



**REQUEST FOR PROPOSALS**  
RHODE ISLAND DEPARTMENT OF HEALTH  
Division of Community, Family Health & Equity  
Preventive Services & Community Practices  
Family Planning Program

**TEEN OUTREACH PROGRAM®**

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*Applications are due at:*

*Rhode Island Department of Health  
Family Planning Program  
c/o Leah McPhail  
3 Capitol Hill, Room 302  
Providence, RI 02908*

*By 4:00pm (est) on Friday, July, 15, 2016*

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Questions concerning this solicitation must be e-mailed no later than June 24, 2016 to Leah McPhail at the Department of Health at [Leah.McPhail@health.ri.gov](mailto:Leah.McPhail@health.ri.gov). Questions should be submitted in a Microsoft Word attachment and reference "RFP: Teen Outreach Program" on all correspondence. Questions received, if any, will be posted on the Department of Health Website (<http://health.ri.gov/rfp>) 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: BACKGROUND AND PURPOSE.....6**

- Procurement Objective
- Births Among Teens by Age
- Statewide Approach to Teen Pregnancy Prevention

**SECTION 3: SCOPE OF WORK .....8**

- Scope
- Minimum Applicant Entity Requirements
- Applicant Entity Responsibilities

**SECTION 4: PROPOSAL SUBMISSION ..... 13**

- Administrative Information

**SECTION 5: PROPOSAL CONTENT ..... 13**

**SECTION 6: EVALUATION & SELECTION ..... 14**

**SECTION 7: ATTACHEMENT AND APPENDICES..... 16**

- Appendix A: Proposal Checklist..... 17
- Appendix B: Applicant Entity Information Form ..... 18
- Appendix C: Budget Table Form..... 19
- Appendix D: Sample Budget Worksheet ..... 20
- Appendix E: Sample Budget Narrative Worksheet ..... 21
- Appendix F: RIDOH Contract Terms and Conditions ..... 22



## **REQUEST FOR PROPOSALS**

RHODE ISLAND DEPARTMENT OF HEALTH  
Division of Community, Health & Equity  
Preventive Services & Community Practices  
Personal Responsibility Education Program

### **TEEN OUTREACH PROGRAM®**

#### **SECTION 1: INTRODUCTION**

The Rhode Island Department of Health (RIDOH), Division of Community, Health and Equity, strives to support communities in developing their capacity to meet the needs of youth. RIDOH seeks to establish contracts with five community-based organizations to implement the Teen Outreach Program and work to increase the state's capacity to use science based approaches to prevent teen pregnancy and promote adolescent reproductive health, including abstinence and prevention of sexually transmitted infections and HIV.

Funding is available to RIDOH through the United States Department of Health and Human Services, Administration of Children and Families, Family, Youth, and Services Bureau, Administration on Children, Youth, and Families in response to FOA Personal Responsibility Education Program, HHS-2016-ACF-ACYF-PREP-1138, CFDA Number: 93.092. As the State designated Maternal and Child Health Title V Agency, RIDOH was the only state department eligible to apply for this formula grant based funding.

RIDOH is soliciting proposals from community-based, public or non-profit organizations to serve as community partners with the RI Department of Health in the implementation of Teen Outreach Program (TOP)®, an evidence based teen pregnancy prevention program. The RI Department of Health has allocated \$125,000 to support this effort. A maximum of 5 communities will be funded up to \$25,000 each. If additional funding becomes available, RIDOH will fund additional sites or increase the awarded organizations to expand services. The initial project period will begin October 1, 2016-September 30, 2017 for 12 months. Budgets should reflect this 12 month period. Any funding in subsequent years will be based on 12 month periods or an alternative period to align with the federal funding grant budget period supporting the TOP®. The project may be renewed for four additional 12-month periods at the exclusive option of the state based upon agency performance and the availability of funding. Proposals will be evaluated based on the relative merits of the proposal and an appropriate, realistic budget.

The awarded applicants will work in close partnership with RIDOH on this project by attending required routine oversight meetings. It is expected that staff of RIDOH and the awarded applicants will share responsibilities under the overall guidance of senior Department personnel. As a result of this project, communities will be positioned to make programmatic, policy, systems and environmental changes that

will decrease teen pregnancy and improve the overall health of adolescents in their respective populations.

RIDOH proposes to utilize the Wyman Center's Teen Outreach Program® because it has applications and success with both middle school and high school students both within school and out of school settings. The Teen Outreach Program® combines a comprehensive sexuality education curriculum along with a positive youth development approach, which includes a community service component. RIDOH is proposing a statewide effort to enable broad community participation to design a local implementation model with fidelity. RIDOH will allow communities flexibility in choosing the lead entity to implement the Teen Outreach Program. It may be a school or community based organization. It is expected that schools and community-based organizations will work together to successfully implement the Teen Outreach Program. There are four levels to the curriculum that can be implemented consecutively or independently. The lessons are not duplicative and each level addresses particular developmental needs of adolescents between the ages of 12-17 years old. This will allow use of the curriculum over the period of the project without repetition for youth participants. TOP® has consistently demonstrated reductions in suspension rates, reduction in course failure rates and reduction in pregnancy rates. There have also been observed reductions in school dropout rates as well.

Research has also demonstrated that TOP® is an excellent choice. The Teen Outreach Program was featured in an evaluation of 30 schools nationwide that serve a diverse population. Teen Outreach Program students were less likely to become pregnant than students in the control group at the end of the school year. The program seemed to be more effective with females versus males. The program was as effective with teens with no previous pregnancy and worked well for those with a previous pregnancy or birth. Additionally, in terms of supporting youth development approaches, TOP® was found to promote pro-social bonding, social competence, emotional competence, self-determination, and belief in the future. Finally, opportunities and experiences within the curriculum promoted stronger connections within schools and communities, built skills by providing authentic activities, and developed an atmosphere that was supportive and empowering for all youth involved in the program.

**Instructions and Notification to applicant entity:**

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

1. Potential applicant entities 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 procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content shall be borne by the applicant entity. The State assumes no responsibility for these costs.

4. Proposals are considered to be irrevocable for a period of not less than 120 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 herein.
6. Proposals misdirected to other state locations, or which are otherwise not present in the Division at the time of opening for any cause will be determined to be late and will not be considered for the purposes of this requirement.
7. It is intended that an award pursuant to this RFP will be made to an applicant entity, or applicant entities in the various categories, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered. Subcontracts are permitted, provided that their use is clearly indicated in the applicant entity's proposal and the subcontractor(s) to be used is (are) identified in the proposal.
8. All proposals should include the applicant entity's FEIN or Social Security number as evidenced by a W9, downloadable from the Division's website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
9. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.
10. Applicant entities are advised that all materials submitted to the State for consideration in response to this RFP will be considered to be Public Records as defined in Title 38, Chapter 2 of the General Laws of Rhode Island, without exception, and will be released for inspection immediately upon request once an award has been made.
11. Interested parties are instructed to peruse the Department of Health website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
12. Equal Employment Opportunity (G.L. 1956 § 28-5.1-1, et seq.) – § 28-5.1-1 Declaration of policy – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies to all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation.
13. In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the successful applicant entities.
14. The applicant entity should be aware of the State's Minority Business Enterprise (MBE) requirements, which address the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information visit the website [www.mbe.ri.gov](http://www.mbe.ri.gov)

15. 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

**SECTION 2: BACKGROUND AND PURPOSE**

RIDOH’s vision for Adolescent Health in Rhode Island is to create a comprehensive and coordinated adolescent health system that supports families and communities in promoting positive adolescent development so that all children are raised in environments with caring adults who nurture and promote their health and development, feel safe and supported and are engaged in the lives of their families, peers and communities; have access to appropriate, high quality health, education, social and other community services as needed to support their optimal healthy development and assure their well-being and enable them to thrive during their adolescence.

Table 1 illustrates the birth rate among teens in Rhode Island’s four core cities, and Washington County.

**Table 1: Births to Teens in Rhode Island Selected Cities and Towns with Overall Birthrates over 25 per 1,000 Girls, 2009-2013**  
**RI Department of Health as published in RI Kids Count Factbook**

City/Town	Number of Births to Girls Ages 15-17	Birth Rate Per 1000 Girls Ages 15-17	Number of Births to Girls ages 18-19	Birth Rate Per 1,000 Girls Ages 18-19	Number of Births to Girls Ages 15-19	Birth Rate Per 1,000 Girls Ages 15-19
Central Falls*	82	37.3	186	128.3	268	73.4
Pawtucket*	143	20	294	65	437	37.5
Providence*	535	29.3	1,036	32.1	1,571	31.1
Washington County**	45	31.7	161	92.6	206	86.6
Woonsocket*	124	32.6	278	111.2	402	63.8

## **Procurement Objective**

The objective of this RFP is to procure the services of five RI community-based, public or non-profit organizations to serve as community partners with the RI Department of Health in the implementation of Teen Outreach Program (TOP)<sup>®</sup>.

The Rhode Island Department of Health anticipates spending up to \$125,000 for the first year of this project (October 1, 2016 - September 30, 2017). This amount may be increased or decreased based upon federal awards received through the ACYF. Consideration will be given to modifying the contract amount based upon need for service within the contract's scope, contractor's performance, and the availability of funding.

The applicant entity is required to recruit and retain qualified staff to perform all activities in Tasks 1-5 as described in the Scope of Work section of this RFP. Reimbursements will be made at less than 100% of the actual cost of providing services.

## **Births Among Teens**

Once a teenager has one baby, she is at increased risk of having another as a teen. A repeat birth during the teen years, compounds educational, economic, and health problems for both the mother and her children. Babies born to teen mothers are at increased risk for low birth weight, prematurity and death. Children of teen parents are more likely to experience learning and behavior problems in school, live in poverty, enter the foster care system, drop out of high school, and spend time in prison. Between 2010-2014 there were 3,709 births to teens aged 15-19, with 2,362 occurring in the four core cities identified in Table 1.

## **A Statewide Approach to Teen Pregnancy Prevention**

RIDOH will identify five local agencies to implement the Teen Outreach Program out of the identified communities listed in Table 1 with the highest need. Ideally, communities will propose school/community organization partnerships to implement Teen Outreach Program. RIDOH will seek five established community/school coalitions representing different geographical areas, cultural mixes and a mix of urban, suburban/rural communities from among the communities identified with the highest rates of teen pregnancy. The focus of the efforts will be to delay sexual initiation and prevent teen pregnancy, reduce the number of repeat births among teen mothers and to connect youth with caring adults in the community. These efforts will support the overall goal of developing community-based capacity to support the healthy development of all youth.

A tiered approach will be used to prioritize communities for implementation. RIDOH will provide funding to communities to support staff training and other implementation costs including supplies and transportation as appropriate. All communities will be tiered based on their ability to adhere to the program requirements related to fidelity of implementation and ability to engage teens in the program as described herein.

A top down, bottom up approach will be used to implement the Teen Outreach Program. State partners will manage and guide implementation with local community partners and will also work with state and local partners to develop capacity and identify resources within the State to support the Teen Outreach Program in every Rhode Island community. These complementary approaches will work to ensure that Rhode Island is strategically focused on programs and policies to support adolescent health including

teen pregnancy prevention, and that existing endeavors such as community service graduation requirements are optimized in every community to support health and academic success of all Rhode Island youth. RIDOH's goal is to ensure that all Rhode Island communities have the capacity to support the healthy development of adolescents.

The strength and feasibility of this approach has been documented by Bernat and Resnick (2006) asserting that broad youth development approaches complemented with targeted risk reduction strategies support healthy adolescent development. Additionally they affirm the protective health effects of connectedness with adults in homes, schools and the community. They cite numerous studies that have shown that various dimensions of connectedness protect youth against a broad range of health risks. These results have applications across gender, race, and ethnicity.<sup>1</sup>

Indicators of risk and need, such as high absenteeism, course failure, school dropout, special health care needs, and behavioral based concerns will be used to target outreach for enrollment of both female and male youth. However, the program will be open to any interested teen regardless of perceived risk indicators, race, ethnicity, gender or sexual identity. Expansion of efforts to the five other communities will be based on RIDOH and its partners' ability to secure additional funding to serve more youth. Rates of attrition will be monitored and outreach strategies to engage youth will be ongoing.

The Teen Outreach Program curriculum is based on a youth development approach through service learning and aligned with the developmental needs of adolescents. Lessons are hands on and experiential. There are four levels to the curriculum designed to address the specific developmental needs of youth between the ages of 12-19 years old. The curriculum also has a broad sexuality and family life component that aligns with current RI State requirements for comprehensive sex and family life education within a comprehensive RIDOH education program. Implementation of this curriculum will also help schools address important graduation requirements for youth in terms of service learning. All RI youth must complete 15 hours of community service to be eligible to graduate from high school. The breadth of the curriculum is designed for full secondary level implementation while the breadth of the lessons at each of the four levels provides youth with the necessary information, skills and support necessary to lead healthful lifestyles. The Teen Outreach Program has also been used effectively with teens aged 18-19 years old in alternative settings. Youth will be grouped in "clubs" up to 25 youth per club. Each site will have a least one club; however, one facilitator can manage two clubs.

<sup>1</sup> Bernat, D. and Resnick M. (2006). Healthy Youth Development: Science and Strategy, *Journal of Public Health Management and Practice*, November (supplement), S10-S16.

### **SECTION 3: SCOPE OF WORK**

The applicant entity will be a replication partner of the Wyman Center's Teen Outreach Program, delivering the curriculum to youth in the identified communities. The applicant entity must encompass the scope of work described below:

1. Submit invoices and appropriate backup documentation by the 10th of each month following delivery of services.
2. Submit monthly reports.

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<sup>1</sup> Bernat, D. and Resnick M. (2006). Healthy Youth Development: Science and Strategy, *Journal of Public Health Management and Practice*, November (supplement), S10-S16.

3. Administration of pre and post surveys (PREP and TOP) for all youth served in the program year.
4. Utilization of WymanConnect – an online portal for monitoring program fidelity, including survey data, attendance data, lesson planning and sequencing, community service hours performed, etc.
5. Submit assessment results, community reports and data needed to refine implementation efforts and to evaluate local efforts.

### **Minimum Applicant Entity Requirements**

The successful applicant entity will have the requisite experience and resources to carry out the activities detailed in the scope of work section of this RFP. More specifically, the applicant entity must:

- Be a community based public or non-profit agency/school or school department. Partnerships between community based organizations and schools are highly encouraged.
- RIDOH's, Adolescent Health Program will provide support services to the agencies that are awarded a contract resulting from this solicitation. These services include and are not limited to: training and professional development in Teen Outreach Program as well as other state and local health and social service program supports for youth and families, data collection tools, community specific data, and other technical support services designed to build local capacity for healthy youth development.
- Applicant entities also must agree to participate in local evaluation efforts. There may be an opportunity to participate in national evaluation efforts as well if Rhode Island's model is selected for inclusion.
- Applicant entities must be able to demonstrate stability of their organization, as well as effective management and administrative performance.

### **Applicant entities must have the following capabilities:**

- Technical (computer and electronic communication) capacity, including email and direct access to the Internet.
- Demonstrated experience working within schools and the community, including other organizations, policymakers and residents.
- Demonstrated ability to reach adolescents including those who are disengaged, as well as low income racial and ethnic minority groups.
- Ability to organize and lead local stakeholders in efforts to implement Teen Outreach Program.

### **Applicant Entity Responsibilities**

The applicant entities selected as a result of this RFP must commit to:

- have one trained facilitator per organization/school. This person(s) will participate in a three full day in-state training conducted by RIDOH.
- devote a minimum of five hours per week over a nine month period of time
- commit to participation in an in-state three day facilitator training,
- possess the skill and commitment to implement the program with fidelity defined as the faithfulness with which a curriculum or program is implemented without compromising the programs core components

- follow a process to ensure any potential adaptations to the curricula, such as the inclusion of local data and resources related to teen pregnancy, and HIV STD prevention, and other local data do not compromise fidelity of program implementation. Core components include the content, pedagogy, and logistics related to implementation.
- demonstrate the capacity to conduct the community service component including support for youth over a continuous nine month period , established relationships within the community and a commitment to build capacity for community support supporting youth development
- provide transportation for youth to community service projects as necessary,
- provide a setting for youth to meet with the facilitator at least once per week over a nine month period and provide a physically healthy and emotionally safe setting.
- provide healthy snacks at meetings as appropriate
- describe community readiness, target populations of youth in terms of age or grade and other identifiers as appropriate, key partners, their commitments to this project, and their roles in this project. Identify additional partners you anticipate will be needed for this initiative and how you plan to engage them.
- describe current efforts in the community related to adolescent health specifically and community health in general
- establish linkages with other community based organizations to meet the needs of youth in the program, eg, health centers, social services organizations and the like.
- outreach and education to parents, teachers and school staff about the Teen Outreach Program and building support for parents in raising healthy teens
- participate in evaluation efforts as appropriate at the State level and with the federal government if Rhode Island is selected for the national evaluation effort

### **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**

1. The applicant entity is responsible for providing office space, office equipment and support at necessary for the administration of the program
2. The applicant entity is responsible for data collection for program data as described in this Request for Proposals
3. The applicant entity is responsible for supporting staff travel to sites and conferences if appropriate

The successful applicant entity will be required to submit monthly reports and invoices by the tenth of each month following the delivery of services and accompanied by appropriate documentation. A quarterly report describing program activities and an Annual report with an aggregate of all monthly report data is required.

#### **SECTION 4: PROPOSAL SUBMISSION**

All applicant entities must submit their proposals on or before the date and time listed on the cover page of this solicitation. Proposals (**an original plus five [5] copies**) should be mailed or hand-delivered in a sealed envelope marked “**RFP – Teen Outreach Program®**” to:

Rhode Island Department of Health  
Teen Outreach Program  
c/o Leah McPhail  
3 Capitol Hill, Room 302  
Providence, RI 02908

The proposal must be typed, 12 Times Roman or an equivalent font, English, double-spaced, paginated, 1-inch margins, one-sided, and submitted in the proper sequence

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

#### **Administrative Information**

Questions concerning this solicitation must be emailed to Leah McPhail at the Department of Health at [Leah.McPhail@health.ri.gov](mailto:Leah.McPhail@health.ri.gov). They must be received no later than July 8, 2016. Questions should be submitted in a *Microsoft Word* attachment. Please reference “RFP: Teen Outreach Program” 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.

#### **SECTION 5: PROPOSAL CONTENT**

This section contains all of the information and forms necessary to develop and submit the application. 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: Application Information Form, Table of Contents, Project Narrative (Parts A through D), and Appendices.

The following sections must be completed in response to the RFP. Each section should be submitted using the format presented herein.

#### **Application Information Form**

The Application Information Form must be completed (See Appendix B) and included as a part of the application. The individual authorized to sign on behalf of the organization must sign the form attesting to the accuracy of the information submitted as part of the proposal.

#### **Table of Contents**

A Table of Contents must be completed and based on the sections included in the application sequence.

#### **Project Narrative**

The information contained in this section constitutes the bulk of the project proposal. Requested supporting documentation must be included as appendices. The Project Narrative must be submitted in accordance with the following format:

#### Part A – Applicant Entity Qualifications & Experience

The applicant entity should briefly describe the degree to which it is qualified and experienced in providing family planning clinical and education services. The applicant should include a brief description of similar projects undertaken and data of similar clients served, with tasks similar to those in this RFP.

The narrative for this section should not exceed 3 pages in length.

#### Part B – Work Plan/Proposed Approach

This section should describe the applicant’s proposed approach and/or methodology to meet State Personal Responsibility Education Program/Teen Outreach Program requirements and provide high quality youth services. The work plan should include goals with clearly defined SMART (specific, measurable, achievable, realistic, time-bound) objectives. Projected number of clients served and services provided should also be included in the work plan. Tasks and activities to address the objectives should be outlined and include monitoring and evaluation.

This section should not exceed 8 pages in length.

#### Part C – Staffing Plan

This section should describe how the applicant entity’s proposed staffing plan will provide project oversight, both administrative and programmatic. The applicant entity should also detail how staff, both current and new, will be trained according to the Teen Outreach Program® fidelity requirements. The applicant entity should describe briefly how the proposed project’s staffing plan will demonstrate cultural and linguistic competence through clearly defined values, policies, structures, and practices, as well as through the employment of bi-lingual and bicultural staff at all levels of the agency.

This section should not exceed 3 pages in length.

#### Part D - Budget & Justification

Applicant entities must provide a budget and budget justification (See Appendix II) for the period 10/1/2016 - 9/30/2017. No additional narrative is needed for this section.

This section contains all of the information and forms necessary to develop and submit the application. Applicants must use a standard 12-point Times Roman font on 8 ½ x 11 inch paper.

### **SECTION 6: EVALUATION AND SELECTION**

Applicant proposals will be reviewed by a Technical Review Committee comprised of staff from state agencies. Applicant proposals will be evaluated competitively by the Technical Review Committee for adherence to the RFP, PREP, TOP®, and other federal and state requirements. Applicant experience, capacity to provide youth services, and the strength and relevance of the proposed program of services will be assessed. The location of the agency to be funded will be a factor of consideration, based on the target populations indicated in the RFP. The following list outlines the relevant evaluation items and their maximum scores. Each proposal will receive a rating score (maximum 100 points) with a minimum score of 75 points for consideration.

- Agency Qualifications & Experience (20 points)
- Work Plan/Proposed Approach (30 points)
- Staffing Plan (20 points)
- Budget & Justification (30 points)

SAMPLE BREAKDOWN IN TABLE BELOW

Criteria	Possible Points
Staff Qualifications	20 Points
Capability, Capacity, and Qualifications of the Applicant Entity	20 Points
Quality of the Work plan	30 Points
<b>Total Possible Technical Points</b>	<b>70 Points</b>
Budget and Justification	30 Points
<b>Total Possible Points</b>	<b>100 Points</b>

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

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

The five applicant entities with the highest total scores will be considered first for possible funding. Based on the Technical Review Committee’s evaluation and assigned scores, a recommendation for a tentative award will be made. Once approved, the Rhode Island Department of Health will begin negotiations with the recommended subrecipients to finalize the contractual agreements.

The Department of Health reserves the exclusive right to select the applicant entity (s) that it deems to be in its best interest to accomplish the project as specified herein; and conversely, reserves the right not to fund any proposal(s).

**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 sub-recipients clearly in consideration for award.

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>

Applicant entity must review Appendix F - RIDOH Contract Terms & Conditions. By submitting a responsive proposal, selected applicants are agreeing to the terms and conditions which will be part of the RIDOH contract.

#### **SECTION 7: REQUIRED ATTACHMENTS AND APPENDICES**

- Attachment 1: 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](http://www.purchasing.ri.gov).
- Attachment 3: Staff resumes and job descriptions

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

## Appendix A - PROPOSAL CHECKLIST

Name of Applicant Entity: \_\_\_\_\_

- The proposal is written according to the RFP specifications.
- The proposal is typed, 12 Times Roman or an equivalent font, English, double-spaced, paginated, 1-inch margins, one-sided, and submitted in the proper sequence, adhering to the following outline:
  - Proposal Checklist
  - Applicant Information Form(1 Page)
  - Applicant Entity Description (no more than 2 pages)
  - Project Narrative (no more than 8 pages)
  - Project Budget
  - Project Budget Narrative
  - Attachments as required and needed

### 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

**Appendix B – APPLICANT ENTITY INFORMATION FORM**



**Teen Outreach Program  
APPLICATION INFORMATION FORM**

Agency Name:			
Address:	STREET # Street Name Avenue, City/Town, RI ZIP CODE - + 4		
FEIN:			
Total Number of Service Sites:			
Executive Director:			
Phone:	( ) -	Email Address:	
Finance or Accounting Director:			
Phone:	( ) -	Email Address:	
Project Manager:			
Phone:	( ) -	Email Address:	
Project Period:	From: <b>10/1/2016</b>	To: <b>9/30/2017</b>	
Service Area(s):			
Total Projected Number of Youth To Be Served:			

In response to this Request for Proposals (RFP) for funding to support the Teen Outreach Program, please accept the accompanying application. I hereby certify that, to the best of my knowledge, the information supplied in support of this application is accurate, complete, and current for the award period of October 1, 2016 through September 30, 2017.

I additionally certify that I am duly authorized to submit this application on behalf of the governing body of  
Organization Name

Authorized Signature

Date:

Typed Name

Title

## Appendix C – BUDGET TABLE



### Personal Responsibility Education Program: Teen Outreach Project

CONTRACT PERIOD      FROM:      October 1, 2016      TO:      September 30, 2017

AGENCY	Full Agency Name	DATE	
ADDRESS	Street, City, ZIP +Four	TELEPHONE	(    )    -
PROGRAM	Personal Responsibility Education Program	FEIN#	-

CATEGORY	10/1/16 -9/30/17
1. Personnel	
2. Fringe Benefits	
3. Consultants	
4. In-State Travel	
5. Out Of State Travel	
6. Printing/Copying	
7. Office Supplies	
8. Telephone/Internet	
9. Education Materials	
10. Equipment	
11. Postage	
12. Other: (Specify below)	
-	
-	
-	
13. Indirect Costs	
Total	\$

## Appendix D - 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.*

Category			
Personnel (Name, Title)	Hourly Rate	Total # of Hours	Total
Fringe Benefits (provide breakdown of fringe benefits)	Fringe % Rate		Total
	%		
	%		
	%		
	%		
	%		
	%		
Consultants (Name and Description of Service, Cost)			\$
In-State Travel	.54 per mile @ # of miles		\$
Out of State Travel (Name, Breakdown of costs)			\$
Printing/Copying			\$
Office Space			\$
Telephone Internet			\$
Education Materials			\$
Equipment			\$
Postage			\$
Other: (if your expense does not fit into a category above please list and specify below)			\$
Indirect Costs/Admin Costs*			
10% verifiable match will come from			
<b>Total Request</b>			

\*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.

## Appendix E - SAMPLE BUDGET NARRATIVE WORKSHEET

(Please use the following Word document as a guide)

### A. Justification of Budget Expenses

#### Personnel –

- Joe Smith, Project Director (PD) - This position is needed to provide overall administrative oversight for the project. 35 hours per week @ \$30/hour.
- Mary Jones, Program Coordinator - This position is needed to provide coordination for the daily activities of the project. 20 hours per week @ \$25/hour.

Fringe Benefits - Taxes and fringe @ 30% are calculated as follows: Social Security 6.20%, Medicare 2.45%, Workmen's Comp 4.54%, Unemployment Insurance 4.46%, Dental Insurance 1.00%, Life Insurance .68%, Pension 10.67%.

In-State Travel – Reimbursement for mileage expenses @ \$0.54/mile. Reimbursement for transportation to and from Kick Butts Day-Zombie Walk and World No Tobacco Day.

Out-of-State Travel – Reimbursement for Project Director to attend the bi-annual tobacco control conference sponsored by the CDC (provide details of expenses).

Supplies - Supplies as needed for outreach and event include poster boards, Kick Butts Day make-up, make up remover, folders, markers.

Other - bus passes for youth, stipends at \$20/per event per 10 teens to support activities of the grant.

### B. Possible Future Sources of Funding

During the program year, we will apply for funding from the following foundations. Please list any other funding sources.

## Appendix F – RIDOH CONTRACT TERMS & CONDITIONS

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

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

### PAR. 1. GOVERNING LAW AND GENERAL TERMS AND CONDITIONS

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

### PAR. 2. PERFORMANCE

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

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

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

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

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

### PAR. 3. TIME OF PERFORMANCE

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

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

### PAR. 4. PROJECT OFFICER – RIDOH

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

## **PAR. 5. PROJECT OFFICER – CONTRACTOR**

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

## **PAR. 6. BUDGET**

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

## **PAR. 7. METHOD OF PAYMENT AND REPORTS**

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

## **PAR. 8. TERMINATION AND/OR DEFAULT OF AGREEMENT**

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

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

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

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

1. Stop work under this contract on the date and to the extent specified in the notice of termination.
2. Take such action as may be necessary, or as RIDOH's project manager may reasonably direct, for the protection and preservation of the property related to this contract which

is in the possession of the Contractor and in which RIDOH has or may acquire an interest.

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

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

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

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

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

The Contractor's liability to RIDOH for any damages arising out of or related to this Agreement, regardless of the form of action that imposes liability, whether in contract, equity, negligence, intended conduct, tort or otherwise, will be limited to and will not exceed, in the aggregate for all claims, actions and causes of action of every kind and nature, the total fees paid by RIDOH to the Contractor under this Agreement. The exception to this limitation of liability is with regard to any direct damages incurred by RIDOH due to the intentional tortious actions of the Contractor in the performance or nonperformance of its obligations under this Agreement. Also, there should be no limitation of the Contractor's liability for disclosure of confidential information or intellectual property infringement. Neither party shall be liable for any amounts for loss of income, profit or savings or incidental,

consequential, indirect, exemplary, punitive, or special damages of any party, including third parties arising out of or related to this Agreement; provided, however, that the foregoing shall not be deemed to limit in any way the provisions of **ADDENDUM XIII - LIQUIDATED DAMAGES** of this Agreement.

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

RIDOH may, by written notice of default to the Contractor, provide that the Contractor may cure a failure or breach of this contract within a period of thirty (30) days (or such longer period as RIDOH's agreement administrator or project manager may authorize in writing), said period to commence upon receipt of the notice of default specifying such failure or breach. RIDOH's exercise of this provision allowing the Contractor time to cure a failure or breach of this Agreement does not constitute a waiver of RIDOH's right to terminate this Agreement, without providing a cure period, for any other failure or breach of this Agreement. In the event the Contractor has failed to perform any substantial obligation under this Agreement, or has otherwise committed a breach of this Agreement, RIDOH may withhold all monies due and payable to the Contractor directly related to the breach, without penalty, until such failure is cured or otherwise adjudicated.

#### Assurances before breach

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

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

#### RIDOH's options at termination

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

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

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

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

### **PAR. 10. MODIFICATION OF AGREEMENT**

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

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

### **PAR. 11. SUBCONTRACTS**

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

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

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

#### **PAR. 12. CONTRACTOR'S LIABILITY/INDEMNIFICATION**

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

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

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

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

#### **PAR. 13. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES**

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

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

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

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

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

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

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

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

#### **PAR. 14. ASSIGNABILITY**

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

#### **PAR. 15. COPYRIGHTS**

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

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

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

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

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

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

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

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

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

#### **PAR. 16. PARTNERSHIP**

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

#### **PAR. 17. INTEREST OF CONTRACTOR**

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

#### **PAR. 18. FEDERAL FUNDING PROVISIONS**

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

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

#### **PAR. 19. FUNDING DENIED**

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

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

#### **PAR. 20. ACCESSIBILITY AND RETENTION OF RECORDS**

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

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

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

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

#### **PAR. 21. CAPITAL ASSETS**

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

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

## **PAR. 22. COMPETITIVE BIDS**

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

## **PAR. 23. SECURITY AND CONFIDENTIALITY**

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

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

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

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