



## REQUEST FOR PROPOSALS

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

### Statewide Drug User Health and Syringe Services Access Program

**RFP#: 2023RIDOH001**

---

*Applications are due by:*  
**Friday, May 26, 2023 at 4pm (EST)**

*Email RFP Applications to:*  
**Katharine Howe, MPH, Prevention Manager, Center for HIV, Hepatitis, STD, and TB  
Epidemiology**  
[katharine.howe@health.ri.gov](mailto:katharine.howe@health.ri.gov)

Questions concerning this solicitation must be emailed to Katharine Howe at the Department of Health at [katharine.howe@health.ri.gov](mailto:katharine.howe@health.ri.gov) no later than May 5, 2023. Questions should be submitted in a *Microsoft Word* attachment. Please reference the “**RFP: Statewide Drug User Health and Syringe Services Access Program**” in the email subject line and on all correspondence. Questions received, if any, will be posted on the RIDOH website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

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

**REQUEST FOR PROPOSALS**  
**Rhode Island Department of Health**  
Center for HIV, Hepatitis, STD, and TB Epidemiology (CHHSTE)

**Statewide Drug User Health and Syringe Services Access Program**

**DESCRIPTION**

The Rhode Island Department of Health, Center for HIV, Hepatitis, STD and TB Epidemiology (CHHSTE), is soliciting proposals from qualified firms to provide Statewide Drug User Health and Syringe Services Access, in accordance with the terms of this Request for Proposals (“RFP”) and the State’s General Conditions of Purchase, which may be obtained at the Division of Purchases’ website at [www.ridop.ri.gov](http://www.ridop.ri.gov) .

Applicants are encouraged to submit collaborative applications to enhance their outreach and service delivery. The funding determinations for collaborative applications will be based on:

- 1) Need to collaborate and enhanced value of the scope of work upon collaboration;
- 2) Increased geographic outreach statewide and enhanced service delivery;
- 3) Cost-effectiveness of the budget submitted.

RFP applicants are encouraged to become familiar with The Department of Health and Human Services’ National Strategic Plan: A Roadmap to End the Epidemic for the United States: 2021-2025 (<https://www.hiv.gov/federal-response/hiv-national-strategic-plan/hiv-plan-2021-2025>), the Center for HIV, Hepatitis, STD and TB 2021 <https://health.ri.gov/publications/surveillance/2021/HIVSTI.pdf> and the 2018 Rhode Island HIV Epidemiologic Profile with Surrogate Data (<https://health.ri.gov/publications/epidemiologicalprofiles/2018HIVAndSurrogateData.pdf> ).

This is a Request for Proposals, not a Request for Quotes. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to cost.

**CONTRACT TERMS**

The initial contract period will begin approximately July 1, 2023 for one (1) year. Contracts may be renewed for up to four (4) additional 12-month periods based upon vendor performance and the availability of funds.

**INSURANCE REQUIREMENTS**

In accordance with this solicitation, or as outlined in Section 13.19 of the General Conditions of Purchase, found at <https://rules.sos.ri.gov/regulations/part/220-30-00-13> and **General Conditions - Addendum A** found at <https://www.ridop.ri.gov/documents/general-conditions-addendum-a.pdf>, the following insurance coverage shall be required of the awarded vendor(s):

\* **Commercial General Liability** of \$1 million per occurrence and \$1 million aggregate, and product liability insurance coverage of \$1 million per occurrence and \$1 million aggregate, with a maximum deductible of \$5,000 per occurrence. The State should be an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the State.

\* **Auto Liability** of \$1 million per occurrence. The State should be an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the State.

\* **Workers Compensation.** \$100,000 each accident, \$100,000 disease or policy limit and \$100,000 each employee. – There is to be a waiver of subrogation in favor of the State.

\* **Professional Liability.** \$2 million per occurrence and \$2 million in an annual aggregate. A waiver of subrogation in favor of the State to the extent that coverage to the Contract Party is not impaired.

\* **Cyber Privacy/Data Breach.** Due to the nature of the service and that there will be access to HIPAA/PII/other confidential information, there should be coverage in the amount of \$5 million per occurrence and \$5 million in the annual aggregate.

#### **INSTRUCTIONS AND NOTIFICATION TO APPLICANT ENTITY**

1. Potential applicants are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFP are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content, shall be borne by the applicant. The State assumes no responsibility for these costs even if the RFP is cancelled or discontinued.
4. Proposals are considered to be irrevocable for a period of not less than 180 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. It is intended that an award pursuant to this RFP will be made to an agency or organization, who will assume responsibility for all aspects of the work. Subcontracts are permitted, provided that their use is clearly indicated in the applicant's proposal and the subcontractor(s) to be used is identified in the proposal.
6. The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.

7. Applicants are advised that all materials submitted to the Department of Health and/or the Division of Purchases for consideration in response to this RFP may be considered to be public records as defined in R. I. Gen. Laws § 38-2-1, et seq. and may be released for inspection upon request once an award has been made.

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

8. 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.
9. By submission of proposals in response to this RFP applicants agree to comply with R. I. General Laws § 28-5.1-10 which mandates that contractors/subcontractors doing business with the State of Rhode Island exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

Applicants are required to ensure that they, and any subcontractors awarded a subcontract under this RFP, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability. Applicants and subcontractors who do more than \$10,000 in government business in one year are prohibited from engaging in employment discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability, and are required to submit an “Affirmative Action Policy Statement.”

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

- a. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.
- b. Applicants further agree, where applicable, to complete the “Contract Compliance Report” as well as the “Certificate of Compliance” which may be found on the Department of Administration’s Division of Equity, Diversity and Inclusion website at [Contract Compliance Related Forms | Rhode Island Office of Division of Equity Diversity and Inclusion \(ri.gov\)](#) and submit both documents, along

with their Affirmative Action Plan or an Affirmative Action Policy Statement, as applicable, prior to issuance of a purchase order.

For further information, contact the Rhode Island Equal Employment Opportunity Office, at 401-222-5813.

10. In accordance with R. I. Gen. Laws §§ 37-14.1-1 and 37-2.2-1 it is the policy of the State to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs) and to support the fullest possible participation of small disadvantaged businesses owned and controlled by persons with disabilities (Disability Business Enterprises a/k/a “DisBE”) (collectively, MBEs, WBEs, and DisBEs are referred to herein as ISBEs) in the performance of State procurements and projects. As part of the evaluation process, applicants will be scored and receive points based upon their proposed ISBE utilization rate in accordance with 220-RICR-80-10-2, “Regulations Governing Participation by Small Business Enterprises in State Purchases of Goods and Services and Public Works Projects”. As a condition of contract award applicants shall agree to meet or exceed their proposed ISBE utilization rate and that the rate shall apply to the total contract price, inclusive of all modifications and amendments. Applicants shall submit their ISBE participation rate on the enclosed form entitled “MBE, WBE and/or DisBE Plan Form”, which shall be submitted in a separate, sealed envelope as part of the proposal. ISBE participation credit will only be granted for ISBEs that are duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Division of Equity, Diversity and Inclusion, or firms certified as DisBEs by the Governor’s Commission on Disabilities. The current directory of firms certified as MBEs or WBEs may be accessed at [MBE/WBE Directory Search | Rhode Island Office of Division of Equity Diversity and Inclusion \(ri.gov\)](http://www.dedi.ri.gov). Information regarding DisBEs may be accessed at <http://www.gcd.ri.gov/>.

For further information, visit the Division of Equity, Diversity and Inclusion’s website, at [www.dedi.ri.gov](http://www.dedi.ri.gov) and see R.I. Gen. Laws Ch. 37-14.1, R.I. Gen. Laws Ch. 37-2.2, and 220-RICR-80-10-2. The Division of Equity, Diversity and Inclusion may be contacted at 401-574-8670.

11. HIPAA - Under HIPAA, a “business associate” is a person or entity, other than a member of the workforce of a HIPAA covered entity, who performs functions or activities on behalf of, or provides certain services to, a HIPAA covered entity that involves access by the business associate to HIPAA protected health information. A “business associate” also is a subcontractor that creates, receives, maintains, or transmits HIPAA protected health information on behalf of another business associate. The HIPAA rules generally require that HIPAA covered entities and business associates enter into contracts with their business associates to ensure that the business associates will appropriately safeguard HIPAA protected health information. Therefore, if a Vendor qualifies as a business associate, it will be required to sign a HIPAA business associate agreement.

## **SECTION A; BACKGROUND**

The purpose of this RFP is to solicit innovative proposals that address a public health need among people who use substances through the methods of injection, snorting, smoking and

inhalation. This RFP aims to increase utilization of harm reduction services, primarily needle exchange, increase HIV and Hepatitis C testing among members of the target population who are unaware of their HIV status, and link them to care, and promote harm reduction activities. HIV and viral hepatitis prevention for the target population requires a non-judgmental provision of services and understanding of the complex health needs of the population. Social determinants of health such as poverty, unemployment, homelessness, low literacy, and social marginalization compound the needs associated with health equity and thereby place some individuals at greater risk for disease, increase their vulnerability to drug-related harms, or mitigate their capacity to effectively cope with drug-related consequences.

*Harm reduction* refers to policies, programs and practices that aim to reduce the adverse health, social and economic consequences of legal and illegal drugs without necessarily reducing drug consumption. Harm reduction complements other approaches that seek to prevent or reduce the overall level of drug consumption, including access to substance use treatment programs. The purpose of the *Statewide Drug User Health and Syringe Services Access* program is to prevent HIV and viral hepatitis transmission among people who inject drugs (PWID) and other substance users, including people who snort, smoke or inhale drugs. Needle exchange is a core component of this work and aims to prevent bloodborne pathogens acquired from contaminated syringes and other drug-using equipment. In addition to needle exchange, the *Statewide Drug User Health and Syringe Services Access Program* provides information on access to care and prevention, overdose prevention education, naloxone administration and distribution, risk reduction counseling and referrals, HIV and viral hepatitis testing, and condom distribution.

### **Specific Target Populations to be Served**

People who have ever injected, snorted, smoked or inhaled drugs; other people who use substances; racial and ethnic minority populations; people who exchange sex for money or goods; people who are unhoused or unstably housed; people who have been formerly incarcerated; persons previously diagnosed with HIV or HCV. RFP applicants are encouraged to become familiar with the trends and data in the:

- Center for HIV, Hepatitis, STD and TB Epidemiology Surveillance Brief – 2021: <https://health.ri.gov/publications/surveillance/2021/HIVSTI.pdf>
- 2018 Rhode Island HIV Epidemiologic Profile with Surrogate Data: <https://health.ri.gov/publications/epidemiologicalprofiles/2018HIVAndSurrogateData.pdf>
- Prevent Overdose RI: See the Data <https://preventoverdoseri.org/see-the-data/>
- Rhode Island Department of Health – Drug Overdose Surveillance Data Hub: <https://ridoh-overdose-surveillance-rihealth.hub.arcgis.com/>
- Rhode Island Hepatitis C Elimination Plan: <https://health.ri.gov/publications/actionplans/Hepatitis-C-RI-Strategic-Plan-2022.pdf>

Proposals submitted in response to this RFP will enable RIDOH to select the most qualified applicants who can demonstrate the capacity to:

- Implement a comprehensive statewide approach to drug user health and syringe services access
- Identify specific target groups and social networks that would benefit most from the *Statewide Drug User Health and Syringe Services Access Program*

- Collaborate and coordinate with other organizations participating in harm reduction activities throughout the state of Rhode Island
- Prevent HIV and Viral Hepatitis through an effective needle exchange program;
- Provide client-centered HIV, Viral Hepatitis, and STI education;
- Provide HIV and Hepatitis C testing, risk reduction counseling, and immediate linkage to care;
- Refer and link ready individuals to substance use treatment, overdose prevention services, or other services;
- Distribute condoms and other safer sex supplies (provided by the State of Rhode Island)
- Distribute harm reduction education materials including overdose prevention education materials;
- Distribute naloxone (provided by the State of Rhode Island), participate in RIDOH Naloxone administration training, and provide reports on naloxone distribution and client utilization
- Dispose of used syringes to promote healthy and safe communities and coordinate requests for disposal with RIDOH and key stakeholders
- Provide referrals to viral hepatitis immunization for Hepatitis A and Hepatitis B

Applicants must use innovative and expansive outreach strategies to recruit high-risk individuals and disproportionately impacted populations. Applicants must provide services utilizing a statewide approach that will increase utilization of harm reduction services and HIV and Hepatitis C testing. **Agencies are permitted to apply together, with one lead agency submitting an application and coordinating services.**

## **SECTION B: SCOPE OF WORK AND REQUIREMENTS**

Rhode Island agencies with experience providing health, harm reduction services and/or other social services to the populations described in this application are eligible to submit proposals in accordance with this RFP. Applicants are asked to address the targeted populations previously stated. All applicants must have the capacity to provide non-clinical HIV and/or Hepatitis C counseling, testing and referral services implemented in accordance with the National HIV/AIDS Strategy as a means of emphasizing the importance of universal testing of populations, particularly those unaware of their status. Include specific methods as per National HIV/AIDS Strategy (NHAS) in all proposals as to demonstrate how your testing programs will meet the needs of NHAS (<https://www.hiv.gov/federal-response/hiv-national-strategic-plan/hiv-plan-2021-2025>)

All applicants must provide needle exchange, HIV and Hepatitis C testing, outreach, client-centered education pertaining to transmission and risk factors, counseling, referrals, linkage to care and treatment services, condom distribution and naloxone distribution.

It is up to applicants applying for this proposal to articulate how their *Statewide Syringe Services Access and Drug User Health Program* will be conducted. Applicants are encouraged to become familiar with the trends in data here:

- Center for HIV, Hepatitis, STD and TB Epidemiology Surveillance Brief – 2021: <https://health.ri.gov/publications/surveillance/2021/HIVSTI.pdf>

- 2018 Rhode Island HIV Epidemiologic Profile with Surrogate Data: <https://health.ri.gov/publications/epidemiologicalprofiles/2018HIVAndSurrogateData.pdf>
- Prevent Overdose RI: See the Data <https://preventoverdoseri.org/see-the-data/>
- Rhode Island Department of Health – Drug Overdose Surveillance Data Hub: <https://ridoh-overdose-surveillance-rihealth.hub.arcgis.com/>
- Rhode Island Hepatitis C Elimination Plan: <https://health.ri.gov/publications/actionplans/Hepatitis-C-RI-Strategic-Plan-2022.pdf>

All applicants must demonstrate the capacity to meet the following criteria:

- Provide non-traditional outreach strategies that include expanding capacity for HIV and Hepatitis C rapid testing, needle exchange, and naloxone distribution throughout the state (i.e. late night and weekend services)
  - Examples of this include statewide home-delivered services or harm reduction vending machines throughout the state
- Act as a centralized syringe services program to coordinate and provide supplies for secondary harm reduction distribution
- Establish relationships with community-based organizations, municipal governments, and first responders to ensure coverage of services to meet the needs of high-risk populations.
- Establish relationships with state agencies, including the Department of Corrections to coordinate harm reduction services for high priority populations.
- Coordinate and respond to requests for syringe clean up from the general public or law enforcement
- Assist in promoting public health activities specific to their clientele (i.e. Mpox vaccination for men who have sex with men who use drugs)
- Provide services in non-traditional venues and areas where target populations gather
- Demonstrate capacity to access the targeted population and effectively implement the project which may include meeting people where they are and utilizing the expertise of peers with lived experience
- Provide rapid HIV and viral hepatitis counseling and referral services as specified by the CDC guidelines for testing (<https://www.cdc.gov/hiv/guidelines/testing.html>) and provide immediate linkage to care for people who test positive for HIV or Hepatitis C
- Offer harm reduction and overdose prevention educational literature, safer sex supplies and condoms (provided by the State of Rhode Island) free of charge to the general public;
- Distribute naloxone (provided by the State of Rhode Island) to high-risk populations
- Have the capacity to conduct rapid response services to locations and settings throughout the state that represent locations of potential high-risk HIV/HCV transmission and/or drug overdose
- Participate in statewide planning groups such as: HIV 90-90-90 Advisory Group, HIV Care and Prevention Planning Group, Rhode Island Hepatitis Action Coalition, RI Governor’s Overdose Task Force, and the Harm Reduction Workgroup for the RI Governor’s Overdose Task Force
- Partner with organizations providing treatment, recovery, harm reduction, and support services to impacted populations



- The funded organization will participate in weekly peer calls with RIDOH, EOHHS, BHDDH, and other state agencies to review most recently available overdose-related datasets and harmonize efforts
- Collaborate with partners in impacted communities that can assist with the identification of locations with at-risk and vulnerable populations and help connect those individuals to existing services in each community. Partners in each geographic area may include:
  - Local/Regional Prevention Coalitions
  - Health Equity Zones
  - Recovery Centers
  - Treatment centers, including mobile treatment providers
  - Faith-based institutions
  - Local businesses
  - Local shelters and food banks
  - Include a plan for data collection and evaluation to measure program outcomes in accordance with the statewide harm reduction metrics as outlined by RIDOH (*See Appendix A*).

### Requirements

1. All agencies shall offer the targeted *Statewide Drug User Health and Syringe Services Access* program (Section 3: Background and Purpose) to high-risk individuals and persons from disproportionately impacted populations.
2. Agencies must meet the following criteria:
  - a. Have current 501(C)(3) non-profit, tax exempt status (provide proof of this status in your application and insert as an attachment);
  - b. Be located in Rhode Island and be providing prevention services to Rhode Islanders; and be in good standing with the federal government.
3. Agencies must have a staffing plan and the organizational capacity that includes:
  - a. A supervisor of both administrative and direct services staff;
  - b. Direct service staff that are knowledgeable in the basic elements of HIV/AIDS, viral hepatitis and other STIs, be proficient in rapid HIV/Hepatitis C testing (as demonstrated through the completion of a RIDOH-approved HIV/HCV Counseling, Testing, and Referral Course), needle exchange training, outreach training, referral/linkage training, and Naloxone administration (as demonstrated through the completion of a RIDOH-approved Naloxone Administration training);
  - c. Ability to conduct quality assurance on test counselor activities and HIV testing data;
  - d. Staff familiar with other HIV/AIDS and viral hepatitis services and have a mechanism to refer clients to appropriate agencies and programs;
  - e. Staff be familiar with local substance use treatment centers and resources for other harm reduction services including overdose

- prevention;
- f. Systems to maintain hard copies of data collected for the reporting system on forms provided by RIDOH;
  - g. Systems to provide data to RIDOH as appropriate for HIV testing, Hepatitis C Testing, Harm Reduction Metrics, and Naloxone distribution.
  - h. Systems to collect referral data that includes a mechanism for determining the number of clients that access essential follow up services;
  - i. Procedures in place on client confidentiality that is consistent with Health Insurance Portability and Accountability Act (HIPAA) requirements. Client records (paper and/or computer) and other confidential information must be kept in locked file cabinets or secured computers with access only to staff who are directly involved with client services;
  - j. Willingness to participate in up to two-site visits each grant year conducted by RIDOH contract officer. The agency project staff, and the project administrator shall be in attendance during the site visits. Site visits will include a review of all locations, confidentiality of materials associated with the contract, and data reporting documentation. At this time, project staff is expected to make available all documents associated with process and outcome monitoring, curriculum, and any other materials purchased with grant funds; and
  - k. Attendance in RIDOH required trainings and meetings.
4. The directives for accountability, effectiveness and evaluation standards have been incorporated into this RFP. Agencies will be required to carry out the evaluation and monitoring components set forth and cooperate with RIDOH's contract manager as needed.

### **Plan for Racial, Ethnic, and Other Marginalized Populations**

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

### **HIV and Hepatitis C Rapid Testing Site Requirements**

1. Applicants using rapid tests must have a written policy in place for

managing rapid testing in non-laboratory settings including a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver (<https://www.cms.gov/Regulations-and-Guidance/Legislation/CLIA/index.html?redirect=/clia>);

2. Certification completion of a RIDOH approved HIV/HCV Counseling, Testing, and Referral Training is required for the administration of HIV test counseling. Licensed physicians, physician's assistances, nurses, certified nurse practitioners, midwives, and medical students working under a licensed physician do not require certification by RIDOH before providing HIV test counseling;
3. A collaborative agreement must be included in the appendices with an agency that will be conducting confirmatory testing for clients testing HIV or HCV reactive by rapid testing;
4. All staff associated with the interventions must provide HIV and Hepatitis C testing, counseling and referral services as specified by the CDC guidelines for testing (<https://www.cdc.gov/hiv/guidelines/testing.html>);
5. All staff associated with the interventions must provide services in non-traditional venues and areas where target populations gather; and
6. Agency must establish at least three (3) needle exchange locations/sites focusing on areas of geographic need or areas of high prevalence according to surveillance data.

### **Outreach Plan**

Targeted outreach is an important part of the recruitment process for the *Statewide Drug User Health and Syringe Services Access* program. Targeted outreach must be part of program planning that focuses on areas of geographic need or areas of high prevalence based on the most recent epidemiologic data. Targeted outreach should lead to increased HIV and Hepatitis C testing as well as increased enrollment in harm reduction services among the highest-risk individuals. Distribution of educational literature about harm reduction and overdose prevention, safer sex supplies, naloxone, and condoms, free of charge to the general public should be included in outreach plans. Outreach plans require a tracking system to determine the effectiveness of targeted outreach. Outreach plans should demonstrate an understanding of effective strategies and best practices for that strategy.

Applicants should reference published research, CDC websites, or program data that support best practices included in the proposal.

### **Establish and Implement Referral/Linkages Mechanisms**

RIDOH does not expect community-based agencies to be able to provide all the services a client may need. Relationships with other agencies are required to support program outcomes. The agency will have responsibility to develop and maintain effective collaborations needed to address clients' needs (i.e. HIV or viral hepatitis medical care, substance use treatment, overdose prevention). The agency will maintain a list of collaborators and develop agency agreements so that all who refer and link people to services are aware of their obligations. If referral mechanisms with collaborating agencies are not in place, the likelihood of creating a seamless system to

meet the complex needs of clients will not be evident to RIDOH. Applicants are expected to provide the following in the Referrals and Linkages Plan:

- A list of referrals and linkages that meet the needs of people who use substances;
- Specific, written collaborative agreements (Memorandums of Understandings) between agencies so that gaps in services can be addressed;
- Written program/participant eligibility criteria that is shared with collaborative organizations to ensure appropriate referrals and linkages;
- Description of a client needs assessment that is used to determine appropriateness for referral and linkages to internal services and appropriate referrals to collaborative agencies
- Written updated contact information for collaborative organizations (i.e. current staff names and telephone numbers);
- A system for tracking clients referred to and then linked to internal and collaborative agencies; and
- A monitoring and tracking plan specific to incentives (if provided) related to referrals and linkages.

#### **Data Collection Methodology and Reporting**

- Maintain hard copies of data collected;
- Ensure the use of standard RIDOH forms for HIV and Viral Hepatitis testing;
- Submit monthly HIV information using the EvaluationWeb data reporting system;
- Submit monthly viral hepatitis information using the RIDOH Hepatitis REDCap System;
- Submit monthly Harm Reduction Outreach Metrics according to *Appendix A*
- Submit reports on naloxone distribution and utilization through the RIDOH Naloxone REDCap System;
- Submit monthly requests for reimbursement by the 20th of the month following service provision utilizing the guidance provided by the RIDOH Contract Officer
- Collect targeted outreach data to demonstrate effective outreach to high-risk populations in appropriate venues and locations;
- Notify RIDOH of all positive confirmatory test results for HIV and HCV within 4 days of receiving test results; use form provided by RIDOH's HIV Surveillance Program;

#### **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:**

- i.* 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:**

- i.* Advance and sustain organizational governance and leadership that promoted CLAS and Health equity through policy, practice, and allocated resources
- ii.* Recruit, promote, and support a culturally and linguistically diverse governance, leadership, and workforce that are responsive to the population in the service area.
- iii.* Educate and trains governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis

**C. Communication and language assistance:**

- i.* 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
- ii.* Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
- iii.* Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minor as interpreters should be avoided.
- iv.* 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:**

- i.* Establish cultural and linguistically appropriate goals, policies and management accountability, and infuse them throughout the organization's planning and operations.
- ii.* Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS-related measures into assessment measurement and continuous quality improvement activities.
- iii.* 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.
- iv.* 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.
- v.* Partner with the community to design, implement and evaluate policies, practices and services to ensure cultural and linguistic appropriateness.
- vi.* Create conflict- and grievance-resolution processes that are culturally and linguistically appropriate to identify, prevent and resolve conflicts or complaints.

- vii. Communicate the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents and the general public.

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

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

## **Applicant Entity Responsibilities**

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

## **SECTION C: PROPOSAL**

### **1. Technical Proposal**

Narrative and format: Vendors must submit a technical proposal that shall be single-spaced with 1" margins using 12-point Times New Roman fonts.

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

Applications must not exceed page limitations as specified below. The proposal must be submitted in the following sequence: which addresses each of the following elements and is limited to sixteen (16) pages (staff resumes are excluded from this final page count):

- A. **Proposal Checklist** (1 page) – completed Appendix C form
- B. **Title Page** (1 page) – completed Appendix D
- C. **Cover Letter** (1 page) – On agency letterhead, include a cover letter from the agency's Board of Directors demonstrating their support for the proposal. This letter should indicate that you have discussed your proposal with your agency Board of Directors and that the Board of Directors and applicant agree to follow RIDOH's guidelines and concur that the application is consistent with the agency's prevention mission and goals.
- D. **Table of Contents** (1 page) – List all the section titles with page numbers including attachments.
- E. **Project Summary** (1 page) – Provide a summary of the project's intervention and overall key points. Include HIV/viral hepatitis Counseling and Testing Services, linkage to care, and condom distribution.
- F. **Capability, Capacity and Qualifications of the Vendor** (2 pages) - Please provide a detailed description of the Vendor's background and experience relevant to HIV and Hepatitis C prevention and testing, as well as success in identifying undiagnosed individuals who are HIV-positive. Describe your agency's commitment to conducting HIV prevention efforts in Rhode Island through community events, planning, and other activities. Describe any other efforts and initiatives that your agency conducts as it relates to HIV and viral hepatitis prevention, such as websites, partnerships, and special projects.

- G. **CLAS Standards Plan** (1 page) – Include the plan to integrate and implement the mandated, national CLAS standards in health care.
- H. **Goals and Objectives** (up to 3 pages) – The objectives and activities must demonstrate how the intervention’s core elements associated with Comprehensive HIV Prevention Services will be implemented and maintained. List project goal(s) and objectives for process and outcome monitoring. Objectives need to be specific, measurable, achievable, realistic, time-oriented, inclusive and equitable (SMARTIE). It is strongly recommended the applicant develop their goals and objectives by identifying the SMART process for each goal and objective. Please include estimates of number of people to be tested by risk group and/or test setting, as well as HIV positivity rates,
- I. **Work Plan** (up to 3 pages) - Describe how the objectives will be achieved by the day-to-day functions of the intervention staff. Activities explain what services the intervention will provide to accomplish its objectives. Detail the entire scope of integrated prevention activities including but not limited to:
- a. Who are the target audience and how many do you propose to serve?
  - b. What organizations/institutions will be partners? In what capacity?
  - c. In what settings will testing and condom distribution take place?
  - d. How will services be promoted and marketed to at-risk populations?
  - e. What materials, if any, will be distributed? How many and to whom?
  - f. What types of services will be provided (e.g., outreach, education, counseling, testing, referrals and groups)?
  - g. When they arrive to be tested, what is the protocol that is offered to the client? What staff member processes the information and how do they process it? If a person tests positive for any test given, what is the procedure for referrals? Linkages?
  - i. Applicant describing the linkages plan  
RIDOH does not expect community-based agencies to be able to provide all the services a client may need. Applicants are asked to identify a partner/collaborating agencies that can address the gaps in services. Proposals need to document partner/collaborating agencies. Letters of support are recommended, but not required. Letters of support should include specific activities that will be performed as a partner organization.
- J. **Evaluation and Monitoring** (2 pages) – Refer to requirements above to determine appropriate evaluation and monitoring plan.
- K. **Staff Qualifications** (not counted in total page count) – Provide staff resumes/CV and describe qualifications and experience of key staff who will be involved in this project, including their experience relevant to HIV and Hepatitis C counseling, referral, treatment and prevention.

## **2. Cost Proposal**

Budget Worksheet and Budget Narrative (3-4 pages)

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



testing, counseling or referral, please complete **Appendix G (Other Funding Sources Template)** to identify all such other funding sources.

### **Allocation of Funds**

All allocations and are estimated. Actual total awards and individual contract funding levels may vary from that listed, or funding may be withdrawn completely, depending on availability of federal and state funding, and as directed by the CDC.

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

### **Duplication of Services/Cost Avoidance**

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

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

### **3. ISBE Proposal**

See **Appendix A** for information and the MBE, WBE and/or Disability Business Enterprise Participation Plan form (“ISBE Proposal”). Vendors are required to complete, sign, and submit these forms with their overall proposal. Please complete separate forms for each MBE, WBE, and/or Disability Business Enterprise subcontractor or supplier to be utilized on this solicitation.

## **SECTION D: EVALUATION AND SELECTION**

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

Technical proposals must receive a minimum of 60 (85.7%) out of a maximum of 70 points to advance to the cost evaluation phase. Technical proposals scoring less than 60 points shall not have the accompanying cost or ISBE participation proposals opened or evaluated; such proposals shall not receive further consideration.

Technical proposals scoring 60 points or higher shall have the cost proposals evaluated and assigned up to a maximum of 30 points bringing the total potential evaluation score to 100 points.

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

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

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

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

As total possible evaluation points are determined, vendor ISBE proposals shall be evaluated and assigned up to 6 bonus points for ISBE participation. The vendor with the highest ISBE participation rate shall receive the maximum ISBE participation points. All other vendors shall receive ISBE participation points by applying the following formula:

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

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

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

<b>Criteria</b>	<b>Possible Points</b>
Proposal Checklist, Title Page, Cover Letter, Table of Contents, Project Summary	5 Points
Capability, Capacity, and Qualifications of the Vendor	15 Points
CLAS Standards	5 Points
Goals and Objectives	15 Points
Work Plan	10 Points
Evaluation and Monitoring	15 Points
Project Staff	5 Points
<b>Total Possible Technical Points</b>	<b>70 Points</b>
Cost Proposal	30 Points
<b>Total Possible Evaluation Points</b>	<b>100 Points</b>
ISBE Participation	6 Bonus Points
<b>Total Possible Points</b>	<b>106 Points</b>

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

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

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



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

**MBE, WBE, and/or DISABILITY BUSINESS ENTERPRISE PARTICIPATION PLAN**

Bidder's Name:

Bidder's Address:

Point of Contact:

Telephone:

Email:

Solicitation Name and No.:

This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE and/or Disability Business Enterprise subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Division of Equity, Diversity and Inclusion MBE Compliance Office and all Disability Business Enterprises must be certified by the Governor's Commission on Disabilities at time of bid, and that MBE/WBE and Disability Business Enterprise subcontractors must self-perform 100% of the work or subcontract to another RI certified MBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE certified as a manufacturer. This form must be completed in its entirety at time of bid. **Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.**

Name of Subcontractor/Supplier:

Type of RI Certification:     MBE     WBE     Disability Business Enterprise

Address:

Point of Contact:

Telephone:

Email:

Detailed Description of Work To Be Performed by Subcontractor or Materials to be Supplied by Supplier:

Total Contract Value (\$):		Subcontract Value (\$):	ISBE Participation Rate
----------------------------	--	-------------------------	-------------------------

Anticipated Date of Performance:

I certify under penalty of perjury that the forgoing statements are true and correct.

<b>Prime Contractor/Vendor Signature</b>	<b>Title</b>	<b>Date</b>

<b>Subcontractor/Supplier Signature</b>	<b>Title</b>



## APPENDIX B. - STATEWIDE DATA COLLECTION TEMPLATE

To ensure a coordinated statewide approach to harm reduction in Rhode Island, organizations are required to report the following variables at each encounter.

- Agency Name
- Date of Encounter
- Site Name
- Site Type
- Zip code where outreach is occurring
- Zip code of client residence
- ClientID
- Gender
- Is this individual transgender?
- Ethnicity
- Race
- # individuals in exchange group (for example if individual is exchanging for them and one friend this would be 2)
- # syringes received for disposal
- # syringes distributed
- # naloxone kits distributed
- Is this a naloxone refill?
- # Fentanyl Test Strips distributed
- # Safer smoking kits distributed
- # Safer snorting kits
- # Safer injection kits distributed
- # condoms distributed
- Were basic needs distributed?
- Was HIV testing conducted?
- Was HCV testing conducted
- Was case management received?
- Did the individual receive a referral for inpatient substance use treatment?
- Did the individual receive a referral for outpatient substance use treatment?
- Did the individual receive housing services?
- Was the individual referred for basic needs services
- Was the individual referred for HIV testing
- Was the individual referred for HCV testing?
- Did the individual receive a referral to a peer program?
- Did the individual receive additional referrals? (specify)
- Housing status

## APPENDIX C. - PROPOSAL CHECKLIST

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

- The proposal is written according to the RFP specifications.
- These documents shall be single-spaced with 1” margins on white 8.5”x 11” paper using a font of 12-point Times New Roman. The entire proposal should be typed in black ink. Applications should not be bound. Margins on all sides should be 1 inch and single line spacing is desirable. The narrative must be typed on one-side of the paper and the applicant’s name must appear on each page. The entire application, including appendices, must be sequentially page numbered. The application sequence should be as follows the order below (including Appendices):
- Proposal Checklist (1 page) (Appendix C)
- Title Page (1 page) (Appendix D)
- Cover Letter (1 page)
- Table of Contents (1 page)
- Project Summary (1 page)
- Capability, Capacity, and Qualifications of the Vendor (2 pages)
- CLAS Standards Plan (1 page)
- Goals and Objectives (up to 3 pages)
- Work Plan (up to 3 pages)
- Evaluation and Monitoring (2 pages)
- Project Administration, Staff Supervision, and Training (3 pages)
- Budget Worksheet, and Budget Narrative (2 pages)
- Other Funding Sources (1-2 pages)

### REQUIRED ATTACHMENTS

- Attachment 1: MBE, WBE, and/or Disability Enterprise Participation Plan [Appendix A]
- Attachment 2: Copy of 501(c)(3) Non-Profit Status
- Attachment 3: A completed and signed W-9 downloaded from the IRS website - [Form W-9 \(Rev. October 2018\) \(irs.gov\)](#)
- Attachment 4: Staff resumes and job descriptions
- Attachment 5: FEIN number and an active registration in the federal System for Award Management (SAM)
- Attachment 6: Outcome Monitoring Measurement Tools
- Attachment 7: Signed Partner/Collaborative Agreement(s)
- Attachment 8: List of designated staff with title, name, qualification, job description, resume and copies of Qualified Professional Test Counselor (QPTC) Certification

**APPENDIX D. - TITLE PAGE**

**AGENCY INFORMATION:**

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

ADDRESS OF APPLICANT AGENCY:

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

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

F.E.I.N. NUMBER \_\_\_\_\_

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

**CONTACT INFORMATION:**

*(Must be able to answer questions regarding the RFP)*

CONTACT PERSON NAME / TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

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

Person completing the technical component of this application

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

**Amount of request for award:**     \$ \_\_\_\_\_



**APPENDIX E. - SAMPLE BUDGET WORKSHEET**

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

<b>Expense Category Detail</b>			
Personnel (Name, Title)	Hourly Rate	Total # of Hours	Total
Fringe Benefits (provide breakdown of fringe benefits)	Fringe % Rate		Total
	%		
	%		
Care Coordination			\$
In-State Travel**	\$0.625 @ # of miles		\$
Performance Incentives			\$
Printing/Copying			\$
Supplies			\$
Professional Development and Training			\$
Postage			\$
Other: (if your expense does not fit into a category above please list and specify below)			\$
1.			
2.			
Equipment			
Indirect Costs/Admin Costs*			
10% verifiable match will come from			
<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.

\*\* Rate is effective through December 31<sup>st</sup>, 2023

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

## APPENDIX F. - SAMPLE BUDGET NARRATIVE WORKSHEET

Budget Narrative  
Agency Name  
Statewide Drug User Health and Syringe Services Access  
July 1, 2023 to June 30, 2024

### A. Justification of Budget Expenses

#### **PERSONNEL \$8,500.00**

Sally Smith, Director \$3,500.00

\$35 per hour for 100 hours

This position will work with community partners to achieve the goals and objectives of this proposal, attend monthly trainings/meetings as required by the RFP.

John Jones, Program Coordinator \$3,000.00

\$30.00 per hour for 100 hours

This position will be responsible for both testing, counseling, making referrals, maintaining records, preparing reports and attending meetings

John Doe, Prevention Outreach Worker \$2,000.00

\$20.00 per hour for 100 hours

Mr. Doe will assume responsibility for oversight of the project and all project-reporting requirements.

#### **FRINGE BENEFITS \$2,550.00**

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

#### **IN-STATE TRAVEL \$450.00**

Mileage reimbursement for all staff members to be calculated at \$0.625/mile for 720 miles.

\*Rate is effective through December 31<sup>st</sup>, 2023

#### **PRINTING/COPYING \$700.00**

Printing expenses for printing of monthly flyers, brochures, and information sheets

#### **SUPPLIES \$800.00**

General office supplies to include paper, pens, file folders, etc.

#### **TELEPHONE/INTERNET \$1,200.00**

Cell phones for 2 staff associated with this contract at \$50/mo. for 12 months

#### **POSTAGE \$500.00**

Postage for flyers and mailings associated with this contract

**EQUIPMENT \$3,412.00**

2 Laptop computers for use by office staff

**OTHER: \$1,000.00**

200 incentives at \$5 each

**SUB-TOTAL \$18,112.00**

**ADMINISTRATIVE COST \$1,470.00**

10% of all direct expenses less equipment and subcontracts

**TOTAL \$19,582.00**

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

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

**APPENDIX G. - OTHER FUNDING SOURCES TEMPLATE**

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

Funding Agency	Amount of Funds	Funding Period	Scope of Work

## APPENDIX H. - ALLOWABLE EXPENSES

- Personnel: Indicate each staff name and position for this project. Show percentage of time allocated to this project, the hourly rate and the total annual salary, the personnel costs being requested under this RFP, and the percentage of time that will be in-kind.
- Fringe Benefits: Include those benefits normally provided by an organization. Percent and detail breakdown of each benefit is required, such as FICA, unemployment, workers compensation, medical, dental, vision, vacation time, personal time, sick leave, etc. Also indicate the fringe benefit rate for the organization.
- Consultants: List each consultant individually, specifying the hourly rate and anticipated annual cost. Only expenses for functions related to this project may be included.
- In-State Travel: Local travel only is allowed. Reimbursement for mileage expenses is not to exceed \$0.625/mile (in effect through December 31, 2023). Reimbursement of travel expenses is allowed for activities related to this project only.
- Printing / Copying: Include the cost of duplicating materials, site schedules, flyers, resource lists, referrals, and other Health-related forms to be distributed during the contract year. The duplication or printing of flyers, brochures, booklets, information sheets, and other educational materials related to the project should be included.
- Supplies: List office and program supplies allocated to the project. Refreshments are not an allowable expense.
- Telephone/Internet: Include telephone and internet expenses associated with the project.
- Educational/Resource Materials: List books, brochures, curricula, videos, or other written resource materials purchased for program use.
- Postage: Indicate postage expenses allocated to the project.
- Other / Special Initiatives: Bus tickets, incentives, stipends, etc.
- Indirect / Administrative Cost: Not to exceed 10% of direct costs, excluding contracts and equipment. Includes cost of office space, rental space, utilities, biohazard disposal, computer access for data management, etc.].

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

## **APPENDIX I. - DEFINITIONS**

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

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

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

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

**APPENDIX J. - RIDOH CONTRACT TERMS AND CONDITIONS  
(Contract Addendum F)**



**Department of Health**

Three Capitol Hill  
Providence, RI 02908-5097

TTY: 711  
[www.health.ri.gov](http://www.health.ri.gov)

**GC Addendum F – Supplemental Terms and Conditions**

**Name of Contractor:**        **Name**

**Title of Agreement:**        **[Title]**

**Basis for Contract:**        **[Competitive Bid]**

**Contract Award:**        **[\$Amount]**

**Term of the Agreement:**    **[Date] through [Date]. An extension may be granted for [Date] through [Date]**

This Addendum to the State's General Conditions of Purchase (220-RICR-30-00-13 available at <https://rules.sos.ri.gov/regulations/part/220-30-00-13>), supplements and serves as additional terms and conditions to the General Conditions of Purchase ("General Conditions"). Under the General Conditions of Purchase, 220-RICR-30-00-13.34, this Addendum serves as GC Addendum F. The Contractor further agrees as follows:

**WHEREAS** this contract is executed between the [Agency] (the "State") and [Vendor] (the "Contractor") (collectively the "Parties") for services rendered to the State as the [Description];

**WHEREAS** the Contractor will perform all duties and responsibilities contained in the Scope of Work (Exhibit A) and adhere to the agreed-upon budget (Exhibit B);

**WHEREAS** the Contractor is a [Description] and therefore willing and qualified to provide services as the [Description]; and

**WHEREAS** the [Description], in addition to the performance requirements enumerated in PAR 2.

NOW THEREFORE, the Parties, for good and valuable consideration, the receipt of which is hereby acknowledged, 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 Purchase apply as the governing terms and conditions of the Entire Agreement, which can be obtained at <https://rules.sos.ri.gov/regulations/part/220-30-00-13>. In addition, the provisions of Federal Laws, Regulations and Procedures governing the implementation of federal funds apply to this Entire Agreement.

#### **PAR. 2. PERFORMANCE**

In addition to the obligations stated in 220-RICR-30-00-13.22, the Contractor shall perform all obligations, duties, and work for the Term of the Agreement under this Entire Agreement. Said duties and responsibilities are contained in the Scope of Work in Exhibit A and Budget in Exhibit B. The Rhode Island Department of Health ("RIDOH") shall have the right, at all times, to review the work being performed and to that end, RIDOH shall be given reasonable access to all activities related to the Entire Agreement.

#### **PAR. 3. TIME OF PERFORMANCE**

The Contractor will perform under the Entire Agreement [Description] for a term commencing on [Date] and ending on [Date] (the "Term of the Agreement"), with one option for extension beginning on [Date] and expiring on [Date].

#### **PAR. 4. INDEPENDENT CONTRACTOR**



The Contractor shall be engaged as an independent contractor of the State. Nothing contained in the Entire Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. The Contractor may not act as agent for, or on behalf of, the State or to bind the State in any manner. The State shall issue an IRS Form 1099 reflecting the Contractor's compensation and shall not be responsible for federal, state, and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income, and other payroll taxes, workers' compensation, disability benefits, or other legal requirements applicable to the Contractor. The Contractor will not be entitled to worker's compensation, retirement, insurance, or other benefits afforded to employees of the State.

**PAR. 5. PROJECT OFFICER - RIDOH**

RIDOH shall appoint a Contract Manager (“Project Officer” or “Contract Manager”) to manage this Entire Agreement. The Contractor agrees to maintain close and continuing communication with the Contract Manager throughout the performance of work and services undertaken under the terms of the Entire Agreement. The Contract Manager is responsible for seeking authorization of all payments made by RIDOH to the Contractor under the Entire Agreement. No work shall be commenced on the part of the Contractor without a valid Purchase Order issued by the Department of Administration, Division of Purchases.

**PAR. 6. CONTRACTOR**

The Contractor shall be responsible for coordinating and reporting work performed pursuant to the Entire Agreement, subject to and in accordance with the Scope of Work in Exhibit A and within the Budget in Exhibit B. The Contractor shall notify RIDOH in writing immediately and seek approval from RIDOH should a change to the Entire Agreement be necessary in the opinion of the Contractor. Under no circumstances will a change be undertaken without the prior written approval of RIDOH.

**PAR. 7. WORK REVIEWS**

The Contractor recognizes the responsibilities of RIDOH to provide financial oversight of its contractors and consultants and agrees that the scope of all work performed under the Entire Agreement may be reviewed by RIDOH and/or its designee and/or by any third party designated by RIDOH, for the purpose of verifying hours, costs, and expenses, and to ensure that they are in conformance with state and federal laws, regulations and policies or for any other reason in the sole discretion of RIDOH.

**PAR. 8. RESPONSIBILITIES UPON TERMINATION AND/OR DEFAULT OF THE ENTIRE AGREEMENT**

Upon termination and/or default in accordance with 220-RICR-30-00-13.20 and the delivery to the Contractor of a notice of termination, specifying the nature of the termination, the extent to which

performance of work under the Entire Agreement is terminated, and the date upon which such termination becomes effective, the Contractor shall:

1. Stop work under the Entire Agreement on the date and to the extent specified in the notice of termination.
2. Take such action as may be necessary, or as RIDOH may reasonably direct, for the protection and preservation of the property related to the Entire Agreement, which is in the possession of the Contractor and in which the State 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 the State all of the rights, title, and interest of the Contractor under the orders so terminated, in which case the State 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 the State.
5. With the approval or ratification of the State, 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 the Entire Agreement. Final approval by the State 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 its rights to the State (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 the State all files, processing systems, data manuals, or other documentation, in any form, that relate to the work completed or in progress prior to the notice of termination.
7. If instructed, 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. Upon termination, Contractor agrees to an orderly transition in accordance with 220-RICR-30-00-13.30. 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 the State. Upon termination or expiration of the Entire Agreement, the Contractor shall, if requested by the State 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, the State shall pay the Contractor at mutually agreed-upon rates for personnel used in providing such training and/or services,

unless services delivered are already defined herein and rates established, in which case 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 the State in a form acceptable to the State.

## **PAR. 9 ACCESSIBILITY AND RETENTION OF RECORDS**

The Contractor agrees to make accessible and to maintain all fiscal and activity records relating to the Entire Agreement to state and/or federal officials, or their designated representatives, necessary to verify the accuracy of Contractor invoices or compliance with the Entire Agreement. This accessibility requirement shall include the right to review and copy such records. This requirement is also intended to include 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 Entire Agreement. 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. Fiscal records, and narrative records pertaining to activities performed will be retained by the Contractor for audit purposes for a period of at least three (3) years following the submission of the final expenditure report for the Entire Agreement or 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, will provide, and maintain a quality assurance system acceptable to the State covering deliverables and services under this Entire Agreement and will tender to the State only those deliverables that have been inspected and found to conform to the Entire Agreement's requirements. The Contractor will keep records evidencing inspections and their results and will make these records available to the state during the Term of the Agreement and for three (3) years after final payment.

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 the Entire Agreement.

## **PAR. 10. SECURITY AND CONFIDENTIALITY**

### **10.1. Definitions**

The following definitions shall apply:

1. "Breach," as defined pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") guidelines as well as those found in the Health Information Technology for Economic and Clinical Health Act ("HITECH"), means an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of Protected Health Information ("PHI") in

violation of HIPAA privacy rules that compromise Personally Identifiable Information (“PII”) security or privacy. Additionally, a Breach or suspected Breach means an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PII or Sensitive Information (“SI”).

2. “Incident,” as defined by OMB Memorandum M-17-12, “Preparing for and Responding to a Breach of Personally Identifiable Information” (January 3, 2017), as an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

3. “Confidential Information” means, in addition to how it is defined in §13.17, any and all information that Contractor receives or has access to under the Entire Agreement, including but not limited to; PII; SI; PHI; Return Information; other information (including electronically stored information) or 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; any other records, reports, opinions, information, and statements required to be kept confidential by State or federal law or regulation, or rule of court; any statistical, personal, technical and other data and information relating to the State’s data; or other such data protected by State and federal laws, regulations.

4. “Personally Identifiable Information” or “PII” means 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 45 CFR § 75.2 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 45 CFR § 75.2 Protected Personally Identifiable Information).

5. “Protected Health Information” or “PHI” means individually identifiable information relating to the past, present, or future health status of an individual that is created, collected, or transmitted, or maintained by a HIPAA-

covered entity in relation to the provision of healthcare, payment for healthcare services, or use in healthcare operations. Health information such as diagnoses, treatment information, medical test results, and prescription information are considered protected health information under HIPAA, as are national identification numbers and demographic information such as birth dates, gender, ethnicity, and contact and emergency contact information. PHI relates to physical records, while ePHI is any PHI that is created, stored, transmitted, or received electronically. PHI does not include information contained in educational and employment records, that includes health information maintained by a HIPAA covered entity in its capacity as an employer.

6. “Return Information” is defined under 26 USC § 6103(b)(2) and has the same meaning as “Federal Tax Information” or “FTI” as used in IRS Publication 1075.

7. “Sensitive Information” or “SI” means information that could be expected to have a serious, severe, or catastrophic adverse effect on organizational operations, organizational assets, or individuals if the confidentiality, integrity, or availability is lost. 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).

## **10.2. General**

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 Entire Agreement as required by this Entire Agreement, the RFP and proposal, or which becomes available to the Contractor in carrying out the Entire Agreement and the RFP and the proposal and agrees to comply with State requirements for safeguarding Confidential Information. All such information shall be held in strict confidence and protected by the Contractor from unauthorized use and disclosure utilizing the same or more effective procedural requirements as are applicable to the State.

## **10.3. Privacy and Security Safeguards and Obligations**

For all Confidential Information under the Entire Agreement, the Contractor must comply with the following privacy and security requirements and obligations:

a. Ensure that its employees, contractors, and agents implement the appropriate administrative, physical, and technical safeguards to protect Confidential

Information received by Contractor under this Entire Agreement from loss, theft, or inadvertent disclosure.

- i. **Administrative Safeguards.** Contractor will advise all users who will have access to the Confidential Information of its confidential nature, the safeguards required to protect the Confidential Information, and the civil and criminal sanctions for noncompliance contained in applicable Federal laws.
- ii. **Physical Security/Storage:** Contractor will store the Confidential Information in an area that is physically and technologically secure from access by unauthorized persons during duty hours, as well as non-duty hours or when not in use (e.g., door locks, card keys, biometric identifiers, etc.). Only authorized personnel will transport the Confidential Information. Contractor will establish appropriate safeguards for such Confidential Information, as determined by a risk-based assessment of the circumstances involved.
- iii. **Technical Safeguards:** Contractor agrees that the Confidential Information exchanged under this Entire Agreement will be processed under the immediate supervision and control of authorized personnel to protect the confidentiality of the Confidential Information in such a way that unauthorized persons cannot retrieve any such Confidential Information by means of computer, remote terminal, or other means. Contractor personnel must enter personal identification information when accessing Confidential Information on the State's systems. Contractor will strictly limit authorization to those electronic Confidential Information areas necessary for authorized persons to perform his or her official duties.
- iv. Understand that they are responsible for safeguarding this information at all times, regardless of whether or not the Contractor employee, subcontractor, or agent is at his or her regular duty station.
- v. Ensure that laptops and other electronic devices/media containing Confidential Information that constitutes PII are encrypted and/or password protected.
- vi. Send E-mails containing Confidential Information that constitutes PII only if encrypted and being sent to and received by email addresses of persons authorized to receive such information. In the case of FTI, Contractor employees, subcontractors, and agents must comply with Internal Revenue Service ("IRS") Publication 1075's rules and restrictions on emailing return information.
- vii. Restrict access to the Confidential Information only to those authorized Contractor employees, subcontractors, and agents who need such Confidential Information to perform their official duties in connection with purposes identified in this Entire Agreement; such restrictions shall include, at a minimum, role-based access that limits access to those individuals who need it to

perform their official duties in connection with the uses of Confidential Information authorized in this Entire Agreement (“authorized users”). Contractor shall not use or access Confidential Data for independent projects unrelated to the purposes identified in this Entire Agreement. Further, the Contractor shall advise all users who will have access to the Confidential Information provided under this Entire Agreement of the confidential nature of the Confidential Information, the safeguards required to protect the Confidential Information, and the civil and criminal sanctions for noncompliance contained in the applicable federal laws. The Contractor shall require its contractors, agents, and all employees of such contractors or agents with authorized access to the Confidential Information disclosed under this Entire Agreement, to comply with the terms and conditions set forth in this Entire Agreement, and not to duplicate, disseminate, or disclose such Confidential Information unless authorized under this Entire Agreement.

viii. For receipt of FTI, the Contractor agrees to maintain all return information sourced from the IRS in accordance with IRC section 6103(p)(4) and comply with the safeguards requirements set forth in Publication 1075, “Tax Information Security Guidelines for Federal, State and Local Agencies”, which is the IRS published guidance for security guidelines and other safeguards for protecting return information pursuant to 26 CFR § 301.6103(p)(4)-1. In addition, the Contractor shall:

(1) Establish a central point of control for all requests for and receipt of Return Information and maintain a log to account for all subsequent disseminations and products made with/from that information, and movement of the information until destroyed, in accordance with Publication 1075.

(2) Establish procedures for secure storage of return information consistently maintaining two barriers of protection to prevent unauthorized access to the information, including when in transit, in accordance with Publication 1075.

(3) Consistently label return information obtained under this Entire Agreement to make it clearly identifiable and to restrict access by unauthorized individuals. Any duplication or transcription of return information creates new records which must also be properly accounted for and safeguarded. Return information should not be commingled with other records unless the entire file is safeguarded in the same manner as required for return information and the FTI within is clearly labeled in accordance with Publication 1075.

(4) Restrict access to return information solely to officers, employees, agents, and subcontractors of the Contractor whose duties require access for the purposes of carrying out this Entire Agreement. Prior to access, the Contractor must evaluate which personnel require such

access on a need-to-know basis. Authorized individuals may only access return information to the extent necessary to perform services related to this Entire Agreement, in accordance with Publication 1075.

(5) Prior to initial access to FTI and annually thereafter, the Contractor will ensure that employees, officers agents, and subcontractors that will have access to return information receive awareness training regarding the confidentiality restrictions applicable to the return information and certify acknowledgement in writing that they are informed of the criminal penalties and civil liability provided by sections 7213, 7213A, and 7431 of the Internal Revenue Code for any willful disclosure or inspection of return information that is not authorized by the Internal Revenue Code, in accordance with Publication 1075.

(6) Contractor must ensure information systems processing return information are compliant with Section 3544(a)(1)(A)(ii) of the Federal Information Security Management Act of 2002 (FISMA).

#### **10.4. Ownership of Confidential Information**

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

#### **10.5. Compliance with Applicable Laws, Regulations, Policies and Standards**

The Contractor agrees to abide by all applicable, current and as amended federal and State laws, regulations, policies, guidance and standards governing the confidentiality of information to which it may have access under this Entire Agreement, including to but not limited to the Business Associate requirements of HIPAA ([www.hhs.gov/ocr/hipaa](http://www.hhs.gov/ocr/hipaa)) and 45 CFR § 155.260. In addition, the Contractor agrees to comply with the State confidentiality policy recognizing a person's basic right to privacy and confidentiality of personal information.

The Contractor agrees to adhere to any and all applicable State and federal statutes and regulations relating to confidential health care and substance abuse treatment including but not limited to the Federal Regulation 42 CFR, Part 2; Rhode Island Mental Health Law, R.I. General Laws Chapter 40.1-5-26; Confidentiality of Health Care Communications and Information Act, R.I. General Laws Chapter 5- 37.3-1 *et seq*; Identity Theft Protection Act of 2015, R.I. General Laws Chapter 11-49.3 and HIPAA and its implementing regulations. The Contractor acknowledges that failure to comply with the provisions of this Paragraph constitutes a material breach on the part of the Contractor and will result in the termination of the Entire Agreement.



In connection with all PII that Contractor receives or has access to under this Entire Agreement, the Contractor must comply with Minimum Acceptable Risk Standards for Exchanges (“MARS-E:), version 2.0 dated November 15, 2015 which includes the following suite of documents: Volume I: Harmonized Security and Privacy Framework; Volume II: Minimum Acceptable Risk Standards for Exchanges; Volume III: Catalog of Minimum Acceptable Risk Security and Privacy Controls for Exchanges; and Volume IV: ACA Administering Entity System Security Plan.

Notwithstanding any other requirement set out in this Entire Agreement, the Contractor acknowledges and agrees that the HITECH Act and its implementing regulations impose 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 Health and Human Services. The HITECH requirements, regulations and provisions are hereby incorporated by reference into this Entire Agreement as if set forth in this Entire Agreement in their entirety. Notwithstanding anything to the contrary or any provision that may be more restrictive within this Entire Agreement, all requirements and provisions of HITECH, and its implementing regulations currently in effect and promulgated and/or implemented after the date of this Entire Agreement, are automatically effective and incorporated herein. Where this Entire Agreement requires stricter guidelines, the stricter guidelines must be adhered to.

#### **10.6. Breach/Incident Reporting**

Upon notice of a suspected or confirmed Incident or Breach, the State 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 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 Incident, remedies may include, among other things, providing 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.

#### **10.7. Other**

Failure to abide by the State's confidentiality policy or the required signed Business Associate Agreement (“BAA”) will result in termination remedies, including but not limited to, termination of this Entire Agreement. A BAA shall be signed by the Contractor, simultaneously or as soon thereafter as possible, from the signing of this Entire Agreement, as required by the State. The Contractor agrees that no findings, listing, or information derived from information obtained through performance of this Entire Agreement may be released or publicly disclosed in any form for any purpose if such findings, listing, or information contains any combination of

data elements that might allow an individual to determine a beneficiary's identification without first obtaining written authorization from the State's Contract Manager. 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 the State shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from the State'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 DHS is considered confidential by the State.

Contractor will inform the State of any change in its administrative, technical, or operational environment that could impact compliance with the terms of this Entire Agreement, including, but not limited to, compliance with 45 CFR § 155.260.

Contractor shall monitor, periodically assess, and update its security controls and related system risks to ensure the continued effectiveness of those controls in accordance with 45 CFR § 155.260(a)(5).

The Contractor shall not be required under the provisions of this Paragraph to keep confidential any Confidential Information or information which is or becomes legitimately publicly available or is rightfully obtained from third parties under no obligation of confidentiality.

Contractor shall establish and maintain, throughout the term of this Entire Agreement, policies, and procedures to ensure the safekeeping of Confidential Information and to prevent unauthorized access to or use of such Confidential Information in compliance with ISO 27001 and ISO 27002 (or any replacement standard relating to information security), applicable regulatory requirements, and consistent with industry standards. In addition to its other obligations set forth in this Entire Agreement, whenever Contractor possesses, stores, processes or has access to the State's Confidential Information, Contractor shall comply with those information security policies and procedures reasonably required by the State and updated from time to time.

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

#### **PAR. 11. MODIFICATION OF AGREEMENT**

All modifications to the Entire Agreement are subject to 220-RICR-30-00-13.4(C)(1)(c).

**PAR. 12. 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 the State in writing and then subsequently obtaining approval, in writing, from the State, that would conflict in any manner or degree with the performance of services required under this Entire 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 Entire Agreement.

**PAR. 13. OWNERSHIP**

Any and all data, technical information, information systems, materials gathered, originated, developed, prepared, modified, used or obtained by the Contractor in performance of the Entire Agreement, 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"). However, 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 Entire Agreement or acquired or developed after the date of this Entire 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.

**PAR. 14. NOTICES**

No notice, approval or consent permitted or required to be given by this Entire 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 below, or such other address as either party may direct by notice given to the other as provided, and shall be deemed to be given when received by the addressee.

Contractor:

[Name]  
[Address]  
[Address]

\_\_\_\_\_  
Authorized Agent Name  
Authorized Agent Title  
Date: \_\_\_\_\_

State:

State of Rhode Island, Department of Health  
3 Capitol Hill  
Providence, RI 02908

\_\_\_\_\_  
Utpala Bandy, MD, MPH  
Interim Director of Health  
Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK**

**EXHIBIT B  
BUDGET**

The Contractor estimates that the budget for allowable expenses for work to be performed under this Agreement is as follows:

<b>Expense Category</b>	<b>Approved Budget Time Period</b>
1. Personnel	\$.00
2. Fringe Benefits	\$.00
3. Consultants	\$.00
4. In-State Travel	\$.00
5. Out-of-State Travel	\$.00
6. Printing/Copying	\$.00
7. Supplies	\$.00
8. Telephone/Internet	\$.00
9. Education/Resource Materials	\$.00
10. Postage	\$.00
11. Other (listed separately)	
12. Equipment	\$.00
13. Subcontracts	\$.00
<b>Sub-Total</b>	<b>\$.00</b>
Indirect/Administrative Cost (10%)	\$.00
<b>Total</b>	<b>\$.00</b>

**EXHIBIT C**  
**BUDGET NARRATIVE**

**EXHIBIT D**  
**PAYMENTS SCHEDULE**

**Request for Reimbursement**

- Before payments are processed, agency invoices will be reviewed to ensure that all allowable costs are appropriately documented. All invoices will be reviewed to prevent deviation from approved contract budgets.
- Agencies will be paid based on actual expenditures and will be reimbursed on a monthly basis.
- Invoices must be submitted to the RIDOH Project Officer by the 10<sup>th</sup> of the month following the reporting period.
- Agencies will include the following required documentation as an attachment to submitted invoice: (MODIFY TO MIRROR CONTRACT)
  - Name of employee, title, hours worked, rate of pay
  - Consultant copies of bills submitted (must include rate of pay and number of hours)
  - In-state mileage - rate per mile (as indicated in contract) including number of miles
  - Out-of state mileage - Copy of receipts for all travel related expenses; e.g., travel itinerary, hotel detail bill, parking, taxi & shuttle receipts. Air Travel: include a copy of the boarding pass & receipt. Train Travel: copy of ticket and receipt. No documentation is necessary for per diem expenses, which include meals and incidentals capped at \$30 per day.
  - Copy of all receipts (i.e.; supply purchases, telephone document of expense, etc.)
- Request for Reimbursements that are completed incorrectly will be returned to the Agency Project Coordinator for corrections.
- **Prior written approval** from the RIDOH Project Officer must be obtained before variations in the budget line item can be made. The Agency Project Director must submit requests in writing to the RIDOH Project Officer. Failure to have written approval for line item changes will result in non-reimbursement of expenditures.