



REQUEST FOR PROPOSALS

**RHODE ISLAND DEPARTMENT OF HEALTH
Division of Community, Health & Equity**

**RFP # 2022RIDOH006
Local Agency
Special Supplemental Nutrition Education Program for
Women, Infants, and Children (WIC)
And
Family Visiting Program (RIFVP)**

Applications are due at:

*Rhode Island Department of Health
Perinatal and Early Childhood Health
WIC and Family Visiting Program
c/o Ann Barone/Sara Remington
3 Capitol Hill, Room 302
Providence, RI 02908*

By 4:00pm EST on Wednesday, July 20, 2022

Questions concerning this solicitation must be e-mailed no later than July 6, 2022: To Dorinda Keene at Dorinda.L.Keene@health.ri.gov. Questions should be submitted in a Microsoft Word attachment and reference "RFP: WIC Program" or the "RFP: Family Visiting Program" on all correspondence. Questions received, if any, will be posted on the RIDOH Website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

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

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SECTION 1: INTRODUCTION

The Rhode Island Department of Health: Special Supplemental Nutrition Program for Women, Infants and Children (WIC Program) and the Rhode Island Family Visiting Program (RIFVP) are requesting proposals for the provision of services to 1) Participants enrolled in the WIC Nutrition Program within each of Rhode Island’s high need communities to better provide accessibility to services and 2) The RIFVP from qualified vendors in the eleven (11) identified high-need communities of Central Falls, Cranston, Lincoln, Newport, North Providence, Pawtucket, Providence, Warwick, Washington County, West Warwick, Woonsocket to implement Evidence-Based Home Visiting ([EBHV](#)) programs. A vendor can apply to provide services to one or more areas. The applicant must be located in at least one of the communities in which it is applying to provide services. Vendors will also be expected to provide services to families in the communities surrounding the eleven (11) high-need communities, if eligible families are identified.

This posting combines a solicitation for both WIC and RIFVP. However all WIC and RIFVP program functions that result through an award to any applicants in this RFP will remain separate. Applicants can bid on either or both programs. Both the WIC Program and RIFVP will award the contracts based on each individual program’s criteria. An applicant will not be prioritized regardless of whether they apply for one or for both programs. Eligible applicants must be community-based, public or non-profit agencies that are in good standing with the federal government.

Total funding available annually, statewide, is approximately \$4,300,000 for the WIC Program and \$6,150,000 for the Family Home Visiting Program. An additional \$950,000 will be made available for Parents as Teachers only for a 12-month period, October 1, 2022 – September 30, 2023.

Both currently funded and new agencies may apply.

Contracts awarded as a result of this RFP will begin October 1, 2022, and continue through September 30, 2023, with the option to renew for up to four (4) additional 12-month periods at the sole option of the State based on vendor performance and the availability of funds involved in the program. Contracts using cost reimbursement will be available contingent on federal funding.

Instructions and Notification to Applicant Entity:

This is a Request for Proposals, not an Invitation for Bid. Responses will be evaluated based upon the relative merits of the proposal, including past performance (if applicable), in addition to price; there will be no public opening and reading of responses.

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

to provide oral or written clarification of its content shall be borne by the applicant entity. The State assumes no responsibility for these costs.

4. Proposals are considered to be irrevocable for a period of not less than 120 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
6. Proposals misdirected to other state locations, or which are otherwise not present in the Division at the time of opening for any cause will be determined to be late and will not be considered for the purposes of this requirement.
7. It is intended that an award pursuant to this RFP will be made to an applicant entity, or applicant entities in the various categories, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered. Subcontracts are permitted, provided that their use is clearly indicated in the applicant entity's proposal and the subcontractor(s) to be used is (are) identified in the proposal.
8. All proposals should include the applicant entity's FEIN or Social Security number as evidenced by a W9, downloadable at <https://www.irs.gov/pub/irs-pdf/tw9.pdf> .
9. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.
10. Applicant entities are advised that all materials submitted to the State for consideration in response to this RFP will be considered to be Public Records as defined in Title 38, Chapter 2 of the General Laws of Rhode Island, without exception, and will be released for inspection immediately upon request once an award has been made.
11. Interested parties are instructed to peruse the Department of Health website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
12. 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” <http://odeo.ri.gov/documents/odeo-eeo-contract-compliance-report.pdf> as well as the “Certificate of Compliance” <http://odeo.ri.gov/documents/odeo-eeo-certificate-of-compliance.pdf> and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order.

For further information, contact the Rhode Island Equal Employment Opportunity Office, at 401-222-1452 or via e-mail at odeo.eeo@doa.ri.gov.

13. In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the successful applicant entities.
14. 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. ISBE participation credit will only be granted for ISBEs that are duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity or firms certified as DisBEs by the Governor’s Commission on Disabilities. The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php> . Information regarding DisBEs may be accessed at <http://www.gcd.ri.gov/> .

For further information, visit the Office of Diversity, Equity & Opportunity’s website, at <http://odeo.ri.gov/> and see R.I. Gen. Laws Ch. 37-14.1, R.I. Gen. Laws Ch. 37-2.2, and 220-RICR-80-10-2. The Office of Diversity, Equity & Opportunity may be contacted at 401-574-8253 or via email Elvys.Ruiz@doa.ri.gov.

15. Insurance Requirements for this solicitation and for the awarded applicant(s) are 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> .

16. Under HIPAA, a “business associate” is a person or entity, other than a member of the workforce of a HIPAA covered entity, who performs functions or activities on behalf of, or provides certain services to, a HIPAA covered entity that involves access by the business associate to HIPAA protected health information. A “business associate” also is a subcontractor that creates, receives, maintains, or transmits HIPAA protected health information on behalf of another business associate. The HIPAA rules generally require that HIPAA covered entities and business associates enter into contracts with their business associates to ensure that the business associates will appropriately safeguard HIPAA protected health information. Therefore, if a Contractor qualifies as a business associate, it will be required to sign a HIPAA business associate agreement.
17. All RIFVP applicants must have current ability to bill Medicaid for family visiting or be able and willing to become an entity that can bill Medicaid should Medicaid billing become available in a timeframe agreeable to RIDOH. All agencies would be notified by RIDOH that they need to go through this process.
18. Should Medicaid not be available, RIDOH may need to reduce contract awards and reduce family slots.

SECTION 2: CONTRACTOR AND SUBRECIPIENT DETERMINATION AND REQUIREMENTS

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

X Sub-recipient Contractor

Definitions can be found on Appendix K.

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

DUNS number and an active registration in the federal System for Award Management (SAM) and a Unique Entity Identifier (UEI). Your UEI number will be assigned upon registration in SAM.

All sub-recipients must have an organizational DUNS number and an active registration in the federal System for Award Management (SAM). A hard copy of your organizational SAM registration must be included in your proposal.

Instructions to print out your organizational DUNS registration:

1. Go to the SAM web site at <https://www.sam.gov>
2. Select Search Records
3. Enter your DUNS number in the DUNS Number Search box, and select Search

4. On the search results, click the View Details box for your entity
5. On the left menu, select Entity Record
6. Select the Print button on the right to make a hard copy of the record

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

STEP 1: Obtain DUNS Number

If requested by phone (1-866-705-5711), DUNS is provided immediately. If your organization does not have one, you will need to go to the Dun & Bradstreet website at <http://fedgov.dnb.com/webform> to obtain the number. DUNS number Webform requests take 1-2 business days.

STEP 2: Register with SAM

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

Completed Appendix F - RIDOH Risk Assessment

Component 1: WIC PROGRAM PROPOSAL SUBMISSION INFORMATION

SECTION 3: BACKGROUND AND PURPOSE

The WIC Program is a Public Health Program, and adjunct to healthcare, which provides services to low-income pregnant and postpartum women, infants, and children up to age five (5). Services include nutrition education, referrals to health care and other social services, providing foods to enhance the diets of WIC participants, and targeting certain nutrients for optimal growth and development during critical stages.

Funding for the WIC Program is provided by the US Department of Agriculture (USDA), Food and Nutrition Services to state WIC agencies through annual appropriations from Congress.

The purpose of the program is to provide nutrition education, breastfeeding promotion and support, supplemental foods, access to health care and assessment of immunization status to pregnant, breastfeeding and non-breastfeeding postpartum women, infants and children up to five (5) years of age who are certified by a RIDOH professional to be nutritionally and/or medically at-risk and who have a household income of up to 185% of the income poverty guidelines.

Currently, the Rhode Island Department of Health, Division of Community, Health and Equity (CHE) delivers WIC services at the local level by contracting with 12 local agencies, (non-profit community organizations, community health centers and hospitals). The local agencies operate approximately twenty-five (25) WIC clinics statewide. The RIDOH state WIC Office is providing an opportunity for a local WIC program to support services in the South County area of the state. The agency will administer the program and provide adequate staffing to maintain the caseload need in the area. Rhode Island WIC program currently serves an average caseload of 20,000 clients per month statewide,

issuing close to 1 million dollars in food funds per month.

For reference, approximately 240 authorized WIC vendors (retail grocers, pharmacies) provide food and formula to WIC participants using an electronic benefit transfer system (eWIC). Authorized pharmacies only provide special infant formulas that cannot be purchased at retail grocers.

The Farmers Market Nutrition Program (FMNP) provides WIC recipients with checks, generally at the onset of the growing season (spring), which allows the recipient to purchase locally grown fresh fruits and vegetables at local farmer's markets. The Rhode Island Department of Environmental Management and the Department of Health authorize approximately 75 farmers and 35 farmer's markets to provide/sell fresh fruits and vegetables to targeted WIC participants.

SECTION 4: SCOPE OF WORK

This section provides an overview of the requirements for the WIC Program. Additional information about the WIC Program can also be obtained by accessing the following web sites:

<https://www.fns.usda.gov/wic/wiclaws-and-regulations> and <http://www.health.ri.gov>.

Please describe how items 1-35 will be addressed and/or implemented by the agency applying to provide the services.

1. During the period of the contract the agency shall provide benefits and services as follows:

a. To ensure equal access to quality health services, RIDOH expects the Agency shall provide culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, and resources of their community
- Collect race, ethnicity, and language data of the population served
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their cultural and linguistic needs.
- Provide clients of limited English skills and/or communication barriers appropriate services
- Offer consumers a forum in which clients have the opportunity to provide feedback to the Agency regarding cultural and linguistic issues that may deserve response.
- Meet all USDA required Civil Rights regulations, including staff training regulations
- Additional requirements: [CLAS Standards: Department of Health \(ri.gov\)](#)

1. The Agency shall provide the WIC Program to a determined number of participants (hereinafter called the WIC allocated Caseload) each month.

b. The Agency shall provide Breastfeeding Peer Counseling services to all WIC-enrolled pregnant and breastfeeding women.

c. The Agency shall adhere to all rules promulgated by the U.S. Department of Agriculture USDA, governing the WIC Program, the Breastfeeding Peer Counseling Program, the FMNP program, [Nutrition Service Standards](#) and the WIC State Plan and Policy and Procedure Manual.

d. The Agency shall adhere to [USDA Office of Civil Rights](#) policies, including insertion of the non-discrimination statement on all outreach and program materials and displaying

the And Justice for All poster in a prominent location at each clinic site.

2. The Agency shall be responsible for the on-going recruitment of participants, which shall include at a minimum:
 - a. Use of local media and social media
 - b. Agency shall maintain website with current and accurate WIC information
 - c. Coordination and planning of at least six (6) outreach activities annually; either virtual or in person (as defined in the Nutrition Education Plan Guidelines)
 - d. Coordination of services and referrals with other health and social service programs within your agency or with other agencies in the community
 - e. Maintenance of participant waiting list, if appropriate
 - f. A plan for maintaining the caseload of children on the program (ages 1-5 years)
 - g. Specific outreach activities to foster enrollment early in pregnancy
3. The Agency shall provide non-traditional, flexible hours of operation to accommodate needs of families by providing non-traditional hours of operations, meaning weekends or evenings (evening hours are defined as 5:00 p.m. to 8:00 p.m.).
 - a. Provisions shall incorporate non-traditional hours for remote services provided during the public health emergency
 - b. The Agency must follow Federal guidelines when providing appointments to new applicants according to the 10/20-day rule. Pregnant, breastfeeding and infants and/or high-risk participants must be given an appointment in ten (10) working days; postpartum and children participants shall be given an appointment within twenty (20) working days from the initial request
4. The Agency shall certify the eligibility of individuals applying for benefits in accordance with procedures contained in the RI State Plan, using residence, categorical, income, and nutritional risk criteria provided by the State for the WIC Program. The Agency shall:
 - a. Shall utilize the Crossroads management information system (MIS) for initial certification and subsequent certification of all eligible WIC applicants.
 - b. Shall require WIC staff to attend all required trainings to adapt to a new MIS system or any changes in the certification processes required by the WIC Program.
5. The Agency shall make referrals to Medicaid/Rite Care and the Supplemental Nutrition Assistance Program (SNAP).
6. The Agency shall make referrals of applicants and participants to health, social and economic assistance agencies according to the needs of the individuals, including, but not limited to family visiting programs.
7. The Agency shall make nutrition education available to each WIC participant according to individual needs, including:
 - a. Assuring that nutrition services for high-risk participants are only provided by a qualified

nutritionist, as defined in the RI Policy & Procedure Manual and the USDA Nutrition Services Standards.

- b. Developing nutrition care plans with the participants or their families.
 - c. Providing breastfeeding services to all pregnant and breastfeeding participants and infants in accordance with State policies. All agency staff shall actively provide breastfeeding support and encouragement.
 - d. Provides drug and other substance abuse information to all pregnant, postpartum and breastfeeding participants and to parents/caregivers of infants and children according to USDA [Substance Use Prevention Guidelines](#)
 - e. Provides exit counseling to support messages on the importance of folic acid intake (in reducing neural tube defects), continued breastfeeding (as the preferred method of infant feeding), the importance of children's immunizations, the health risks of using alcohol, tobacco, and other drugs, and the need for a well-balanced diet that must be communicated to all graduating women participants.
 - f. Per RIDOH WIC policy, completes maternal depression screening using the verified tool – PHQ2 at initial certification during pregnancy and within three months postpartum and/or as determined by WIC staff.
8. The Agency shall provide participants with an explanation of why they have been certified, why certain foods are being prescribed, and the methods for properly obtaining these foods.
 9. The Agency shall provide electronic (eWIC) food instruments only for those foods from the Approved Foods list, and only in quantities, as are appropriate for the nutritional need of each participant. Under no circumstances shall the Agency provide foods or food benefits in quantities greater than those allowed by the Federal Regulations governing the Program or those specified in the RI WIC Program State Plan.
 - a. The Agency shall provide WIC food instruments to participants using a retail food system. The Agency shall also provide a current Approved Foods list, a list of currently authorized retail vendors in the Agency service area, and instructions and assistance on the redemption of WIC Program food instruments.
 - b. The Agency will follow eWIC food instrument policies, ensuring the participant has reviewed the eWIC food instruments, verified they received all of their benefits and sign for them.
 - c. The agency shall follow Separation of Duties policies to ensure that more than one staff person has determined eligibility for the Program.
 10. At the time of WIC Program certification, the Agency shall review immunization and lead records of children aged 24 months or younger and provide counseling and referrals that are appropriate.
 11. The Agency shall offer the opportunity to register to vote to any participant or family member that is greater than sixteen (16) years old.
 12. The Agency shall utilize KIDSNET database, RI's secure database for critical information about children's health to confirm immunization status and review participation in other programs.
 13. The Agency shall terminate from the Program, participating individuals who have enrolled for the

maximum period of time specified by the Federal Regulations governing WIC, or who fail to participate for two consecutive months. Individuals being suspended or terminated prior to the expiration of the present period of eligibility certification shall be given written notice of Impending termination on forms provided by the State and the opportunity to request a Fair Hearing. The Agency shall provide at least fifteen (15) days written notice of the expiration of the current benefit period.

14. The Agency shall provide individuals who are denied participation with a written explanation on forms provided by the State for the denial of eligibility and shall provide such individuals with the opportunity to request a Fair Hearing regarding the reason for denial.
15. At the direction of the State, the Agency shall take administrative action against participants found to be abusing Program benefits. Persons found to be participating in two WIC Programs, provided by different Agencies, shall be immediately terminated from one Program.
16. The Agency shall make adjustments to the provision of services as necessary to ensure compliance with changes in the Federal Regulations governing the WIC Program. Such changes include adjustments to schedule based on the ongoing Public Health Emergency.

Breastfeeding Peer Counselor (BFPC) Responsibilities:

17. The Agency shall administer a breastfeeding peer counseling program that is consistent with the USDA Food and Nutrition Service (FNS) WIC Breastfeeding Support: Learn Together, Grow Together training platform.
18. The Agency shall adhere to staffing standards and training expectations per state and federal requirements.
19. The Agency shall work in coordination with the State Agency to ensure breastfeeding peer counseling is a core and standard WIC service for all pregnant and breastfeeding participants.
20. The agency shall ensure that lactation referrals from birthing hospitals are followed up within forty-eight (48) hours of receiving.
21. The agency shall provide adequate, frequent, follow-up for participants who have been approved for an electronic or hospital grade breast pump rental

WIC, BFPC Administrative Responsibilities (*relates to staffing plan scoring criteria*):

22. The Agency shall maintain a competent and adequate level of staffing and strive to achieve the following WIC and BFPC staffing levels. The ratio of the number of participants to staff assures that WIC services are being provided in a consistent manner statewide while meeting quality Nutrition Service Standards. Professionally qualified and credentialed nutrition and breastfeeding staff ensures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA nutrition and breastfeeding standards.
 - a. 350 - 400 participants to one FTE staff person

- b. 750 – 800 participants to one FTE nutritionist
- c. One BF Peer Counselor per Agency

These individuals must:

- a. Meet the minimum qualifications for their positions.
 - 1. Nutritionist: Have at least a Bachelor of Science or Bachelor of Arts degree, from an accredited four-year institution, with emphasis in food and nutrition, community nutrition, public health nutrition, nutrition education, human nutrition, nutrition science or equivalent and have at least three years of responsible experience as a nutritionist in education, social service, maternal and child health, public health nutrition, or dietetics.
 - 2. Breastfeeding Peer Counselor: A current or former WIC client who has breastfed for at least six (6) months.
- b. When possible, reflect the cultural and ethnic composition of the WIC population to be served from the proposed service areas, and
- c. Meet state and Federal required competency standards. (i.e., Client Centered Counseling, accurate measuring techniques).
- d. Nutrition staff be approved by the State WIC Office, prior to hiring.
- e. All WIC staff are required to attend quarterly trainings whether remotely or in-person pertaining to Federal or State updates on policy or other topics related to professional development
- f. All WIC staff must attend annual Civil Rights training
- g. All WIC staff will participate in the USDA FNS WIC Breastfeeding Support: Learn Together, Grow Together training curriculum; levels assigned to their specific job role(s), which will be facilitated by the State WIC office.
- h. Attend annual RI WIC Farmer’s Market training

23. The agency shall ensure that any Manager/Coordinator of the local WIC program, who is also working in the capacity of a nutritionist shall provide, at a minimum, 50% of their time completing certification and other nutrition related direct WIC services. Administration time shall not exceed 50%.

Management of the WIC Program:

The Coordinator/Manager of the WIC Program must ensure competence of staff functions by:

- a. Reviewing credentials/ licenses and certifications (BS, MS, RD, LDN, CLC, IBCLC)
- b. Developing a state approved tool for assessing staff
- c. Observing staff on a quarterly basis as defined by State policy
- d. Conducting chart audits on a quarterly basis as defined by State policy

24. The Agency shall not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the State, for the purpose of delivering WIC, BFPC and FMNP services, without specific written approval from the State.

- a. The Agency shall ensure the physical security of all hardware, software and data used in the delivery of WIC/BFPC/FMNP services. This shall include secure storage when not in use or

under visual control, use of password controls, and maintenance of insurance on all computer hardware, including portable equipment at clinic sites.

25. The Agency shall comply with minor modifications and/or additions to the work plan and annual report format as requested by the State WIC Office.
26. The Agency shall conduct special projects as appropriate funding is received from the US Department of Agriculture.
27. The Agency shall complete a quarterly time study for all WIC staff, complete a yearly Nutrition Education Plan and complete a quarterly nutrition education and outreach activities report. All reporting must be submitted on time to the State Agency.
28. Agencies are required to show improvement in shared WIC and Family Visiting Performance Measures with annual thresholds determined by the state WIC and Family Visiting programs.

Clinic Environment and Customer Service: Providing nutrition services in an environment that promotes the health and well-being of participants and in ways that are appealing, accommodating, respectful, and relevant to their individual needs facilitates local agencies not only in assisting participants to achieve positive health outcomes but also in retaining participants in the Program.

29. Ensure that outside signage makes it easy to locate the WIC clinic.
30. Provide a clean, comfortable, inviting and child-friendly reception/waiting area.
31. Ensure that all areas where staff obtain participant information and anthropometric data maximize privacy to prevent others from overhearing conversations, viewing documents, or viewing information on computer screens.
32. Ensure that all staff treat participants and their colleagues with respect and provide services in a respectful manner.
33. Encourages breastfeeding anywhere in the clinic, including the waiting room. For those wishing to breastfeed and/or express milk in private, a space is provided and easily located through clear signage.
34. Supports breastfeeding friendly workplace policies.
35. Emphasize greeting and welcoming all participants upon arrival despite punctuality and provide options for participants whom the clinic cannot accommodate at that time, such as being seen later that day or completing an expedited appointment with a complete assessment the following month.

Component 2: RI Family Visiting Program Proposal Submission Information
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SECTION 5: BACKGROUND AND PURPOSE

While significant gains have been made to improve the health and developmental trajectories of all children in Rhode Island, gaps in services still exist. Many Rhode Island children experience multiple risk factors for poor developmental outcomes including living in poverty, living in neighborhoods with high rates of crime, living in households headed by a single parent, and living with mothers who have low education levels. Evidence shows that living with such risk factors also contributes to an increasing number of very young children who are at risk for abuse and neglect, as well as poor developmental, social emotional and educational outcomes.

RIDOH receives funding from the Health Resources and Services Administration (HRSA)/Maternal and Child Health Bureau (MCHB) to provide three-evidence based FVPs: Healthy Families America (HFA), Nurse-Family Partnership (NFP), and Parents as Teachers (PAT).

RI will fund agencies, Local Implementation Agencies (LIAs), to implement RIFV Programs. RIFVPs funded through this opportunity will work with all other RIFVPs in identified communities and surrounding communities, to provide comprehensive services to families at greatest risk for negative outcomes. Funded agencies will address priorities around equity, the life course, and community engagement. A family visitor is a frontline public health worker who is a trusted member of the community served and/or has a deep understanding of that community. Because of this relationship, the family visitor serves as a liaison between RIDOH, social services and the community to facilitate access to services and improve the quality and cultural competence of service delivery.

Overview: RI Family Visiting Program/Federal Home Visiting Program

The federal funding for the Maternal, Infant, and Early Childhood Home Visiting (MIECHV) Initiative, has been available to State since 2010. This funding provides funds to states, tribes, and territories to implement one or more Evidence Based Family Visiting (EBFV) models. The goals of the RIFVP are to: 1) Strengthen and improve the programs and activities carried out under Title V of the Social Security Act²; 2) Improve coordination of services for at-risk communities; and 3) Identify and provide comprehensive services to improve outcomes for eligible families who reside in at-risk communities. The funds are intended to assure effective coordination and delivery of critical health, development, early learning, child abuse and neglect prevention, and family support services to children and families through Family Visiting programs. RIFV plays a crucial role in building high-quality, comprehensive statewide early childhood systems to support pregnant people, parents and caregivers, and children from birth through kindergarten and ultimately, to improve health and developmental outcomes.

The RIFV program requirements for states, and their LIA are:

1. Serve high risk populations (e.g., including those outlined above)
2. Maintain fidelity to EBHV service models
3. Engage in Continuous Quality Improvement
4. Enroll families (including re-enrollment and the avoidance of dual enrollment)
5. Collaborate with early childhood partners and systems
6. Participate in reflective supervision/practice
7. Conduct Health insurance outreach and enrollment
8. Report to HRSA on demographics on families served and LIAs and Performance Measures
9. Sub-recipient monitoring (e.g. state lead agencies monitoring LIAs)

Current RIFV program objectives are to:

1. Provide EBFHV services in high-need communities, as specified by RIDOH
2. Strengthen local capacity to serve high-need families using a trauma-informed approach
3. Address social determinants of health and health equity
4. Ensure access to high quality health services
5. Enhance training and provide additional professional development opportunities for Family Visiting agencies
6. Implement Culturally and Linguistically Appropriate Services (CLAS) standards across LIAs
7. Develop recommendations for communities on how to adopt collective impact strategies for systems collaboration
8. Leverage RIFVP activities to achieve progress on Title V priorities: promoting health and racial equity, improving access to sexual and reproductive health services, addressing substance use disorder among women of reproductive age, promoting healthy lifestyles including breastfeeding, reducing the risk of violence and injury, increasing connections to medical homes, and promoting emotional wellness and social connectedness
9. Strengthen First Connections (RI's short-term Family Visiting program) as a recruitment and linkage strategy for families into family visiting, Early Intervention, high quality child care and other community-based services within the early childhood system of care
10. Evaluate the extent to which RIFVPs are embedded in community systems of care Title V of the 1935 Social Security Act provides block grant funding to all states to promote the health and wellbeing of women, children, and families including those with special health needs.

Procurement Objective

Through this solicitation RIDOH will procure the services of community-based, public, non-profit organizations or public, not-for-profit school districts, to implement RIFVPs in Rhode Island, in partnership with the RIDOH. RIDOH anticipates spending up to \$6,150,000 for the first year of this project (October 1, 2022, through September 30, 2023). An additional \$950,000 will be made available for Parents as Teachers only for a 12-month period, October 1, 2022 – September 30, 2023. This amount may be increased or decreased based upon federal awards received through federal and/or state funding. Consideration will be given to modifying the contract amount based upon need for service within the contract's scope, agency's performance, and the availability of funding.

Certification Standards

RIDOH has defined a set of standards to ensure compliance with federal and state regulations and to ensure the provision of quality services to infants and toddlers and their families in the State of Rhode Island. This certification process and the issuance of these Certification Standards provide the basis for RIDOH's determination of providers eligible to participate in and receive payment for the provision of services.

This document describes the requirements for certification. Satisfactory compliance with these requirements must be demonstrated for certification; continuing compliance is required in order to maintain full certification status. Eligible children and families must have equal access to Family Visiting services.

SECTION 6: SCOPE OF WORK

Corresponds to Evaluation criterion – Work Plan Proposed approach- Appendix G

1. Target Populations, NFP, HFA and PAT, Model Allocation by Community, Referrals and Required Services

RIFV has identified priority populations for this work which include:

1. Eligible families who reside in communities of need of services, as identified in the 2020 MIECHV needs assessment
2. Low-income eligible families
3. Eligible families with pregnant people who have not attained age twenty-one (21)
4. Eligible families that have a history of child abuse or neglect or have had interactions with child welfare services
5. Eligible families that have a history of substance abuse or need substance abuse treatment
6. Eligible families that have users of tobacco products in the home
7. Eligible families that are or have children with low student achievement
8. Eligible families affected by housing insecurity and/or homelessness
9. Eligible families with children with developmental delays or disabilities
10. Eligible families that include individuals who are serving or formerly served in the Armed Forces, including such families that have members of the Armed Forces who have had multiple deployments outside of the United States.

Estimates of RIFV slots per model by community

It is anticipated that the first year of the project will begin on October 1, 2022, and end on September 30, 2023. The initial award will be for 12 months and contracts will be renewed on an annual basis for additional years, up to four (4) years, in one-year terms, pending the availability of Federal and State funding. The total amount of funding that is available for 1,395 families/slots is \$6,150,000 per year. An additional \$950,000 will be made available for Parents as Teachers only for a 12-month period, October 1, 2022 – December 31, 2023. Additional funding to support LIAs will come from Medicaid.

RIDOH designated the estimated number of EBHV “slots” that would be funded through RIFVP funds. Specific amounts per model/component are detailed below. All awards are contingent upon RIDOH receiving annual funding from HRSA.

Allocation of EBHV model by community

Healthy Families America

RIDOH will award up to eight (8) agencies to provide HFA to provide 870 family slots

Community	Number of family slots
Central Falls	40
Cranston	50
Lincoln	30

Newport	40
North Providence	30
Pawtucket	60
Providence	400
Warwick	40
Washington County	80
West Warwick	40
Woonsocket	60

Nurse-Family Partnership

RIDOH will award one (1) agency to provide NFP in the eleven (11) high-need and surrounding communities with 175 family slots

Parents as Teachers

RIDOH will award up to six (6) agencies to provide PAT for 350 family slots and an additional 140 slots for October 1, 2022 through December 31, 2023 only.

Community	Number of MIECHV family slots	PAT slots, 10/01/2022 -12/31/2023
Central Falls	20	10
Cranston	20	10
Lincoln	10	5
Newport	30	10
North Providence	10	5
Pawtucket	40	20
Providence	80	40
Warwick	20	5
Washington County	60	10
West Warwick	20	5
Woonsocket	40	20

A family slot is a parent/child dyad

Pregnant people and Families Not Eligible for RIFV services

Pregnant people and families in need of services, but who are not eligible to enroll in an EBFV Program or other early childhood programs (because they are not a targeted priority for services, the capacity of the program has been maximized, or the services will not meet the family’s needs) must be provided a referral to First Connections and/or appropriate services within their community within forty-eight (48) hours and/or two (2) business days after the referral has been received and assessed by the RIFVP provider. This information must be transmitted to RIDOH FVP staff.

Timeframe for Enrollment RIFV Programs

All RIFV providers must enroll eligible pregnant people and families during approved enrollment ages approved by RIDOH.

Referrals

All RIFV Program providers will coordinate with First Connections providers, RIFV Local Implementation Teams, Community Coalition members, Health Equity Zones, and other identified entities in each community on referrals for pregnant people and families with young children.

- i. Capacity to accept referrals: The certified RIFV provider must have the technological and staffing capacity to accept referrals from multiple referral sources. The agency must have a dedicated secure fax, secure email system and/or a secure electronic mechanism for accepting referrals in order to meet state and federal HIPPA requirements. Capacity must include the ability for referral sources to leave confidential messages about referrals during non-business hours. The agency must also provide a phone number and clear point of contact to community referral sources and to the public. An agency must have the ability to accept phone referrals Monday through Friday during standard business hours. An agency must be able to provide RIFV services at times and dates that are convenient to the family, including nights and weekends. The schedule and hours of operation must be communicated to and approved by RIDOH. Any changes to the approved schedule and hours of operation must be communicated to RIDOH thirty (30) days in advance, in writing. Should the capacity to make electronic referrals for pregnant people and children be developed, the certified RIFV agencies will be responsible for obtaining and maintaining the technological capabilities and procedural safeguards to accept referrals electronically.
- ii. Response to referrals: All referrals to RIFV must be contacted within forty-eight (48) hours and/ or two (2) business days after the RIFV Program provider has received the referral. The RIFV Program provider must follow up with referral sources within timeframes specified by RIDOH.
- iii. Referral Sources: Referrals to the specific RIFV programs will come from different sources within each community. These include, but are not limited to, primary care providers, OB-GYN providers, family and pediatric providers, hospitals, community-based agencies, Title X clinics, housing authorities, schools, First Connections, WIC agencies, substance use treatment providers, the Department of Children, Youth and Families and insurance plans.
- iv. Referral networks: Agencies must be partners in statewide referral networks and systems as specified by RIDOH, including Unite Us.

2. Family Visiting Program Personnel

Corresponds to review criterion – Staffing Plan – Appendix G

Human Resources and Staffing

Funded LIAs must demonstrate that they provide clear information to staff about job requirements and

performance expectations, and supports continuing education, relevant to the job requirements of the individual. It must also demonstrate that it assists staff in maintaining and documenting required professional development.

Specific standards regarding human resources and staffing are as follows, and must be explained in the application:

1. The organization's personnel practices must contribute to the effective performance of staff by maintaining sufficient staffing ratios through direct hiring of qualified individuals and agencies that are culturally and linguistically competent to perform clearly defined jobs and address RIFV Program needs. The organization's personnel practices must be maintained to meet the specific staffing requirements, including but not limited to staff to supervisor ratios and caseload limits per evidence-based model requirements.
2. Personnel records are kept that contain a checklist to track appropriate training, credentialing and other activities. A copy of all required current staff licenses and certifications must be kept on file. A professional development plan must also be kept on file for each staff member. RIDOH is permitted to view these files upon request.
3. Certified RIFV providers must perform annual written performance appraisals of staff based on input from families and supervisors, as appropriate. These must be available in the personnel files for review by RIDOH upon request. National models may have additional requests and/or requirements that certified agencies must adhere to.
4. Policies and procedures contain staff requirements for cultural humility that are reflected in the job descriptions.
5. Staff are hired with skills, credentials, education, and experience that match the requirements set forth in both the appropriate job description and in the policies and procedures per each specific evidence-based model(s) provided by the agency. Any position for which at least 25% of the position is supported with RIFVP funds must be approved by RIDOH prior to the agency's offering a position to an individual. As appropriate, RIDOH may participate in the interview process with awarded agencies.
6. Each staff person's personnel file contains a job title and description reflecting approved education, experience and other requirements, caseload expectations, supervisory and reporting relationships, and annual continuing education and training requirements. All job descriptions include standards of expected performance and personnel development plans. Each direct service staff's personnel file must contain documented answers to specific interview questions provided by the model and RIDOH. As appropriate, RIDOH may require awarded agencies to ask specific interview questions.
7. The organization provides a clear supervisory structure that includes delineated responsibilities and caseloads as appropriate per the requirements of RIFV EBHV programs. The roles of staff are defined with a clear scope of practice for each. Supervisors receive specialized training and coaching from national models to develop their capacities to function as experts in their clinical and/or technical fields. The organization holds supervisors accountable for communicating RIDOH program goals, as well as for clinical and technical supervision. This includes:

- a. Protocols for communication and coordination with all interested parties.
 - b. Clear procedures for addressing unmet education or licensure requirements are stated. Credentialing records are maintained annually to document compliance. All staff are required to maintain professional development plans.
8. Credentials of qualified personnel are in accordance with Rhode Island's licensing requirements and shall be contained in the job descriptions. An individual hired into a position has his or her credentials verified through primary source verification, as appropriate, and records maintained in the staff's personnel file.
 9. Staff are required to participate in orientation and training activities on an ongoing basis, as specified by RIDOH, the model, the provider agency, and individual job descriptions.
 10. Staff are required to undergo and pass a Criminal Background Check as a condition of their hire and before providing any services. Staff already employed by an agency that has not already had a Criminal Background Check must complete one. Criminal Background Check documentation for all staff must be kept in the personnel records.
 11. Family visiting staff will be paid a fair, living wage. Hourly wage requirements will be updated by RIDOH prior to the start of each contract period. For contract periods beginning October 1, 2022, HFA and PAT family visitors must be paid a minimum of \$22.00 per hour and supervisors be paid a minimum of \$27.00 per hour. NFP family visitors must be paid a minimum of \$35.00 per hour and supervisors be paid a minimum of \$40.00 per hour.

General Qualifications

The RIFV provider shall have policies and procedures in place for all employees consistent with Rhode Island Department of Health (RIDOH) request for proposal and national EBHV models.

This requires that:

- Licensed and certified professionals conform to continuing education requirements specified by their respective credentialing bodies.
- Educational backgrounds and experience align with position qualifications required by the national models and RIDOH. It is recommended that HFA and PAT family visitors have a bachelor's degree and/ or relevant experience. Nurse Family Visitors in NFP must have a Bachelor of Science in Nursing.
- Recent employment experience is relevant for target population Employment background checks, Background Criminal Investigations (BCIs) and Child Abuse Notification and Tracking System (CANTS) are performed for all potential employees.

The work of all certified RIFVP staff must be systematically organized with clear roles, reporting relationships, and supervision. If the agency is a multi-service organization, the applicant must illustrate how RIFV services and the model fit into the organization.

It is the responsibility of a certified RIFVP provider to conform to certification requirements regarding staff credentials, training, personnel management and guidelines. Certified RIFV providers must demonstrate acceptable staffing ratios per the national model.

3. Provider Orientation and Training

All RIFV staff are required to participate in the RIFV Program orientation, mandatory model trainings and other curricula requirements for HFA, NFP and PAT. RIFV Program providers are required to comply with all national EBFV model required trainings. Compliance with training requirements will be assessed at annual RIDOH site visits. RIFV trainings will provide content, screening, and assessment information to support grantees in delivering high-quality EBFV services. All family visitors and supervisors must participate in a minimum of six trainings annually. RIDOH reserves the right to require family visitors, supervisors, and program managers to participate in specific trainings.

RIDOH encourages applicants to budget for any desired additional trainings or professional development opportunities and outline these trainings in your budget narrative.

Reflective Practice and Supervision

All RIFV Program providers are required to attend reflective practice/supervision training. Family Visiting supervisors are also required to attend a minimum number of reflective practice/supervision groups to deepen their understanding of reflective supervision so that they can support staff in building their reflective practice skills, enhancing their relationship-based practice and further understanding their own capacities and needs. Additionally, Family Visiting supervisors must receive reflective supervision from their supervisors as well as provide reflective supervision to their staff per model requirements.

Professional Development

The RIFVP is committed to providing the highest quality training and supervision supports for staff. Based on provider feedback, survey data, and national work focused on training content and delivery for home visiting programs, RIFVP continues to examine current trainings offered. The Family Visiting Workforce Council was formed in part to review and revise training offerings, ensure training compliance, Institute for Family Support Professionals (IFSP) modules and competencies have been implemented, and increase access to cross-agency trainings.

Family Feedback

All RIFV Program providers are required to survey families enrolled in their RIDOH-funded family visiting programs at least once per year. RIDOH will provide required questions to providers. RIFV Program providers are required to share the data with RIDOH.

4. Program Requirements-EBFV Models and Model Fidelity

1. Applying agencies must select an EBFV model(s) for implementation

- a. ***Healthy Families America (HFA)***: Pregnant and/or parenting families with children from birth through four (4) years
- b. ***Nurse-Family Partnership (NFP)***: First time pregnant mothers less than twenty-eight (28) weeks pregnant through two (2) years
- c. ***Parents as Teachers (PAT)***: Pregnant and/or parenting families with children from birth

through four (4) years

2. Applicants may apply to provide more than one of the above models. When selecting one or more models for implementation, applicants must ensure the selection can meet the needs of the communities and/or targeted priority populations, provide the best opportunity to accurately measure and achieve meaningful outcomes in the federally required performance areas, be implemented effectively with fidelity to the model, and be well matched for the needs of the state's early childhood system.
3. Each selected Local Implementation Agency (LIA) must work with their selected model developer and RIFVP to ensure fidelity to the model selected during implementation. If an applying agency is planning to start a new PAT and/or HFA or NFP program, RIDOH will work with those agencies to connect with national models and support the affiliation process upon award of contract.
4. All LIAs are required to maintain fidelity to the model. Fidelity is defined as an applicant's adherence to model developer requirements for implementation as well as any affiliation, certification, or accreditation required by the model developer, if applicable. These requirements include all aspects of initiating and implementing an EBFV model and can include elements such as: recruiting and training families; providing ongoing supervision and professional development for staff; and developing an integrated resource and referral network to support client needs.

NFP, HFA and PAT are distinct evidence-based, prevention-focused models that strive to improve maternal and child outcomes. Models have their own prescribed method of providing services and all models must be implemented with fidelity.

Participant Recruitment, Engagement, and Retention

1. RIFV Program providers must be at 85% capacity at minimum (for a new provider, within six (6) months of completion of staff training). The expectations of caseload size (numbers per family visitor) vary by model. Caseload averages twenty (20) families per full time equivalent (FTE) for HFA and PAT. The average caseload for NFP is twenty-five (25) families per FTE. Providers that do not achieve minimum enrollment requirements will be placed on a corrective action plan by RIDOH.
2. RIFV programs may do both in-person and virtual visits at time of this funding announcement. No more than 25% of visits should be done virtually (i.e., video or phone visits). This may be subject to change based on national and local requirements. Even if permissible by a national model, visits conducted via text are not allowed by RIDOH.
3. RIFV Program providers must develop and implement policies and procedures to avoid dual enrollment. Dual enrollment refers to home visiting participant enrollment and receipt of services through more than one RIFV Program-supported Family Visiting model concurrently.
4. RIFV Program providers must develop and implement procedures to seamlessly transfer enrolled families to alternate RIFV Programs or other early childhood programs/services - if it

best meets the interests and needs of the family for reasons including, but not limited to, re-location, eligibility, graduation, etc.

5. RIFV Program providers must also ensure that all Family Visiting program participation is voluntary.

RIFVP Required Assessment Tools

Certified providers will be required to use specific, standardized tools to assess and provide data for program evaluation, continuous quality improvement, RIDOH-related data, performance measures and mandated benchmarks. All certified RIFV providers are required to use these tools, in addition to other model specific tools that may be required at specific time period as mandated by RIDOH and/or the specific models. RIDOH will work with certified providers to provide these tools directly to agencies. Any changes in the use of these tools or additional tools will be communicated with RIFV providers.

Required tools include, but are not limited to:

1. Ages and Stages Questionnaires-3 (ASQ-3)
2. Ages and Stages Questionnaires: Social Emotional-2 (ASQ:SE-2)
3. Alcohol Use Disorders Identification Test (AUDIT)
4. Drug Abuse Screening Test (DAST-10)
5. Patient Health Questionnaire (PHQ-9)
6. Ongoing Abuse Screen (OAS)

Outreach and Engagement

Outreach should be local, systematic, family-centered, community-based, and be coordinated with other RIFV provider outreach efforts. The applicant must be prepared to conduct integrated outreach activities that offer eligible families with information on all Family Visiting programs (i.e. NFP, HFA, PAT, First Connections, and Early Head Start) and allow the family to choose the program that best fits their needs. Outreach and engagement includes communication with 1) the general population, 2) primary referral sources, 3) pregnant people, 4) families with young children, for the purpose of raising their understanding about the community supports and services available to all eligible families. The goal of outreach and engagement is to increase awareness and community engagement of the RIFV Programs and develop referral pathways for children and families that would potentially benefit from EBFV programs. Outreach and engagement efforts are required to be coordinated through Local Implementation Teams.

The RIFV Program providers awarded contracts will be required to develop and submit a detailed outreach plan within sixty (60) days of notification of award to RIDOH. The plan must include:

1. A protocol for contacting a family for the first time, including the type of professional who will make the initial contact, consistent with each evidence-based model's standards and fidelity requirements
2. How subsequent contacts will be made, phone, drive-by, mail etc.
3. How the agency plans to meet the needs of families from different cultural backgrounds

4. How the certified provider plans to locate and meet the needs of pregnant people and families with multiple risk factors (for example, how they would contact a family without a telephone, or one that speaks a language other than English or Spanish)
5. How the certified provider will work with the RIDOH, Local Implementation Teams and other RIFV Program providers to provide effective, targeted and appropriate outreach
6. How the agency will participate in community activities. Agencies must provide documentation that they have participated in local community events
7. How the agency will provide information in appropriate languages regarding the specific evidence-based models and/ or RIFV programs. See Sub-Section 9, Marketing Promotions and Forms, for additional details.
8. How the agency will re-engage and retain families in services.
9. How the agency will incorporate use of technology such as social media and texting to engage and retain families.

5. Data Systems and Entering Data

The RIFV Program uses data to inform the performance, stability, and quality of services provided to pregnant people and families with young children. All certified RIFV providers will be required to input program and visit data into an electronic data system approved/provided by RIDOH, within specified timeframes. Applicants must demonstrate that they have the current technology and capability to support the required data entry and describe their infrastructure and information technology support within their organization.

Efforts to Outcomes (ETO™)

RIFV providers will be expected to record data collected at every family home visit and at specific times per RIDOH and the evidence-based models. NFP, HFA and PAT agencies must demonstrate the capacity to enter this data directly into the designated RIFV Program database module of Efforts to Outcomes (ETO™) in the timeframe prescribed by RIDOH and the models. Documentation of family visits, screenings, care coordination and outreach and engagement efforts must be entered within twenty-four (24) to forty-eight (48) hours or two (2) business days after the family home visit.

KIDSNET

LIAs will be expected to have the capacity to use KIDSNET (RI's secure database) and Efforts to Outcomes and any other database as requested by RIDOH. Agencies applying to provide services must demonstrate the capacity to:

1. Utilize the most current version of the data system(s) as prescribed by RIDOH.
2. Maintain a written plan for information management which includes: client record-keeping policies and procedures; confidentiality policies and procedures; and record security policies and procedures. The plan provides for the timely and accurate collection of data and sets forth a reporting schedule.
3. Ensure that its information management systems are protected from unauthorized outside access and meet all applicable HIPAA regulatory requirements.

4. Plan and design information management processes to meet the organization's internal and external reporting and tracking needs that are appropriate to its size and complexity. Mechanisms must exist to share and disseminate information both internally and externally.
5. Have written policies and procedures regarding confidentiality, informed consent, security, and integrity of information, and has mechanisms to safeguard records and information against loss, destruction and unauthorized access or disclosure. The agency should demonstrate:
 - a. It maintains signed releases for confidentiality and sharing of information.
 - b. It maintains signed informed consent for services.
 - c. It maintains Memorandum of Agreement and BAAs where necessary.
 - d. It has policies and procedures in place to safeguard administrative records, clinical records, and electronic records.
 - e. Electronic records are backed up, transmitted data is encrypted and secure, and access is password protected.

RIDOH may request additional reports, documentation, and site visits as necessary to monitor compliance with these certification standards and services provided by the certified Federal Family Visiting /RIFV provider.

6. Performance Measures and Model Fidelity

Data Collection

The RIFV Program includes a detailed Continuous Quality Improvement (CQI) Plan, strong performance measures (including legislatively mandated benchmarks) and may include evaluation activities or other research activities. In addition, NFP, HFA, and PAT have distinct fidelity measures that must be achieved by each implementing agency. See Appendix J.1 for a list of Rhode Island's approved RIFV benchmarks. LIAs are required to show improvement in two thirds of all RIDOH performance measures annually. LIAs are required to show improvement in shared WIC and Family Visiting Performance Measures with annual thresholds determined by the state WIC and Family Visiting programs. LIAs that do not meet the annual threshold for improvement will be placed on a corrective action plan. Data collection, reporting and monitoring is an integral component of implementing high-quality evidence-based Family Visiting services and telling the story of Family Visiting. RIFV providers will be responsible for timely data collection and documentation in accordance with the model specific data collection and documentation schedule provided by RIDOH. Data collected through the RIFV data system, ETO™, serves multiples purposes including client case management, direct supervision, continuous quality improvement, oversight of model fidelity and contractual requirements, and compliance with both state and federal reporting requirements.

State and federal reporting requirements reflect three types of data including: 1) demographics, 2) service utilization and 3) performance indicators and systems outcomes measures. Data collected by individual RIFV providers are compiled by RIDOH to meet quarterly and annual requirements for RIFV grantees to report on program performance.

LIAs are required to participate in all activities required by the national HFA, NFP and PAT models that demonstrate that LIAs are implementing models in accordance with national fidelity standards.

LIAs that are not able to implement models in adherence to national guidelines will be placed on corrective action and/or improvement plans by the national model and/or RIDOH. LIAs that are not able to meet national fidelity guidelines will have a corrective action plan may lose funding from RIDOH.

7. Qualified Entity

Corresponds to review criterion Applicant Qualifications and Experience- Appendix G

All RIFV providers must be able to demonstrate capacity regarding organizational and administrative structure to support the program. These requirements pertain to areas such as incorporation, management of administrative and financial systems, human resource management, information management, quality assurance/performance measures, and others. State requirements in these areas are consistent with the types of expectations or standards which would be set forth and surveyed by health care accrediting bodies and which are generally held to be critical to effective, consistent, high quality organizational performance, and care provision. These requirements are in addition to the standards and requirements of the national model.

Administration

Specific standards regarding administration are as follows:

1. The Executive Officer, under supervision of the governing body, is responsible for financial management, achieving program outcomes, meeting client needs, and implementing the governing body's strategic goals.
2. A current organizational chart, which clearly defines lines of authority within the organization, is maintained and provided as part of the certification application.
3. The management of the organization is involved in the planning process for performance improvement and the evaluation and is involved in planning for priorities and setting goals and objectives for the written Quality Assurance/Performance Improvement and Continuous Quality Improvement plans.

Financial Systems

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

The applicant is required to submit a complete a 12-month program budget with a justification narrative

which will cover all estimated financial needs for the model that the applicant is proposing to provide, see Appendices C & D for budget template. The total program budget should be itemized and include personnel costs (salary and fringe benefits), travel, equipment, supplies, consultants, other costs, and, for agencies with a federally approved indirect cost rate, indirect costs. Agencies who do not have a federally approved indirect cost rate may charge up to a 10% Administrative Cost.

Subcontracts are prohibited. A 10% verifiable match from non-federal sources is required and agencies that can demonstrate additional funding and services will be given priority. The budget narrative should be as detailed as possible. If the proposed budget and/or proposed budget narrative is not acceptable, RIDOH reserves the right to request a revised proposed budget and narrative.

Reporting and Billing

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

1. Agency will bill monthly (bills must be received by the 10th day of the month for services provided the prior month) for services rendered in accordance with RIDOH requirements. Final invoices are due no later than forty-five (45) days after the contract/budget period end date.
2. Agency must comply with federal and state standards to safeguard the use of funds. Documentation and records of all income and expenditures must accompany monthly invoices and be maintained as required.
3. Agency must request approval, in writing, from RIDOH for any changes in the agency's approved budget.
4. Agency will document all activities related to this initiative and make them available to RIDOH when requested, for purposes of monitoring or quality assurance.
5. Provide documentation of general liability insurance covering the services provided annually and/or upon request.

8. Health, Safety, and Risk Management

The RIFV provider supports an environment that promotes optimal safety and reduces unnecessary risk for pregnant people, families with young children, family members and staff. The EBFV models of the RIFV Program call for specific policies and procedures to assure that services are provided in a safe and effective manner for both the family and the staff. Standards regarding RIDOH, Safety, and Risk Management are as follows and must be explained in the application. Applicant agencies must:

1. Develop policies and procedures specific to a public health emergency such as COVID-19.
2. Develop policies and procedures specific to hybrid service delivery model of family visiting.
3. Develop and maintain policies and procedures that designate managers and supervisors who monitor implementation of health and safety policies and report to the Quality Assurance Performance Improvement Program Committee.
4. Have protocols for identifying and monitoring safety risks, family crises, medical emergencies, and difficult situations.

5. Have policies and procedures clearly communicated to agency staff, visitors, and families.
6. Ensure an effective incident review process.
7. Adhere to OSHA guidelines.
8. Adhere to all federal and state health, safety, and risk management mandates.
9. Adhere to HFA, NFP, and PAT health, safety, and risk management policies/guidelines.

9. Marketing, Promotion, Communications, and Forms

Any information disseminated about the RIFV Program reflects on RIDOH and must be approved by RIDOH prior to dissemination. Within RIDOH, the Center for Public Health Communication (CPHC) provides strategic guidance and assistance in developing program communications and helps ensure that messages and tone are aligned with RIDOH priorities and communication guidelines.

Examples of materials that should follow these guidelines include, but are not limited to: flyers, posters, brochures, data books, invitations, banners, postcards, reports, forms, newsletters, social media, advisories, advertisements (print, radio, social media and TV), letters for the public requiring the Director of RIDOH's signature, public health campaign materials, press releases, legislative materials, interviews, articles, and all materials and content posted on RIDOH's website. All communications bearing RIDOH's logo that will be disseminated via outside partners or networks, including RIFV providers, are also included in these policies and procedures. Anything with RIDOH's logo must be approved by RIDOH before printing. The source of funding is required on all materials. RIDOH will provide required language.

Agency website content, brochures and promotional materials

All RIFV Program providers are to maintain information about the program and the specific model provided by the agency on the agency's website. RIDOH will provide all related content to agencies to post on their website and all content must be approved by RIDOH prior to being posted on the website.

Translating Materials

RIFV providers must work with RIDOH to coordinate all translations of materials.

Evidence-based model requirements

National models have policies for use of their name and logos that are to be followed by all approved providers. Federal copyright laws apply to all copyrighted materials.

Outreach Materials

All providers are required to have an outreach plan in the communities where services are provided. Agencies may use outreach materials, such as door hangers, magnets and related items to support outreach efforts. Providers are required to use RIDOH family visiting program campaign materials.

Transportation for families

In the event that pregnant people and families participating in Family Visiting program require transportation for services of a time sensitive nature (outside of medical emergency services), such as Newborn Bloodspot Repeat Specimen testing, RIFVP providers must have a plan in place to provide transportation services through a cab company, ride share or similar service. Funds to provide transportation to pregnant people and families must be used as payor-of-last resort funds. A payor-of-last resort is an entity that pays for services after other programs have been paid. For instance, RIte Care provides its members with transportation to routine medical appointments. As a result, RIFV Program funds should not be used to provide RIte Care members with transportation to routine medical appointments.

The following sections are applicable to WIC and RIFV Programs

SECTION 7: PROPOSAL SUBMISSION

Administrative Information

Questions concerning the WIC component of this solicitation must be e-mailed no later than July 6, 2022, to Dorinda Keene at the Department of Health at Dorinda.L.Keene@health.ri.gov. Questions regarding the Family Visiting component of this solicitation must be emailed to Dorinda Keene at Dorinda.L.Keene@health.ri.gov Questions should be submitted in a Microsoft Word attachment and reference “RFP: WIC Program” or the “RFP: Family Visiting Program” on all correspondence. Questions received, if any, will be posted on the Department of Health website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

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

**Rhode Island Department of Health
WIC Program/RIFV Program
c/o Ann Barone/Sara Remington
3 Capitol Hill, Room 302
Providence, RI 02908**

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

SECTION 8: PROPOSAL CONTENT

This section contains all of the information and forms necessary to develop and submit the application. Applicants must use a standard 12-point Times Roman font on 8 1/2 x 11 inch paper. The entire proposal should be typed in black ink on white paper. Applications should not be bound. Margins on all sides should be one (1) inch and single line spacing is desirable. The narrative must be typed on one-side of the paper and the applicant’s name must appear on each page. The entire application, including

appendices, must be sequentially page numbered. The application sequence should be as follows: Application Information Form, Table of Contents, Project Narrative (Parts A through D), and Appendices.

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

Application Information Form

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

Table of Contents

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

Project Narrative

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

Part A – Agency Qualifications & Experience

The applicant entity should briefly describe the degree to which it is qualified and experienced in providing WIC and Family Visiting Programs. The applicant should include a brief description of similar projects undertaken and data of similar clients served, with tasks similar to those in this RFP. RIFVP programs must confirm that their agency is able to bill Medicaid. Agencies should describe how family visiting fits within their organizational structure and mission.

The narrative for this section should not exceed four (4) pages in length.

Part B – Work Plan/Proposed Approach

This section should describe the applicant's proposed approach and/or methodology to meet high quality WIC and RIFV services. The work plan should include goals with clearly defined objectives. Projected number of clients/slots served should also be included in the work plan. Tasks and activities to address the objectives should be outlined and include monitoring and evaluation.

This section should not exceed twelve (12) pages in length.

Part C – Staffing Plan

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

This section should not exceed four (4) pages in length. Resumes are excluded from the page limitation and are required to be attached for the individuals working on the WIC and/or Family Visiting Program(s).

Part D - Budget and Justification

Applicant entities must provide a budget and budget justification (See Appendix E) for the period 10/1/2022 - 9/30/2023. No additional narrative is needed for this section.

This section contains all of the information and forms necessary to develop and submit the application. The narrative must be typed on one-side of the paper and the applicant’s name must appear on each page. The entire application, including appendices, must be sequentially page numbered. The application sequence should be as follows: Cover Page, Table of Contents, Project Narrative (Parts A through D), and Appendices.

SECTION 9: EVALUATION AND SELECTION

Proposals will be reviewed by a Technical Review Committee comprised of staff from state agencies. To advance to the Cost Evaluation phase, the Technical Proposal must receive a minimum of sixty (60) out of a maximum of seventy (70) technical points. Proposals scoring sixty (60) technical points or higher will be evaluated for cost and assigned up to a maximum of thirty (30) points in cost category, bringing the potential maximum score to 100 points. Any technical proposals scoring less than sixty (60) points will not have the cost component opened and evaluated. The proposal will be dropped from further consideration.

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

Applications will be evaluated competitively by the Technical Review Committee for adherence to the RFP and other federal and state requirements. Applicant experience, capacity to provide services, and the strength and relevance of the proposed program of services will be assessed. The following list outlines the relevant evaluation items and their maximum scores. Each proposal will receive a rating score (maximum 100 points) with a minimum score of sixty (60) points for consideration.

- Agency Qualifications & Experience (10 points)
- Work Plan/Proposed Approach (45 points)
- Staffing Plan (15 points)
- Budget & Justification (30 points)

SAMPLE BREAKDOWN IN TABLE BELOW (see Appendices G & H for detailed scoring)

Criteria	Possible Points
Agency Qualification and Experience	10 Points
Work Plan/Proposed Approach	45 Points

Staffing Plan	15 Points
Total Possible Technical Points	70 Points
Budget and Justification	30 Points
Total Possible Points	100 Points

Points will be assigned based on the applicant entity’s clear demonstration of his/her abilities to complete the work, apply appropriate methods to complete the work, an understanding of the requirements for the WIC and/or Family Visiting programs.

Applicant entities may be required to submit additional written information to the technical review committee to clarify statements made in their proposal.

Based on the Technical Review Committee’s evaluation and assigned scores and an applicant’s past performance (if applicable), a recommendation for a tentative award will be made. Once approved, the Rhode Island Department of Health will begin negotiations with the recommended sub-recipient to finalize the contractual agreements.

CONCLUDING STATEMENTS

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

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

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

SECTION 10: REQUIRED ATTACHMENTS AND APPENDICES

- Attachment 1: Copy of 501(c)(3) Non-Profit Status
- Attachment 2: A completed and signed W-9
- Attachment 3: Staff resumes and job descriptions
- Attachment 4: DUNS number, UEI number and an active registration in the federal System for Award Management (SAM)
- Appendix A: Proposal Checklist
- Appendix B: Applicant Entity Information Form

Appendix C:	Budget Table Form
Appendix D:	Sample Budget Worksheet
Appendix E:	Sample Budget Narrative Worksheet
Appendix F:	Risk Assessment

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

Appendix A - PROPOSAL CHECKLIST

Name of Applicant Entity:

- The proposal is written per the RFP specifications.
- Applicants must use a standard 12-point Times Roman font on 8 1/2 x 11-inch paper. The entire proposal should be typed in black ink on white paper. Applications should not be bound. Margins on all sides should be 1 inch and single line spacing is desirable. The narrative must be typed on one-side of the paper and the applicant's name must appear on each page. The entire application, including appendices, must be sequentially page numbered.
- Proposal Checklist
- Applicant Information Form (1 Page)
- Table of Contents
- Abstract
- Project Narrative (no more than 20 pages)
 - Part A: Agency Qualifications & Experience
 - Part B: Work Plan/Proposed Approach
 - Part C: Staffing Plan
- Budget and Budget Narrative (no page limit)
- Attachments as required and needed

REQUIRED ATTACHMENTS

- Attachment 1: Evidence of Non-Profit Status (copy of 501c3)
- Attachment 2: Completed and signed W-9
- Attachment 3: Staff Resumes and Job Descriptions
- Attachment 4: DUNS #, UEI # and Organizational SAM Registration
- Attachment 5: Risk Assessment

Appendix B – APPLICANT ENTITY INFORMATION FORM



WIC and/or Family Visiting Programs APPLICATION INFORMATION FORM

Agency Name:			
Address:	Street # Street Name Avenue, City/Town, RI Zip CODE -		
FEIN:			
Total Number of Service Sites:			
Executive Director:			
Phone:	() -	Email	
Finance or Accounting Director:			
Phone:	() -	Email	
Project Manager:			
Phone:	() -	Email	
Project Period:	From: 10/1/2022	To: 9/30/2023	
Service Area(s):			
Total Projected Number of Families To Be Served:			

In response to this Request for Proposals (RFP) for funding to provide the WIC program and/or the RIFV Program, please accept the accompanying application. I hereby certify that, to the best of my knowledge, the information supplied in support of this application is accurate, complete, and current for the award period of October 1, 2022 - September 30, 2023.

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

Authorized Signature	Date:
Typed Name	Title

Appendix C – BUDGET TABLE FORM



WIC and/or Family Visiting Programs

CONTRACT PERIOD FROM: October 1, 2022 TO: September 30, 2023

AGENCY	Full Agency Name	DATE	
ADDRESS	Street, City, ZIP +Four	TELEPHONE	()
PROGRAM	WIC and/or Family Visiting Programs	FEIN#	-

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

Appendix D - SAMPLE BUDGET WORKSHEET

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

Category			
Personnel (Name, Title)	Hourly Rate	Total # of Hours	Total
Fringe Benefits (provide breakdown of fringe benefits)	Fringe %		Total
	%		
	%		
	%		
	%		
	%		
Consultants (Name and Description of Service, Cost)			\$
In-State Travel	.585 per mile @ # of miles		\$
Out-of-State Travel (Name, Breakdown of costs)			\$
Printing/Copying			\$
Supplies			\$
Telephone/Internet			\$
Education/Resource Materials			\$
Postage			\$
Other: (if your expense does not fit into a category above please list and specify below)			\$
Equipment			\$
Indirect/Administrative Costs*			
10% verifiable match will come from			
Total Request			

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

Appendix E - SAMPLE BUDGET NARRATIVE WORKSHEET

(Please use the following Word document as a guide)

A. Justification of Budget Expenses

PERSONNEL **\$6,534.00**

Sally Smith, Director \$2,132.00

\$24.79 per hour for 86 hours

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

John Jones, Assistant Systems Development \$2,178.00

\$33.76 per hour for 64.50 hours

Mr. Jones will specifically review operating protocols related to systems development, implementation and operation performance.

John Doe, RN, C. MS, Project Coordinator \$2,224.00

\$51.72 per hour for 43 hours

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

FRINGE BENEFITS **\$1,960.00**

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

CONSULTANTS **\$30,000.00**

Sue Smith, PhD, Psychologist for RI

Hospital \$150.00 per hour for 200 hours

Dr. Smith will provide technical assistance with reports and data collection

IN-STATE TRAVEL **\$450.00**

Mileage reimbursement for all staff members to be calculated at \$0.585/mile for 769 miles.

*Rate is effective through December 31st, 2022

OUT-OF-STATE TRAVEL **\$1,000.00**

2 Staff members to attend annual meeting in Atlanta, GA. All travel related reimbursement must follow State or RI Travel Guidelines for reimbursement

PRINTING/COPYING **\$700.00**

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

SUPPLIES **\$800.00**

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

OTHER **\$200.00**

Incentives \$200.00

40 - \$5.00 Gift Cards for participation in after- hours meetings

B. Possible Future Sources of Funding

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

Definitions of costs for all budget narratives

1. **Personnel costs:** Personnel costs must be explained by listing each staff member who will be supported with WIC and/or RIFV funds. List: name (if possible), position title, total number of hours budgeted and hourly rate for each program separately. This must include the Program Manager and Supervisor as appropriate.
2. **Fringe benefits:** List the components that comprise the fringe benefit rate and percent per item. For example, health insurance, taxes, unemployment insurance, life insurance, and retirement plan. The fringe benefits must be directly proportional to that portion of personnel costs that are allocated to the project.
3. **Consultants:** List any individuals who are paid consultants, their position title, and their hourly rate. All consultant hours/rates must be billed in accordance with the purchase order. Applicants must provide a clear explanation as to the purpose of a consultant and its relevance to the program, how the costs were estimated, and the specific consultant deliverables.
 - a. Applicants may include the cost of access accommodations as part of their project's budget, including sign interpreters, plain language and RIDOH literate print materials in alternate formats and cultural/linguistic competence modifications such as use of cultural brokers, translation, or interpretation services at meetings.
4. **Travel:** List travel costs per local and long-distance travel. For local travel, the mileage rate, number of miles, reason for travel and staff member/consumers completing the travel must be outlined. The local mileage rate must not exceed the current State local travel mileage rate (\$.585 per mile). The budget for RIFV must also reflect any out-of-state travel expenses associated with participating in model trainings that address family visiting efforts and other proposed trainings or workshops. These must be broken out by airfare, hotel, registration, parking, ground travel, mandatory baggage fees, and food/drink.
5. **Printing/Copying:** List any printing/copying costs.
6. **Supplies:** List the items that the project will use. Office supplies include pencils, pens, paper, etc.
7. **Telephone/Internet/Fax:** List any costs associated with telephone, internet and fax services. Costs must be specific to the WIC or RIFV program.
8. **Postage:** List any costs associated with postage, especially postage costs associated with mailings to referrals sources and families served by the program.
9. **Education/Resource Materials:** Educational supplies include pamphlets, educational videos, and model-specific supplies – such as family support materials – that are essential to ensuring model fidelity.
10. **Other:** Put all costs that do not fit into any other category into this category and provide an explanation of each cost in this category.
 - a. List any training/professional development costs for staff, if applicable.
11. **Equipment:** List equipment costs and provide justification for the need for the equipment to carry out project goals. Extensive justification is required when requesting funds for the purchase of computers and furniture items that meet the definition of equipment (a unit cost of \$5,000 or more and a useful life of one or more years). The budget may include the cost of desk top computers, laptops or notebooks, and cell phones for all HFA staff. The budget may also include the cost of a color printer/copier (or professional printing costs) to ensure that printed informational materials provided to families are high quality.
12. **Subcontracts:** Subcontracts are not an allowed expense
13. **Indirect/Administrative Costs:** Indirect cost calculations can only be included if the agency has a federally approved indirect cost rate. The indirect cost rate must be up to date and attached to the application as part of the budget. If an agency does not have a federally approved indirect cost rate, they can use the “de minimis” flat rate of 10% or break out costs as individual line item expenses for the administration of the program. Administrative costs cannot exceed 10%. The costs must be accompanied by a description of the methodology used to arrive at each itemized

administrative cost. All non-federally approved calculations and rates can be negotiated by RIDOH.

Appendix F - RISK ASSESSMENT

Organizational Structure, Systems, and Management

1. **What was your average annual turnover rate for the past two years?**
Use the formula to determine the turnover rate: # of employees exiting the applicant entity for the past 24 months/average actual # of employees over the past 12 months.

0-25% 26-50% 51-75% 76-100%

2. **Does your organization have the ability to effectively respond to sudden personnel changes on a:**

Short-term basis (i.e., other staff are able to fill in when an employee is out for up a week) YES NO

Intermediate-term basis (i.e., unexpected resignation prompts active recruiting, but position is vacant for several weeks or months) YES NO

Long-term basis (i.e., budgetary cutbacks that necessitate staff reductions) YES NO

Fiscal Management, Accounting and Transaction Control

1. **Are your entity's accounting practices in agreement with its accounting and finance manuals and requirements of its funding sources?**

Accounting manuals YES NO

Funding Source Requirements YES NO

2. **Does your entity have written fiscal management policies and procedures relating to the following areas?**

Accounting Practices YES NO

Management Controls YES NO

Personnel Policies YES NO

Travel and Expense Reimbursement YES NO

Procurement YES NO

3. **Does your general ledger design accommodate account or subaward accounting?** YES NO

4. **Is there someone to ensure reimbursement requests and expenditure reports are prepared timely, correctly and accurately?** YES NO

5. **Is there a process to retain all supporting documentation for items listed on reimbursement requests and expenditure reports to funders?** YES NO

6. **Do procedures exist and provide for the solicitation of bids or prices for all procurements over a certain threshold?** YES NO

7. **Are purchase approval methods documented and communicated?** YES NO

8. **Are matching contributions supported by appropriate documentation?** YES NO NA

9. **Does your entity plan on changing the accounting system within the next 12 months or has the system changed within the past 12 months?** YES NO

10. **Has your entity been investigated or in legal trouble within the past 12 months?** YES NO

Appendix G – DETAILED SCORING SHEET RIFV
PROGRAM *Scoring criteria for RI's Family Visiting Program*

Applicant Qualifications and Experience

<i>Criterion</i>	<i>Points possible</i>	<i>Points given</i>
Abstract clearly describes the program proposal	3	
Agency has provided a description of their current organizational structure, including an organizational chart. Demonstrates how RIFVP is integrated within overall organizational structure.	3	
Agency has demonstrated experience working with the priorities populations for family visiting through the Maternal, Infant and Early Childhood Family Visiting Program and/or past experience implementing one or more evidence-based family visiting model.	2	
Agency has included information on their mission, demographic information on community(ies) to be served and is located within one of the communities they are proposing to serve	2	
<i>Total</i>	<i>10</i>	

Work Plan/Proposed Approach

<i>Criterion</i>	<i>Points possible</i>	<i>Points given</i>
Agency has clearly described which family visiting model(s) they are applying to provide, which community(ies) they are applying to provide services in and has applied to provide an appropriate number of slots per model.	3	
Quality of evidence provided by agency regarding their understanding and/ or experience they have with the model they are applying to provide, including experience meeting contractual enrollment requirements.	5	
Ability to outline agency readiness to implement EBHV model(s)	3	
Ability to deliver services that match the cultural and linguistic characteristics of the community	5	
Capacity to serve families of diverse backgrounds and levels of need	5	
Effective recruitment, engagement and retention plan for families	4	
Agency has described their written policies and procedures for home visitor safety, mental health, child abuse and neglect, domestic violence, trauma, medical emergencies and difficult family situations.	5	
Quality of current community partnerships and collaborations and how agencies currently integrate their services within their agency and within other agencies that serve children and families.	2	
Agency has demonstrated participation in Local Implementation Teams, Health Equity Zones and other community collaborations or can describe the plan for collaboration with those groups.	1	
Agency's experience and comprehensiveness of agency's Continuous Quality Improvement Plan related to RIFVP and the agency as a whole.	2	

Agency can demonstrate the ongoing use of data for Continuous Quality Improvement	2	
Quality and depth of infrastructure and information technology support within agency to support required data system(s).	2	
Quality of written policies and procedures regarding confidentiality, security and integrity of information. Agency has mechanisms to safeguard records and information.	3	
Demonstrated ability of agency to enter data within specified timeframes for each model.	3	
Total	45	

Staffing Plan

<i>Criterion</i>	<i>Points possible</i>	<i>Points given</i>
Agency has demonstrated ability to provide clear information to staff related to job performance and expectations, professional development plans and training.	2	
Agency has a clear programmatic management and supervisory structure and has demonstrated the commitment to dedicated program staff.	2	
Effective recruitment and retention plan for staff, including the minimum hourly wage recommendations.	7	
Appropriate staffing plan and/or staffing timeline	2	
Appropriate supervision plan including Reflective Supervision	2	
Total	15	

Budget and Justification

<i>Criterion</i>	<i>Points possible</i>	<i>Points given</i>
Agency submitted a W-9 form with their application.	X	
Agency has provided a budget using the template provided by RIDOH for each model they are applying to provide.	10	
Agency has submitted a detailed budget narrative explaining each line item in detail with minimum hourly wage recommendations.	10	
The cost per family for each EBFV program an agency is applying to provide is appropriate for the total number of family slots	10	
Agency has committed to providing additional funding, with a minimum of a 10% verifiable agency match to support its agency's implementation of the Maternal, Infant and Early Childhood Family Visiting Program.	X	
Total	30	

Appendix H – DETAILED SCORING SHEET WIC PROGRAM *Scoring criteria for RI's WIC Program*

Agency Qualifications and Experience

<i>Criterion</i>	<i>Points possible</i>	<i>Points given</i>
Abstract clearly describes the program proposal	3	
Agency has provided a description of their current organizational structure, including an organizational chart. Demonstrates how WIC is integrated within overall organizational structure.	2	
Agency has provided description of similar projects and data of similar clients served	3	
Agency has included organizational chart, mission, demographic information on community(ies) to be served	2	
<i>Total</i>	<i>10</i>	

Work Plan/Proposed Approach

<i>Criterion</i>	<i>Points possible</i>	<i>Points given</i>
Agency has clearly described how it will provide culturally and linguistically services, by; how it will assess the ethnic/cultural needs and resources of their community collect data, promote knowledge and skills for staff and provide interpreting services. Also describe how they will meet all USDA civil rights regulations.	5	
Described how will the agency provides ongoing recruitment of participants	3	
Described how the Agency will accommodate the access needs of working/school/transportation issues, by providing non-traditional hours.	5	
Ability to certify an individual who is applying, using the RI WEBS system to assure all eligible applicants receive all WIC benefits. Include ability to transition staff to a new MIS system.	3	
Describe how individual nutrition education will be provided by appropriate, trained staff to each WIC participant in accordance with Federal Regulations.	5	
Describe the plan for educating WIC participants why they are eligible for the program and why certain foods are prescribed.	2	
Agency has described their policy for issuing WIC Food Instruments (checks), including security, segregation of duties, explanation to the participant, ensuring participant receives the correct prescription.	3	
Describe the referral process to other programs, agencies, providers. Include how WIC services are care coordinated in the process.	2	
The Agency has described how they will provide termination information to a client. For those out of a WIC category or those with sanctions. This includes other administrative processes for the WIC participant (i.e. 10/20 day rule, 15 day term notice, etc.)	1	
The agency described how Breastfeeding will be promoted and supported in the clinic and which staff will be providing this.	5	

Agency can demonstrate supervision of staff and plans of correction for those who are not providing quality Nutrition/BF Services. Ensuring competence of staff by function	4	
Quality of services through reviews of charts, observations, data, reporting	4	
Meeting the staffing requirements based on caseload at each site.	2	
Staff attendance at all mandatory meeting, trainings and conferences.	1	
Total	45	

Staffing Plan

<i>Criterion</i>	<i>Points possible</i>	<i>Points given</i>
Agency has demonstrated ability to provide clear information to staff related to job performance and expectations, professional development plans and training.	3	
Agency has a clear programmatic management and supervisory structure and has demonstrated the commitment to dedicated program staff.	2	
Effective recruitment and retention plan for staff	3	
Resumes are attached with application and staffing meets program requirements	3	
Agency's staffing plan demonstrates cultural and linguistic competence through clearly defined values, policies, structures, and practices, as well as through the employment of bi-lingual and bicultural staff at all levels of the agency	4	
Total	15	

Budget and Justification

<i>Criterion</i>	<i>Points possible</i>	<i>Points given</i>
Agency submitted a W-9 form with their application.	X	
Agency has provided a budget using the template provided by RIDOH for each model they are applying to provide.	10	
Agency has submitted a detailed budget narrative explaining each line item in detail.	10	
The agency budget submitted is aligned with the proposed work plan and reflects appropriate expenses to accomplish the outlined	10	
Agency has committed to providing additional funding, with a minimum of a 10% verifiable agency match to support its agency's implementation of the WIC Program.		
Total	30	

Appendix I – STANDARDIZED TOOLS FOR RIFV PROGRAM

All certified RIFV Program providers are required to use these tools, in addition to other model specific tools that may be required as specific time periods as mandated by RIDOH and/or the specific models. RIDOH will work with certified providers to provide these tools directly to agencies. The individual evidence-based models may use additional required tools that are not mentioned below. This list is not an inclusive list of all standardized screening tools used in HFA, NFP and PAT.

Ages and Stages Questionnaires (ASQ-3)

The Ages and Stages Questionnaires is a tool that measures a child's performance in five developmental subscales. It is based on parent report.

Ages and Stages Questionnaires: Social Emotional-2 (ASQ:SE-2)

The Ages and Stages Questionnaires: Social Emotional-2 measures a child's social behavior, emotion regulation and emotional well-being. It is based on parent report.

Alcohol Use Disorders Identification Test (AUDIT)

The Alcohol Use Disorders Identification Test screens for hazardous/ risky drinking, harmful drinking or alcohol dependence. It is a ten item self-report screening questionnaire.

Drug Abuse Screening Test (DAST-10)

The Drug Abuse Screening Test-10 screens for use/ abuse of illicit drugs. The self-report screening questionnaire identifies individuals who are abusing drugs and the degree of problems related to drug use and misuse.

Patient Health Questionnaire-9 (PHQ-9)

The Patient Health Questionnaire-9 measures depressive symptomology and is based on caregiver's self-report.

Appendix J.1 - RI FHV PROGRAM BENCHMARKS

1. **Preterm Birth:** Percent of infants (among mothers who enrolled in home visiting prenatally before thirty-seven (37) weeks) who are born preterm following program enrollment
2. **Breastfeeding:** Percent of infants (among mothers who enrolled in home visiting prenatally) who were breastfed any amount at six (6) months of age
3. **Depression Screening:** Percent of Primary caregivers who are screening for depression using a validated tool within three (3) months of enrollment (for those not enrolled prenatally) or within three (3) months of delivery (for those enrolled prenatally)
4. **Well Child Visit Completion (most recent):** Percent of children who received the last recommended visit based on the American Academy of Pediatrics (AAP) schedule
5. **Postpartum Care:** Percent of mothers enrolled prenatally or within thirty (30) days after delivery who received a postpartum visit with a healthcare provider within eight (8) weeks (56 days) of delivery
6. **Tobacco Cessation Community Resources:** Percent of Primary caregivers who report using tobacco or cigarettes at enrollment and received information on and/or were referred to tobacco cessation counseling or services within three (3) months of enrollment (excludes people in services at time of screening)
7. **Safe Sleep:** Percent of infants up to one (1) year of age, always placed to sleep on their backs, without bed-sharing or soft bedding
8. **Child Injury (# ER Visits):** Rate of injury-related visits to the Emergency Department (ED) among children
9. **Child Maltreatment:** Percent of children with at least one (1) investigated case of maltreatment during the reporting period (only includes cases that were initiated following program enrollment)
10. **Parent Child Interaction:** Percent of primary caregivers who receive an observation of caregiver-child interaction by the home visitor using a validated tool (varies by model includes: HOME, DANCE, CHEERS)
11. **Early Language and Literacy Activities:** Percent of children with a family member who reported that during a typical week s/he read, told stories, and/or sang songs with child daily
12. **Developmental Screening:** Percent of children screened for developmental delays using a validated parent-completed tool (ASQ/ASQ SE) (Excludes children in EI with an IFSP)
13. **Behavioral Concern Inquiries:** Percent of visits where primary caregivers were asked if they have any concerns regarding their child's development, behavior, or learning
14. **Intimate Partner Violence Screening:** Percent of primary caregivers who are screened for interpersonal violence (IPV) within six (6) months of enrollment using a validated tool
15. **Primary Caregiver Education:** Percent of primary caregivers who enrolled in home visiting without a high school degree or equivalent who subsequently enrolled in, maintained continuous enrollment in, or completed high school or equivalent during their participation in home visiting
16. **Continuity of Insurance Coverage:** Percent of primary caregivers enrolled in home visiting for at least six (6) months who had continuous health insurance coverage for the most recent six (6) consecutive months.
17. **Completed Depression Referrals:** Percent of primary caregivers referred to services for a positive screen for depression who receive one or more service contacts
18. **Completed Developmental Referrals:** Percent of children enrolled in home visiting with positive screens for developmental delays (measured using a validate tool) who receive services in a timely manner

19. **Intimate Partner Violence Community Resources:** Percent of primary caregivers with positive screens for IPV (during the first six (6) months) who were provided information on community resources and/or were referred to IPV resources (denominator includes people already in services at time of screening)
20. **Substance Use Screening:** Percent of primary caregivers enrolled in home visiting who are screened for both unhealthy alcohol use and drug use using a validated tool within six (6) months of enrollment
21. **Completed Substance Use Referrals:** Percent of primary caregivers referred to services for a positive screen for substance use who receive one (1) or more service

Appendix J.2 - Shared WIC and Family Visiting Performance Measures

WIC and Family Visiting Providers will be responsible for the following performance measures. Performance thresholds for each measure will be determined prior to the start of each contract period.

Breastfeeding: The percent of enrolled WIC and family visiting participants that are receiving any breastmilk when a child is six (6) months of age.

Depression Screening: The percent of prenatal caregivers that are screened for maternal depression at time of certification and then again by time infant is three months of age (WIC/PHQ-2).

The percent of prenatal caregivers that are screened for maternal depression within three months of delivery or postpartum caregivers screened within three months of enrollment (Family Visiting/PHQ-9).

Safe Sleep: The percent of infants that are sleeping safely at six (6) months of age (on back, without soft bedding, no bed sharing).

Immunizations: The percent of children up to age two (2) that are up-to-date on immunizations.

Family Retention: The percent of children enrolled in WIC or family visiting that maintained continuous enrollment in the program until age three (NFP families will be measured up until age two).

Appendix K – 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 which carries out a Federal award as a recipient.

Subaward - an award provided by a pass-through entity (i.e. RIDOH) to a sub-recipient (i.e. applicant entity) for the subrecipient 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 L – CLAS Language

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

Definitions

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.

2.1

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

1. The supports and services provided by applicant entity shall demonstrate a commitment to linguistic and cultural competence that ensures access and meaningful participation for all people in the service area or target population. Such commitment includes acceptance and respect for cultural values, beliefs and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of supports and services. The applicant entity shall have an education, training and staff development plan for assuring culturally and linguistically appropriate service delivery.
2. The applicant entity shall have a comprehensive cultural competency plan that addresses the following: 1) the identification and assessment of the cultural needs of potential and active clients served, 2) sufficient policies and procedures to reflect the agency's value and practice expectations, 3) a method of service assessment and monitoring, and 4) ongoing training to assure that staff are aware of and able to effectively implement policies.

3. The applicant entity shall have a plan to recruit, retain and promote a diverse staff and leadership team, including Board members, representative of the demographic characteristics of the populations served.
4. The applicant entity shall assure equal access for people with diverse cultural backgrounds and/or limited English proficiency, as outlined by the Department of Justice, *Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*. Sub-recipient shall provide language assistance services (i.e. interpretation and translation) and interpreters for the deaf and hard of hearing at no cost to the client.

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

A. The Principle Standard:

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

B. Governance, Leadership, and Workforce:

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

C. Communication and language assistance:

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

D. Engagement, Continuous Improvement, and Accountability:

9. Establish cultural and linguistically appropriate goals, policies and management accountability, and infuse them throughout the organization's planning and operations.
10. Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS related measures into assessment measurement and continuous quality improvement activities.

11. Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of CLAS on health equity and outcomes and to inform service delivery.
12. Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area.
13. Partner with the community to design, implement and evaluate policies, practices and services to ensure cultural and linguistic appropriateness.
14. Create conflict- and grievance-resolution processes that are culturally and linguistically appropriate to identify, prevent and resolve conflicts or complaints.
15. Communicate the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents and the general public.

For additional information and resources regarding CLAS standards can be accessed here:
<https://www.thinkculturalhealth.hhs.gov/content/clas.asp>

Appendix M – RIDOH CONTRACT TERMS & CONDITIONS

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

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

PAR. 1. GOVERNING LAW AND GENERAL TERMS AND CONDITIONS

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

PAR. 2. PERFORMANCE

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

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

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

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

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

pertaining to changes requested from RIDOH or the Federal Government in accordance with 2 CFR § 200.333.

PAR. 3. TIME OF PERFORMANCE

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

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

PAR. 4. PROJECT OFFICER – RIDOH

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

PAR. 5. PROJECT OFFICER – CONTRACTOR

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

PAR. 6. BUDGET

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

PAR. 7. METHOD OF PAYMENT AND REPORTS

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

PAR. 8. TERMINATION AND/OR DEFAULT OF AGREEMENT

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

a) Mutual Agreement

The contracting parties mutually agree in writing to termination.

b) Default by Contractor

RIDOH may, by not less than thirty (30) days prior written notice to the Contractor, terminate the Contractor's right to proceed as to the Agreement if the Contractor:

1. Materially fails to perform the services within the time specified or any extension thereof; or
2. So fails to make progress as to materially endanger performance of the Agreement in accordance with its terms; or
3. Materially breaches any provision of this Agreement.

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

c) Termination in the Interest of RIDOH

RIDOH may terminate this agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, not less than thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of RIDOH, become its property. If the agreement is terminated by RIDOH as provided herein, the Contractor will be paid an amount which bears the same rate to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payment of compensation previously made.

d) Availability of Funds

It is understood and agreed by the parties hereto that all obligations of RIDOH, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State and Federal funds, and in no event shall RIDOH be liable for any payments hereunder in excess of such available and appropriated funds. In the event that the amount of any available or appropriated funds provided by the State or Federal sources for the purchase of services hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified amount of services to be purchased hereunder for any reason whatsoever, RIDOH shall notify the Contractor of such reduction of funds available and RIDOH shall be entitled to reduce its commitment hereunder as it deems necessary, but shall be obligated for payments due to the Contractor up to the time of such notice. None of the provisions of this paragraph shall entitle RIDOH to compensation for anticipated profits for unperformed work.

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

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

1. Stop work under this contract on the date and to the extent specified in the notice of

- termination.
2. Take such action as may be necessary, or as RIDOH's
 3. project manager may reasonably direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which RIDOH has or may acquire an interest.
 4. Terminate all orders to the extent that they relate to the performance of work terminated by the notice of termination.
 5. Subject to the provisions of this paragraph, assign to RIDOH in the manner and to the extent directed by RIDOH's project officer all of the rights, title, and interest of the Contractor under the orders so terminated, in which case RIDOH shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders, however, notwithstanding this provision, the Contractor will not be obligated to assign any such rights, title or interest in the absence of payment therefore by RIDOH.
 6. With the approval or ratification of RIDOH's project manager, initiate settlement of all outstanding liabilities and all claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this contract. Prior to a final settlement of said outstanding liabilities and claims arising out of such termination, final written approval of RIDOH's project manager must be obtained. Final approval by RIDOH shall not be unreasonably withheld.
 7. Subject to the provisions of this paragraph, transfer title, or if the Contractor does not have title, then transfer their rights to RIDOH (to the extent that title has not already been transferred) and deliver in the manner, at reasonable times, and to the extent reasonably directed by RIDOH's project manager all files, processing systems, data manuals, or other documentation, in any form, that relate to all the work completed or in progress prior to the notice of termination.
 8. 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.
 9. Unless terminated by RIDOH for default of the Contractor, the Contractor shall be entitled to reasonable account shut down expenses associated with such termination including the penalties associated with early termination of lease, software, hardware, and any other unamortized or incremental expenses accrued but not charged, excluding anticipated profits which shall not be reimbursed. The Contractor shall submit all identified shut down expenses associated with such termination incurred before and prior to the termination date. Any damages to RIDOH shall offset any shutdown expenses to RIDOH.
 10. The Contractor acknowledges and agrees the services and/or deliverables provided under this Agreement are very important to RIDOH and that upon expiration or termination of the Agreement, must be continued without interruption whether by the State, RIDOH, governmental agency or another private entity ("successor entity"). Prior to the end of the Termination and up to sixty (60) days thereafter, the Contractor agrees to make an orderly transition of contract and/or deliverables hereunder and to perform any and all tasks in good faith that are necessary to preserve the integrity of the work performed by the Contractor on behalf of RIDOH. Upon termination or expiration of the Agreement, the Contractor, shall, if requested by RIDOH at least thirty (30) days prior to such termination or expiration, provide reasonable training for the successor entity and/or continued performance of services. For providing such training or continued performance after the Term of the Agreement, RIDOH shall pay the Contractor at mutually agreed rates for personnel used in providing such training and/or services unless services delivered are

already defined herein and rates established then such rates shall apply for such period. Should any missing data, materials, documents, etc., be discovered after expiration or termination, a grace period of one hundred and twenty (120) days shall be in effect during which the data, materials, documents, etc., is to be provided at a predetermined cost or at no additional cost if the Contractor caused the loss. Lost data shall be provided to RIDOH in form acceptable to RIDOH.

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

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

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

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

The Contractor's liability to RIDOH for any damages arising out of or related to this Agreement, regardless of the form of action that imposes liability, whether in contract, equity, negligence, intended conduct, tort or otherwise, will be limited to and will not exceed, in the aggregate for all claims, actions and causes of action of every kind and nature, the total fees paid by RIDOH to the Contractor under this Agreement. The exception to this limitation of liability is with regard to any direct damages incurred by RIDOH due to the intentional tortious actions of the Contractor in the performance or nonperformance of its obligations under this Agreement. Also, there should be no limitation of the Contractor's liability for disclosure of confidential information or intellectual property infringement. Neither party shall be liable for any amounts for loss of income, profit or savings or incidental, consequential, indirect, exemplary, punitive, or special damages of any party, including third parties arising out of or related to this Agreement; provided, however, that the foregoing shall not be deemed to limit in any way the provisions of **ADDENDUM XIII - LIQUIDATED DAMAGES** of this Agreement. The imposition of liquidated damages shall not limit RIDOH's rights to pursue any other non-monetary remedies available to it. RIDOH may, by written notice of default to the Contractor, provide that the Contractor may cure a failure or breach of this contract within a period of thirty (30) days (or such longer period as RIDOH's agreement administrator or project manager may authorize in writing), said period to commence upon receipt of the notice of default specifying such failure or breach. RIDOH's exercise of this provision allowing the Contractor

time to cure a failure or breach of this Agreement does not constitute a waiver of RIDOH's right to terminate this Agreement, without providing a cure period, for any other failure or breach of this Agreement.

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

Assurances before breach

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

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

RIDOH's options at termination

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

- a) Retain all or a portion of such hardware, equipment, software, and documentation as has been provided, obtaining clear title or rights to the same, and procure upon such terms and in such manner as RIDOH's project manager may deem appropriate, hardware, equipment, software, documentation, or services as are necessary to complete the project; or
- b) Notwithstanding the above, except as otherwise agreed, nothing herein shall limit the right of RIDOH to pursue any other legal remedies against the Contractor. In order to take into account any changes in funding levels because of executive or legislative actions or because of any fiscal limitations not presently anticipated, RIDOH may reduce or eliminate the amount of the contract as a whole with the scope of services being reduced accordingly, or subject to agreement by the parties concerning the scope and pricing, reduce or eliminate any line item(s).

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

PAR. 10. MODIFICATION OF AGREEMENT

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

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

PAR. 11. SUBCONTRACTS

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

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

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

PAR. 12. CONTRACTOR’S LIABILITY/INDEMNIFICATION

The Contractor shall indemnify and hold the State of Rhode Island, its departments, agencies, branches and its or their officers, directors, agents or employees (together the “Indemnitees” and their subcontractors) harmless against claims, demands, suits for judgments, losses or reasonable expenses

or costs of any nature whatsoever (including actual reasonable attorney's fees) to the extent arising in whole or part from the Contractor's willful misconduct, negligence, or omission in provision of services or breach of this Agreement including, but not limited to, injuries of any kind which the staff of the Contractor or its subcontractor may suffer directly or may cause to be suffered by any staff person or persons in the performance of this Agreement, unless caused by the willful misconduct or gross negligence of the Indemnitees.

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

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

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

PAR. 13. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

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

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

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

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

referenced above, by the Contractor and/or any subcontractor or vendor of the Contractor.

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

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

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

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

PAR. 14. ASSIGNABILITY

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

PAR. 15. COPYRIGHTS

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

The Contractor agrees that no findings, listing, or information derived from information obtained through performance, as described in the Scope of Work in Addendum I with or without identifiers,

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

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

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

Should the deliverables or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Rights, RIDOH shall permit the Contractor at its option and expense either to procure for RIDOH the right to continue using the deliverables or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such deliverables or software by RIDOH shall be prevented by injunction, the Contractor agrees to take back such deliverables or software and make every reasonable effort to assist RIDOH in procuring substitute deliverables or software. If, in the sole opinion of RIDOH, the return of such infringing deliverables or software makes the retention of other deliverables or software acquired from the

Contractor under this Agreement impractical, RIDOH shall then have the option of terminating such agreements, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such deliverables or software and refund any sums RIDOH has paid the Contractor less any reasonable amount for use or damage.

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

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

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

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

PAR. 16. PARTNERSHIP

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

PAR. 17. INTEREST OF CONTRACTOR

The Contractor covenants that it presently has no pecuniary interest and shall not acquire any such interest, direct or indirect, without first disclosing to RIDOH in writing and then subsequently obtaining approval, in writing, from RIDOH, that would conflict in any manner or degree with the

performance of services required under this Agreement. The Contractor further covenants that no person having any such interest shall be employed by the Contractor for the performance of any work associated with this Agreement.

PAR. 18. FEDERAL FUNDING PROVISIONS

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

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

PAR. 19. FUNDING DENIED

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

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

PAR. 20. ACCESSIBILITY AND RETENTION OF RECORDS

The Contractor agrees to make accessible and to maintain all fiscal and activity records relating to this Agreement to state and/or federal officials, or their designated representatives, necessary to verify

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

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

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

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

PAR. 21. CAPITAL ASSETS

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

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

PAR. 22. COMPETITIVE BIDS

With the exception of services or products obtained for use in a leveraged environment, the Contractor

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

PAR. 23. SECURITY AND CONFIDENTIALITY

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

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

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

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

In accordance with this Agreement and all Addenda thereto, the Contractor will additionally receive, have access to, or be exposed to certain documents, records, that are confidential, privileged or otherwise protected from disclosure, including, but not limited to: personal information; Personally Identifiable Information (PII), Sensitive Information (SI), and other information (including electronically stored information), records sufficient to identify an applicant for or recipient of government benefits; preliminary draft, notes, impressions, memoranda, working papers and work

product of state employees; as well as any other records, reports, opinions, information, and statements required to be kept confidential by state or federal law or regulation, or rule of court ("State Confidential Information"). State Confidential Information also includes PII and SI as it pertains to any public assistance recipients as well as retailers within the SNAP Program and Providers within any of the State Public Assistance programs.

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

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

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

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

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

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

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

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

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

PAR. 24. AUDIT

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

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

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

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

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

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

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

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

PAR. 25. SEVERABILITY

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

PAR. 26. ON-SITE INSPECTION

The Contractor agrees to permit on-site monitoring, evaluation and inspection of all activities related to the Agreement by officials of RIDOH, its designee, and where appropriate, the Federal government. On-site inspections and monitoring shall be in accordance with 2 CFR § 200.328. All reports

pertaining to 2 CFR § 200.331, shall be maintained by the Contractor. The Contractor must retain any documents pertaining to changes requested from RIDOH or the Federal Government in accordance with 2 CFR § 200.333.

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

PAR. 27. DRUG-FREE WORKPLACE POLICY

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

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

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

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

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

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

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

PAR. 30. CHIEF PURCHASING OFFICER

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

PAR. 31. OWNERSHIP

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

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

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

OTHER. Notwithstanding anything to the contrary in this Agreement, the Contractor (i) will retain all right, title and interest in and to all know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used in performing the services hereunder which are based on trade secrets or proprietary information of the Contractor, are developed or created by or on behalf of the Contractor without reference to or use of the intellectual property of RIDOH or are otherwise owned or licensed by the Contractor (collectively, “tools”); (ii) subject to the confidentiality obligations set forth in this Agreement, will be free to use the ideas, concepts, methodologies, processes and know-how which are developed or created in the course of performing the services and may be retained by the Contractor’s employees in an intangible form, all of which

constitute substantial rights on the part of the Contractor in the technology developed as a result of the services performed under this Agreement; and (iii) will retain ownership of any Contractor-owned software or tools that are used in producing the developed software and become embedded therein. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights, except as otherwise expressly provided in this Agreement.

PAR. 32. FORCE MAJEURE

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

PAR. 33. RESERVED

PAR. 34. DISPUTES

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

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

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

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

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

PAR. 35. GOVERNING LAW

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

PAR. 36. WAIVER AND ESTOPPEL

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

PAR. 37. INSURANCE

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

PAR. 38. WORK REVIEWS

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

PAR. 39. BUSINESS CONTINUITY PLAN

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

PAR. 40. NOTICES

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

PAR. 41. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument. Execution may be effected

by delivery of facsimiles of signature pages and the parties will follow such delivery by prompt delivery of originals of such pages.

PAR. 42. AMENDMENTS

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

PAR. 43. SURVIVAL

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

PAR. 44. ADDITIONAL APPROVALS

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