



REQUEST FOR PROPOSALS
RHODE ISLAND DEPARTMENT OF HEALTH
Community Health and Equity
Perinatal and Early Childhood Center
First Connections

**Title of Agreement:
First Connections Short-Term Family Home Visiting Services**

Applications are due at:

*Rhode Island Department of Health
Family Visiting Program
c/o Kristine Campagna
3 Capitol Hill, Room 302
Providence, RI 02908*

By 4:00pm (est) on Friday, April 20, 2018

Questions concerning this solicitation must be e-mailed no later than Friday April 6, 2018 to Kristine Campagna and Lindsey O'Connell at the Department of Health at kristine.campagna@health.ri.gov and lindsey.oconnell@dhs.ri.gov Questions should be submitted in a Microsoft Word attachment and reference "RFP: First Connections Short-Term Family Home Visiting Services" on all correspondence. Questions received, if any, will be posted on the RIDOH Website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

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

TABLE OF CONTENTS

SECTION 1: INTRODUCTION	3
SECTION 2: CONTRACTOR and SUB-RECIPIENT DETERMINATION AND REQUIREMENTS.....	5
SECTION 3: BACKGROUND AND PURPOSE.....	6
• Purpose	
• Background Data	
• Vision of a Successful First Connections Program	
• Goals	
• Priorities of Improving Results	
SECTION 4: SCOPE OF WORK AND REQUIREMENTS.....	9
• Target Population	
• Service Areas	
• Referrals	
• Service Delivery Overview	
• Manage Performance in Collaboration with RIDOH	
• Staff, Training, Supervision	
• Financial Systems and Reporting	
SECTION 5: PROPOSAL SUBMISSION	16
• Technical Proposal	
• Cost Proposal	
• ISBE Proposal	
SECTION 6: EVALUATION & SELECTION	20
SECTION 7: PROPOSAL CONTENT	21
SECTION 8: PROPOSAL SUBMISSION	22
SECTION 9: CONCLUDING STATEMENTS	23
SECTION 10: REQUIRED ATTACHMENTS AND APPENDICES	23
• Appendix A: Newborn Developmental Risk Assessment Criteria	24
• Appendix B: First Connections Population and Risk Characteristics.....	25
• Appendix C: Referrals by Region	28
• Appendix D: KIDSNET	29
• Appendix E: Priority Referrals and Description	30
• Appendix F: RIDOH Statewide First Connections Budget, 2017	31
• Appendix G: Proposer ISBE Responsibilities & MBE, WBE, and/or Disability Business Enterprise Participation Form	32
• Appendix H: Proposal Checklist.....	34
• Appendix I: Cost Proposal Template	35
• Appendix J: Sample Budget Worksheet	36
• Appendix K: Sample Budget Narrative Worksheet	37
• Appendix L: Definitions	38
• Appendix M: RIDOH Terms and Conditions	39



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First Connections Short-Term Family Home Visiting Services

SECTION 1: INTRODUCTION

The Rhode Island Department of Health (RIDOH), Division of Community, Health and Equity, is soliciting proposals from qualified firms to provide First Connections services that improve the health and development of young children and their families through a model of home-based outreach and education, screening, assessment, referral, and follow-up, in accordance with the terms of this Request for Proposals (“RFP”) and the State’s General Conditions of Purchase, which may be obtained at the Division of the Purchases’ website at www.purchasing.ri.gov.

The initial contract period will begin approximately October 1, 2018 for one year. Contracts may be renewed for up to four additional 12-month periods based on vendor performance and availability of funds.

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

Instructions and Notification to applicant entity:

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFP are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content, shall be borne by the vendor. The State assumes no responsibility for these costs even if the RFP is cancelled or continued.
4. Proposals are considered to be irrevocable for a period of not less than 180 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated in the proposal.
6. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Subcontracts are permitted, provided that

their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.

7. The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.
8. Vendors are advised that all materials submitted to the Division of Purchases for consideration in response to this RFP may be considered to be public records as defined in R. I. Gen. Laws § 38-2-1, et seq. and may be released for inspection upon request once an award has been made.

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

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

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

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

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

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

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

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

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

13. HIPAA - Under HIPAA, a “business associate” is a person or entity, other than a member of the workforce of a HIPAA covered entity, who performs functions or activities on behalf of, or provides certain services to, a HIPAA covered entity that involves access by the business associate to HIPAA protected health information. A “business associate” also is a subcontractor that creates, receives, maintains, or transmits HIPAA protected health information on behalf of another business associate. The HIPAA rules generally require that HIPAA covered entities and business associates enter into contracts with their business associates to ensure that the business associates will appropriately safeguard HIPAA protected health information. Therefore, if a Contractor qualifies as a business associate, it will be required to sign a HIPAA business associate agreement
 1. Eligible Entity - In order to perform the contemplated services related to the Rhode Island Health Benefits Exchange (HealthSourceRI) , the vendor hereby certifies that it is an “eligible entity,” as defined by 45 C.F.R. § 155.110, in order to carry out one or more of the responsibilities of a health insurance exchange. The vendor agrees to indemnify and hold the State of Rhode Island harmless for all expenses that are deemed to be unallowable by the Federal government because it is determined that the vendor is not an “eligible entity,” as defined by 45 C.F.R. § 155.110.

SECTION 2: CONTRACTOR AND SUBRECIPIENT DETERMINATION AND REQUIREMENTS

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

X Sub-recipient Contractor

Definitions can be found on Appendix L.

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

3.1 Purpose

The Rhode Island Department of Health (RIDOH) is requesting offers from qualified and responsible vendors to meet the state's needs by providing services to improve the health and development of families and their children from birth to age three, through the First Connections model of home-based outreach, education, screening, assessment, referral, and follow-up.

Currently, RIDOH contracts with four community-based nonprofit and home health agencies to deliver the First Connections program. These contracts are scheduled to expire on September 30th, 2018. New contracts resulting from this procurement are intended to replace the services currently delivered by First Connections Local Implementing Agencies (LIAs). RIDOH anticipates the services resulting from this RFP will be similar to the services that First Connections currently provides, with some specific changes outlined in Section 2.5.

3.2 Background Data

In 2017, more than 10,000 babies were born in Rhode Island. All Rhode Island resident births receive the Newborn Developmental Risk Assessment (see Appendix B), often referred to as the Level One Screening, which categorizes births as risk positive, risk suspect, or risk negative. All risk positive births¹ are referred to First Connections. Level One referrals are the majority of First Connections referrals, though LIAs also receive referrals from other community sources, DCYF, and self-referrals.

Among all Rhode Island births in 2017, there were approximately 6,300 risk positive births that were referred to First Connections. About 2,900 of those births received at least one First Connections visit, or 46%. In 2017, First Connections LIAs conducted more than 7,500 visits across the state. Families participating in First Connections received on average between one and three visits.

3.3 Vision of a Successful First Connections Program

The state's vision is that all parents with children from birth to age three have the knowledge and support to raise healthy children in a safe and nurturing environment and that parents are quickly and easily connected to resources, programs, and/or services that can help them address family health, nutrition, development, education, social, financial, or other needs. A program that promotes early and regular assessment and referral for appropriate services can help improve child and maternal health, prevent poor outcomes, and ensure that children can reach their full potential.

First Connections shall take a family-centered and strengths-based approach to promoting health and preventing negative health outcomes for children and families. Families will receive timely and welcoming outreach that clearly communicates the value of First Connections. Families will voluntarily engage in First Connections, especially those families who have complex circumstances or are not currently engaged in any services. Families will receive convenient and coordinated care across existing service providers, such as Early Intervention, medical homes and providers, skilled nursing, or others.

Families will be supported by visitors, receiving information and support for their questions and concerns. Children will receive developmental screenings at appropriate ages and get connected to Early Intervention, as needed. Families will work with visitors to identify needs and/or goals and get connected and engaged with the most appropriate state and local resources and programs.

First Connections functions as part of the larger system of family home visiting services which include the following: Early Intervention (EI), Healthy Families America (HFA), Nurse-Family Partnership (NFP), Parents as Teachers (PAT), Teen and Family Development (formerly "Youth Success"), Early Head Start (EHS), Health Equity Zone programs, Family Care Community Partnerships (FCCP) and other DCYF contracted services.

3.4 Goals

RIDOH aims for families served by First Connections to experience positive child and maternal health outcomes as demonstrated by progress towards goals such as, but not limited to:

- Decreased occurrence of child fatalities due to unsafe sleep
- Increased appropriate use of health care services, including preventing the need for unnecessary hospitalizations
- Decreased frequency of preventable child injuries and child maltreatment

Additional indicators of successful practice may include:

- Successful referrals from First Connections to appropriate community-based services, long-term family visiting programs, or other supportive services

¹ In addition to risk positive births, a small number risk suspect and risk neutral births may also be referred from birthing hospitals through the Level One screening on the basis of clinical judgment.

- Families referred to First Connections who complete a face-to-face visit
- For families who complete a face-to-face visit, speedy transition from referral to visit
- Proportion of families who receive appropriate screenings and assessments

Feedback from Community

RIDOH solicited information from the community on how to improve successful First Connections implementation through a Request for Information (RFI) posted on the RIDOH website on November 21, 2017. Responses were due December 19, 2017. RIDOH received seven responses from organizations that both currently provide First Connections and some that do not, but do provide long-term family home visiting programs. The RFI asked respondents to provide feedback about important qualities for First Connections to maintain, opportunities for program improvement, ideas for increasing the capture rate, improving care coordination with other providers including the medical home, and increasing successful referrals to long-term family home visiting or other services. The RFI responses also discussed opportunities for program standardization, tiers of service, professional development, program resources, funding structure, and performance measures.

3.5 Priorities for Improving Results

The following priorities are a result of careful consideration within RIDOH of lessons learned during past implementation, responses submitted from the community in response to a Request for Information, and the assessment of relevant research of short-term family home visiting programs in other states. RIDOH also encourages creative responses that include program elements not described in the Scope of Work, but which the respondent believes would assist with the state goals for First Connections.

Priorities for this new procurement include:

- 1. Establishment of five regions:** Currently there are four First Connections regions; the new program will have five regions. The current Urban Core region will become two distinct regions: West Urban Core (Providence and Cranston), and East Urban Core (Central Falls, Pawtucket and East Providence). The Northern Rhode Island and Kent/Washington County regions will remain the same; the current East Bay region will remain the same but no longer include East Providence (see Section 3.2). RIDOH anticipates that these changes will make the numbers of families in the regions more even and ensure state-wide coverage.
- 2. Increasing the capture rate for initial and follow up visits:** First Connections shall increase the number of families that receive quality and appropriate home visits. In 2017, only 46% of Level One referrals received a visit across the state, lower than in 2016 (about 58%) and 2015 (about 56%). For First Connections to connect families to additional appropriate supports, the LIA must engage the family. Among the families who received a First Connections visit, the percent with at least one follow-up visit (the revisit rate) was about 53% on average across the state, meaning that less than one in four referred families received two or more visits.
- 3. Improving care coordination with more communication between providers and increasing successful connections to community resources:** Many families are already involved in other services before they are referred to First Connections and may have to schedule multiple visits or provide the same information to different service providers, for example social workers, pediatricians, or others. Families enrolled in First Connections should experience coordinated and convenient care across all service providers, including when and how visits are scheduled as well as working with well-informed family home visitors.

Additionally, some families who receive a First Connections visit will benefit from other services that provide long-term or specific supports to achieve the family's goals, whether those goals are related to health, breastfeeding, child development, school readiness, social supports, or more. However, not all families who

receive a First Connections visit are referred to additional services, and many who are referred do not end up enrolled or engaged in those services. Families enrolled in First Connections should be successfully connected to appropriate providers, programs, or long-term supports, such as long-term family home visiting, that match the needs and goals identified by families.

Successful care coordination practices are described in Section 3.4-B.

4. **Going paperless:** All LIAs delivering First Connections will be paperless and can enter data electronically. LIAs will have the electronic resources necessary for staff to enter data and access information and resources electronically while in a family's home.
5. **Performance Management:** RIDOH believes that collaboration with First Connections LIAs to review data frequently enables everyone to better troubleshoot issues and improve service delivery outcomes—RIDOH plans to measure LIA performance across various program metrics throughout the contract period.
6. **Assessing families and tailoring services to their needs:** Because First Connections is the state's child-find² program, providing developmental screenings is an important aspect of this program. Yet all families referred to First Connections shall be assessed in order to provide individualized support, education, and connections to other services that best serve the family.

SECTION 4: SCOPE OF WORK AND REQUIREMENTS

This section describes the scope of services requested by RIDOH. Offerors wanting to submit a proposal for more than one (1) service area shall submit individual proposals for each service area. Offerors may bid on multiple service areas. Multiple contracts may be awarded under this solicitation.

4.1 Target Population

First Connections focuses on those children and families in the most vulnerable situations, including those at risk for specific developmental delays. All children aged zero to three years old in Rhode Island are eligible to be served by First Connections.³ Children will be referred to the appropriate LIA based on region (see Section 3.2). Additional population and risk characteristics about families receiving First Connections in 2017 are provided in Appendix B.

4.2 Service Areas

RIDOH seeks statewide coverage that ensures all families have access to services in their local community. RIDOH anticipates contracting with one LIA per region. There are five service areas in which vendors may provide services, defined below:

East Urban Core: Central Falls, East Providence, Pawtucket

West Urban Core: Cranston, Providence

East Bay: Barrington, Bristol, Jamestown, Little Compton, Middletown, Newport, Portsmouth, Tiverton, Warren

Northern: Burrillville, Cumberland, Foster, Glocester, Johnston, Lincoln, North Providence., N. Smithfield, Scituate, Smithfield, Woonsocket

² First Connections is a statewide risk identification and referral program to ensure that screening and referral services are available to all Rhode Island families with children from birth to age three.

³ Visits for children over 3 years of age will not be reimbursable. For children who are older than 3 years, the agency should be able to connect the family with the appropriate program. This will frequently be the Local Education Agency (LEA). These efforts must be documented in the child's record or referral.

Kent/Washington Counties: S. Kingstown, N. Kingstown, Charlestown, Coventry, E. Greenwich, Exeter, Hopkinton, Narragansett, New Shoreham, Richmond, Warwick, W. Greenwich, W. Warwick, Westerly

RIDOH seeks vendors that are headquartered or have program facilities in the region being proposed for services. RIDOH recognizes that service coordination and program linkages may vary by community. LIAs are required to serve all referred children and families in all neighborhoods within the region they propose to serve. Appendix C contains information about anticipated numbers of referrals by region.

4.3 Referrals

Families are primarily referred to First Connections from birthing hospitals based on the Newborn Developmental Risk Assessment (see Section 2.2). Other families are referred by state agencies and community organizations, such as, but not limited to:

- DCYF
- Social service agencies such as WIC
- Medical providers, pediatricians, and medical homes
- Other family home visiting programs
- Other community-based agencies
- Self-referrals

All risk positive births are automatically referred to First Connections by KIDSNET (See Appendix D) electronic upload or fax each day directly to the appropriate LIA based on region. Certain referrals are considered priority referrals (see Section 3.4-A for more details), these include (1) referrals from birthing hospitals that are designated “priority,” (2) referrals from the newborn screening follow-up program, and (3) child welfare referrals (e.g., from the DCYF liaison to First Connections, FCCP etc.) (See Appendix F for more details).

4.4 Service Delivery Overview

First Connections LIAs must be prepared to provide the following services, but may tailor services based on a family’s needs:

- (A) **Outreach & engagement:** Timely and welcoming outreach will clearly communicate the value of First Connections to families. LIAs will engage families voluntarily in First Connections, focusing visitor resources on complex cases and families who are not currently engaged in any services.
- (B) **Care coordination among existing services:** LIAs will coordinate care with any existing service providers, such as Early Intervention, medical homes and providers, skilled nursing, or others, before, during, and after interactions with families to ensure that all stakeholders are informed and that services are provided conveniently for families.
- (C) **Visits:** Visitors will support families with education and information, especially responding to caregiver questions and concerns. Visitors will conduct developmental screenings at appropriate ages, connecting families to Early Intervention, as needed. Visitors will also identify other needs with families through conversation, screening tools, assessments, and clinical judgment.
- (D) **Care coordination for referral handoffs & discharge:** Visitors will connect families to the most appropriate state and local resources and programs, and/or ensure that appropriate services are in place, to mediate the impact of known risk factors before discharging families.

The following sections provide greater detail on each of these aspects of service delivery.

A. Outreach and Engagement

Successfully converting referrals to visits, and improving the state's capture rate, depends on LIA staff understanding and effectively messaging what First Connections can offer families and what value it has distinct from pediatricians or other services. LIA staff must ensure timely responses to referrals and timely scheduling based on the number of referrals the LIA receives and the different priority levels of these referrals.

Priority referrals: First Connections LIAs are expected to complete a face-to-face meeting with the referred family within 24 hours from the receipt of a referral. If the First Connections LIA is unable to locate the family, the LIA shall inform the referral source before the end of the 24-hour period—communication may be verbal but a follow up must be provided in writing within seven (7) business days. If a screening is required, First Connections shall conduct the screening within seven (7) business days and inform the referral source of the outcome within three (3) days of the screening.

All other referrals: First Connections LIAs are expected to contact the referred family within five (5) business days from the receipt of a referral. Contact with a family is defined as a conversation over the phone (e.g., phone call, text message) or in person. LIAs will keep records of contact attempts and reasons for lack of contact.

First Connections LIAs must also maintain a plan for following up with referred families who are not contacted on the first attempt and following up with families if a scheduled visit falls through.

Family outreach may include phone calls, text messages, emails, or driving by the person's home. All referral outreach and follow up shall be recorded to inform program management and improvement. Routine referrals shall attempt reasonable efforts for outreach, if no contact First Connections LIAs may wait 4-6 weeks to try to re-engage the family in a visit.

In addition to using phone outreach to schedule visits, for certain families a high-quality phone conversation may be sufficient in lieu of scheduling a visit. High-quality phone conversations may include confirming a family is enrolled and receiving other appropriate services, responding to caregiver concerns and questions, and/or providing as much information and support as possible for families who decline an in-person visit.

The LIA must have the technological capacity to accept Newborn Developmental Risk Assessment referrals from the birthing hospitals Monday through Friday. An LIA may choose to accept referrals on the weekends and after hours. However, an LIA must offer to provide services on the weekends and after hours for clients that may require this method of service. Capacity of the LIA must be communicated to RIDOH and the birthing hospitals. There must be a plan in place for holidays and long weekends as there cannot be greater than a two-day period during which the LIA cannot receive referrals and respond to priority referrals. The LIA must be able to download these referrals daily from KIDSNET. In addition, the LIA must be able to accept fax, electronic, and phone referrals to a dedicated First Connections phone line for families and other community providers. All First Connections LIAs must demonstrate a referral/intake system that is family-centered and its ability to offer family home visiting services after traditional work day hours and on the weekends if necessary to suit the client's needs.

B. Care Coordination among existing services

First Connections LIAs are responsible for developing relationships with, maintaining knowledge of, and assisting families in accessing community supports and service providers. For all referrals, First Connections staff coordinate care before, during, and after phone calls or visits with families. Successful care coordination activities include:

- a. Reviewing information in the referral
- b. Reviewing information from the Level One screening and in KIDSNET (see Appendix D) to include immunizations, WIC enrollment, EI enrollment, Newborn Hearing Screening, etc.
- c. Ensuring caregiver consent forms are signed

- d. Confirming enrollment and engagement in existing services when appropriate (e.g., last visit date, doctor name, etc.,)
- e. Communicating and following up with service providers to learn more about a family's needs
- f. Coordinating visits in conjunction with other services when appropriate (e.g., skilled nursing)
- g. Sharing information with pediatricians and medical homes

C. Visits

Successful First Connections visits are described in Section 2.3. Visits are scheduled at convenient days, times, and locations for families. Staff address topics approved by RIDOH, which may include but are not limited to the list below, guided by family concerns and clinical judgment:

- Newborn and infant care
- Infant feeding and nutrition
- Parent-child interactions and child development
- Home environment and safety, especially safe sleep
- Family and maternal well-being

In addition to these topic areas, family home visitors may utilize RIDOH-approved screening and assessment tools to assist them in their evaluation and care plan for caregivers and children. Visitors shall use screenings and assessments to (1) identify needs with families, (2) conduct developmental screenings at appropriate ages according to the tool as part of the state's child-find mandate, (3) make decisions about referrals to other resources or services, (4) guide interactions and planning for follow up visits with families when appropriate, and (5) provide clear documentation for care decisions. Staff shall be aware of issues to screen for, which include but are not limited to infant and child health, parental health (e.g., maternal depression), interpersonal violence, substance use, child development, safe sleep, signs of child abuse and neglect,⁴ parent and child caregiving environment, and social supports and resources.

D. Care coordination for referral handoffs & discharge

All First Connections LIAs must demonstrate the capacity to serve both the specific community(s) and form partnerships and opportunities for collaboration in the surrounding region. First Connections LIAs must be able to demonstrate the capacity to receive and make referrals to appropriate community services and supports. Referrals to community programs and supports will be entered in KIDSNET. Successful care coordination activities include:

- a. Making appropriate referrals for other services and actively handing-off families
- b. Tracking the outcomes of referrals to ensure they're successful
- c. Communicating that a family has been discharged from First Connections

The following list provides examples of services and providers with whom First Connections LIAs may be coordinating care, however this list is not intended to be exhaustive:

- Behavioral health service providers
- Birthing hospitals
- Childcare
- Community centers
- DCYF contracted services such as FCCPs and SafeCare
- Department of Human Services
- Domestic violence service providers
- Early Intervention providers

⁴ The Rhode Island mandated child abuse and neglect reporting law states that any person who has reasonable cause to know or suspect that any child has been abused or neglected as defined in § 40-11-2 or has been a victim of sexual abuse by another child is mandated to, within 24 hours, report that information to the Department of Children, Youth and Families (DCYF). All home visitors are mandated reporters and should be trained in this protocol. Support and help are offered including but not limited to referrals to local social support and counseling services as needed. Staff report suspected child abuse and neglect to The Department for Children Youth and Families 1-800-RICHILD. There is no required tool for this subject area; it is based on professional judgment.

- Education providers and Local Education Agencies (LEAs)
- Faith based organizations and places of worship
- Health Equity Zones (HEZ)
- Health insurance plans
- Lactation consultants
- Local housing authorities
- Medical homes
- Obstetricians/Gynecologists
- Other Family visiting programs (HFA, PAT)
- Pediatricians
- Primary health care providers
- Substance use and addiction treatment providers
- Teen and Family Development (formerly “Youth Success”)
- Tobacco cessation providers
- WIC

4.5 Manage performance in collaboration with RIDOH

Performance management requires First Connections LIAs to provide data on services provided, client characteristics, and home environments to RIDOH through the KIDSNET data system. Additionally, First Connections LIAs are expected to actively participate in performance management activities and meetings including sub-monitoring, Continuous Quality Improvement (CQI), meetings to review policies and procedures, and meetings to review performance data (For more information on program goals and potential metrics, see Section 2.4). Performance data, which may include data collected from vendors during the contract period as well as data from other sources, may be used to inform future contracting decisions.

4.6 Staff, Training, and Supervision

The First Connections family home visiting model is multidisciplinary. The offeror’s First Connections staff must include a maternal child and health nurse, a social worker, and a community health worker. Nurses, social workers, and community health workers will be dedicated full-time or part-time staff depending on the number of referrals an LIA is expected to serve; staff shall not be hired on a per diem basis without prior approval from RIDOH.

All family home visitors in programs supported through RIDOH will be required to have core competencies in subject areas identified by RIDOH and its partners. RIDOH will provide ongoing trainings and orientation in which First Connections staff and supervisors are required to participate.

4.7 Financial Systems and Reporting

The Offeror must have strong fiscal management that makes it possible to provide the highest level of service to infants and toddlers and their families. Fiscal management shall be conducted in a way that supports the organization’s mission, values, goals and objectives in accordance with responsible business practices and regulatory requirements. The organization must be able to obtain relevant data, process and report on it in meaningful ways, and analyze and draw meaningful conclusions from it. Managers must use financial data to design budgets that match the constraints of the organization’s resources, and provide ongoing information to aid the governing body in managing and improving services. Therefore, the financial managers must have the ability to integrate data from all of the client and financial accounting systems (e.g., general ledger, Medicaid and commercial insurance billing and appointment scheduling). Data must also be utilized to make projections for planning and budgeting purposes. The organization must be an existing Medicaid provider and have the ability to bill via 3rd party reimbursement.

RIDOH must meet its obligation to monitor and assure that the requirements of the contracts to be awarded under this RFP are met. The following reporting and billing criteria have been established:

- Agency will bill monthly for services rendered to Medicaid, other insurance, or RIDOH
- Agencies must demonstrate ability to maximize Medicaid collection and reconcile Medicaid billings

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

Health Equity

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

Cultural Competence

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

Limited English Proficiency

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

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

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

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

A. The Principle Standard:

1. Provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural 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 that are responsive to the population in the service area.
4. Educated and trains governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis

C. Communication and language assistance:

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

D. Engagement, Continuous Improvement, and Accountability:

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

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

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

Applicant Entity Responsibilities

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

SECTION 5: PROPOSAL

A. Technical Proposal

Narrative and format: The proposal should address specifically each of the following elements:

5.1 Staff Qualifications

- 5.1.1 Proposed service areas:** Please indicate the service area (see Section 3.2) that you propose to serve.
- 5.1.2 Qualifications:** Please provide an overview of the offeror's organization and staffing plan. Provide list of current staff and/or staff the offeror intends to hire, with titles, number of years employed (current staff), description of past work experience in providing services to families with infants and toddlers, licenses or certifications (held by current staff or required for new hires), and tasks/responsibilities. Please also describe the reporting relationships between staff and supervisors. All qualified professionals providing home visits for which certificates, licenses, or registrations are required by state law and regulation, must hold current certificates, licenses, or registrations. Qualified professionals include:
- Nurse: Licensed as a Registered Nurse by Department of Health and has graduated from Board approved and accredited nursing program, with three years of public health and community development experience
 - Social Worker: LISW from an accredited program, certified and is licensed by the Rhode Island Board of Social Work, or a BSW who is supervised by a master's level clinician at the certified LIA.
 - Community Health Workers: All Community Health Workers must be certified within 6 months of hiring.
 - Supervisors: First Connections LIAs must employ at least one supervisor per site. These clinical supervisors must meet the requirements of a qualified licensed professional and have a minimum of three to five years working with young children and their families as well as supervision of direct service staff.
- 5.1.3 Retention and turnover:** Please provide the offeror's staff retention rate (the number of staff currently employed divided by the total number of staff who were employed at any point over the last 2 years) for all staff that work in child and maternal health, including part-time, full-time, frontline, and managers. Of the staff who left the offeror's organization, please indicate how many were frontline and how many were managers. Please describe the offeror's plan for addressing turnover, specifically, strategies for serving the same number of families and steps for minimizing time being down staff.
- 5.1.4 Management, supervision, and staff support:** Please describe the information that offerors review in a typical month in order to inform program management, including planning staffing schedules, managing financials, etc. Please describe the different activities the offeror would undertake to supervise and support staff and how frequently these activities will occur.

5.2 Capability, Capacity, and Qualifications of the Offeror

- 5.2.1 Capability:** To demonstrate the capability to successfully engage with pregnant women and parents of children aged birth to three, offerors shall submit evidence of past performance as described below:

Instructions for offerors who currently hold First Connections contracts: Please submit the number of Level One referrals received and the number of those referrals receiving a visit (capture rate). Please indicate the time frame for the data provided—data shall reflect a recent and complete year of service (12 months). Please describe these numbers, including strategies for improvement.

Instructions for offerors who do not currently hold First Connections contracts: Please submit the number of families enrolled in the offeror's services in the past year and the number of families who remain in service today (retention rate). Please describe these numbers, including how strategies for retention will be applied to First Connections (see additional demographics in Appendix C.)

- 5.2.2 Capacity:** Please justify how the number of staff identified in question 4.1.1 are adequate to serve the anticipated number of referrals for the proposed service areas (see Appendix C).

- 5.2.3 Qualifications:** Please describe current services offered and evidence of success working with a population similar to those served in First Connections. Describe how these services will benefit the First Connections target population in the proposed service area.

5.3 Work Plan

- 5.3.1 Outreach and engagement:** Please describe the offeror's system for initial contact and ongoing follow-up with families. Please describe the steps this process includes, from receiving the referral to scheduling; how staff manage which referrals to contact first; how staff organize following-up on referrals if families are not contacted on the first try; which staff are responsible for reaching out to families; and how visits are scheduled. If this process varies, please describe the circumstances for such variation and the rationale. Please also include the criteria that will be used for determining when a phone call is adequate in lieu of a visit.

- 5.3.2 Care coordination among existing services:** Please describe how a family's existing services are identified and how the offeror uses this information to coordinate care.

- 5.3.3 Visits:**

5.3.3.1 Screening and assessment: Please describe how frontline staff use screenings and assessments to make decisions. Specifically, list the screening tools and/or assessments that are used. Describe what staff do for a score that indicates potential problems or risks and what staff do for a score within the normal range (e.g., not indicating problems or risks). Describe how frontline staff determine whether or not to refer families to programs such as HFA, PAT, EHS, and EI and which particular screening or assessment tools, if any, are used to do this.

5.3.3.2 Tailoring services to each family: Please demonstrate how the offeror tailors services to different populations, by identifying which topics staff would focus on during a visit, including particular questions to ask, for each of the following groups:

- First time mothers
- Experienced mothers
- Teen parents
- Families involved in child welfare, including biological parents and kinship
- Families who are new to the country
- Families with limited English language

5.3.4 Care coordination for referral handoffs & discharge: For the offeror's proposed service areas, please describe the process for connecting families to two specific resources or services, including the process for following up on the outcome of the referral. Please describe how the offeror decides to discharge a family. Please include how the offeror informs families that First Connections services will be ending and describe who else the offeror communicates with besides the family, including what information is shared.

5.4 Approach/Methodology

5.4.1 Intake process: If the offeror receives a phone call from a mother who has a one-month old baby, please describe the questions staff would ask the family to determine the best services?

For the following three case examples, please describe how the offeror would serve the family from start to finish, trying to be as specific as possible. Please identify the family's needs, major concerns, an outreach plan, care coordination, expectations for length of service (e.g., number of visits provided), and specific referrals, if any, in the offeror's proposed service area.

5.4.2 Angela had a child that is born with neo-natal abstinence syndrome (NAS) who received services from a skilled nursing agency at birth, and DCYF involvement. Angela was told that her child was going to be put in a temporary foster placement, and that reunification was the plan. Angela had some previous involvement with a long-term Family Home Visiting program prenatally, but had not been keeping her visits regularly. The foster family and Angela were told that an Early Intervention referral was made at birth, through the birthing hospital.

5.4.3 Sylvia is single and a first-time mother. She is currently on public insurance, lives in stable housing, and has the support of her parents.

5.4.4 Jenny has a one-year-old, a three-year-old, and just gave birth to her third child. She has a diagnosed bipolar disorder and is currently in behavioral health treatment. She is concerned about going back to work with a newborn, and managing her other two children. She has the support of her husband, but he works multiple jobs and is not home as often.

B. Cost Proposal

Please provide separate cost proposals for each service area to which the offeror is submitting a bid. To inform the preparation of this cost proposal, historical information on First Connections' statewide budget is included in Appendix G. Cost proposals shall include:

- (1) A complete twelve-month budget for the volume of non-Medicaid RIDOH reimbursable visits (see Appendix I, Part 1). For the purposes of building a budget, please assume the number of total annual visits per region

specified in the table below. Please assume this number reflects the total number of non-Medicaid visits each year in each region, inclusive of both initial and subsequent visits.

Region	Total Annual Number of Non-Medicaid Visits
East Bay	200
East Urban Core	275
Kent/Washington	850
Northern	600
West Urban Core	325

- (2) A twelve-month budget for flexible spending according to RIDOH-approved categories (see Appendix I, Part 2)
- (3) Offerors will be scored based on the total sum of costs reported in Appendix I, Part 3.
- (4) A detailed budget narrative describing the projected total reimbursable visit costs, including justification for allocating visits to staff, and an explanation for the offeror’s plans to use the flexible funds to support First Connections families and goals.

First Connections funding amounts shall be based on (a) specified per-visit rates and projections of numbers of visits conducted in each region, and (b) specified dollars for flexible funding. The following paragraphs explain these elements.

Per Visit Rate, Nurse (\$104.95)

Medicaid has established a rate of \$104.95 for any face-to-face visit conducted by a licensed nurse, with both mother and child present for children from birth to 36 months (three years old). For Medicaid-eligible families, agencies will bill Medicaid directly. For non-Medicaid eligible families, agencies will submit an invoice to RIDOH on a monthly basis with appropriate evidence that family is not eligible for Medicaid.

Per Visit Rate, Social Worker (\$84.00)

Medicaid has established a rate of \$84.00 for any face-to-face visit conducted by a social worker, with both mother and child present for children from birth to 36 months (three years old). For Medicaid-eligible families, agencies will bill Medicaid directly. For non-Medicaid eligible families, agencies will submit an invoice to RIDOH on a monthly basis with appropriate evidence that family is not eligible for Medicaid.

Per Visit Rate, Community Health Worker (\$70.00)

Medicaid has established a rate of \$70.00 for any face-to-face visit conducted by a community health worker, with both mother and child present for children from birth to 36 months (three years old). For Medicaid-eligible families, agencies will bill Medicaid directly. For non-Medicaid eligible families, agencies will submit an invoice to RIDOH on a monthly basis with appropriate evidence that family is not eligible for Medicaid.

Flexible Funding

This portion of the budget shall specify the flexible funding to be provided by RIDOH on an annual basis for the term of the contract. In previous contracts, RIDOH has included additional dollars to First Connections providers, in addition to reimbursing non-Medicaid visits, for certain specified activities such as outreach, staffing, training, interpreting, and safe sleep initiatives. This procurement seeks to include flexible funding for RIDOH-approved categories as allocated by offerors in their cost proposals (see Appendix I, Part 2). The Department shall reimburse only those costs demonstrated to be allowable. To be allowable, a reimbursed cost must be allocable to work performed under the contract, and must be reasonable in nature, subject to approval from RIDOH. The successful vendor will invoice the Department for flexible funding on a cost reimbursement basis.

Additional funding is pending at this point in time; if funding becomes available after the execution of the contract, it will be disbursed to all awardees.

If the financial plan is not acceptable, RIDOH reserves the right to request a revised financial plan. For the purpose of this solicitation, and for any and all contracts awarded in accordance with this solicitation, the total funding will be established by RIDOH. Note that vendors will be compensated only based on visits at the established rate—these total amounts do not represent guaranteed referral volumes or funding amounts. Should additional funding become available to expand the scope of services implemented through First Connections, providers would be expected to expand their flexible funding accordingly. Plans and funding for these opportunities will need prior approval by RIDOH.

C. ISBE Proposal

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

SECTION 6: EVALUATION AND SELECTION

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

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

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

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

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

Criteria	Possible Points
Staff Qualifications	10 Points
Capability, Capacity, and Qualifications of the Offeror	10 Points
Work Plan	20 Points
Approach/Methodology	30 Points
Total Possible Technical Points	70 Points
Cost proposal*	30 Points
Total Possible Evaluation Points	100 Points
ISBE Participation**	6 Bonus Points
Total Possible Points	106 Points

***Cost Proposal Evaluation:**

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

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

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

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

****ISBE Participation Evaluation:**

a. Calculation of ISBE Participation Rate

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

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

b. Points for ISBE Participation Rate:

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

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

$$\times \text{Maximum ISBE participation points}$$

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

General Evaluation:

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

SECTION 7: PROPOSAL CONTENT

A. One completed and signed Rhode Island W-9 (included in the original copy only) downloaded from the Division of Purchases website at <http://www.purchasing.ri.gov/rivip/publicdocuments/fw9.pdf>. Do not

include any copies in the Technical or Cost proposals.

- B. Two (2) completed original and copy versions, signed and sealed Appendix G. 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 4-A (“Technical Proposal”) of this solicitation. The technical proposal is limited to fifteen (15) type-written pages (this excludes any appendices, table of contents, or resumes). Each technical proposal submitted by the offeror shall clearly identify the region the proposal is intended to serve (East Bay, East Urban Core, Kent/Washington counties, Northern RI, or West Urban Core). Offerors will submit separate proposals for each service area to which they are submitting a bid.
- One (1) printed paper copy, marked “Technical Proposal -Original” and signed.
 - Six (6) printed paper copies
- D. Cost Proposal - A separate, signed and sealed cost proposal responding to all the information as required and described in Section 4-B (“Cost Proposal”) of this solicitation. The cost proposal shall be submitted using the templates provided in this solicitation (see Appendix I). Each cost proposal submitted by the offeror shall clearly identify the region the proposal is intended to serve (East Bay, East Urban Core, Kent/Washington counties, Northern RI, or West Urban Core). Offerors will submit separate proposals for each service area to which they are submitting a bid.
- One (1) printed paper copy, marked “Cost Proposal -Original” and signed.
 - Six (6) printed paper copies
- Formatting of proposal response contents should consist of the following:
- For clarity, the technical proposal and cost proposal shall be typed. These documents shall be single-spaced with 1” margins on white 8.5”x 11” paper using a font of 12-point Calibri or 12-point Times New Roman.
 - All pages on the technical proposal and cost proposal are to be sequentially numbered in the footer, starting with number 1 on the first page of the narrative (this does not include the cover page or table of contents) through to the end, including all forms and attachments. The Vendor’s name should appear on every page, including attachments. Each attachment should be referenced appropriately within the proposal section and the attachment title should reference the proposal section it is applicable to.
 - a. The cost proposal shall be typed using the formatting provided on the provided template (see Appendix I).
 - Printed copies are to be only bound with removable binder clips.

SECTION 8: PROPOSAL SUBMISSION

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

Proposals should be mailed or hand-delivered in a sealed envelope marked “RFP# 2018RIDOH001” to:

Rhode Island Department of Health
First Connections Short-Term Family Home Visiting Services
c/o Kristine Campagna
3 Capitol Hill, Room 302
Providence, RI 02908

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

SECTION 9: CONCLUDING STATEMENTS

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

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

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

The State’s General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded to the RFP. The State’s General Conditions of Purchases/General Terms and Conditions can be found at the following URL: <https://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf>

SECTION 10: REQUIRED ATTACHMENTS AND APPENDICES

- Attachment 1: MBE, WBE, and/or Disability Enterprise Participation Plan
- Attachment 2: Copy of 501(c)(3) Non-Profit Status
- Attachment 2: A completed and signed W-9 downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov.
- Attachment 3: Staff resumes and job descriptions
- Attachment 4: DUNS number and an active registration in the federal System for Award Management (SAM)

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

APPENDIX A. NEWBORN DEVELOPMENTAL RISK ASSESSMENT CRITERIA (LEVEL ONE SCREENING)

Risk Positive (+) are infants with:

Any **1** of the following:

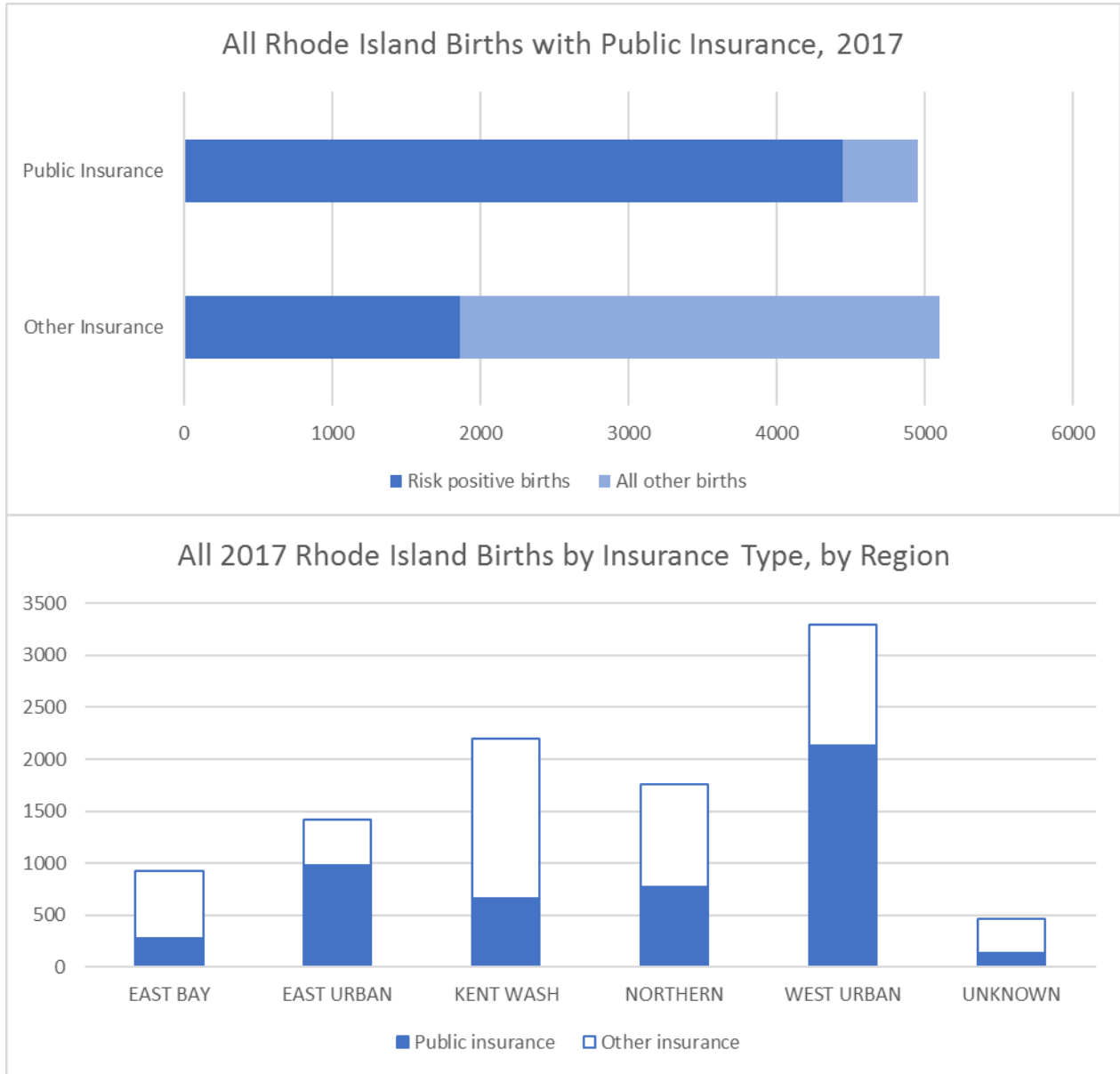
- Developmental disabilities and certain other established conditions
- Birth weights less than 1500 grams (3.3 lbs)
- Intensive care hospitalization greater than 48 hours
- Hepatitis B surface antigen positive mother

Any **2** of the following:

- Care giver's education less than 11th grade
- Mother's age less than 19 or greater than 37
- Single Care giver
- Mother's number of live births greater than 5
or no other live births
- One parent characteristic, e.g. chronic illness
- Less than 6 prenatal care visits before 36 weeks
or total number less than 10
- No prenatal care visits before 5 months
- Gestational age greater than 37 weeks and
birth weight 1500-2500 grams (3.3-5.5 lbs)
- Apgars at 1 and 5 minutes less than 7
- Medicaid Eligible

Clinical Information is also included in the determination.

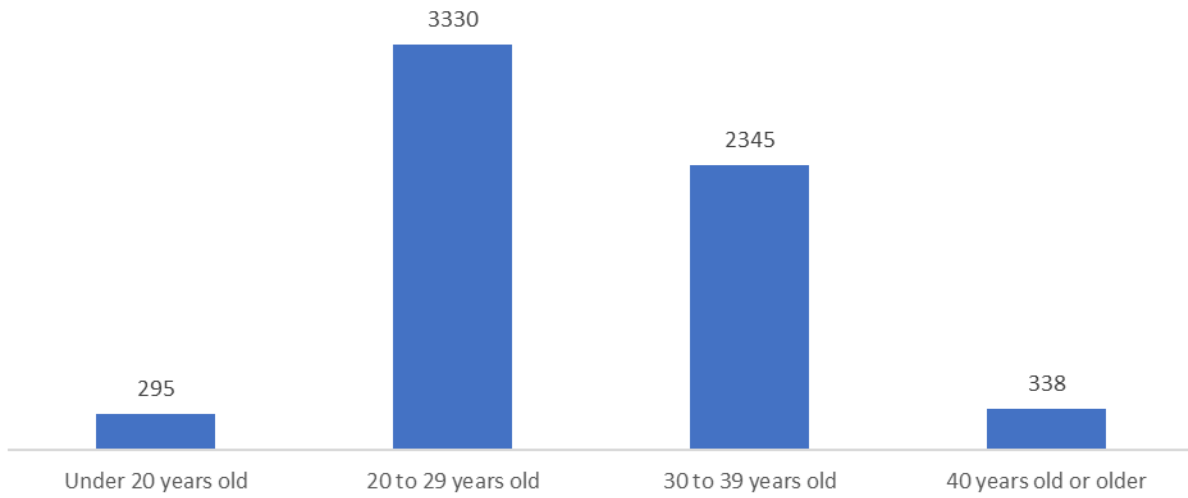
APPENDIX B. FIRST CONNECTIONS POPULATION AND RISK CHARACTERISTICS



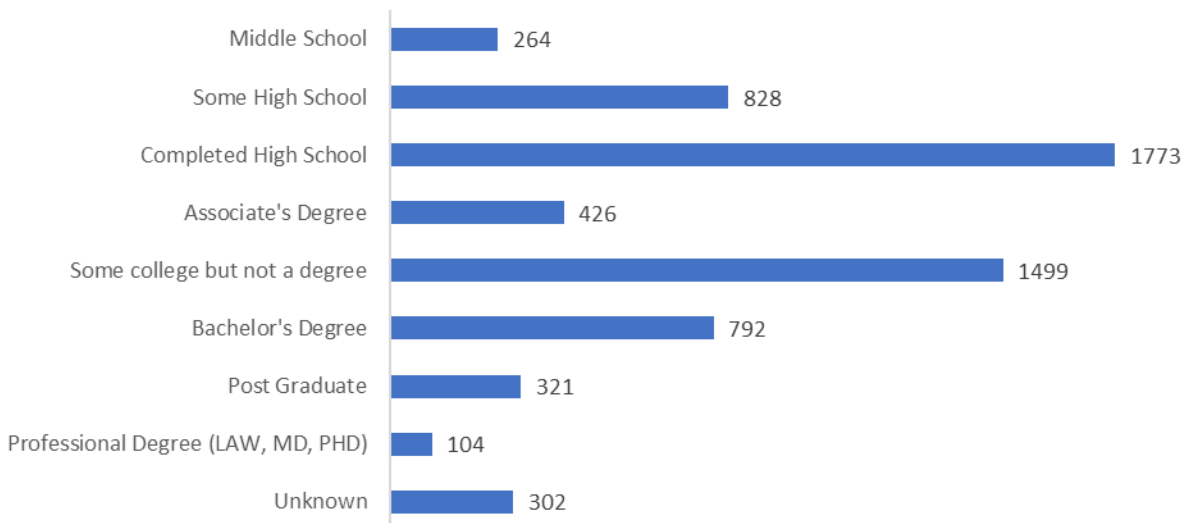
Service Area	Percent of Risk Positive Births on Public Insurance
<u>East Bay</u>	58%
East Urban Core	81%
Kent/Washington Counties	53%
Northern RI	67%
West Urban Core	80%

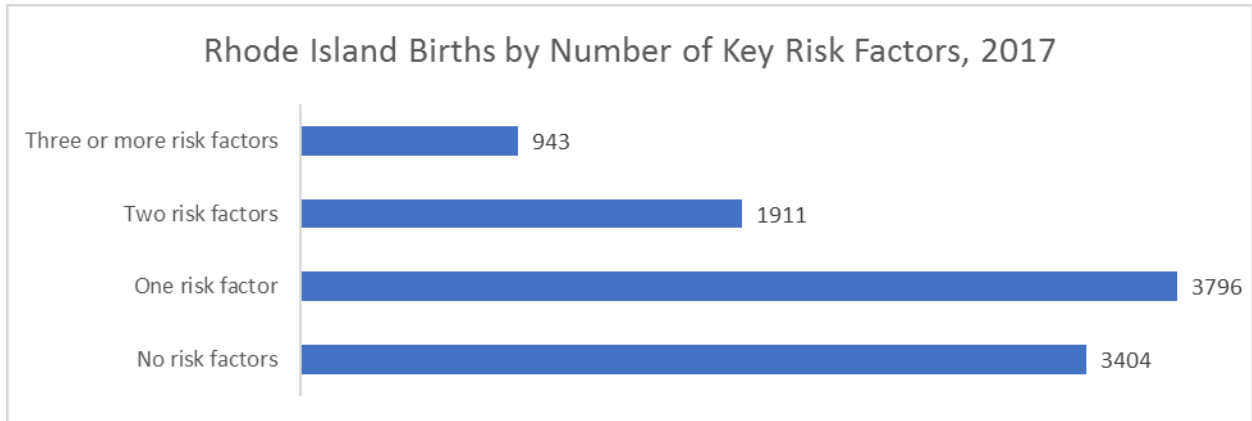
Note: These regions reflect the defined service areas for this new solicitation, however the percentages are based on data from 2017 births.

Mother's Age at Birth for all Risk Positive Births, 2017



Mother's Education Level for all Risk Positive Births, 2017





Note: there are eight priority populations used to define these key risk factors:

- (1) Low income
- (2) Mother less than 21 years old at birth
- (3) DCYF history
- (4) Substance use history
- (5) Mother education less than 12th grade
- (6) Armed forces
- (7) Mother has developmental disability
- (8) Mother with inpatient or outpatient mental health

Additional Factors:

Toxic Exposure: In 2017, approximately 150 babies were born across the state of Rhode Island and identified with toxic exposure.

APPENDIX C. REFERRALS BY REGION

SERVICE AREA	ESTIMATED TOTAL ANNUAL REFERRALS
East Bay	600
East Urban Core	1,425
Kent/Washington	1,350
Northern	1,375
West Urban Core	2,750
Statewide Total	7,500

Note:

- Estimated total referrals are based on the regional Level One referrals from 2017, as well as statewide DCYF and other community referrals
- In 2017, First Connections received 873 referrals from DCYF statewide. These referrals may duplicate some of the risk positive Level One referrals.

APPENDIX D. KIDSNET

KIDSNET is an integrated child health data system at the Rhode Island Department of Health. KIDSNET has several components including:

- 1) An electronic, automated, real-time tracking and follow-up system which links several RIDOH programs (Universal Newborn Screening [Metabolic, Hearing, Developmental], First Connections family home visiting program, Immunization, Lead, Early Intervention, and WIC)
- 2) Access for physicians and other authorized public health programs to screening test results, program enrollment, and other selected public health information such as immunization records
- 3) Systematic coordination of follow-up response for all children in need of public health services

All children born in Rhode Island on or after January 1, 1997 are in the KIDSNET system. KIDSNET creates a child profile allowing RIDOH programs and primary care providers to obtain information about preventive public health services received by the family. First Connections providers will be expected to record data collected at every home visit on reasons for referral, results of screenings/evaluations, and referrals made, and enter this data into the KIDSNET system. LIAs must demonstrate the capacity to enter this data directly into the First Connections module of KIDSNET as soon as possible, but not later than 7 days after the visit, to use KIDSNET to help locate families and to coordinate closely with the KIDSNET systems, and show capacity for data sharing and information transfer. RIDOH will train staff at the certified LIAs to use KIDSNET.

APPENDIX E. PRIORITY REFERRALS AND DESCRIPTIONS

Level One “Priority” Referrals

In addition, birthing hospital social workers may designate a referral “priority” based on clinical judgment. Examples of such referrals might include teen parents, parents exhibiting maternal depression, caregivers with limited cognitive abilities, substance-exposed newborns, or families lacking basic needs.

Newborn Screening Follow Up

The Newborn Screening follow-up program may contact a First Connections LIA if a family has a child who is at risk for a metabolic, endocrine, or hemoglobin disorder or other condition identified through the newborn bloodspot screening, or through the Rhode Island Hearing Assessment Program, and the family needs to be located.

Child Welfare Referrals

The Department of Children Youth and Families (DCYF) refers children to First Connections if the child is under the age of three and is a victim in an indicated case of child abuse or neglect. DCYF may also refer inactive children and children under the age of three who are not victims in an abuse and neglect investigation to First Connections if it is determined that these services are in the best interest of the child. All CAPTA referrals should be offered and provided a minimum of three home visits and, using both the ASQ and ASQ:SE screening tools, referrals are then made in accordance with the screening results. This referral process is in compliance with the federal Child Abuse Prevention Treatment Act (CAPTA PL108-36) and has been developed in collaboration with the Department of Human Services (DHS), the Rhode Island Department of Health (RIDOH), and the Early Intervention provider agencies.

APPENDIX F. RIDOH STATEWIDE FIRST CONNECTIONS BUDGET, 2017

RIDOH Reimbursed Visits (Non-Medicaid Only)	60%
Other RIDOH Funding (Flexible Funding)	40%
Total Costs (Non-Medicaid)	100%

Note: The percentage information provided above is historical information reimbursed in the last contract period to be used as a guide for non-flexible vs. flexible funding when building your budget. This is not reflective of the total percentage that each contract or region will be approved for.

First Connections providers also receive reimbursements directly from Medicaid for Medicaid-eligible visits. See Appendix C for more information on the distribution of families with public insurance in Rhode Island.

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

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

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

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

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



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

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

APPENDIX H. PROPOSAL CHECKLIST

Name of Applicant Entity: _____

- The proposal is written according to the RFP specifications.
- Applicants must use a standard 12-point Times Roman font on 8 ½ x 11 inch paper. The entire proposal should be typed in black ink on white paper. Applications should not be bound. Margins on all sides should be 1 inch and single line spacing is desirable. The narrative must be typed on one-side of the paper and the applicant's name must appear on each page. The entire application, including appendices, must be sequentially page numbered. The application sequence should be as follows: Cover Page, Table of Contents, Project Narrative (Parts A through D), and Appendices:
 - Proposal Checklist
 - Applicant Entity Information Form (Appendix B)
 - Table of Contents
 - Project Narrative:
 - Applicant Entity Qualifications & Experience
 - Work Plan/Proposed Approach
 - Staffing Plan
 - Budget & Justification (Appendix D & Appendix E)

REQUIRED ATTACHMENTS

- Attachment 1: Evidence of Non-Profit Status (copy of 501c3)
- Attachment 2: Completed and signed W-9
- Attachment 3: Staff Resumes and Job Descriptions
- Attachment 4: DUNS # and Organizational SAM Registration
- Appendix C: Budget Table
- Appendix G: RIDOH Sub-Recipient Capacity Survey

APPENDIX I. COST PROPOSAL TEMPLATE

CONTRACT PERIOD FROM: October 1, 2018 TO: September 30, 2019

AGENCY		DATE	
ADDRESS		TELEPHONE	
PROGRAM	First Connections	FEIN#	
SERVICE AREA			

PART 1: RIDOH Reimbursable Costs per Non-Medicaid Visits

	Number of annual non-Medicaid eligible visits	Per-visit rate	Subtotal
Nurse visits		\$104.95	
Social worker visits		\$84.00	
Community health worker visits		\$70.00	
Total RIDOH Reimbursable Non-Medicaid Visit Cost:			\$0.00

PART 2: Flexible Funding Costs

Expense Category	Budget
1. Personnel	\$
2. Care Coordination	\$
3. In-State Travel	\$
4. Performance Incentives	\$
5. Printing/Copying	\$
6. Supplies	\$
7. Professional Development/Training	\$
8. Postage	\$
9. Other	\$
1.	\$
2.	\$
10. Equipment	\$
Sub-Total	\$
Indirect/Administrative Cost	\$
Total	\$

Note: Offerors need not allocate dollars to all categories listed.

APPENDIX J. SAMPLE BUDGET WORKSHEET

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

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

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

PART 3: Sum of total Reimbursable and Flexible Funding Costs

TOTAL COST PROPOSAL AMOUNT FOR THIS SERVICE AREA:	\$0.00
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PART 4: Please attach typed budget narrative justifying the above costs.

APPENDIX K. SAMPLE BUDGET NARRATIVE WORKSHEET

(Please use the following Word document as a guide)

A. Justification of Budget Expenses

PERSONNEL		\$6,534.00
<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.		
FRINGE BENEFITS		\$1,960.00
Taxes and fringe @ 30% are calculated as follows: Social Security 6.20%, Medicare 2.45%, Workmen's Comp 4.54%, Unemployment Insurance 4.46%, Dental Insurance 1.00%, Life Insurance .68%, Pension 10.67%.		
CONSULTANTS		\$30,000.00
Sue Smith, PhD, Psychologist for RI Hospital \$150.00 per hour for 200 hours Dr. Smith will provide technical assistance with reports and data collection		
IN-STATE TRAVEL		\$450.00
Mileage reimbursement for all staff members to be calculated at \$0.535/mile for 842 miles. *Rate is effective through December 31 st , 2017		
PRINTING/COPYING		\$700.00
Printing expenses for printing of monthly flyers, brochures, and information sheets		
SUPPLIES		\$800.00
General office supplies to include paper, pens, file folders, etc.		
OTHER		\$200.00
<u>Incentives</u>	<u>\$200.00</u>	
40 - \$5.00 Gift Cards for participation in after- hours meetings		

APPENDIX L. 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 M. RIDOH CONTRACT TERMS & CONDITIONS

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

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

PAR. 1. GOVERNING LAW AND GENERAL TERMS AND CONDITIONS

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

PAR. 2. PERFORMANCE

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

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

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

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

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

PAR. 3. TIME OF PERFORMANCE

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

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

PAR. 4. PROJECT OFFICER – RIDOH

RIDOH shall appoint a Contract Officer to manage this Agreement. The Contractor agrees to maintain close and continuing communication with the Contract Officer throughout the performance of work and services undertaken under the terms of this Agreement. The Contract Officer is responsible for authorizing, or seeking authorization of all payments made by RIDOH to the Contractor under this Agreement.

PAR. 5. PROJECT OFFICER – CONTRACTOR

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

PAR. 6. BUDGET

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

PAR. 7. METHOD OF PAYMENT AND REPORTS

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

PAR. 8. TERMINATION AND/OR DEFAULT OF AGREEMENT

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

- a) Mutual Agreement
The contracting parties mutually agree in writing to termination.
- b) Default by Contractor
RIDOH may, by not less than thirty (30) days prior written notice to the Contractor, terminate the Contractor's right to proceed as to the Agreement if the Contractor:
 - 1. Materially fails to perform the services within the time specified or any extension thereof; or
 - 2. So fails to make progress as to materially endanger performance of the Agreement in accordance with its terms; or
 - 3. Materially breaches any provision of this Agreement.Termination, at the option of RIDOH shall be effective not less than thirty (30) days after receipt of such notice, unless the Contractor shall have corrected such failure(s) thirty (30) days after the receipt by the Contractor of such written notice; any failure which, in the exercise of due diligence, cannot be cured within such thirty (30) day period shall not be deemed a default so long as the Contractor shall within such period commence and thereafter continue diligently to cure such failure.
- c) Termination in the Interest of RIDOH
RIDOH may terminate this agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, not less than thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of RIDOH, become its property. If the agreement is terminated by RIDOH as provided herein, the Contractor will be paid an amount which bears the same rate to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payment of compensation previously made.
- d) Availability of Funds
It is understood and agreed by the parties hereto that all obligations of RIDOH, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State and Federal funds, and in no event shall RIDOH be liable for any payments hereunder in excess of such available and appropriated funds. In the event that the amount of any available or appropriated funds provided by the State or Federal sources for the purchase of services hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified amount of services to be purchased hereunder for any reason whatsoever, RIDOH shall notify the Contractor of such reduction of funds available and RIDOH shall be entitled to reduce its commitment hereunder as it deems necessary, but shall be obligated for payments due to the Contractor up to the time of such notice. None of the provisions of this paragraph shall entitle RIDOH to compensation for anticipated profits for unperformed work.

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

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

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

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

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

The State shall not be liable to the Contractor for loss of profits because of a stop work order issued under this clause, however, unless termination is for a default by the Contractor, the Contractor shall have the right to recover costs associated with maintaining the personnel, leases and equipment during the period of time the stop work order was in effect that cannot otherwise be reasonably utilized by the Contractor during the stop work period.

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

The Contractor's liability to RIDOH for any damages arising out of or related to this Agreement, regardless of the form of action that imposes liability, whether in contract, equity, negligence, intended conduct, tort or otherwise, will be limited to and will not

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

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

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

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

Assurances before breach

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

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

RIDOH's options at termination

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

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

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

Notwithstanding the terms, conditions and/or requirements set out in Paragraphs 7 and 8, the Contractor shall not be relieved of liability to RIDOH for damages sustained by RIDOH by virtue of any breach of the Agreement by the Contractor, and RIDOH may withhold payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due RIDOH from the Contractor is determined.

PAR. 10. MODIFICATION OF AGREEMENT

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

Special Projects are defined as additional services available to RIDOH on a time and materials basis with the amounts not to exceed the amounts referenced on the Contractor's RFP cost proposal or as negotiated by project or activity. The change order will specify the scope of the change and the expected completion date. Any change order shall be subject to the same terms and

conditions of this Agreement unless otherwise specified in the change order and agreed upon by the parties. The parties will negotiate in good faith and in a timely manner all aspects of the proposed change order.

PAR. 11. SUBCONTRACTS

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

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

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

PAR. 12. CONTRACTOR'S LIABILITY/INDEMNIFICATION

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

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

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

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

PAR. 13. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

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

Pursuant to Title VI and Section 504, as listed above and as referenced in **ADDENDA V AND VI**, which are incorporated herein by reference and made part of this Agreement, the Contractor shall have policies and procedures in effect, including, mandatory written compliance plans, which are designed to assure compliance with Title VI section 504, as referenced above. An electronic

copy of the Contractor's written compliance plan, all relevant policies, procedures, workflows, relevant chart of responsible personnel, and/or self-assessments must be available to RIDOH upon request.

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

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

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

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

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

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

PAR. 14. ASSIGNABILITY

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

PAR. 15. COPYRIGHTS

Any and all data, technical information, information systems, materials gathered, originated, developed, prepared, modified, used or obtained by the Contractor in performance of the Agreement used to create and/or maintain work performed by the Contractor, including but not limited to, all hardware, software computer programs, data files, application programs, intellectual property, source code, documentation and manuals, regardless of state of completion shall be deemed to be owned and remain owned by the State ("State Property"), and the State has the right to (1) reproduce, publish, disclose or otherwise use and to authorize others to use the State Property for State or federal government purposes, and (2) receive delivery of such State Property upon 30 day notice by the State throughout the term of the contract and including 120 days thereafter. To be clear with respect to State Property, the work shall be considered "work for hire," i.e., the State, not the selected Contractor or any subcontractor, shall have full and complete ownership of all State Property. The selected Contractor and any subcontractor hereby convey, assign and transfer to State any and all of its or their right, title and interest in State Property, if any, including but not limited to trademarks and copyrights. The State hereby grants to the federal government, and the federal government reserves, a royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose or otherwise use and to authorize others to use for federal government purposes such software, modifications and documentation designed, developed or installed with federal financial participation.

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

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

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

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

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

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

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

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

PAR. 16. PARTNERSHIP

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

PAR. 17. INTEREST OF CONTRACTOR

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

PAR. 18. FEDERAL FUNDING PROVISIONS

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

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

PAR. 19. FUNDING DENIED

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

The Contractor agrees that no expenditures claimed for reimbursement under this Agreement will be claimed for reimbursement under any other agreement, grant, or contract that the Contractor may hold which provides funding from state or federal sources. The Contractor further agrees to be liable for audit exceptions that may arise from examination of expenditures: (a) claimed by the Contractor for reimbursement under this Agreement, and/or (b) submitted by the Contractor in meeting any cost participation requirements.

PAR. 20. ACCESSIBILITY AND RETENTION OF RECORDS

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

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

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

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

PAR. 21. CAPITAL ASSETS

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

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

PAR. 22. COMPETITIVE BIDS

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

PAR. 23. SECURITY AND CONFIDENTIALITY

The Contractor shall take security measures to protect against the improper use, loss, access of and disclosure of any confidential information it may receive or have access to under this Agreement as required by this Agreement, the RFP and proposal, or which becomes available to the Contractor in carrying out this Agreement and the RFP and the proposal, and agrees to comply with the requirements of RIDOH for safeguarding of client and such aforementioned information. Confidential information includes, but is not limited to: names, dates of birth, home and/or business addresses, social security numbers, protected RIDOH information, financial and/or salary information, employment information, statistical, personal, technical and other data and information relating to the State of Rhode Island data, and other such data protected by RIDOH laws, regulations and policies ("confidential information"), as well as State and Federal laws and regulations. All such information shall be protected by the Contractor from unauthorized use and disclosure and shall be protected through the observance of the same or more effective procedural requirements as are applicable to RIDOH.

The Contractor expressly agrees and acknowledges that said confidential information provided to and/or transferred to provider by RIDOH or to which the Contractor has access to for the performance of this Agreement is the sole property of RIDOH and shall not be disclosed and/or used or misused and/or provided and/or accessed by any other individual(s), entity(ies) and/or party(ies) without the express written consent of RIDOH. Further, the Contractor expressly agrees to forthwith return to RIDOH any and all said data and/or information and/or confidential information and/or database upon RIDOH's written request and/or cancellation and/or termination of this Agreement.

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

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

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

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

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

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

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

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

Notwithstanding any other requirement set out in this Agreement, the Contractor acknowledges and agrees that the HITECH Act and its implementing regulations impose new requirements with respect to privacy, security and breach notification and contemplates that such requirements shall be implemented by regulations to be adopted by the U.S. Department of RIDOH and Human Services. The HITECH requirements, regulations and provisions are hereby incorporated by reference into this Agreement as if set forth in this Agreement in their entirety. Notwithstanding anything to the contrary or any provision that may be more restrictive within this Agreement, all requirements and provisions of HITECH, and its implementing regulations currently in effect and promulgated and/or implemented after the date of this Agreement, are automatically effective and incorporated herein. Where this Agreement requires stricter guidelines, the stricter guidelines must be adhered to.

Failure to abide by RIDOH's confidentiality policy or the required signed **Business Associate Agreement (BAA)** will result in termination remedies, including but not limited to, termination of this Agreement. A **Business Associate Agreement (BAA)** shall be signed by the Contractor, simultaneously or as soon thereafter as possible, from the signing of this Agreement, as required by RIDOH.

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

PAR. 24. AUDIT

In the case wherein the amount identified in **PAR. 6. - BUDGET** is at least twenty-five thousand dollars (\$25,000) in any year, at no additional cost for RIDOH, the Contractor shall prepare an annual financial statement of the Contractor or the Contractor's parent, where applicable, within nine (9) months of the end of the Contractor's fiscal year. The financial statements must provide

full and frank disclosures of all assets, liabilities, changes in the fund balances, all revenue, and all expenditures. Upon written or oral request by RIDOH, the Contractor shall provide RIDOH a copy of the above described financial statement(s) within ten (10) days of RIDOH's request or within twenty (20) days of the end of the Time of Performance, Paragraph 3 herein. If additional financial documentation is required by the Federal funding source, these additional financial requirements must be met in addition to the preparation of the above financial statements.

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

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

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

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

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

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

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

PAR. 25. SEVERABILITY

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

PAR. 26. ON-SITE INSPECTION

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

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

PAR. 27. DRUG-FREE WORKPLACE POLICY

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

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

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

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

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

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

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

PAR. 30. CHIEF PURCHASING OFFICER

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

PAR. 31. OWNERSHIP

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

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

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

development tools and the residual technology, so long as such use does not breach Contractor's obligations of confidentiality set forth herein

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

PAR. 32. FORCE MAJEURE

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

PAR. 33. RESERVED

PAR. 34. DISPUTES

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

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

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

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

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

PAR. 35. GOVERNING LAW

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

PAR. 36. WAIVER AND ESTOPPEL

Nothing in this Agreement shall be considered waived by any party, unless the party claiming the waiver receives the waiver in writing. No breach of this Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision shall not constitute a waiver of any other. A failure of any party to enforce at any time any provisions(s) of this

contract, or to exercise any option which is herein provided, shall in no way be construed as a waiver of such provision of this contract. No consent, or excuse by either party, express or implied, shall constitute a subsequent consent, waiver or excuse.

PAR. 37. INSURANCE

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

PAR. 38. WORK REVIEWS

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

PAR. 39. BUSINESS CONTINUITY PLAN

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

PAR. 40. NOTICES

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

PAR. 41. COUNTERPARTS

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

PAR. 42. AMENDMENTS

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

PAR. 43. SURVIVAL

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

PAR. 44. ADDITIONAL APPROVALS

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