Contractor under the orders so terminated, in which case RIDOH shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders, however, notwithstanding this provision, the Contractor will not be obligated to assign any such rights, title or interest in the absence of payment therefore by RIDOH.
5. With the approval or ratification of RIDOH's project manager, initiate settlement of all outstanding liabilities and all claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this contract. Prior to a final settlement of said outstanding liabilities and claims arising out of such termination, final written approval of RIDOH's project manager must be obtained. Final approval by RIDOH shall not be unreasonably withheld.
6. Subject to the provisions of this paragraph, transfer title, or if the Contractor does not have title, then transfer their rights to RIDOH (to the extent that title has not already been transferred) and deliver in the manner, at reasonable times, and to the extent reasonably directed by RIDOH's project manager all files, processing systems, data manuals, or other documentation, in any form, that relate to all the work completed or in progress prior to the notice of termination.
7. Complete the performance of such part of the work as shall not have been terminated by the notice of termination. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.
8. Unless terminated by RIDOH for default of the Contractor, the Contractor shall be entitled to reasonable account shut down expenses associated with such termination including the penalties associated with early termination of lease, software, hardware, and any other unamortized or incremental expenses accrued but not charged, excluding anticipated profits which shall not be reimbursed. The Contractor shall submit all identified shut down expenses associated with such termination incurred before and prior to the termination date. Any damages to RIDOH shall offset any shutdown expenses to RIDOH.
9. The Contractor acknowledges and agrees the services and/or deliverables provided under this Agreement are very important to RIDOH and that upon expiration or termination of the Agreement, must be continued without interruption whether by the State, RIDOH, governmental agency or another private entity ("successor entity"). Prior to the end of the Termination and up to sixty (60) days thereafter, the Contractor agrees to make an orderly transition of contract and/or deliverables hereunder and to perform any and all tasks in good faith that are necessary to preserve the integrity of the work performed by the Contractor on behalf of RIDOH. Upon termination or expiration of the Agreement, the Contractor, shall, if requested by RIDOH at least thirty (30) days prior to such termination or expiration, provide reasonable training for the successor entity and/or continued performance of services. For providing such training or continued performance after the Term of the Agreement, RIDOH shall pay the Contractor at mutually agreed rates for personnel used in providing such training and/or services unless services delivered are already defined herein and rates established then such rates shall apply for such period. Should any missing data, materials, documents, etc., be discovered after expiration or termination, a grace period of one hundred and twenty (120) days shall be in effect during which the data, materials, documents, etc., is to be provided at a predetermined cost or at no additional cost if the Contractor caused the loss. Lost data shall be provided to RIDOH in form acceptable to RIDOH.

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

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

The State shall not be liable to the Contractor for loss of profits because of a stop work order issued under this clause, however, unless termination is for a default by the Contractor, the Contractor shall have the right to recover costs associated with

maintaining the personnel, leases and equipment during the period of time the stop work order was in effect that cannot otherwise be reasonably utilized by the Contractor during the stop work period.

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

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

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

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

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

Assurances before breach

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

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

RIDOH's options at termination

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

- a) Retain all or a portion of such hardware, equipment, software, and documentation as has been provided, obtaining clear title or rights to the same, and procure upon such terms and in such manner as RIDOH's project manager may deem appropriate, hardware, equipment, software, documentation, or services as are necessary to complete the project; or
- b) Notwithstanding the above, except as otherwise agreed, nothing herein shall limit the right of RIDOH to pursue any other legal remedies against the Contractor.

In order to take into account any changes in funding levels because of executive or legislative actions or because of any fiscal limitations not presently anticipated, RIDOH may reduce or eliminate the amount of the contract as a whole with the scope of services being reduced accordingly, or subject to agreement by the parties concerning the scope and pricing, reduce or eliminate any line item(s).

Notwithstanding the terms, conditions and/or requirements set out in Paragraphs 7 and 8, the Contractor shall not be relieved of liability to RIDOH for damages sustained by RIDOH by virtue of any breach of the Agreement by the Contractor, and RIDOH

may withhold payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due RIDOH from the Contractor is determined.

PAR. 10. MODIFICATION OF AGREEMENT

RIDOH may permit changes in the scope of services, time of performance, or approved budget of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by RIDOH and the Contractor, must be in writing and shall be made a part of this agreement by numerically consecutive amendment excluding "Special Projects", if applicable, and are incorporated by reference into this Agreement. No changes are effective unless reflected in an approved change order issued by the State's Division of Purchases.

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

PAR. 11. SUBCONTRACTS

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

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

The positions named by the Contractor and detailed in **ADDENDUM XVII – CORE STAFF POSITIONS**, which is incorporated by reference herein, will be considered core project staff positions for this project. The Contractor will not alter the core project team or use an independent contractor, company or subcontractor to meet required deliverables without the prior written consent of RIDOH's project officer or other appointed designee(s) for which consent shall not be unreasonably withheld. Failure to comply with the provisions of this Paragraph could result in denial of reimbursement for such non-approved sub-contracts.

PAR. 12. CONTRACTOR'S LIABILITY/INDEMNIFICATION

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

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

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

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

PAR. 13. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

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

Pursuant to Title VI and Section 504, as listed above and as referenced in **ADDENDA V AND VI**, which are incorporated herein by reference and made part of this Agreement, the Contractor shall have policies and procedures in effect, including, mandatory written compliance plans, which are designed to assure compliance with Title VI section 504, as referenced above. An electronic copy of the Contractor's written compliance plan, all relevant policies, procedures, workflows, relevant chart of responsible personnel, and/or self-assessments must be available to RIDOH upon request.

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

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

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

The Contractor further agrees to comply with all other provisions applicable to law, including the Americans with Disabilities Act of 1990; the Governor's Executive Order No. 05-01, Promotion of Equal Opportunity and the Prevention of Sexual Harassment in State Government.

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

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

PAR. 14. ASSIGNABILITY

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

PAR. 15. COPYRIGHTS

Any and all data, technical information, information systems, materials gathered, originated, developed, prepared, modified, used or obtained by the Contractor in performance of the Agreement used to create and/or maintain work performed by the Contractor, including but not limited to, all hardware, software computer programs, data files, application programs, intellectual property, source code, documentation and manuals, regardless of state of completion shall be deemed to be owned and remain owned by the State ("State Property"), and the State has the right to (1) reproduce, publish, disclose or otherwise use and to authorize others to use the State Property for State or federal government purposes, and (2) receive delivery of such State Property upon 30 day notice by the State throughout the term of the contract and including 120 days thereafter. To be clear with respect to State Property, the work shall be considered "work for hire," i.e., the State, not the selected Contractor or

any subcontractor, shall have full and complete ownership of all State Property. The selected Contractor and any subcontractor hereby convey, assign and transfer to State any and all of its or their right, title and interest in State Property, if any, including but not limited to trademarks and copyrights. The State hereby grants to the federal government, and the federal government reserves, a royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose or otherwise use and to authorize others to use for federal government purposes such software, modifications and documentation designed, developed or installed with federal financial participation.

The Contractor agrees that no findings, listing, or information derived from information obtained through performance, as described in the Scope of Work in Addendum I with or without identifiers, may be released or publicly disclosed in any form for any purpose if such findings, listing, or information contain any combination of data elements that might allow an individual to determine a beneficiary's identification without first obtaining written authorization from RIDOH's project officer. Examples of such data elements include, but are not limited to geographic indicators, age, sex, diagnosis, procedure, date of birth, or admission/discharge date(s). The Contractor agrees further that RIDOH shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from RIDOH's files identify or would, with reasonable effort, permit one to identify an individual, or to deduce the identifying of an individual to a reasonable degree of certainty. The Contractor agrees that the conditions set forth herein apply to any materials presented or submitted review and/or publication that contain individual identifying elements in the information obtained, as stated above, unless such information is presented in the aggregate. Under no circumstance, shall the Contractor publicly disclose or present or submit any materials for review and/or publication that contains an individual's social security number, in part or in whole. The Contractor is hereby notified that all initial data received from RIDOH is considered confidential by RIDOH. For further requirements regarding confidentiality of information please refer to Paragraph 26 of this Agreement.

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

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

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

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

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

The Contractor certifies that it has appropriate systems and controls in place to ensure that RIDOH funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

The Contractor agrees that no findings, listing, or information derived from information obtained through performance, as described in **ADDENDUM I - SCOPE OF WORK**, with or without identifiers, may be released or publicly disclosed in any form for any purpose if such findings, listing, or information contain any combination of data elements that might allow an individual to determine a beneficiary's identification without first obtaining written authorization from RIDOH's project officer. Examples of such data elements include, but are not limited to geographic indicators, age, sex, diagnosis, procedure, date of birth, or admission/discharge date(s). The Contractor agrees further that RIDOH shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from RIDOH's files identify or would, with reasonable effort, permit one to identify an individual, or to deduce the identifying of an individual to a reasonable degree of certainty. The Contractor agrees that the conditions set forth herein apply to any materials presented or submitted review and/or publication that contain individual identifying elements in the information obtained, as stated above, unless such information is presented in the aggregate. Under no circumstance, shall the Contractor publicly disclose or present or submit any materials for review and/or publication that contains an individual's social security number, in part or in whole. The Contractor is hereby notified that all initial data received from RIDOH is considered confidential by RIDOH.

PAR. 16. PARTNERSHIP

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

PAR. 17. INTEREST OF CONTRACTOR

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

PAR. 18. FEDERAL FUNDING PROVISIONS

Funds made available to the Contractor under this Agreement are or may be derived from federal funds made available to RIDOH. The Provisions of Paragraph 5 and Addendum II notwithstanding, the Contractor agrees to make claims for payment under this Agreement in accordance with applicable federal policies. The Contractor agrees that no payments under this Agreement will be claimed for reimbursement under any other Agreement, grant or contract that the Contractor may hold that provides funding from the same State or Federal sources. The Contractor further agrees to be liable for audit exceptions that may arise from examination of claims for payment under this Agreement. The Contractor specifically agrees to abide by all applicable federal requirements for Contractors. Additionally, the Federal Award must be used in accordance with the specific Catalog of Federal Domestic Assistance (CFDA) number listed in **ADDENDUM IV – FISCAL ASSURANCES**. <https://www.cfda.gov/>

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

PAR. 19. FUNDING DENIED

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

The Contractor agrees that no expenditures claimed for reimbursement under this Agreement will be claimed for reimbursement under any other agreement, grant, or contract that the Contractor may hold which provides funding from state

or federal sources. The Contractor further agrees to be liable for audit exceptions that may arise from examination of expenditures: (a) claimed by the Contractor for reimbursement under this Agreement, and/or (b) submitted by the Contractor in meeting any cost participation requirements.

PAR. 20. ACCESSIBILITY AND RETENTION OF RECORDS

The Contractor agrees to make accessible and to maintain all fiscal and activity records relating to this Agreement to state and/or federal officials, or their designated representatives, necessary to verify the accuracy of Contractor invoices or compliance with this Agreement. This accessibility requirement shall include the right to review and copy such records. This requirement is also intended to include but is not limited to any auditing, monitoring, and evaluation procedures, including on-site visits, performed individually or jointly, by state or federal officials or their agents necessary to verify the accuracy of Contractor invoices or compliance with the this Agreement (in accordance with 2 CFR § 200.331). If such records are maintained out of the State of Rhode Island, such records shall be made accessible by the Contractor at a Rhode Island location. Minutes of board of directors meetings, fiscal records, and narrative records pertaining to activities performed will be retained for audit purposes for a period of at least three (3) years following the submission of the final expenditure report for this Agreement. Additionally, if any litigation, claim, or audit is started before the expiration of the 3 year period, as mentioned in Paragraph 2 of this Agreement, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken in accordance with 2 CFR § 200.333. If audit findings have not been resolved at the end of the three (3) years, the records shall be retained for an additional three (3) years after the resolution of the audit findings are made or as otherwise required by law.

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

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

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

PAR. 21. CAPITAL ASSETS

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

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

PAR. 22. COMPETITIVE BIDS

With the exception of services or products obtained for use in a leveraged environment, the Contractor agrees competitive bidding will be utilized for all purchases in direct and exclusive support of RIDOH which are made under this Agreement in excess of five thousand dollars (\$5,000) or an aggregate of five thousand dollars (\$5,000) for any like items during the time of performance of this Agreement. Evidence of competitive bids must be retained in accordance with **PAR. 20. - ACCESSIBILITY AND RETENTION OF RECORDS.**

PAR. 23. SECURITY AND CONFIDENTIALITY

The Contractor shall take security measures to protect against the improper use, loss, access of and disclosure of any confidential information it may receive or have access to under this Agreement as required by this Agreement, the RFP and proposal, or which becomes available to the Contractor in carrying out this Agreement and the RFP and the proposal, and agrees to comply with the requirements of RIDOH 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 RIDOH 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 RIDOH laws, regulations and policies ("confidential information"), as well as State and Federal laws and regulations. All such information shall be protected by the Contractor from unauthorized use and disclosure and shall be protected through the observance of the same or more effective procedural requirements as are applicable to RIDOH.

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

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

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

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

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

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

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

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

security or privacy. Additionally, a breach or suspected breach may be an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PII or SI. The notice of a breach or suspected breach shall contain information available to the Contractor at the time of the notification to aid RIDOH in examining the matter. More complete and detailed information shall be provided to RIDOH as it becomes available to the Contractor.

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

Notwithstanding any other requirement set out in this Agreement, the Contractor acknowledges and agrees that the HITECH Act and its implementing regulations impose new requirements with respect to privacy, security and breach notification and contemplates that such requirements shall be implemented by regulations to be adopted by the U.S. Department of RIDOH 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 RIDOH's confidentiality policy or the required signed **Business Associate Agreement (BAA)** will result in termination remedies, including but not limited to, termination of this Agreement. A **Business Associate Agreement (BAA)** shall be signed by the Contractor, simultaneously or as soon thereafter as possible, from the signing of this Agreement, as required by RIDOH.

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

PAR. 24. AUDIT

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

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

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

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

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

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

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

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

PAR. 25. SEVERABILITY

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

PAR. 26. ON-SITE INSPECTION

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

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

PAR. 27. DRUG-FREE WORKPLACE POLICY

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

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

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

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

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

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

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

PAR. 30. CHIEF PURCHASING OFFICER

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

PAR. 31. OWNERSHIP

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

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

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

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

PAR. 32. FORCE MAJEURE

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

PAR. 33. RESERVED

PAR. 34. DISPUTES

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

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

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

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

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

PAR. 35. GOVERNING LAW

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

PAR. 36. WAIVER AND ESTOPPEL

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

PAR. 37. INSURANCE

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

PAR. 38. WORK REVIEWS

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

PAR. 39. BUSINESS CONTINUITY PLAN

The Contractor shall prepare and maintain a Business Continuity Plan upon execution of this Agreement, which shall include, but not be limited to, the Contractor's procedure for recovery of data and recovery for all operation components in case of an emergency or disaster. Upon written or oral request by RIDOH, the Contractor shall provide RIDOH a copy of the above described Business Continuity Plan within ten (10) days of RIDOH's request.

PAR. 40. NOTICES

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

PAR. 41. COUNTERPARTS

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

PAR. 42. AMENDMENTS

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

PAR. 43. SURVIVAL

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

PAR. 44. ADDITIONAL APPROVALS

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