



## REQUEST FOR PROPOSALS

RHODE ISLAND DEPARTMENT OF HEALTH

### HEALTH EQUITY ZONES

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**Letters of Intent** are due by:

4:00 p.m. (EST) on Friday, February 1, 2019

**Request for Proposals** (if Letter of Intent is approved) are due by:

4:00 p.m. (EST) on Friday, March 15, 2019

*Send Letters of Intent / Request for Proposals to:*

*Rhode Island Department of Health  
Attention: Ana P. Novais, Executive Director  
3 Capitol Hill, Room 401  
Providence, RI 02908*

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**Please note:**

*All applicants submitting a Letter of Intent are encouraged to attend one of two Informational/Technical Assistance Workshops to be held on*

***Thursday, February 14, 2019 at 10:00 a.m. (Workshop 1) or  
Monday, February 25, 2019 at 2:00 p.m. (Workshop 2)***

*at*

*Rhode Island Department of Health - Auditorium, Lower Level*

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

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# **Request for Proposal**

## **HEALTH EQUITY ZONES**

### **SECTION 1: INTRODUCTION**

The Rhode Island Department of Health (RIDOH), welcomes applications to improve the health of communities with high rates of illness, injury, chronic disease or other adverse health outcomes. Applicants will engage community organizations and residents to address the social, economic and environmental determinants of health (SDoH) that impact up to 80% of the health of Rhode Island communities. RIDOH recognizes these communities as potential **Health Equity Zones (HEZs)**.

Approximately \$1,400,000 will be available to applicants. Funding will be available for existing HEZs (HEZ Cohort 1) and for communities applying to create new HEZs (HEZ Cohort 2). RIDOH will make available \$40,000-\$150,000 per HEZ for Cohort 1 HEZs, and \$20,000-\$150,000 for new HEZs as part of Cohort 2. First year funding will begin approximately July 1, 2019 with the option of renewing for four additional 12-month periods pending availability of funds and the vendor's performance. Funding will be renewable contingent upon successful completion of contract deliverables, available funding, and maintaining designation as a Health Equity Zone (HEZ). Funding provider contract dates may vary based on the funding awarded for up to four components: a) build, expand, or maintain a HEZ Collaborative; b) conduct a baseline needs assessment within the HEZ; c) develop a plan of action in collaboration with the HEZ Collaborative; and d) implement the plan of action. Additional resources may be added to successful applicants' contracts following the date of initial award as implementation funding becomes available.

All applicants submitting a proposal under this Request for Proposals (RFP) are strongly encouraged to attend one of two Informational/Technical Assistance Workshops to be held on Thursday February 14, 2019 at 10:00 a.m. and Monday February 25, 2019 at 2:00 p.m. at the Rhode Island Department of Health, 3 Capitol Hill, Providence, RI, Auditorium, Lower Level.

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](mailto: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](http://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](mailto: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
14. 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 8.

**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**

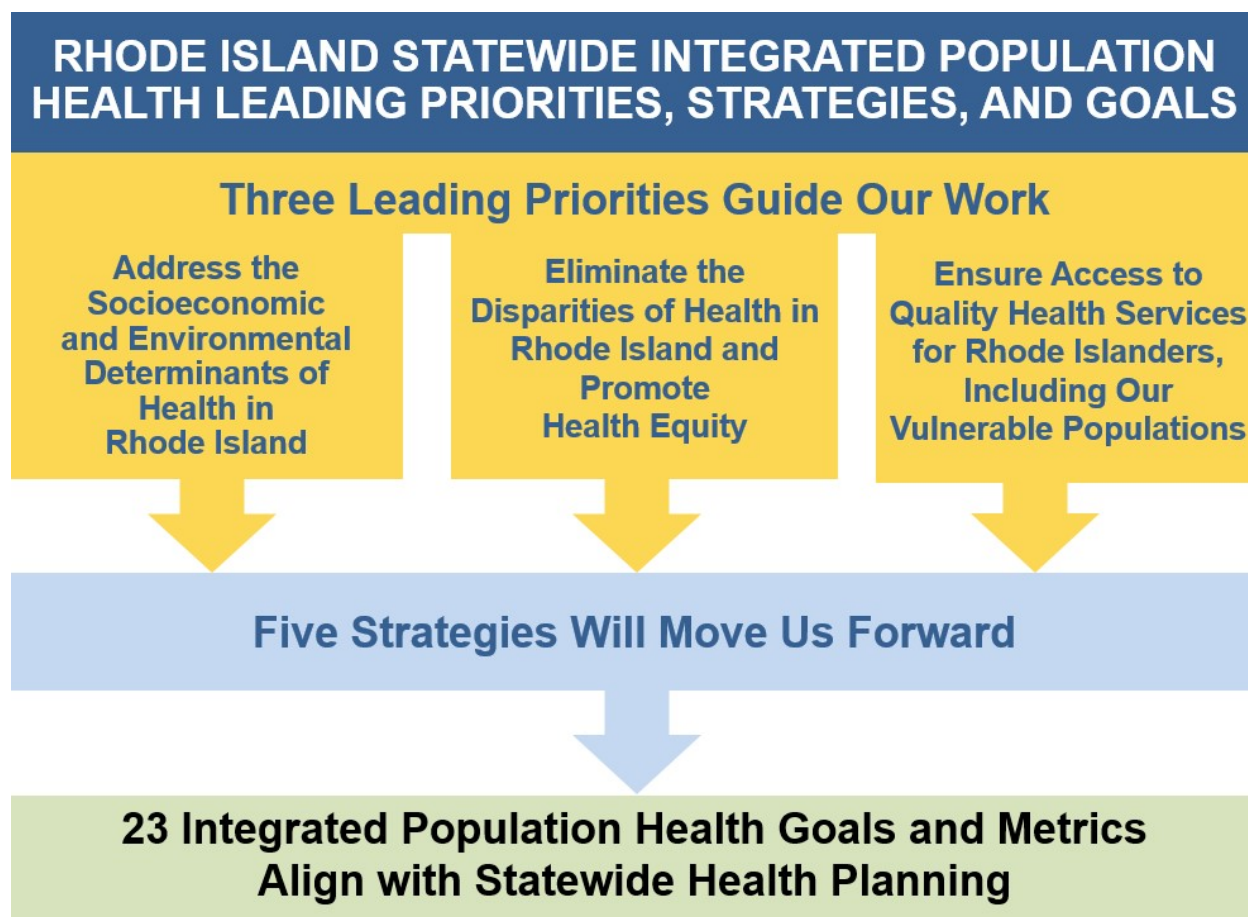
If you already have a TIN/EIN, your SAM registration will take **3-5 business days** to process. If you are applying for a TIN/EIN, please allow up to 2 weeks. Ensure that your organization is registered with the System for Award Management (SAM) at <https://www.sam.gov>. If your organization is not 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**

The Rhode Island Department of Health (RIDOH) aims to advance health equity for all populations by working to eliminate health disparities, address the socioeconomic and environmental determinants of health, and ensure

access to quality health services for all Rhode Islanders, including our vulnerable populations. For the past decade, RIDOH has made strides to improve population health outcomes and achieve Rhode Island's goals for *Healthy People 2020*. However, disparities persist, and the latest data from the US Centers for Disease Control and Prevention show that the average life expectancy has declined over the past few years. In addition, vulnerable populations (e.g. racial and ethnic minorities, people with disabilities, and people with low socioeconomic status) continue to experience higher mortality and poorer overall health (as measured by incidences of chronic and infectious diseases, maternal and child health indicators, and behavioral risk factors), as well as disparities in access to medical and other healthcare resources. RIDOH recognizes that in order to improve the health of Rhode Islanders, we must address the social, economic, and environmental conditions that drive health outcomes. This shift and commitment is reflected in RIDOH's strategic vision below. (To learn more about RIDOH's leading priorities, strategies, and goals, see [www.health.ri.gov/about](http://www.health.ri.gov/about).)



RIDOH's strategic vision is grounded in the idea that every Rhode Islander, in every ZIP code, should have a fair and just opportunity to be healthy. Achieving and maintaining good health is more likely when people are part of communities, schools, worksites, childcare, healthcare systems, and environments that promote health. It takes multiple organizations and community members working together to create healthier, more equitable places and systems. To support this work, RIDOH launched the Health Equity Zone (HEZ) initiative in 2015. The HEZ initiative is an innovative, place-based approach that encourages and equips residents and community partners to collaborate to address the most pressing health concerns in their neighborhoods, and to create healthy places for people to live, learn, work, and play. Through this model, RIDOH funds place-based initiatives that bring multiple partners together to develop a shared vision and goals for their community and, through the creation of a sustainable, community-led infrastructure, implement plans of action that help ensure equal opportunities for all residents to be as healthy as possible.

### **Purpose**

The goal of this RFP is to continue efforts to address health disparities and improve population health in underserved communities by supporting the establishment of new Health Equity Zones (HEZs), and by sustaining the critical infrastructure of existing HEZs. HEZs are contiguous geographic areas that are small enough to significantly impact local health outcomes, health disparities, and socioeconomic and environmental conditions, and large enough to impact a significant number of people. HEZs can be defined by political boundaries (e.g., cities, towns, wards, districts) or by less-defined boundaries (e.g., neighborhoods, communities).

### **SECTION 4: ELIGIBILITY CRITERIA**

#### **Community Eligibility:**

HEZs must meet each of the following four criteria:

1. Be a geographically-defined community.
2. Support a population of at least 5,000 people or include a justification for how a selected smaller community will meet program goals.
3. Demonstrate social, economic, or environmental disparities or inequities.
4. Demonstrate poor health outcomes.

#### **Who Can Apply:**

Municipalities, public and not-for-profit community-based organizations are eligible to apply.

RIDOH believes that the changes required to improve health equity within a HEZ can only be accomplished by a collaborative effort. Applications can be submitted by:

- An existing or new collaborative;
- A single organization acting on behalf of a collaborative; or
- A single entity interested in developing a collaborative within a HEZ.

#### **Letter of Intent**

All Cohort 2 applicants must submit a letter of intent that describes how they will engage community residents and organizations in transforming the place that they live by addressing the social, economic, and environmental conditions of the community for all residents. Letters of intent must at a minimum demonstrate the applicant's eligibility by including clear descriptions of how the proposed HEZ will meet the four "Community Eligibility Criteria" listed above. Additional details and requirements for letters of intent can be found in Section 10: Proposal Submission- Instructions for Submission of a Letter of Intent. Upon receipt of Letters of Intent, RIDOH may call potential applicants in to ask questions regarding their ability to comply with the "Community Eligibility Requirements". HEZ Cohort 1 applicants are not required to submit a letter of intent for this proposal.

### **SECTION 5: SCOPE OF WORK**

#### **General Description**

RIDOH will invite full applications for the following scope of work. Only existing HEZ Cohort 1 and HEZ Cohort 2 applicants who submit a Letter of Intent and are invited to apply will be considered. Successful projects are expected to proceed through a series of steps that begin with **coalition /community collaborative building**. The coalition/community collaborative must participate in and be informed by a **baseline assessment** of the health and needs of the residents of the HEZ. This assessment provides the coalition/ community collaborative with the information it needs to develop a **plan of action** and **implement the plan of action**. The final phase of this project will be to develop and implement a **sustainability plan** to ensure the **community collaborative** has the resources needed to continue working to achieve the goals laid out in the **plan of action**. Existing HEZ who have participated in RIDOH's first cohort of HEZs are able to apply for additional resources to sustain and expand their existing HEZ as



needed. **Cohort One (CH1) and Cohort Two (CH2) applicants will respond to two separate scopes of work.** RIDOH may call both CH1 and CH2 applicants in to ask questions about their applications as necessary.

### **Cohort One (Existing Health Equity Zones) Scope of Work**

Existing HEZ may request continuation funding from RIDOH to support their efforts for another 5 years. The funding range for an existing HEZ is \$30,000-\$140,000 with an additional \$10,000 available per HEZ to support a HEZ who wants to mentor a Cohort Two HEZ, therefore making the total amount available for Cohort One \$40,000-\$150,000 per HEZ based on demonstrated need. Awards will be based on the scope of work and needs for continued funding. Funds can be used to update or refine the HEZ's community needs assessment, to update or refine the community action plan, and/or to sustain the collaborative efforts of the HEZ. Awards for continuation funding will be based on the need for additional funding beyond current funding from state, federal and/or philanthropic funding, performance under prior HEZ contracts, and the results of the final report described below. Any HEZ requesting continuation funding will be required to provide justification of need for any financial request.

#### **A. Submit a Final Report on Years 1-4**

Existing Health Equity Zones who seek additional continuation funding from RIDOH will be required as a part of their application for continuation under this RFP to submit a final report as part of their continuation application. The final report should summarize the results of the implementation of the HEZ framework in the community and reflect on both the accomplishments and challenges over the past four years. At a minimum the report must include the following information. Barriers, challenges, and lessons learned should be included in all sections:

1. Establishment and Growth of the HEZ Collaborative: Describe in detail how the HEZ began a new collaborative or leveraged an existing collaborative to build community capacity over the past four years. Provide details on the process for stakeholder engagement, how the HEZ assessed the collaborative to ensure resident participation and diversity, challenges and accomplishments working collectively, governance structure, and plans for future expansion and maintenance.
2. Description and Analysis of the Community Needs Assessment: Provide a detailed description of the community needs assessment process your HEZ undertook in year one. In coordination with your partners, analyze how that process could have been improved; take into consideration issues such as scope, diversity of stakeholders, budget, tools, expertise, and any additional factors that the HEZ believes may have impacted the quality or effectiveness of the initial assessment. Provide details on any technical assistance or support that your HEZ feels would have been beneficial in conducting your initial needs assessment. If the HEZ continuously updated the assessment, provide details on the process used for updating the assessment.
3. Prioritization of Needs Process: Explain how the HEZ brought together the community collaborative to prioritize the needs found in the assessment, and how the prioritization of these needs led to the action plan. Reflect on who was part of these discussions at the time of prioritization and how it impacted the trajectory of the HEZ.
4. Formation of the Action Plan: Describe how the HEZ developed a plan of action in coordination with the HEZ collaborative. Explain in detail how specific priorities were selected, how the assessment informed the process, governance of the selection process, what happened to needs that were not selected, impact the action plan had on the collaborative, and any other processes, successes, or challenges that the HEZ identified during the action plan development process.
5. Implementation of the Action Plan: Summarize the two years of action plan implementation. Provide details on how the HEZ adapted the needs identified to the funding available and the impacts of those shifts. Reflect on how the HEZ has utilized seed funding from RIDOH to build a funding portfolio over the past four years to support the needs of the community, challenges that were faced, strategies the HEZ used to overcome challenges, and what lessons the HEZ learned through addressing those challenges.
6. Sustainability Plan: Summarize the HEZ's sustainability plan to explain how the collaborative intends to support the continued improvement of the community. Include details on the dollars leveraged to date, sources of funding, alignment of funding with the community's needs and priorities, and current funding

deficits. Applicants are encouraged to provide a copy of their formal plan for sustainability as an addendum.

#### **B. Update Community Needs Assessments**

Existing HEZ requesting continuation funding are required to update the assessment of the social, economic, physical, and environmental conditions impacting the health of their respective HEZs, and describe the inequities of interest and importance to the community. For some conditions and communities, existing data can provide the information needed for these assessments. In other cases, applicants must collect the data they need (e.g., through surveys) to have information to develop a plan of action. HEZs should use lessons learned from the prior needs assessment to inform their process for updating their needs assessment.

#### **C. Refine Action Plan**

Based on the results of the updates to the community needs assessments, HEZs requesting resources will work collectively to update their action plans as necessary. HEZs that have not developed a formal action plan to date will be expected to develop a public-facing plan within 6 months of receiving continuation funding. All applicants should provide clear descriptions of how they intend to maintain their plans of action.

#### **D. Maintain and Expand the HEZ Collaborative**

Throughout the first cohort of HEZ, and during the year four site visits with each HEZ, current HEZs expressed that support for convening and advancing the mission of the HEZ was essential, but resources to support those activities were limited. In response to this need, RIDOH is making resources available to existing HEZs to continue funding their support infrastructure to convene and advance the mission of the collaborative. Requests should reflect the funding received from other sources. Funding will be contingent on the applicant's ability to demonstrate an unmet need.

#### **E. Cohort Two Peer Mentoring (Optional)**

RIDOH is making available an additional \$10,000 per HEZ to become a peer mentor. These funds will be available in addition to the \$30,000-140,000 per HEZ that is currently available based on demonstrated need. Applicants do not need to provide a workplan for these activities. Specific activities will be discussed post award, but will include at minimum the willingness and ability to lead Learning Community sessions and partnering with Cohort 2 HEZs as a mentor based on similarities in populations, geography, and/or priorities.

### **Cohort Two (New Health Equity Zones) Scope of Work:**

#### **A. Build or Expand a HEZ Collaborative**

Applicants must describe the existing collaborative that will serve as the foundation of their proposed HEZ, and the catalyst for achieving the goals of their community action plan. A HEZ Collaborative may include partners such as elected officials, community health workers, educators, community residents, local agency leadership, community planners, healthcare delivery system representatives, Emergency Medical Services (EMS) staff, pharmacies, members of the business community, faith-based leaders, WIC agencies, etc. Communities where RIDOH has funded a Maternal, Infant and Early Childhood Home Visiting Program (see Appendix 4 – MIECHV Local Implementation Teams) will be required to engage and align with the Local Implementation Teams in their respective communities. Applicants are encouraged to describe partnerships or planned partnerships with other local and regional coalitions, such as the Rhode Island Department of Behavioral Healthcare, Developmental Disabilities, and Hospitals (BHDDH)-funded Regional Prevention Coalitions.

Communities with no existing collaboratives are still encouraged to apply. Applicants representing communities with no existing collaborative must clearly describe how the existing community stakeholders will build a

community collaborative. Applications must be accompanied by letters of support from community stakeholders and residents who will work to establish a community collaborative.

Applicants building on mature, existing community collaboratives are encouraged to take action to expand, maintain, and further develop this collaborative to achieve HEZ program goals. Each community collaborative should use a *collective impact* and *community engagement* process within their respective HEZ. Applicants with new or mature collaboratives requesting resources for collaborative development, expansion, or maintenance are expected to develop and implement plans to evaluate the diversity and inclusiveness of their respective collaboratives, and incorporate *collective impact* and *community engagement* strategies in their collaborative governance.

- ***Collective Impact*** strategies are used to establish partnerships with community and public organizations to leverage each other's strengths and resources; to develop and agree on shared goals and outcomes for the community, rather than for individual agencies; to foster close ties with grassroots organizations, schools, and government agencies forged to initiate and organize programs that will benefit the place/community; and to ensure the work of all partners is mutually reinforcing (i.e., each partner should do the work they excel at in a way that supports and is coordinated with the work of the other partners and works towards the community's shared vision.)
- ***Community Engagement*** strategies are used to actively engage residents in the geographic area, and assure that racial and ethnic groups, individuals with disabilities, youth, and elderly residents have a meaningful participation in the collaborative.

Successful applicants who seek resources for expansion or maintenance of an existing collaborative should have already established a process for collaborative governance that can be shared with RIDOH. This process should be inclusive, at minimum, of *collective impact* and *community engagement* strategies.

#### **B. Conduct a Baseline Assessment Within the HEZ**

Successful applicants will be required to conduct an assessment of the social, economic, physical and environmental conditions impacting the health of their respective HEZs, and describe the inequities of interest and importance to the community. For some conditions and communities, existing data can provide the information needed for these assessments. In other cases, applicants must collect the data they need (e.g., through surveys) to have information to develop a plan of action.

Examples of resources that can be used to conduct a needs assessment include:

- Community Needs Assessment Guide (Center for Urban Research at Loyola University)  
<https://cyfar.org/sites/default/files/Sharma%202000.pdf>
- Community Toolbox – Needs Assessment Guide  
<https://ctb.ku.edu/en/table-of-contents/assessment/assessing-community-needs-and-resources>
- CDC CHANGE Toolkit for Conducting Needs Assessments  
<https://www.cdc.gov/nccdphp/dch/programs/healthycommunitiesprogram/tools/change/downloads.htm>

Examples of information sources that can be used to help in needs assessment work include:

- Policy Map  
[www.policymap.com](http://www.policymap.com)
- CDC National Environmental Public Health Tracking Network

<https://ephtracking.cdc.gov/InfoByLocation/>

Assessment timelines will be based on the establishment of a collaborative reflective of the residents and stakeholders of the applicant's HEZ. Some applicants working with an existing collaborative may already have a detailed assessment of their HEZ. In some cases, these projects will not need to recreate what has already been accomplished and can proceed directly to development of a plan of action. RIDOH will work with applicants on an individual basis to determine readiness and timing.

### **C. Develop a Plan of Action**

Only applications from existing, mature collaborative are expected to include the development of a plan of action in their Year 1 proposal. Plans must be informed by an existing baseline assessment of the HEZ.

Applicants are expected to consider the following in developing their plan:

- Respond to the needs and priorities of residents impacted by the plan by ensuring resident voice is part of the planning process.
- Address health outcomes/health risks identified through their assessments of the HEZ.
- Select strategies that reflect the community assets and strengths as well as the gaps identified in the community assessment and promote a healthy community. Strategies should be selected in coordination with RIDOH. RIDOH has compiled a list of existing approaches to address numerous physical and behavioral health conditions as well as community interventions targeted at the social, environmental, and economic determinants of health. Strategies should be evidence-based best practices, emerging best practices, or evidence-informed best practices whenever possible.
- Emphasize complementary activities that integrate and build on each other to optimize health improvements. Applicants are encouraged to propose strategies across multiple sectors (e.g., changes in the child care environment are aligned with changes in the school environment, which are reinforced by changes in the community and in the healthcare system) and at multiple levels of the Healthy Impact Pyramid in Appendix 2 (Equity Framework: Priorities Health Equity Pyramid). (For example, a change to a municipal food policy or establishment of a new healthy food store could be reinforced with pricing and item placement strategies to make healthier foods more attractive, education and nutrition programs for staff, and a campaign to promote healthier food access by leveraging federal food benefits.)
- Target intensive strategies towards "hot spots" or areas of greatest need as defined by data.
- Pay particular attention to the cultural values, norms, traditions, beliefs, and lifestyles of community members that will affect their views on health, illness, and wellness.
- Promote healthy environments: tobacco-free policies; improving indoor air quality; improving access to affordable housing; improving housing conditions and compliance with housing code requirements; addressing mold problems; reducing exposure to pesticides and lead; improving pedestrian safety, promoting crime prevention, and increasing the availability of healthy, affordable foods.
- Address key social, economic, and environmental determinants of health (SDoH) that will have a measurable impact on at least one SDoH indicator per domain in Appendix 6 *Statewide Health Equity Indicators*.

Endorsement and support of the plan of action is critical to the success of the action plan. The plan of action needs to include the measures the collaborative will use to ensure that the plan is effectively communicated to HEZ residents and supported by a broad sector of residents and community organizations.

### **D. Implement the Plan of Action**

The identification and selection of interventions should be done in response to a data-driven community assessment and plan of action. Interventions should address improvements that can be achieved through population-based as well as individual actions, social and environmental change, health-service delivery, community-clinical linkages, and policy interventions. RIDOH encourages applicants to implement evidence-based strategies that leverage resources from multiple sectors.

Prior to implementing programs, applicants are encouraged to review the following documents to learn more about best practices and recommendations:

1. *Health Equity Zone Position Paper*  
<http://bit.ly/2AGhVF8>
2. *RIDOH Strategic Framework*  
<http://health.ri.gov/about/strategicframework/>
3. *SIM Strategic Plan*  
<http://www.eohhs.ri.gov/Portals/0/Uploads/Documents/SIM/SIMHealthAssessmentReport7-28-2017.pdf>
4. *Association of State and Territorial Health Officials (ASTHO) 2019 President's Challenge*  
<http://www.astho.org/ASTHO-Presidents-Challenge/2019/>
5. *Division of Community Health and Equity Booklet, FY 2018-2019*  
<http://health.ri.gov/publications/books/CommunityHealthAndEquity.pdf>
6. *Adolescent Sexual Health*  
<http://health.ri.gov/publications/healthprofiles/AdolescentSexualHealth.pdf>
7. *US Surgeon General National Prevention Strategy*  
<https://www.surgeongeneral.gov/priorities/prevention/strategy/index.html>
8. *Social Determinants of Health*
  - a. *Healthy People 2020: <https://www.healthypeople.gov/2020/topics-objectives/topic/social-determinants-of-health>*
  - b. *CDC Social Determinants of Health: <https://www.cdc.gov/socialdeterminants/>*
9. *Race, Socioeconomic Status and Health*  
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3442603/>
10. *Social Determinants and Health Equity*  
<https://www.kff.org/disparities-policy/issue-brief/beyond-health-care-the-role-of-social-determinants-in-promoting-health-and-health-equity/>
11. *Community Equity*  
<http://www8.nationalacademies.org/onpinews/newsitem.aspx?RecordID=24624>
12. *Racial Disparities*  
<https://www.cdc.gov/mmwr/volumes/66/wr/mm6617e1.htm>
13. *Inequalities in Life Expectancy*  
<https://jamanetwork.com/journals/jamainternalmedicine/fullarticle/2626194>
14. *Prevent Overdose RI – Neighborhoods at risk for future drug related harms*  
<https://preventoverdoseri.org/rfamap/> [[preventoverdoseri.org](https://preventoverdoseri.org/)]
15. *American Public Health Association – National Day of Racial Healing*  
<https://www.apha.org/topics-and-issues/health-equity/racism-and-health>

## **REQUIRED ELEMENTS**

Required elements of the Proposal(s) are the same for both cohorts. In addition to the above scope of services, all applicants will be required to adhere to the following grant requirements and tasks:

1. Attend bi-monthly update meetings at the discretion of RIDOH.
2. Submit monthly invoices and client demographics utilizing RIDOH's approved reporting and billing forms by the 15<sup>th</sup> of each month following delivery of services. Invoices must be accompanied by appropriate documentation of expenses and documentation of the 10% in-kind match.
3. Progress reports will be required as a condition of funding. Dates for report submission will be provided to successful applicants at the first orientation meeting. Additional reporting may be required based on performance.
4. Develop and track measures of program utilization and effectiveness in accordance with approved Evaluation Plan to be completed with assistance from RIDOH.
5. Participate in site visits by RIDOH to review overall contract performance and to ensure the timely completion of all deliverables.
6. Be able to communicate electronically via the Internet.
7. Provide appropriate credit to RIDOH as the source of funding for the HEZ activities in all published and posted media, and adhere to Communications Guidelines provided by RIDOH.
8. Comply, or be working to come into compliance with, the Enhanced National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS Standards).
9. Actively engage in RIDOH's Learning Community.
10. Commit to RIDOH's Health Equity Framework for implementation of public health activities (see Appendix 2 Equity Framework: Priorities Health Equity Pyramid).
11. Assist in building support for State priorities.
12. Complete a sustainability plan with assistance from RIDOH.

### **CLAS Language**

#### **Cultural Competence**

Cultural competence is the integration and transformation of knowledge about individuals and groups of people into specific standards, policies, practices, and attitudes used in appropriate cultural settings to increase the quality of services, thereby producing better outcomes. Competence in cross-cultural functioning means learning new patterns of behavior and effectively applying them in appropriate settings.

#### **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 Care (CLAS Standards) issued by the Federal Office of Minority Health in 2004 outline mandates, guidelines, and a recommendation for the provision of language access services, culturally competent care, and organizational supports for cultural competence in health care settings. CLAS Standards 4-7 (see below) are mandates and address language access services that should be provided by every organization that receives federal funding, whether directly or indirectly.

Effective immediately, all vendors 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 vendor 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. Vendor shall have an education, training and staff development plan for assuring culturally and linguistically appropriate service delivery.

2. Vendor 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. Vendor 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. Vendor 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*. Vendor 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.

### **Importance of CLAS standards to the goal of a healthier Rhode Island**

#### **A. The Principle Standard:**

1. The Principal Standard: Provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health 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 who 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 healthcare 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 minors 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.

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 9 - 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 6: 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 7 (Application Packet)**. 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)**

Submit a completed Proposal Checklist included in Appendix 7 (Application Packet)

#### **Title Page (1 page)**

Submit a completed Title Page included in Appendix 7 (Application Packet).

#### **Cover Letter (1 page)**

The applicant must include a signed cover letter on official organization letterhead from an agent who is authorized to sign contracts on behalf of the applicant. Please use the Sample Cover Letter included in Appendix 7 (Application Packet) as a guide.

#### **Project Abstract**

Submit a completed Prior Abstract as a one-page general summary of the project. Please use the Project Abstract Form included in Appendix 7 (Application Packet) as a guide.

#### **Applicant Description**

Submit an applicant description included in Appendix 7 (Application Packet).

#### **Agency Demographic Information**



Complete Agency Demographic Information Form included in Appendix 7 (Application Packet).

### **Project Narrative (up to 25 pages)**

The information contained in this section should constitute the bulk of the project proposal. The requested information should address the entire contract period beginning July 1, 2019 but not to exceed June 30, 2020. A sample of the Project Narrative is provided in Appendix 7 (Application Packet) and must be submitted according to the following format:

#### **Part A – Problem Statement/Needs Assessment and Population to be served**

This section must describe:

- Community assessment efforts to date, how community residents were or will be involved in assessment efforts, the issues, challenges, and assets identified and the extent to which specific gaps in environmental and system policies, service delivery or need for service improvements have been identified and how they will be addressed by the proposal.
- A description of the community/neighborhood (geographic location/place) impacted by the proposal including the demographic characteristics of residents.
- A **Map** in the appendix with the borders of the area(s) the Collaborative will address.
- The Collaborative’s access and/or proposed outreach strategies to the target sectors. Any reports from community forums, key informant interviews, health risk assessments, or community scans and plans the Collaborative has conducted should be provided in the attachments.

In this section, applicants should also describe what preparatory work has already been done to position them for success (e.g.; do they have the partners, commitments, prior assessments, political buy-in and/or a good climate? How do they plan to overcome barriers? How will they engage partners, garner buy-in, make this an important issue in the community, hire staff, make this a part of their institution, etc.?)

Please describe:

- Assessment tools used
- The assessment process
- How the public was involved
- How priorities were identified
- Key results

#### **Part B – Community Readiness**

**Part B1: Lead Applicant/Coordinating Agency** - Provide a detailed description of the applicant/lead organization (backbone organization), which will serve as the backbone and fiduciary agent for the grant. This description should include details associated with the organization as follows: type (e.g. public/not-for-profit); governing structure (e.g. Boards, Advisory Committees, etc.); history (date established, major accomplishments etc.); mission and vision; staffing; current activities and services; track record in serving vulnerable populations such as racial and ethnic minority populations, low-income population, special needs population; and prior experience with RIDOH, if any; and current partners. In this section, the applicant should explain why their organization is an appropriate choice for Coordinating Agency for this project. Include a statement regarding the agency’s understanding of the social determinants of health; policy, systems, and environmental change; and health equity. Describe how these key concepts fit with the mission and work of the organization. Discuss any efforts the lead applicant (backbone organization) has been involved in to mobilize the community. Indicate if the lead applicant (backbone organization) has experience facilitating or leading groups, coalitions or collaboratives. Discuss how the lead applicant (backbone organization) has involved the public and stakeholders in making decisions about the community. This RFP and contract will be funded under the cost reimbursement method of payment. The awardee is required to finance its operations within its own working capital. RIDOH will authorize payments to reimburse the awardee for actual cash disbursements supported by adequate documentation illustrating all costs have been incurred and paid. Lead agency applicants should take this into consideration when preparing their

budget request to ensure adequate capital is available to support their compliance with this payment methodology. RIDOH reserves the right to request financial statements to determine viability of the proposed backbone agency.

#### **Part B2: Community Collaborative Description**

- **Local Collaborative for Health Equity** - Provide a description of the Collaborative on behalf of which the lead applicant (backbone organization) is applying, its membership, engagement process and statement of purpose. Describe the role of each Collaborative member and what resources (staff, expertise, physical space and equipment, connections with residents, funds) each member will contribute. Include Letters of Commitment from each partner named. Letters should outline partners' roles and the benefits they receive from participating. A completed Collaborative Member Demographic Form must be included in this section.
- **Community Action Team** - Describe your "community action team" – key partners that will be **funded by the backbone organization as sub-contractors** with clearly-defined work specifications in carrying out this project. Include Letters of Commitment in the appendix that describe their involvement in this project and outline the time and resources committed.
- **Additional Partners** - Identify additional partners you anticipate will be needed for this initiative and how you plan to engage them. Partners could include local leaders, city planners and transportation officials, law enforcement, neighborhood groups, community development corporations, businesses, parks and recreation, faith-based groups, advocacy organizations, schools, and residents, among others. If you are proposing a project that will require city/town approval, you must provide a Letter of Support from your city/town government stating that they approve the project

Describe any previous work in the community that this project will leverage.

Describe the political and economic climate in the community and how that may positively or negatively affect this project. Discuss how you will overcome or navigate around obstacles.

#### **Part C –Goal(s) Statement, Objectives and Activities/Strategies:**

In this section, applicants are required to prepare goal statements, objectives, and associated activities. All goals, objectives, and activities must be specific, measurable, attainable, realistic, and time-specific (SMART). Objectives and cost proposals must be written for Year 1 plus up to three additional 12-month periods (Year 1 may vary depending on the number of components).

- a. Focuses on activities/events that the Applicant and the collaborative will undertake to produce program outcomes during the program year.
- b. Focuses on policy, systems and environmental changes (e.g. appropriate use of community services, crime reduction in the community).
- c. Focuses on changes in knowledge, attitudes, behaviors, beliefs, health status, and client satisfaction, (e.g., reduced prevalence of high blood pressure and diabetes, engagement in fewer risky behaviors, maintenance of healthy weight, etc.) and/or policy, systems and environmental changes.

Applicants should also describe goals and objectives around how they are going to build their Community Action Team and implement their **Work Plan**. Applicants must make the connection between assessment results, public input, and the final selection of goals, objectives, and activities. Applicants are required to submit a draft **Work Plan** (see Application Packet "**Work Plan: Goals, Objectives, Activities/Strategies & Timeline**) including project goals, objectives, and activities/strategies for the three years of funding as an attachment. Grantees will work with RIDOH to finalize the **Work Plan** within 30 days of award.

**Part D – Project Timeline:** A sample **Project Timeline** Form is provided in the Application Packet to document the proposed time frame for achieving your project's objectives. The project timeline can also be included in the **work plan**. Applicants are required to submit an **Annual Project Timeline** for Year 1 and up to three additional years of funding.

**Part E – Project Administration and Staffing Plan:** This section should describe the supervision and management of the proposed project. Specifically, it should address the following:

1. Delineate the organization’s ability to fully implement upon notification of the grant award and describe how the proposed project will be integrated into the existing organizational structure and previously established programs.
2. Describe the role of each committed partner/member of the Collaborative in the implementation of project initiatives (letters of commitment specifying roles and resources brought to the Collaborative are required).
3. Describe the management, oversight and decision-making process for the implementation of the project activities, role of the backbone/fiduciary Coordinating Agency vis a vis the Collaborative.
4. Describe how the demographic composition of the target population will be given consideration in the recruitment and selection of administrative and service delivery staff.
5. Indicate all staff that will be funded through this proposal and the percentage of time that each staff member will allocate to the project activities. The specific work responsibilities of each staff member should be fully described with emphasis on the duties each staff member will assume to support the projects funded through this grant. One staff person from the applicant lead Coordinating Agency should be designated as the **Project Director** and as such should assume responsibility for all project reporting requirements. Job descriptions and resumes (when available) for project staff must be included in the appendices of the grant proposal.
6. Detail the role of all subcontractors (Community Action Team) in relation to the role of the applicant Coordinating Agency. It is important to identify who has the lead responsibility for the continuum of all proposed services. The specific expertise of each subcontractor and how this expertise will contribute to successful program implementation must also be discussed. Please attach copies of all applicable subcontract agreements.

**Part F – Community Support and Linkages:** This section, with an attachment piece (*up to 15 pages*), should describe community support and service linkages as it relates to carrying out the stated goals of the project. This section should be used to identify community-based organizations, healthcare providers, and other partners who are committed partners in implementing one or more of the project activities. Please document community linkages by providing Letters of Support or Memoranda of Agreement as appendices to the application. Letters of Commitment should clearly indicate the role of each partner, what resources they will dedicate, and how this work fits with their mission.

**Part G – Evaluation Plan:** All Applicants must submit an **Evaluation Plan** that includes each of the components listed below. Please a Sample Evaluation Plan included in Appendix 7 (Application Packet) as guidance.

- Describe how you will measure your success;
- Describe how you will demonstrate the impact of your programs on your program participants;
- Indicate who will perform the evaluation and how the evaluation data will be applied;
- Indicate the project’s process and outcome objectives;
- Include the indicators (measures of program activity) that will be used to document achievement of project objectives;
- Indicate the types of evaluation data that will be collected and the corresponding data sources; and
- Discuss how the evaluation results will be disseminated.

Some resources for guidance with evaluation plans include:

- Community Toolbox: Evaluation Guide  
<https://ctb.ku.edu/en/table-of-contents/evaluate/evaluation/evaluation-plan/main>
- CDC Center for Chronic Disease Prevention and Health Promotion Evaluation Handbook  
<https://www.cdc.gov/obesity/downloads/cdc-evaluation-workbook-508.pdf>
- Kellogg Evaluation Handbook

<https://www.wkcf.org/resource-directory/resource/2010/w-k-kellogg-foundation-evaluation-handbook>

### **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**

**Project Budget:** The project budget describes in detail the expenses of the program and consists of two parts—a **Financial Budget** and a **Budget Narrative**. Budgets in the range of \$20,000 to \$150,000 will be considered for Year 1 of the grant for CH2 applicants, and \$30,000 to \$140,000 will be available to CH1 HEZ requesting continuation funding. CH1 funding will be based on the applicant’s ability to demonstrate a fiscal deficit for the continuation of their HEZ collaborative. Funding provider contract dates may vary based on the funding awarded for up to four components: a) build, expand, or maintain a HEZ Collaborative; b) conduct a baseline assessment within the HEZ; c) develop a plan of action; and d) implement the plan of action. The funding request should represent the resources needed to accomplish the proposed activities within the proposals. The lower end of the funding range may be appropriate for modest proposals to build a collaborative and define a HEZ. The higher end of the funding range may be appropriate for an existing, mature Collaborative which has already conducted a community assessment and strategic plan, and requests funds to expand upon this work.

If approved for continuation funding in subsequent years, funded organizations (Coordinating Agency) will be required to submit a budget for year two up-through year five. In order to be funded, all applicants are required to include a verifiable ten percent (10%) in-kind match by the applicant organization and/or members of the collaborative. The components of both the financial budget and the budget narrative are described below.

This RFP and contract will be funded under the cost reimbursement method of payment. The awardee is required to finance its operations within its own working capital. RIDOH will authorize payments to reimburse the awardee for actual cash disbursements supported by adequate documentation illustrating all costs have been incurred and paid.

**Financial Budget:** The financial budget is a listing of all project expenses. Please use the Budget Worksheet included in Appendix 7 (Application Packet) to prepare the Financial Budget. Indirect costs are not an allowable expense for proposals submitted in response to this RFP. Indirect costs are expenses that cannot be clearly tracked and are not included in the allowable expense categories listed below. Please include a verifiable ten-percent in-kind match (required contribution) by the collaborative on the Budget Summary Form. The following is a description of allowable expenses:

#### **ALLOWABLE EXPENSES**

1. **Personnel:** Indicate each staff name and position for this project. Show percentage of time allocated to this project, the total annual salary and hourly rate, the personnel costs being requested under this RFP.
2. **Fringe Benefits:** Include those benefits normally provided by an organization. Percent and detailed breakdown of each benefit is required, such as FICA, unemployment, worker’s comp., medical, dental, vision, vacation time, personal time, sick leave, etc. Also indicate the fringe benefit rate for the organization.
3. **Consultants/Speakers:** List each consultant/speaker individually, specifying the hourly rate and number of hours. Only expenses for functions related to this project may be included.
4. **Travel:** Local travel only is allowed. Reimbursement for mileage expenses is not to exceed \$0.58/mile or the

current rate effective for RI State employees. Reimbursement of travel expenses is allowed for activities related to this project only.

5. Printing/Copying: Include the cost of duplicating educational materials 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.
6. Supplies: List office and program supplies allocated to the project.
7. Telephone/Internet: Include telephone expenses associated with the project at a cost per month.
8. Educational/Resource Materials: List books, curricula, videos, or other resource materials purchased for program use.
9. Postage: Indicate postage expenses allocated to the project.
10. Facilities/Rental Expense: Indicate the cost of office space (rental) and other facility expenses incurred as a result of this project (e.g., rental of program space).
11. Capital Expenses/Equipment: Funds used for capital expenses or equipment are not to exceed one thousand five hundred dollars (\$1,500.00) per contract period. Organizations requesting funds for capital expenses or equipment must prepare a statement justifying the need and receive prior approval.
12. Other: List additional expenses that are not included in another budget category. (Example: Refreshments)
13. Subcontracts with Other Organizations: Payments to not-for-profit community-based organizations and private for-profit entities that provide services to the applicant organizations in support of funded project activities are allowable. A memorandum of agreement must be provided for each subcontract.

**Budget Narrative:** The budget narrative should include the following components:

- **Justification of Project Expenses:** The budget narrative must clearly explain the purpose of each item listed in the Financial Budget. Evidence of the financial health of the organization as documented by a copy of the organization's most recent financial audit is required as an appendix. If the financial audit is not available, a copy of the organization's most recent financial statement must be provided.
- **Other RIDOH Funding Sources:** Please complete a matrix of other RIDOH funding sources and attach it to your Budget Narrative. RIDOH will review this matrix in conjunction with your funding proposal to ensure that funds awarded by RIDOH are not being utilized to duplicate existing services.

#### **Resources Leveraged/Sustainability**

- Describe how other funding will be leveraged to strengthen, expand, and continue the work of the Applicant's HEZ. Specifically, describe how you plan to continue this work when the funding from this grant ends.
- Describe how this project relates to other national, state, local, private and/or foundation activities and funding streams. Provide evidence that this project builds on and leverages existing efforts. These efforts could include those that are State-funded or those funded by federal programs such as the US Department of Health and Human Services (HHS), and programs supported by other agencies such as the Corporation for National and Community Service, Environmental Protection Agency, US Department of Agriculture, US Department of Education, US Department of Housing and Urban Development, US Department of Transportation, and the US Park Service.
- Identify potential future resources to support key components of the HEZ's action plan from diverse sources such as other governmental funding streams, foundations, public financing schemes built into proposed policy, environmental, programmatic, infrastructure plans, or foundation and private sector partners, and hospital community benefit investments.

#### **Allocation of Funds**

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.

### **C. ISBE Proposal**

See Appendix 1 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 7: EVALUATION AND SELECTION**

RIDOH will award the contracts to the applicants whose proposal demonstrates conformity to this RFP's specifications with respect to the scope of services and the project cost. Applicants must demonstrate that they possess the fiscal resources required to implement the proposed project.

Proposals will be reviewed by a Technical Review Committee comprised of staff from state agencies that have experience working with community-based programs. The maximum possible score is 206 points and applications scoring below 150 points in the technical review will be dropped from further consideration.

Proposals will be reviewed and scored based upon the Proposal Evaluation Form included in Appendix 7 (Application Packet).

RIDOH will review applications and assess the applicant's responsiveness to the fundamental principles which guide the work of HEZ Collaboratives:

- Community-led (the voice of the community is upheld as the primary driver of decisions),
- Equity-based (devoted to eliminating health disparities),
- Place-based (defined geographically),
- Population-based (committed to all people within its boundaries),
- Stakeholder-based (designed to engage the community in all phases of work),
- Data-based (committed to quantitative measurement and evaluation),
- Goals-based (committed to producing targeted measurable deliverables to benefit the community),
- Collective impact-based (unified through diverse perspectives to move effectively in one direction),
- High-impact (aimed at addressing socioeconomic and environmental determinants of health), and
- Evidence-based (required to base all activities upon evidence-based strategies).

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

<b>Criteria</b>	<b>Possible Points</b>
Problem Statement, Needs Assessment and Population to be Served	20 Points
Lead Applicant/Partnership Description	25 Points
Project Goals, Objectives and Activities/Strategies	35 Points
Project Timeline	10 Points
Project Administration	10 Points
Community Support and Linkages	10 Points
Evaluation Plan	20 Points

Cost Proposal*	60 Points
Overall Merit of Project	10 Points
<b>Total Possible Evaluation Points</b>	<b>200 Points</b>
ISBE Participation**	6 Bonus Points
<b>Total Possible Points</b>	<b>206 Points</b>

\*Cost Proposal

- HEZ Cohort 1 will be evaluated on if they receive infrastructure funding from other sources.

\*\*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:

$$\begin{aligned}
 & (\text{Vendor's ISBE participation rate} \div \text{Highest ISBE participation rate} \\
 & \quad \times \text{Maximum ISBE participation points})
 \end{aligned}$$

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.

**Technical assistance from RIDOH**

RIDOH will provide technical assistance in leadership and capacity-training for residents and stakeholders to develop the confidence and skills necessary to lead their own groups, and subsequently, serve as mentors to other communities. The model should motivate and enable residents, community leaders, and Community-Based Organizations (CBOs) to sustain the program beyond the funding period.

RIDOH reserves the exclusive right to select the individual(s) or firm (vendor) that it deems to be in its best interest to accomplish the project as specified herein, and conversely reserves the right not to fund any proposal(s).

Points will be assigned based on the offeror’s clear demonstration of his/her abilities to complete the work, apply appropriate methods to complete the work, create innovative solutions and the demonstrated quality of past performance in similar projects.

Applicants may be required to submit additional written information or be asked to make an oral presentation before the technical review committee to clarify statements made in their proposal.

**SECTION 8: ADMINISTRATIVE INFORMATION**

All applicants applying for funds through this RFP are strongly encouraged to attend one of two Informational/ Technical Assistance Workshops. The workshops will provide an overview of the RFP requirements and will provide an opportunity for questions and answers.

The workshops will be held on Thursday, February 14, 2019 at 10:00 a.m. and Monday, February 25, 2019 at 2:00 p.m. at the Rhode Island Department of Health, 3 Capitol Hill, Providence, RI in the Health Auditorium (lower level). Questions and answers presented at these meetings 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 employees regarding this RFP will be permitted.

**Applicants must refer to the RIDOH website ([www.health.ri.gov/rfp](http://www.health.ri.gov/rfp)) for notification of any changes to the workshop dates.**

**RIDOH Technical Assistance Schedule**

RIDOH has established the following timetable for awarding Health Equity Zones contracts for Fiscal Year 2020:

Letter of Intent to apply (LOI) (Required for Cohort 2)	February 1, 2019
Notification of approval to submit full application to Cohort 2	February 8, 2019
Technical Assistance Workshop 1	February 14, 2019 10:00 a.m.
Technical Assistance Workshop 2	February 25, 2019 2:00 p.m.
Full Application	March 15, 2019
Applicant Interviews (if required)	March 18-29, 2019
Notification of Award	April 1, 2019
Project start date (approximate)	July 1, 2019

**SECTION 9: 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 1. 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 6-A (“Technical Proposal”) of this solicitation. The technical proposal is limited to twenty-five (25) type-written pages (this excludes any appendices, table of contents, or resumes).
  - One (1) printed paper copy, marked “Technical Proposal -Original” and signed.
  - Five (5) printed paper copies
- D. Cost Proposal - A separate, signed and sealed cost proposal responding to all the information as required and described in Section 6-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.
  - Five (5) 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 7).
    - Printed copies are to be only bound with removable binder clips.

#### **SECTION 10: PROPOSAL SUBMISSION**

Interested applicants may submit **Letters of Intent (by February 1, 2019 @ 4:00 p.m.)** and **full proposals (by March 15, 2019 @ 4:00 p.m.)** to provide the services covered by this Request for Proposals.

Responses (an original plus five (5) copies) should be mailed or hand-delivered in a sealed envelope marked “RFP# 2019RIDOH001 Health Equity Zones Cohort #” to:

*Rhode Island Department of Health  
Attention: Ana P. Novais, Executive Director of Health  
3 Capitol Hill, Room 401  
Providence, RI 02908-5097*

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or those not presented to the Rhode Island Department of Health by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed or emailed to RIDOH will not be considered.

An applicant’s submission of a proposal constitutes acceptance of the terms, conditions, criteria and requirements set forth in the RFP and operates as a waiver of any and all objections to the contents of the RFP. By submitting a proposal, an applicant agrees that it will not bring any claim or have any cause of action against RIDOH or the State of Rhode Island based on the terms or conditions of the RFP or the procurement process.

#### **INSTRUCTIONS FOR SUBMISSION AND PREPARATION OF A “LETTER OF INTENT”**

**Schedule:** All Cohort Two (New Health Equity Zones) applicants must submit a Letter of Intent by February 1, 2019 @ 4:00 p.m.

**Format:** Letters of Intent shall not exceed 5 pages, double-spaced, no smaller than 1 inch margins, and 12 point Calibri or Times New Roman font

**Content:** Letters of intent shall include a brief description of:

- The applicant.
- The community/neighborhood that encompasses the Health Equity Zone (HEZ).
- The collaborative, including its members, history, and vision/goals for a healthier community. For

- applications in which collaborative do not yet exist, describe potential members and goals.
- The scope of work, including how the project would complement/align with related projects already completed or currently underway in the target community/place.

### **INSTRUCTIONS FOR SUBMISSION AND PREPARATION OF A “FULL PROPOSAL”**

**Schedule:** For those invited to submit a full proposal, applicants must submit their Request for Proposal by March 15, 2019 @ 4:00 p.m.

**Format:** The applications must be typed, double-spaced, and paginated with 1-inch margins. Applications are not to exceed 25 pages excluding the Project Checklist, Title Page, Cover Letter, Abstract, Budget, Budget Narrative, and Appendices. Please refer to Section 6: Proposal for sections to be included in the application.

### **SECTION 11: SELECTION PROCESS**

Letters of Intent for Cohort 2 will be reviewed by a Technical Review Committee, comprised of staff from state agencies that have experience working with community-based programs, in accordance with the **Eligibility Criteria** as described in Section 4: Eligibility Criteria and the **Content** as described in Section 10: Proposal Submission “Instructions for Submission and Preparation of a Letter of Intent”. The Committee will inform all applicants of the status of their proposals by February 8, 2019 and will invite all applicants of promising Letters of Intent to submit a full proposal.

The process for selecting projects for funding (for those projects invited to submit full proposals, based on their brief proposal submissions) consists of the following steps:

- Step 1:** The Technical Review Committee will conduct a preliminary review of each proposal to ensure it conforms to RFP requirements.
- Step 2:** The Technical Review Committee will review qualified proposals using the criteria in Section 7: Evaluation and Selection
- Step 3:** The proposals will be ranked by the scores of the Technical Review Committee. Awards will be made based on the availability of funds. If an Applicant is approved for funding but is unable to accept a contract, the contract will be offered to the Applicant with the next highest ranking.

Proposals will be reviewed and evaluated according to RIDOH’s priorities and project standards established in this RFP.

### **SECTION 12: REQUIRED ATTACHMENTS**

1. MBE, WBE, and/or Disability Enterprise Participation Plan [Appendix 1]
2. Evidence of Non Profit Status (copy of 501c3)
3. A completed and signed W-9 downloaded from the RI Division of Purchases Internet home page at <http://www.purchasing.ri.gov/bidinfo/geninfo/standard.aspx>
4. Staff resumes and job descriptions
5. Letters of agreement or memoranda of agreement
6. Letters of support
7. Most recent financial audit
8. DUNS number and an active registration in the federal System for Award Management (SAM)
9. Budget Worksheet
10. Budget Narrative

### **SECTION 13: APPENDICES**

- APPENDIX 1: Proposer ISBE Responsibilities and MBE, WBE, and/or Disability Business Enterprise Participation Form
- APPENDIX 2: Equity Framework: Priorities Health Equity Pyramid
- APPENDIX 3: RI Maternal & Child Health MCH Title V Plan 2016-2020
- APPENDIX 4: MIECHV Local Implementation Teams
- APPENDIX 5: Regional Prevention Coalitions
- APPENDIX 6: Health Equity Indicators
- APPENDIX 7: Application Packet
- APPENDIX 8: Definitions
- APPENDIX 9: RIDOH Contract Terms and Conditions

### **SECTION 14: 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/RIVIP/publicdocuments/ATTA.pdf>

## APPENDIX 1.

### 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. <b>Please complete <u>separate forms</u> for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.</b></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.				
<b>Prime Contractor/Vendor Signature</b>			<b>Title</b>	<b>Date</b>
<b>Subcontractor/Supplier Signature</b>			<b>Title</b>	<b>Date</b>

M/W/Disability Business Enterprise Utilization Plan - RFPs - Rev. 5/24/2017

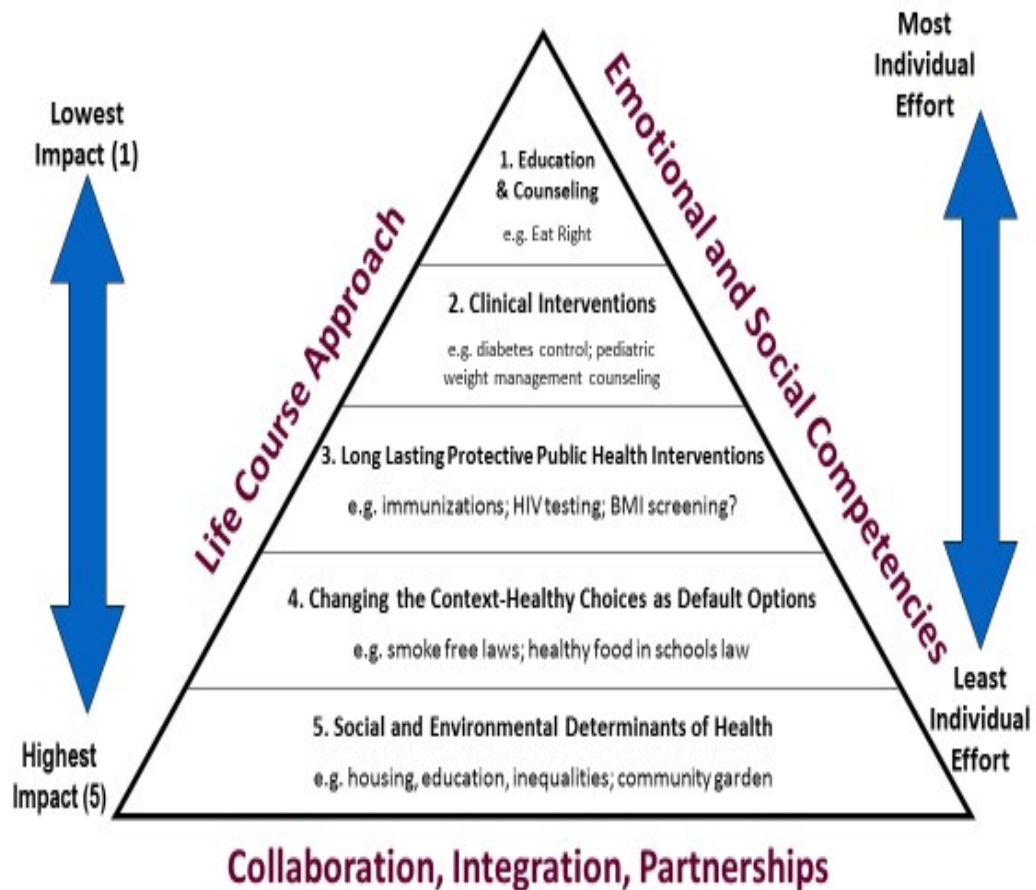
## APPENDIX 2

### EQUITY FRAMEWORK: PRIORITIES

#### Health Equity Pyramid

## Health Equity Framework - Equity Pyramid

This pyramid is adapted from Thomas Frieden, MD, MPH, Health Impact Pyramid presentation at the Weight of the Nation conference, Washington D.C., July 27, 2009



## Appendix 3

RI Maternal & Child Health MCH Title V Plan 2016-2020



### IMPROVE THE ROUTINE PROVISION OF PRECONCEPTION CARE & EDUCATION

#### Objective

Increase the % of women with a past year preventive visit from 76.5% to 78% by 2020

#### National Performance Measure

Percent of women with a past year preventive visit



#### Strategies

- Routine pregnancy intention screening with the One Key Question model Coordinate preconception health social marketing campaign
- Integrate preconception care topics into undergrad/graduate/post-grad/continuing education and training for clinical providers and allied health professionals
- Improve coordination of transition from OB-GYN to primary care Promote reimbursement of Long-Acting Reversible Contraceptives (LARC) during the postpartum period
- Survey providers to assess current policies & practices related to preconception care

#### Evidence Based Strategy Measure

ESM 1.1 - Proportion of Title X family planning clients with documented

## INCREASE BREASTFEEDING AWARENESS & SOCIAL SUPPORT

### Objective

- Increase the % of infants who are ever breastfed from 80.5% to 82% by 2020
- Increase the % of infants breastfed exclusively through 6 months from 21.5% to 26% by 2020

### National Performance Measure

Percent of infants who are ever breastfed and percent of infants exclusively breastfed through 6 months

### Strategies

- Coordinate & standardize breastfeeding messages for all RIDOH programs that work with prenatal & postpartum women
- Support efforts to increase the number of International Board Certified Lactation Consultants (IBCLC) & Certified Lactation Consultants (CLC) working in healthcare settings
- Support work to strengthen both the state & national laws supporting nursing working mothers
- Support Baby Friendly Hospitals statewide
- Leverage Baby Cafe Initiative; supporting Lactation Consultants
- Develop campaign for education on resources or free breast- pumps and insurance coverage

### Evidence Based Strategy Measure

ESM 4.1 - % of RI Birthing Hospitals Designated as Baby Friendly Hospitals



## ADDRESS OBESITY/NUTRITION & PHYSICAL ACTIVITY FOR CHILDREN

### Objective

Increase the % of children ages 6 through 11 & adolescents 12 through 17 who are physically active at least 60 minutes per day from 26% to 29% by 2020

### National Performance Measure

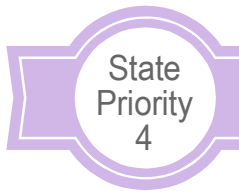
Percent of children ages 6 through 11 & adolescents 12 through 17 who are physically active at least 60 minutes per day

### Strategies

- Support the Healthy School Initiative with technical assistance nutrition & physical activity training opportunities
- Conduct a statewide Comprehensive School Physical Activity Program (CSPAP) Training
- Facilitation of a statewide Presidential Youth Fitness Program training to promote individual fitness
- Build support for Physical Education / Physical Activity (PE/PA) in schools & educate administrators & elected officials to build support for statewide recess policy

### Evidence Based Strategy Measure

ESM 8.1 - Number of schools implementing Healthy Schools Initiative Pilot



## INCREASE THE CAPACITY & EFFICIENCY OF THE ADOLESCENT SYSTEMS OF CARE

### Objective

Increase the % of adolescents, ages 12 through 17 with a preventive medical visit in the past year from 70% to 74.5% by 2020



### National Performance Measure

Percent of adolescents ages 12 through 17 with a preventive medical visit in the past year



### Strategies

- Increase youth awareness of the importance of the adolescent well visit
- Expand youth suicide prevention program to primary care sites
- Create a comprehensive statewide adolescent health five year strategic plan
- Expand Teen Outreach Program
- Improve adolescent clinical services

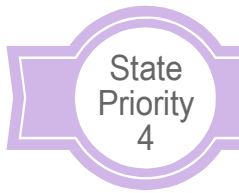


### Evidence Based Strategy Measure

ESM 10.1 - # of youth advisory council established in Health Equity Zone (HEZ) communities focusing on health & wellness

ESM 10.2 - Completion of Adolescent Health State Plan by 2017

ESM 10.3 - # of participants in Teen Outreach Program



## INCREASE THE CAPACITY & EFFICIENCY OF THE ADOLESCENT SYSTEMS OF CARE

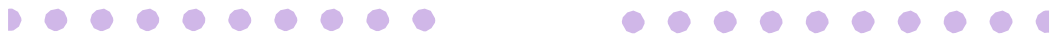
### Objective

Reduce the rate of teen pregnancy in Rhode Island core cities to 25 per 1,000 by 2020



State Performance Measure

Teen pregnancy rate (ages 15-19) in RI Core Cities



### Strategies

- Routine pregnancy intention screening with the One Key Question model Coordinate preconception health social marketing campaign
- Integrate preconception care topics into undergrad/graduate/post-grad/continuing education & training for clinical providers & allied health professionals
- Improve coordination of transition from OB-GYN to primary care
- Promote reimbursements for long-acting reversible contraception (LARC) during postpartum period
- Survey providers to assess current policies and practices related to preconception care

## DEVELOP & SUPPORT IMPLEMENTATION OF FAMILY VISITING PROGRAM

### Objective

- Increase the number of enrollees in the Family Visiting Program to 1600 by 2020
- Increase the number of pregnant women referred to the Family Visiting Program



State Performance Measure

Depression screening for primary care givers enrolled in family visiting



### Strategies

- Continue expansion of the Family Visiting Program
- Develop & maintain a model of mental health consultation within Family Visiting Program
- Implement continuous quality improvement strategies with community based agencies in order to enroll & retain families
- Continue to implement continuous quality improvement strategies with local implementing agencies to increase & maintain depression screening for primary care givers enrolled in Family Visiting Program
- Continue to participate in the Home Visiting COIIN



# IMPROVE THE SYSTEM OF CARE OF CHILD & YOUTH WITH SPECIAL HEALTHCARE NEEDS

## Objective

Increase the % of children with special health care needs having a medical home from 64% to 67% by 2020

## National Performance Measures

Percent of children with and without special health care needs having a medical home



## Strategies

- Support medical practices with TA to develop and implement medical homes
- Support a comprehensive system of family leadership to affect quality improvement in medical homes
- Increase number of CYSHCN who are in a PCMH, PPEP and/or Cedar practice- based quality improvement with input from family representative and pediatric providers
- Create a shared plan of care that can be used across systems of care for CYSCHN
- Develop a Web-based resource (ri.medicalhomeportal.com) to provide a consumer friendly way to navigate the CYSHCN system of care

## Evidence Based Strategy Measures

11.1 - Develop a Medical Home Portal

11.2 - % of Practices using Shared Plans of Care

## IMPROVE THE SYSTEM OF CARE OF CHILD & YOUTH WITH SPECIAL HEALTHCARE NEEDS

### Objective

Increase the % of adolescents with special health care needs who received services necessary to make transitions to adult health care from 46.5% to 51% by 2020

### National Performance Measure

Percent of adolescents with and without special health care needs who received services necessary to make transitions to adult health care

### Strategies

- Implement National TA center on Transition (Got Transition) resources (transition policies, transition readiness assessments portable medical summary) in PCMH-Kids and PPEP practices
- Offer targeted outreach to adult primary care practices that accept youth and young adults with special needs
- Build self-determination skills among YSCHN (Dare to Dream, Healthy Lifestyles, Youth Leadership Program)
- Develop a web-based resource (ri.medicalhomeportal.com) to provide a consumer friendly way to navigate the system of care that includes robust transition resources
- Train & support PCMH-Kids & Cedar care coordinators and RIPIN Call Center on transition resources
- Promote use of and reimbursement for transition planning
- Develop targeted resources for YSCHN with complex medical conditions & those exiting child welfare system

### Evidence Based Strategy Measures

- 12.1 - % of medical homes with trained staff on transition
- 12.2- % of practices with a transition policy
- 12.3 - # of youth participation in and accessing Dare 2 Dream; Self Assessments; Ready, Set, Go; HEZ; and Internships

## IMPROVE ACCESS TO ORAL HEALTH SERVICES

### Objective

- Increase the % of women who had a dental visit during pregnancy from 62.5% to 67% in 2020
- Increase % of children, ages 1 to 17, who had a preventive dental visit in the past year to from 83% to 84.5% by 2020

### National Performance Measure

Percent of women who had a dental visit during pregnancy and percent of children, ages 1 through 17 who had a preventive visit in the past year

### Strategies

- Educate on the importance of oral health through TeethFirst Academy, Obstetricians, gynecologists and midwives, Pediatricians & family practice providers, Family visitors, WIC staff, Head Start staff & other HRSA funded programs
- Include dental sealants as a covered benefit in all commercial dental insurance plans Conduct calibration training for school dentists, including appropriate identification of dental sealant need
- Develop state strategic plan which includes CSHCN
- Develop and implement mechanisms, KIDSNET and Efforts to Outcomes to track referrals from family visitors to oral health providers

### Evidence Based Strategy Measures

- 13.1 - % of RI Medicaid insured children who received a dental service in the past year
- 13.2 % of children & women referred to a dentist by home visiting program (HFA, PTA) Providers
- 13.3 - Develop state oral health strategic plan which includes CSHCN

**IMPROVE SYSTEM COORDINATION IN COMMUNITIES & STATEWIDE TO FACILITATE IMPROVED HEALTH OUTCOMES**

**Objective**

Increase the % of children ages 0 through 17 who are adequately insured to from 80% to 82% by 2020



Percent of children ages 0 to 17 who are adequately insured



**Strategies**

- Continue implementation & support of Health Equity Zone (HEZ) Initiative
- Develop certification process & core competencies for MCH workforce statewide through Community Health Worker workforce development initiatives
- Facilitate interdepartmental, interagency, and statewide discussions to improve the health care delivery system
- Engage community members, CHWs, and consumers in all areas of program, policy, and systems change
- Train CHWs in health care insurance options & how to utilize insurance consumer support centers
- Continue to train & support family visitors in health insurance options & utilization

**Evidence Based Strategy Measures**

- 15.1 - Completion of Adolescent Health State Plan by 2017
- 15.2 - # of participants in Teen Outreach Program
- 15.3 - % of Practices using Shared Plans of Care
- 15.4 - % of RI Medicaid insured children who received a dental service in the past year
- 15.5- % of children > 12 months old enrolled in Family Visiting who had a dental home



## IMPROVE MENTAL/BEHAVIORAL HEALTH ACROSS THE LIFE COURSE

### Objective

- Increase CHW competency around mental health
- Increase availability of suicide prevention programs
- Increase depression screening for primary care givers enrolled in family visiting



### State Performance Measures

Rhode Island youth suicide rate ages 10-24



### Strategies

- Identify evidence based programs to address behavioral & mental health
- Develop home visiting screens for maternal depression & referral process
- Develop & implement interventions & indicators to address toxic stress Support CYSCHN and their caregivers who may be at increased risk for suicide
- Implement suicide prevention programs
- Implement RI Psychiatry Access Program
- Implement the RI-SBIRT (Screening, Brief Intervention, and Referral to Treatment) Program

## ADOPT SOCIAL DETERMINANTS OF HEALTH IN PUBLIC HEALTH PLANNING & PRACTICE TO IMPROVE HEALTH EQUITY

### Objective

- Increase the % of Health Equity Zone activities focused on improving the social & economic conditions of women of reproductive age
- Increase the # of RIDOH programs addressing vulnerable populations through evidence based strategies
- Increase the # of data publications that demonstrate population health disparities



### State Performance Measure

HEZ activities addressing social determinants of health



### Strategies

- Continue implementation & support of Health Equity Zone (HEZ) initiative
- Develop certification process & core competencies for MCH workforce statewide through CHW workforce development initiative
- Continue to support a comprehensive system of engagement & leadership development for vulnerable populations including CYSCHN, minorities, LGBTQQ, and children in child welfare
- Develop "data-to-action" initiatives to build internal & interagency support & action

## APPENDIX 4

### MIECHV Local Implementation Teams

Local Implementation Teams (LITs) were created in communities in which MIECHV home visiting services are provided. LITs have been implemented to coordinate community activities and identify the unmet needs of families from a local perspective. LITs are composed of a wide array of community based organizations.

#### Pawtucket/Central Falls LIT

Members include representatives from mental health, housing, school departments (both Central Falls and Pawtucket), community action & youth development organizations and home visiting providers.

#### Woonsocket LIT

Members include representatives from primary care, community action and community-based organizations, mental health and substance abuse programs, Head Start, the School Department, child and family service organizations and home visiting providers.

#### Providence LIT

Members include representatives from child and family service organizations, community-based organizations, the school department, primary care and home visiting providers.

#### West Warwick LIT

Group has not been established as of yet. Discussions are currently taking place at the community level.

#### Newport LIT

Members include representatives from mental health, the community action program, community-based organizations, the school department, the community hospital, and home visiting.

## APPENDIX 5

### Regional Prevention Coalitions



The Department of Behavioral Healthcare, Developmental Disabilities and Hospitals (BHDDH) currently funds the Regional Prevention Task Forces. Seven regions receive funds to provide comprehensive substance abuse prevention and behavioral health promotion services. These regions include:

**Region 1-** Southern Providence County- Cranston, Foster, Glocester, Scituate, North Providence, Smithfield and Johnston; Northern Providence County/Blackstone Valley.

**Region 2-** Burrillville, Woonsocket, Cumberland, Lincoln, Pawtucket, North Smithfield and Central Falls; City of Providence

**Region 3-** Kent County

**Region 4-** Coventry, Exeter, West Greenwich, East Greenwich, West Warwick and Warwick; East Bay

**Region 5-** East Providence, Barrington, Warren and Bristol; Newport County

**Region 6-** Portsmouth, Tiverton, Little Compton, Jamestown, Middletown and Newport; and South County

**Region 7-** North Kingstown, Narragansett, South Kingstown, Hopkinton, Richmond, Charlestown, Westerly and New Shoreham.

This revitalized system for prevention is composed of regional prevention coalitions who are primarily responsible for overseeing the planning and delivery of prevention activities within the municipalities that comprise the region. The regional coalition is comprised of multiple municipal substance abuse prevention coalitions who retain their individual identity and continue to provide prevention services to their communities. The newly-developed regional prevention coalition provides administrative oversight, funding and other human, technical or financial resources needed to support municipal task force contributions to a regional prevention plan, and act as the fiduciary and administrative agent.

Over the five years of funding, the Regional Prevention Task Forces will be assessing the community substance abuse prevention needs and resources, developing a capacity building plan to address any gaps in resources or community readiness and a local strategic plan, implementing evidence based and best practice interventions based on community needs, and evaluating the impact of their efforts.



## APPENDIX 6

### Rhode Island's Statewide Health Equity Indicators

Developed through the RIDOH Community Health Assessment Group

Imagine a Rhode Island where every person has a fair and just opportunity to be healthy where they live. This is known as health equity. We all want to live in a place without obstacles to health like poverty and discrimination. And we all want to live in communities where we and our loved ones can access good jobs with fair pay, quality education, and safe environments. Yet in every neighborhood, a range of conditions affect people's health and safety every day.

Health happens inside our homes, schools, jobs, and communities

Generations-long conditions in these places – called social, economic, and environmental determinants of health – result in adverse health outcomes. They affect communities differently and have a greater influence on health outcomes than individual choices or access to healthcare. Reducing health disparities through policies, practices and organizational systems can help improve opportunities for everyone. That's why the Rhode Island Department of Health (RIDOH) collaborated with partners to form the Community Health Assessment Group (CHAG) and develop RI's first set of statewide health equity indicators.

#### How the statewide health equity indicators were developed

The CHAG developed these indicators as Rhode Island's statewide standard for assessing progress towards health equity. These measures reflect the systems and policies that affect the ability of all Rhode Islanders to live a healthy life and achieve their full potential. The indicators were developed through an extensive community engagement process that included the following phases:

- Phase 1: Identified policy priorities and reviewed similar work nationally and internationally.
- Phase 2: Examined 180+ potential indicators.
- Phase 3: Selected a core set of indicators.
- Phase 4: Promoting adoption of indicators as the statewide standard to measure and address health equity in RI.

#### Key information

The Statewide Health Equity Indicators include 15 determinants of health in five domains that affect health equity: integrated healthcare, community resiliency, physical environment, socioeconomics, and community trauma. Each indicator has a separate data source. When possible, data are reported by geographic location, race/ethnicity, disability status, sexual orientation, gender identity, income level, age, or other demographic characteristics.

#### How to use the data

We encourage other State agencies, community partners, policy makers, Health Equity Zone Collaboratives, healthcare providers, and health plans to integrate these indicators into their community investment strategies, policies, and action plans, as we work together to create healthier, more resilient communities across our State. Please note: Baseline data will be available on the RIDOH website in early 2019. To learn more about the CHAG or Rhode Island's Statewide Health Equity Indicators, contact [Christopher.Ausura@health.ri.gov](mailto:Christopher.Ausura@health.ri.gov) or call 401-222-1383.

Domain	Determinant	Indicator	Data Source
Integrated Healthcare	Healthcare Access	Percentage of adults who reported not seeking medical care due to cost	BRFSS
	Social Services	Ratio: Number of households receiving to number of households eligible for SNAP	SNAP
	Behavioral Health	Ratio: Number of naloxone kits to number of overdose deaths	Prevent Overdose RI
Community Resiliency	Civic Engagement	Percentage of registered voters participating in election	RI Board of Elections
	Community Preparedness	CDC Social Vulnerability Index	CDC/ATSDR
	Equity in Policy	Ratio: Number of low- to moderate-income housing units to number of low-income families	Housing Works RI, CHAS
Physical Environment	Natural Environment	Percentage of overall landmass with tree canopy cover	i-Tree Report (~ 5 yr)
	Transportation	Percentage of households reporting unsatisfactory or no public transportation in their neighborhood	HUD low-cost transportation index
	Environmental Hazards	Number and percentage of children with blood lead levels > 5 micrograms per deciliter	Lead Program, KIDSCOUNT
Socio-economics	Housing Burden	Percentage of cost-burdened renters AND owners	Housing Works RI
	Food Insecurity	Percentage of population 18+ reporting how often in the past 12 months worried or stressed about having enough money to buy nutritious meals	BRFSS
	Education	Percentage of students graduating with a regular diploma within four years	RIDE

Community Trauma	Discrimination	Percentage of adults reporting racial discrimination in healthcare settings in the past 12 months	
	Incarceration	Number of non-violent offenders under RI probation AND parole per 1,000 residents age 18+	DOC/Census
	Public Safety	Violent crime rate AND non-violent crime rate per 100,000 people	RI State Police, FBI UCR

**APPENDIX 7**

**Application Packet**

**(Pages 49 -70)**



## PROPOSAL CHECKLIST

Name of Applicant Organization: \_\_\_\_\_

- Proposal is written according to RFP specifications.**
- Proposal is typed, 12 Calibri or Times New Roman font, English, double spaced, paginated, 1-inch margins, one side of the page and submitted in the proper sequence adhering to the following outline:**
  - Proposal Checklist
  - Title Page
  - Cover Letter
  - Project Abstract
  - Applicant Description
  - Agency Demographic Information Form
- Project Narrative**
  - a. Statement of Need and Target Populations
  - b. Project Goal Statement, Objectives and Strategies
  - c. Project Timeline
  - d. Project Administration
  - e. Community Support
  - f. Evaluation Plan
- Project Itemized Budget Workbook**
- Project Budget Narrative**
- Required Attachments**
  - Attachment 1: MBE, WBE, and/or Disability Enterprise Participation Plan [Appendix 1]
  - Attachment 2: Evidence of Non-Profit Status (copy of 501c3)
  - Attachment 3: Completed and signed W-9
  - Attachment 4: Job Descriptions/ Resumes
  - Attachment 5: Letters of Agreement
  - Attachment 6: Letters of Support
  - Attachment 7: Most recent Financial Audit or current financial statements (submit only one copy)
  - Attachment 8: DUNS Number and Active Registration in the federal SAM

**TITLE PAGE**

**AGENCY INFORMATION:**

NAME OF APPLICANT AGENCY \_\_\_\_\_

ADDRESS OF APPLICANT AGENCY \_\_\_\_\_

TELEPHONE # \_\_\_\_\_

FAX # \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

F.E.I.N. # \_\_\_\_\_

PROJECT TITLE \_\_\_\_\_

**CONTACT INFORMATION:**

CONTACT PERSON NAME / TITLE

\_\_\_\_\_  
(Must be able to answer questions regarding the RFP)

TELEPHONE # \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

**Person completing this application**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

**AMOUNT of AWARD REQUEST: \$** \_\_\_\_\_

## Sample Cover Letter

Date

Ana P. Novais  
Executive Director  
Rhode Island Department of Health  
Three Capitol Hill, Room 401  
Providence, RI 02908

Dear Ms. Novais:

On behalf of the XX Collaborative, the Board of Directors of XX (insert name of organization), is pleased to submit a grant request in the amount of \$ \_\_\_\_\_ to the Division of Community, Family Health and Equity for the **Health Equity Zones** proposal that includes the following strategies:

---

As the applicant for this funding, we understand and agree to the following:

1. Any requirement of the RFP that we cannot perform shall be clearly identified and stated as exceptions;
2. We understand and agree that the proposal will become a part of the Division of Community, Family Health and Equity's files without obligation; and
3. We understand and agree that the proposal, if selected, will become a part of the resulting contract.

The following individual(s) are authorized to sign contracts on behalf of (name of organization)

Name, Address, Title, Phone #, Fax #

The person who will be responsible for the day to day coordination of this project is:

Name, Title, Address, Phone #, Fax #

Finally, the person to be contacted regarding the disposition of this proposal, and related questions is:

Name, Title, Address, Phone #, Fax #

Thank you for your consideration of our grant proposal.

Sincerely,

## Project Abstract Form

PROJECT TITLE: \_\_\_\_\_

AGENCY: \_\_\_\_\_

CONTACT PERSON FOR THIS PROPOSAL: \_\_\_\_\_

PROJECT COORDINATOR: \_\_\_\_\_

### PROJECT SUMMARY

## Applicant Description

### Agency Demographic Information Form

<i>Demographics</i>	<i>Agency Board</i>		<i>Agency Staff</i>		<i>Project Staff</i>		<i>Project Constituency</i>	
	<i>#</i>	<i>%</i>	<i>#</i>	<i>%</i>	<i>#</i>	<i>%</i>	<i>#</i>	<i>%</i>
<i>Race &amp; Ethnicity</i>								
White								
Black/ African American								
Asian								
Native Hawaiian or other Pacific Islanders								
More than one Race								
Unknown								
Hispanic / Latino								
<i>Gender</i>								
Female								
Male								
Unknown								
<i>Age Group</i>								
0 – 18								
19 – 24								
25 – 44								
45 – 64								
65 – 74								
75 years and older								
<i>Education</i>								
Less than High School								
High School Graduate / GED								
Some College								
College graduate or more								
<i>Socio-Economics</i>								
Less than \$25,000								
\$25,000 - \$34,999								
\$35,000 - \$49,999								
\$50,000 - \$74,999								
More than \$75,000								
Unknown / Refused								
<i>Language Spoken</i>								
English								
Spanish								
Portuguese								
SEA Language								
Other								
More than one Language								

Please, briefly describe the neighborhood/community served by the organization and project:

## **Project Narrative**

Part A – Problem Statement/Needs Assessment and Population to be Served

**Project Narrative**  
Part B – Community Readiness  
Part B1: Lead Applicant/Coordinating Agency



## **Project Narrative**

### Part B2: Community Collaborative Description

**Project Narrative**

Part C –Goal(s) Statement, Objectives and Activities/Strategies:



**Project Narrative**

Part E – Project Administration and Staffing Plan

**Project Narrative**  
Part F – Community Support and Linkages

**Project Narrative**  
Part G - Evaluation Plan

Please use the space below to provide the following information relevant to your program evaluation plan.

- a. Questions to be answered through the evaluation
- b. Discuss who will benefit from the evaluation results
- c. Include the indicators that will be used to document attainment of project objectives
- d. Indicate the types of evaluation data that will be collected and the tools that will be used for data collection

**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.*

<b>Expense Category Detail</b>			
Personnel (Name, Title)	Hourly Rate	Total # of Hours	Total
Fringe Benefits (provide breakdown of fringe benefits)	Fringe % Rate		Total
	%		
	%		
Consultants			\$
In-State Travel*	\$0.58 @ # of miles		\$
Printing/Copying			\$
Supplies			\$
Telephone/Internet			\$
Educational/Resource Materials			\$
Postage			\$
Facilities/Rental Expense			\$
Capital Expenses/Equipment			\$
Other: (if your expense does not fit into a category above please list and specify below)			\$
1.			
2.			
Subcontracts			\$
<b>Total Request</b>			

\* Rate is effective through December 31<sup>st</sup>, 2019

\*\*Please include a separate budget for the 10% required verifiable in-kind match.

**Please attach typed budget narrative justifying the above costs (sample below). Allowable expenses are listed in Section 6: Proposal.**

## SAMPLE BUDGET NARRATIVE

<b>PERSONNEL</b>		<b>\$6,534.00</b>
	<u>Sally Smith, Director</u>	<u>\$2,132.00</u>
	\$24.79 per hour for 86 hours	
	Ms. Smith will work with community partners to achieve the goals and objectives of this proposal. She will attend monthly trainings/meetings as required by the RFP.	
	 <u>John Jones, Assistant Systems Development</u>	 <u>\$2,178.00</u>
	\$33.76 per hour for 64.50 hours	
	Mr. Jones will specifically review operating protocols related to systems development, implementation and operation performance.	
	 <u>John Doe, RN, C. MS, Project Coordinator</u>	 <u>\$2,224.00</u>
	\$51.72 per hour for 43 hours	
	Mr. Doe will assume responsibility for oversight of the project and all project-reporting requirements.	
 <b>FRINGE BENEFITS</b>		 <b>\$1,901.00</b>
	Fringe is calculated at 29.1% of personnel and includes FICA, Life/Disability, Health, Payroll/ Unemployment Taxes, Pension Expense and Worker’s Compensation Insurance	
 <b>CONSULTANTS</b>		 <b>\$30,000.00</b>
	Sue Smith, PhD, Psychologist for RI Hospital	
	\$150.00 per hour for 200 hours	
	Dr. Smith will provide technical assistance with reports, data collection and infrastructure of the ABC Home	
 <b>IN-STATE TRAVEL</b>		 <b>\$450.00</b>
	Mileage reimbursement for all staff members to be calculated at \$0.58/mile for 776 miles. *Rate is effective through December 31 <sup>st</sup> , 2019	
 <b>PRINTING/COPYING</b>		 <b>\$700.00</b>
	Printing expenses for printing of monthly flyers, brochures, and information sheets	
 <b>SUPPLIES</b>		 <b>\$800.00</b>
	General office supplies to include paper, pens, file folders, etc.	
 <b>TELEPHONE/INTERNET</b>		 <b>\$1,200.00</b>
	Cell phones for 2 staff associated with this contract at \$50/mo. for 12 months	
 <b>EDUCATION/RESOURCE MATERIALS</b>		 <b>\$1,000.00</b>
	Update of books and reference manuals in the school library	
 <b>POSTAGE</b>		 <b>\$500.00</b>
	Postage for flyers and mailings associated with this contract	
 <b>OTHER</b>		 <b>\$400.00</b>
	<u>Refreshments</u>	<u>\$200.00</u>
	All refreshments for the program/event will meet the RIDOH’S Healthy Eating and Events Policy	
	 <u>Incentives</u>	 <u>\$200.00</u>
	40 - \$5.00 Gift Cards for participation in after- hours meetings	
 <b>EQUIPMENT</b>		 <b>\$3,412.00</b>
	2 Laptop computers for use by all office staff	
 <b>SUBCONTRACTS</b>		 <b>\$4,000.00</b>
	John Hope Settlement House and the Center for Hispanic Policy & Advocacy will conduct a community assessment	



on tobacco use.

John Hope Settlement House \$2,000.00  
\$25 per hour x 80 hours

Center for Hispanic Policy & Advocacy \$2,000.00  
\$25 per hour x 80 hours

**SUB-TOTAL** **\$51,897.00**

## PROPOSAL EVALUATION FORM

APPLICANT NAME \_\_\_\_\_

REVIEWER # \_\_\_\_\_

Community Eligibility Criteria	
<ul style="list-style-type: none"> <li><input type="checkbox"/> Geographically-defined community (map included)</li> <li><input type="checkbox"/> Target population &gt;5,000 (or strong justification if not)</li> <li><input type="checkbox"/> Demonstrated economic disadvantage</li> <li><input type="checkbox"/> Demonstrated poor health outcomes</li> </ul>	<b>All four criteria must be met to proceed with scoring</b>
<ul style="list-style-type: none"> <li><input type="checkbox"/> Letter of Intent meets the Eligibility Criteria and the Content</li> </ul> <p><b>Recommend for Proposal Submission: Yes ___ No ___</b></p>	
FULL PROPOSAL SCORING CRITERIA	SCORE
<p><b>1. Problem Statement, Needs Assessment and Population to be Served</b></p> <p>___ The organization adequately identifies the community assets, challenges, and the specific gaps in environmental and system policies, service delivery or need for service improvements <b>(5 points)</b></p> <p>___ The organization adequately describes the community/neighborhood (geographic location/place) impacted by the proposal including demographics of residents and specific target population <b>(5 points)</b></p> <p>___ The project's relationship to national/state priorities is adequately explained <b>(3 points)</b></p> <p>___ Appropriate access to and an acceptable outreach strategy to the target population is included <b>(5 points)</b></p> <p>___ Assessment process and tools used are clearly described and included <b>(2points)</b></p>	___ <b>0-20 Points</b>
<p><b>2. Lead Applicant/Partnership Description</b></p> <p>___ A detailed description of the organization is provided <b>(2 points)</b></p> <p>___ The organization has documented prior experience in serving racial and ethnic minority populations and other underserved communities <b>(2 points)</b></p> <p>___ The racial/ethnic composition of organization's board, staff and served constituencies is appropriately documented through proper completion of the diversity form <b>(1 points)</b></p> <p>___ Organization prior experience with social determinants of health; policy, systems, and environmental change; and health equity <b>(5 points)</b></p> <p>___ Description of how partnership was developed and engagement process <b>(5 points)</b></p> <p>___ Partnership description with clear identification of partners roles and responsibilities, description of previous work in the community to be leveraged by the proposal is included, political and economic climate and how it may influence the project is included <b>(10 points)</b></p>	___ <b>0-25 Points</b>
<p><b>3. Project Goals, Objectives and Activities/Strategies</b></p> <p>___ The project goal statement indicates what improvements, changes will occur as a result of addressing issues/needs identified, and states in broad terms the anticipated end result of the program <b>(5 points)</b></p> <p>___ Objectives are <b>Specific, Measurable, Achievable, Realistic, and Time-limited (5 points)</b></p> <p>___ Project activities are specific and adequately relate to project objectives <b>(20 points total/4 points each):</b></p> <ul style="list-style-type: none"> <li>___ <b>Build, Expand, or Maintain a Community Action Team</b></li> <li>___ <b>Description of collective impact framework</b></li> <li>___ <b>Build Support for Change at the Local and State Levels</b></li> <li>___ <b>Share Experiences with Other Communities</b></li> <li>___ <b>Plan for Future Sustainability</b></li> </ul> <p>___ There is a Community Plan of Action that describes how priorities were identified and key results expected. <b>(5 points)</b></p>	___ <b>0-35 Points</b>

<b>4. Project timeline</b> <input type="checkbox"/> The project timeline is realistic and achievable <b>(5 points)</b> <input type="checkbox"/> The project timeline is inclusive of all stated project objectives <b>(5 points)</b>	<b>___ 0-10 Points</b>
<b>5. Project Administration</b> <input type="checkbox"/> Describes how proposed project will be incorporated into already established activities <b>(3 points)</b> <input type="checkbox"/> Organization's ability to fully implement the project is documented <b>(2 points)</b> <input type="checkbox"/> The organization describes how the racial/ethnic composition of the target population will be given consideration in the selection and recruitment of administrative and service delivery staff <b>(3 points)</b> <input type="checkbox"/> The number of staff and the role of each staff member is adequately explained and staff is appropriately qualified and experienced in working with the population to be served <b>(2 points)</b>	<b>___ 0-10 Points</b>
<b>6. Community Support and Linkages</b> <input type="checkbox"/> Community support and linkages are appropriate to carrying out the stated goals of the program and appropriately described <b>(5 points)</b> <input type="checkbox"/> Letters of agreement to document community support and linkages as necessary to carrying out the stated goals of the project are included <b>(5 points)</b>	<b>___ 0-10 Points</b>
<b>7. Evaluation Plan</b> <input type="checkbox"/> Questions that will be answered through the evaluation are included <b>(5 points)</b> <input type="checkbox"/> The plan includes structural, process and outcome objectives <b>(5 points)</b> <input type="checkbox"/> Indicators that will be used to document achievement of project objectives are included <b>(5 points)</b> <input type="checkbox"/> Evaluation data to be collected and the tools that will be used to collect the data are included <b>(5 points)</b>	<b>___ 0-20 Points</b>
<b>8. Budget</b> <input type="checkbox"/> The financial budget lists all project expenses and is appropriate for the project <b>(20 points)</b> <input type="checkbox"/> The budget narrative clearly explains and justifies all project expenses <b>(20 points)</b> <input type="checkbox"/> Possible future sources of funding are clearly identified <b>(10 points)</b> <input type="checkbox"/> The matrix of other funding sources is attached <b>(10 points)</b> *Please note that Cohort 1 will be scored on if they receive infrastructure funding from other sources	<b>___ 0-60 Points</b>
<b>9. Overall Merit of Project</b> <input type="checkbox"/> The Project is innovative and creative <b>(3 points)</b> <input type="checkbox"/> The project is replicable <b>(3 points)</b> <input type="checkbox"/> There's a plan for sustainability <b>(4 points)</b> _____	<b>___ 0-10 Points</b>
<b>10. ISBE Participation</b>	<b>___ 0-6 Points</b>
<b>Comments</b>        	

**206 Points Total**

**Reviewer Total:** \_\_\_\_\_

**Recommend for Funding:** Yes \_\_\_ No \_\_\_

Sample Evaluation Plan

AGENCY: \_\_\_\_\_

Project Title: \_\_\_\_\_

Structural, Process and Outcome Objectives	Indicators that will be used to document achievement of project objectives	Data Collection Tools and Techniques	Frequency of Data Collection
<p style="text-align: center;"><u>Structural Objectives</u></p> <p><u>Objective 1:</u> By the end of xxx the center will hire xx# of staff . <u>Objective 2</u></p> <p style="text-align: center;"><u>Process Objectives</u></p> <p><u>Objective 1:</u> By the end of the first quarter, we will implement a community empowerment program that will educate community members to: a) b) and c) <u>Objective 2</u> <u>Objective 3</u></p> <p style="text-align: center;"><u>Outcome Objectives</u></p> <p><u>Objective 1:</u> By the end of our program year, 75% of individuals participating in our health education programs will report changes in attitudes, beliefs and behaviors regarding tobacco use, as measured by client interviews and focus groups. <u>Objective 2</u></p>	<p style="text-align: center;"><u>Structural Indicators</u></p> <p># of staff hired</p> <p style="text-align: center;"><u>Process Indicators</u></p> <p>Schedule of empowerment activities</p> <p style="text-align: center;"><u>Outcome Indicators</u></p> <p>% of people reporting changes in health attitudes, beliefs and behaviors</p>	<p style="text-align: center;"><u>Structural Data</u></p> <p>-Employment records</p> <p style="text-align: center;"><u>Process Data</u></p> <p>-Activity logs, reports</p> <p style="text-align: center;"><u>Outcome Data</u></p> <p>Pre and post surveys</p>	<p>As needed</p> <p>Monthly</p> <p>End of Program Monthly</p>
Activities/Tasks	Project Deliverables	Responsible Staff	Delivery Date
<p style="text-align: center;"><u>Structural Objectives</u></p> <p><u>Objective 1:</u> By the end of xxx the center will hire xx# of staff . <u>Objective 2</u></p> <p style="text-align: center;"><u>Process Objectives</u></p> <p><u>Objective 1:</u> By the end of the first quarter, we will implement a community empowerment program that will educate community members to: a) b) and c) <u>Objective 2</u> <u>Objective 3</u></p> <p style="text-align: center;"><u>Outcome Objectives</u></p> <p><u>Objective 1:</u> By the end of our program year, 75% of individuals participating in our health education programs will report changes in attitudes, beliefs and behaviors regarding tobacco use, as measured by client interviews and focus groups. <u>Objective 2</u></p>	<p>Job descriptions/Assignments</p> <p style="text-align: center;">Curriculum List of materials to be disseminated</p> <p style="text-align: center;">Copy of training plan</p>	<p>Program administrator/coordinator</p> <p>Program coordinator/ Outreach worker</p> <p>Program coordinator</p>	<p>By the end of first quarter</p> <p>By the end of first quarter</p> <p>By the end of the program</p>

**HEALTH EQUITY ZONES (HEZ)**  
SCHEDULE OF OTHER DEPARTMENT OF HEALTH FUNDING SOURCES

<i>Office/Program Providing Funding</i>	<i>Purpose of Funding</i>	<i>Population Served</i>	<i>Funding Period</i>	<i>Amount of Funding</i>

**Work Plan (alternative to Projective Narrative Parts B and C): Goal(s), Objectives, Activities/Strategies & Timeline**

**Goal:**

Objectives	Activities/Strategies	Responsible Staff	Delivery Date

## **APPENDIX 8**

### **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 9

### RIDOH Contract Terms and Conditions

The following language is included in all Contract Agreements with the RIDOH. Please read thoroughly prior to submitting your 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](http://WWW.HHS.GOV/OCR/HIPAA)), to which it may have access pursuant to the terms of this Agreement. In addition, the Contractor agrees to comply with 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)-(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.

10. 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).

11. 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.