



**Solicitation Information
June 6, 2017**

RFP# 7553505

TITLE: Rhode Island Works Vendor Services

Submission Deadline: August 1, 2017 at 10:00 AM Eastern Time (ET)

PRE-BID/ PROPOSAL CONFERENCE: Yes

MANDATORY: No

DATE: June 21, 2017 at 10:00 AM - 12:00 NOON

LOCATION: RI Department of Administration, 2nd floor- Conference Room A, One Capitol Hill, Providence, RI 02908.

Questions concerning this solicitation must be received by the Division of Purchases at david.francis@purchasing.ri.gov no later than **June 23, 2017 at 10:00 AM (ET)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: No

BOND REQUIRED: No

**David J. Francis
Interdepartmental Project Manager**

Applicants must register on-line at the State Purchasing Website at www.purchasing.ri.gov.

Note to Applicants:

Offers received without the entire completed three-page RIVIP Generated Bidder Certification Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

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SECTION 1: INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Department of Human Services (DHS), is soliciting proposals from qualified entities to provide individualized and family support services, job readiness, job placement, employment training and retention services, as well as integrated social and employment, childcare, transportation, and training services that improve the long term self-sufficiency for Rhode Island Temporary Assistance to Needy Families (TANF) customers, also known as Rhode Island Works (RI Works or RIW) customers, in accordance with the terms of this Request for Proposals and the State's General Conditions of Purchase, which may be obtained at the Rhode Island Division of Purchases Home Page by Internet at www.purchasing.ri.gov.

This solicitation invites new innovative and collaborative approaches to deliver an array of support and employment services to RI Works customers in an effort to improve their families' long-term economic well-being. The awarded vendor(s) as a result of this solicitation are expected to work seamlessly with other awarded vendors, DHS, and other state agencies. The organization and scoring of this RFP encourages responses that include collaborations between multiple vendors that demonstrate a holistic approach to improving outcomes for customers including:

1. Developing new solutions to increase living-wage employment
2. Providing a seamless customer experience by eliminating programmatic siloes
3. Strengthening performance strategies

The initial contract period will begin approximately October 2017 for one year. Contracts may be renewed up to four additional 12-month periods based on vendor performance and availability of funds.

This is a Request for Proposals, not an Invitation for Bid. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to price; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this Request, other than to name those offerors who have submitted proposals. There may be more than one successful response, and the award may be made to multiple responsive vendors in accordance with the terms of this RFP.

INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS:

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or Services Requested 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 vendor. The State assumes no responsibility for these costs.
4. Proposals are considered to be irrevocable for a period of not less than 180 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated 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, the official time and date shall be that of the time clock in the reception area of the Division.

7. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.
8. All proposals should include the vendor's FEIN or Social Security number as evidenced by a W9, downloadable from the Division's website at www.purchasing.ri.gov.
9. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.
10. Vendors 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 Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
12. Equal Employment Opportunity (G.L. 1956 § 28-5.1-1, et seq.) – § 28-5.1-1 Declaration of policy – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies to all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation.
13. In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the successful vendor(s).
14. The vendor should be aware of the State's Minority Business Enterprise (MBE) requirements, which address the State's goal of ten percent (10%) participation by MBEs in all State procurements. For further information visit the website www.mbe.ri.gov
15. Under HIPAA, a "business associate" is a person or entity, other than a member of the workforce of a HIPAA covered entity, who performs functions or activities on behalf of, or provides certain services to, a HIPAA covered entity that involves access by the business associate to HIPAA protected health information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits HIPAA protected health information on behalf of another business associate. The HIPAA rules generally require that HIPAA covered entities and business associates enter into contracts with their business associates to ensure that the business associates will appropriately safeguard HIPAA protected health information; therefore, if a Contractor qualifies as a business associate, it will be required to sign a HIPAA business associate agreement
16. In order to perform the contemplated services related to the Rhode Island Health Benefits Exchange (HealthSourceRI), the vendor hereby certifies that it is an "eligible entity," as defined by 45 C.F.R. § 155.110, in order to carry out one or more of the responsibilities of a health insurance exchange. The vendor agrees to indemnify and hold the State of Rhode Island harmless for all expenses that are deemed to be unallowable by the Federal government because it is determined that the vendor is not an "eligible entity," as defined by 45 C.F.R. § 155.110.

SECTION 2: PURPOSE

The purpose of this solicitation is to procure services for RI Works customers that encourage low-income individuals to obtain the skills and credentials needed to secure employment and/or increase their earnings-potential, leading to economic self-sufficiency. For the purpose of the RI Works program, economic self-sufficiency means that the RIW customer becomes gainfully employed and no longer requires cash assistance from the RIW program. DHS seeks vendors to provide holistic services for these customers, with specific emphasis on individualized supports necessary to move toward and achieve gainful employment or employment opportunities. Vendors must assist customers in identifying and overcoming various barriers that may prevent successful employment outcomes.

DHS seeks to provide essential services for RI Works families, assisting them in meeting their basic family needs, while at the same time providing parents with a range of work supports to help them prepare for, and access, the job market. Through this solicitation, DHS is seeking services to dramatically improve the long-term economic self-sufficiency for RI Works participants, particularly in the following areas:

1. ***Developing new solutions to increase living-wage employment –***

To achieve improved employment outcomes the Department is interested in new innovative and collaborative approaches for the delivery of an array of support and employment services to RI Works customers in an effort to improve their long-term economic well-being. DHS seeks services that can help customers prepare for, gain, and sustain quality employment at a living wage. This requires ensuring the customer is receiving training and support services for employment in fields that result in a living wage, not just minimum wage.

To achieve these outcomes, the Department anticipates the need for new programming to be developed, implemented and sustained. The Department is interested in programs that are presented with compelling evidence that the proposed program, new or continuing, will have a meaningful and observable impact on employment outcomes.

2. ***Providing a seamless customer experience by eliminating programmatic siloes –***

The Department seeks to reduce programmatic siloes by having RI Works programs coordinating and collaborating with each other as well as with other departments involved in workforce development. The goal is to establish a single, well-integrated experience for the customer in receiving the array of services for all their needs. This includes integrating the 2016 Workforce Investment Opportunity Act (WIOA) State Plan (see Appendix A for more information) in which Rhode Island is developing multi-pronged strategies to create career pathways to provide employment, education, training, and support services for individuals, particularly those with barriers to employment. A successful strategy will improve customers' individual capacities so they effectively compete in the labor market and achieve economic security for themselves and their families.

3. ***Strengthening performance strategies –***

DHS is interested in making a portion of provider payment contingent on customer success and more actively partnering with providers to monitor and improve performance. This approach requires frequent collaboration with the Department and other providers to rapidly identify and troubleshoot performance problems, drive ongoing accountability and performance improvements, and integrate learnings to reengineer service delivery. This sustained collaboration and attention on implementing best practices will drive better outcomes. DHS will work with vendors on methods to collect, manage and analyze data to establish performance indicators and show DHS approved outcome measures.

DHS requests proposals for each service component (see Services Requested). The Department is specifically looking for proposals to contain new, innovative services that assist customers in achieving the goal of economic self-sufficiency. Service providers need to offer an array of programming that meets the needs of all RIW customers. DHS encourages service providers to collaborate and offer proposals jointly (see Collaborative Approach under Technical Proposal).

In accordance with purchasing rules and regulations collaborative proposals must have one prime vendor, who will assume responsibility for all aspects of the work, and identify subcontractors and their scope of work. Once awards are granted, the prime vendor will be responsible to ensure that all service components are coordinated. This network of resources shall function as an integrated system of RIW support services. Primary vendors must provide a proposal with identified subcontractors or partners (see 7 under “instructions and notifications to offerors”) to ensure that proposals are comprehensive and team oriented.

The Department of Human Services administers the State’s cash assistance program for the poor, entitled Rhode Island Works (RI Works). The program is funded through the federal Temporary Assistance to Needy Families (TANF) program. Temporary Assistance to Needy Families was authorized under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Public Law 104-193), 45 CFR Part 260-263, and is a block grant to states. The program is designed to help needy families reach self-sufficiency within four distinct pillars: (a) assisting needy families so that children can be cared for in their own homes; (b) reducing the dependency of needy parents by promoting job preparation, work and marriage; (c) preventing out-of-wedlock pregnancies; and (d) encouraging the formation and maintenance of two-parent families. Authorized under RIGL § 40-5.2 et seq. (<http://law.justia.com/codes/rhode-island/2012/title-40/chapter-40-5.2>), RI Works largely mirrors TANF with regard to goals, activities, and policies. The overall purpose of the RI Works program is to improve the economic security of low-income families by providing services and opportunities that address their barriers; build their capacities; empower them to fully participate in work preparation activities; and help them secure and retain sustainable employment.

The Catalog of Federal Domestic Assistance (CFDA) title and number is 93.558. These funds are subject to requirements of Title IV-A of the Social Security Act as amended by Title IV-A of the Personal Responsibility and Work Reconciliation Act of 1996, PRWORA, P.L. 104-193. Award Name: Temporary Assistance for Needy Families (TANF) Program. Award Agency: Department of Health and Human Services, Administration for Children and Families.

Rules and Regulations

All proposals must comply with state and federal rules, code, regulations, policies and procedure. See authority to contract and below.

RIW Regulations

<http://www.dhs.ri.gov/Regulations/Rhode%20Island%20Works%20Program%202016.pdf>

RIGL § 40-5.2 et seq. <http://law.justia.com/codes/rhode-island/2012/title-40/chapter-40-5.2>

<http://www.acf.hhs.gov/programs/ofa/programs/tanf/laws-regulations>

Confidentiality and Protection of Public Health Information, Personally Identifiable Information, and Sensitive Information

All vendors will be required read and adhere to Attachment B - Confidentiality and Protection of Public Health Information, Personally Identifiable Information, and Sensitive Information. All vendors who bid are accepting to adhere to Attachment B, if that vendor is selected. If required by DHS, selected vendors shall execute a Business Associate Agreement with DHS.

Data Tool and Reporting

All vendors will be required to enter data into a DHS data tool. The data tool predominantly collects data in support of the RI Works “Work Participation Rate.” Vendors must enter data into the DHS data tool on a weekly basis and it should be up to date.

SECTION 3: BACKGROUND

The Rhode Island Department of Human Services, an agency within the Executive Office of Health and Human Services, is statutorily designated as the “single state agency responsible for administration and implementation of [The Rhode Island Works Program].” RI GL § 40-5.2-3.

DHS’ mission is to provide opportunity, working hand-in-hand with other resources in Rhode Island to offer a full continuum of services for families, adults, children, elders, individuals with disabilities, and veterans. Our goals are posted on the DHS website and this solicitation shall assist DHS in fulfilling its mission (<http://www.dhs.ri.gov/AboutUs/index.php>).

The purpose of the Rhode Island Works (RIW) Program is to assist families who have insufficient income to meet their needs for food, shelter, clothing, child care, and medical care. RIW provides parents who are unemployed or underemployed with both financial assistance and employment assistance so the adult member(s) of the family can enter or re-enter the workforce, with necessary supports, as quickly as possible. This shall include casework that includes employment planning and employment services, cash assistance, food assistance, child care subsidies and medical assistance for eligible children and families (RI DHS Policy 1400.15). The average monthly assistance is \$449 for a single parent family, \$554 for a two-parent family, and \$327 for a no-parent family. Recipients of this assistance make up approximately 1% of the Rhode Island population.

All RIW parents who receive cash assistance, and are not exempt, are required to develop and comply with an employment plan. The employment plan prepares the parent, through an array of services, to develop skills that can lead to successful employment as soon as possible. DHS seeks proposals that identify pathways to success by including a holistic approach of employment related and support activities that culminate in employment and economic self-sufficiency. This objective may be accomplished through an expanded array of employment, education, and/or training services. Please refer to TANF rules and regulations on appropriate work activity categories:

<http://www.dhs.ri.gov/Programs/Rhode%20Island%20Works%20Program%202016.pdf>.

More information can also be found in Appendix B.

As of February 2017, there were 4,673 families involved with the RI Works program: 2,598 single parent families, 241 two parent families, and 1,834 no parent or child-only families. RI Works parents are required to participate in employment preparation activities and must do so for a minimum number of hours per week on average for the month, per Federal TANF regulations. DHS recognizes that in some cases, additional supportive services are needed to prepare an individual to participate and sustain participation in appropriate work activities. This solicitation seeks vendors who take a holistic approach to helping our customers resolve and/or address those barriers to sustained engagements in employment readiness and training activities that lead to employment.

Rhode Island’s work participation rate (WPR) has been among the lowest in the nation: in the State of Rhode Island Budget the WPR for RI Works was reported as 10.5% for federal fiscal year 2015¹, compared to a federally compiled national average of 33.7% for the same time period². Despite prior improvement initiatives, work participation in RI grew by only 1.3 percentage points between FFY 2013 and FFY

1 State of Rhode Island Budget Proposal FY2017

2 <https://www.acf.hhs.gov/sites/default/files/ofa/wpr2015table01b.pdf>

2015.³As of February 2016, data indicates that approximately 13% of this population is actively engaged in employment preparation activities at the required levels. DHS seeks to increase the number of customers participating in appropriate and strategically sequenced employment preparation activities, which have an increased likelihood of leading to successful employment outcomes. A detailed description of WPR and the activities that count towards WPR can be found in Appendix B.

Goals and Objectives for RI Works Redesign

Over the past several years, DHS has been in the process of redesigning the delivery of the RI Works program. Key strategies of the redesign efforts include:

Strategies

- Utilize labor statistics for high demand occupations with career pathways.
- Improve the economic security of RIW families by providing individualized services and opportunities that address their barriers, through targeted case management.
- Provide life skills training such as financial literacy, time management, computer literacy and dressing for success.
- Empower parents to fully participate in required activities to build their capacities.

Within the redesign process, DHS strives to adjust how it makes referrals to service providers and better match customer needs to the right services at the time of need. In December 2016, DHS hosted a LEAN event to work with RIDE, DLT, ORS, and SNAP to identify areas of improvement for customers as they work with various state agencies while on their career pathway. In the winter of 2018, the RI Works intends to co-locate within the DLT One Stop in Providence. In addition, DHS is actively working on integrating WIOA initiatives into RIW; this work in collaboration with the Governor's Workforce Board, DLT, RIDE, ORS, and both of the Workforce Investment Boards in RI.

Performance Metrics and Collaboration

DHS intends to move toward performance-based contracts through this solicitation. The goal is to tie services to expected outcomes and pay vendors for achieving an agreed upon benchmark of these outcomes. The Department is aware that this shift requires vendors to plan differently for expenses, improved data collection and analysis, as well as continuous collaboration to ensure that realistic standards are being set, tracked and achieved. It is the Department's intention to use the initial year of this contract to establish the basis of performance-based payments, specifically timely and accurate invoicing, data collection and reporting. In subsequent renewal years, the Department will work with vendors to establish performance metrics and benchmarks that will transition performance-based payments from business process measures to customer outcome measures.

DHS seeks proposals that establish performance metrics that inform the management of the RI Works program and metrics that help DHS understand when vendors achieve success with our customers. These measures will inform the data collection and reporting that the Department will require to be in compliance and achieve full payment of a performance-based contract. This data will in turn inform future metrics and benchmarks for performance-based contracts. DHS will consider incentives that encourage vendors to develop services for the DHS customer population with the most needs and/or barriers to success. These incentives will be aligned with DHS's goal of improving family economic security by preparing parents to obtain and retain employment.

DHS is also seeking to align its goals with the ongoing developing of the WIOA state plan. The primary indicators of WIOA include:

- Document of how many participants enroll and finish the program;
- Employment status six months and one year after exiting the program;

³ State of Rhode Island Budget Proposal FY2017

- Salaries six months after exiting the program; and
- Post-secondary diplomas or certificates obtained after leaving a program.

In addition to the indicators of WIOA the Department anticipates utilizing the following outcome measures to assess vendors' performance.

- Increase the number of parents securing and retaining meaningful employment to obtain economic self-sufficiency.
- Increase the number of customers who are employable due to educational enhancement or skills acquisition.
- Increase the number of TANF teen parents who graduate from high school or complete GED programs (specifically for Component 2: Youth Services).
- Increase the number of TANF families who access high quality child care, to promote the well-being of RIW children and reduce the number of families in unstable housing.

Vendors are encouraged to demonstrate how they will collect, manage and analyze other performance indicators and outcome measurements other than employment including but not limited to:

- Successful completion of a credential/certificate program for education or training,
- Educational level advancement as a result of services,
- Successful barrier remediation for our customers who have the greatest needs (e.g., those with very low levels of education, mental health barriers, etc.),
- Skills training completion,
- Number of interviews attended by customers,
- Internships or community service opportunities attended by the customer.

DHS seeks vendors prepared to actively and regularly collaborate with the Department and other service providers to enhance accountability, improve results, and adjust service delivery based upon learning what strategies best work for engaging RIW customers. Key characteristics of such organizations include sound management practices, stability in personnel, a robust infrastructure for collecting and analyzing data, and a commitment to continuous learning and innovation.

SECTION 4: SCOPE OF WORK

This section describes the Services Requested, as requested by DHS. Vendors must submit a technical proposal and cost proposal for **EACH** component the vendor opts to bid on. Each bid response must address the needs of all RI Works customers for the component, and/or target a specific subset of the RIW population that the vendor is best equipped to serve. DHS encourages service providers to collaborate and offer proposals jointly (see Collaborative Approach under Technical Proposal).

Vendors are asked to consider responding to the service components that build strategic pathways to employment for DHS customers by including workforce development opportunities through WIOA, Real Jobs Rhode Island, the Network RI system and state employment initiatives, as well as foundation skills through Rhode Island Department of Education (RIDE), DLT, and other state agency funded programs.

Target Population

In February 2017, there were 4,673 active cases in the RI Works program. Please see Appendix E for a full demographic breakdown of RI Works. Through this solicitation DHS aims to secure services, support networks, and resources for families who are active in RI Works.

Parents receiving cash assistance may face various barriers to employment and self-sufficiency including homelessness, low literacy, limited English, domestic violence, mental health needs, substance use, criminal background, disability, care of a family member with a disability, immigration issues, behavioral health, lack of training, limited education, and others. DHS seeks responses that demonstrate how service providers will identify and address these types of barriers.

The Rhode Island Kids Count Factbook also catalogues information about the State's population, its economic well-being, education, and family and community data, and is available online at <http://www.rikidscount.org>.

Service Components

In this solicitation, DHS seeks proposals for services and supports in the below four service components (see Appendix C for full descriptions). These service components comprise the full array of services on the pathway to employment needed to serve the needs of our RI Works population. Some customers will require extensive service interventions and others require less intensive services to prepare for employment. Customers may require services from all or just some of the components at one time and/or throughout their engagement with DHS. The Department is looking for service providers to respond to each component they offer separately to address the specific customer and programming needs and how they will work as part of the larger service array to ensure the customer is receiving the full spectrum of services necessary for success. Service providers may be contracted to serve an individual component, the full array or various components a la carte. DHS is seeking proposals that demonstrate strategic pathways to employment for our customers who present a diverse set of needs. DHS seeks services within the following four components:

Pathways to Employment Service Array			
Component 1	Component 2	Component 3	Component 4
Supportive Services	Youth Services	Vocational Training	Job Readiness, Employment, Retention

The career pathway planning for each individual shall have several components. Some customers will require services from all four components, and other will require services from one or just a few of the four components. The following sections identify expected outcomes, services and vendors' goals within each service component. If there are additional performance metrics and outcomes that vendors use data to

gauge their own success while serving target populations, vendors are encouraged to include these in its proposal.

Component 1: Supportive Services

DHS customers overcome barriers that would otherwise prevent them from gaining long-term employment and economic self-sufficiency. Supportive services could include, but are not limited to, mental health services, substance abuse services, and housing stabilization. These are typically services customers need to assist them and their families to overcome barriers to employment; these barriers are in addition to traditional employment barriers (i.e. transportation and child care).

Vendors responding to this component will provide or connect customers to intensive case management, and guide them through challenges toward their individual pathway to economic self-sufficiency. In addition, vendors are also asked to provide comprehensive services that address the individualized needs of each RIW customer and their families, emphasizing any barriers to education, training and employment in order to ensure individual pathways to economic self-sufficiency. (See Appendix C for full descriptions)

Component 2: Youth Services

Approximately 6.1% of parents on RI Works are under the age of 20. The goal is to provide services to parenting and/or pregnant teens to obtain long-term employment and economic self-sufficiency through comprehensive services including housing evaluations, parenting skills and pregnancy prevention.

Vendors responding to this component will provide coaching and mentoring services to place youth on a path to employment and self-sufficiency. Parenting and pregnant teens need intensive services to be successful in parenting, obtaining GED, high school diploma, job training and/or career advancement. Additionally, time management, mentoring supports and flexibility must be addressed when discussing proposals with youth who are currently parenting and/or pregnant. Barriers such as transportation and child care should be addressed for this population (i.e. child care for newborns).

In addition, Vendors will provide services to the youth of Rhode Island that are considered “at risk” for becoming teen parents. This may include outreach to youth programs, discussions with youth at schools, and innovative proposals to address teen pregnancy prevention. (See Appendix C for full descriptions)

Component 3: Vocational Training

DHS customers should be participating in and completing vocational training in areas identified as high growth industries emerging in Rhode Island in order to obtain long-term employment and economic self-sufficiency. This includes knowing the current and future job market in Rhode Island, working with those industries and employers, offering or identifying appropriate training programs and matching customers with training programs.

DHS is looking for an entity to coordinate and collaborate with training vendors across the state to provide comprehensive services to RI Works customers. This entity would also do intensive case management with RI Works customers to achieve measurable gains and employment for this population. See Collaborative Approach for more details.

Vendors must explain how they identify high-growth industries and focus on working collaboratively with those industries and employers to identify specific job trainings and potential career pathways. Vendors must also explain what they do after a high-growth industry is identified vendors may (1) develop specialized short-term training to provide that knowledge, skills and abilities to DHS customers, and (2) create accelerated learning and contextualized content to help

more customers acquire a short-term, post-secondary certificate or credential leading to employment in the identified high growth areas. (See Appendix C for full descriptions)

Component 4: Work Readiness, Employment, and Retention

Working with DHS customers who are work ready to acquire the skills necessary to obtain and retain unsubsidized employment, ultimately resulting in economic self-sufficiency. This includes working with customers on resumes, applications, interview skills, job search and building work experience. DHS currently focuses on job search and on the job training, the Department would like to continue those services and expand programming for community service and employment.

Vendors must showcase how they will collaborate with other state workforce programs and conduct outreach with employers to market program participants. Vendors must maintain an adequate network of employers to identify and develop job opportunities for DHS customers statewide. Outreach efforts shall include face-to-face meetings to introduce the program to employers and post placement site visits to monitor progress. Job market analysis must be done statewide to assess jobs available that would provide a sustainable wage.

Once employment is obtained, vendors will have a plan to support employment retention. This will include case management services, post-employment services, counseling and monitoring customer progress and identifying and coordinating services designed to promote job retention. In some cases, intervention with the customer and an employer may be warranted to salvage employment. Collaboration with other vendors is expected to make this component successful. This can include innovative employment retention and advancement strategies and the services and benefits that will be offered to customers. Because similar retention issues affect customers throughout engagement in work activities, the job retention strategy and approach should begin at intake and continue for six months / one year following TANF exit for employment. (See Appendix C for full descriptions)

Programming

The Department is interested in programs that are presented with compelling evidence that the proposed program, new or continuing, will have a meaningful and observable impact on employment outcomes. These meaningful and observable impacts on employment may be indirect, for example increased access to reliable and affordable childcare allows a parent to attend job training programming that ultimately supports the outcome goal of employment. DHS seeks to procure services so sufficient programming is available statewide.

The Department is especially interested in vendors proposing new innovative programming that includes plans on how they will be developed, implemented and sustained. The Department understands that there are operational and financial barriers to starting up new programming. Please explain in any description of new programming the amount of time anticipated to start up new programming (i.e. train staff) and the length of time needed to assess the potential impacts of new programming. If there are start-up costs necessary to implement new, evidence-based, programming; please include those in your budget proposal and narrative.

Collaborative Approach

The goal of the collaborative approach is to provide a seamless network of resources to the RIW customers and their families. When vendors bid collaboratively, the RIW customer and their families will have access to that network of resources. This will provide a wide array of uninterrupted services to the RIW population.

The collaborative approach can be presented several different ways, including but not limited to, the following examples.

Example 1, Hub Approach: One vendor (the prime vendor) could be the hub, providing intensive case management to the RIW customers for the specific component. The prime vendor would coordinate all services with the subcontractors, who deliver the services. Subcontractors would provide the service delivery; the hub would coordinate data collection, and identify the next steps to best serve the customer on their pathway to success.

Example 2, Regional Approach: This approach enables collaboration at a local level between service providers to better meet the need of RIW clients and their families in that region. One vendor is selected as the prime vendor to coordinate service provided in a specific region.

Example 3, Horizontal Approach: This approach identifies service providers with like customers to provide an array of services. One prime vendor partners with other providers, all vendors provide services to the customers.

Collaborative bids are permitted and highly encouraged to respond to this RFP together. While vendors may propose to provide one service component, applicants are strongly encouraged to collaborate and propose bundled services for multiple components.

Each bid must clearly list the primary vendor with clearly identified subcontractors or collaborators, see #7 under “instructions and notifications to offerors.” For the purpose of this RFP and the resulting contracts, the primary bidder will hold the award and contract. All collaborators or subcontractors would work with the primary bidder to ensure all services are performed in accordance with the primary bidder’s contract.

The “Technical Proposals” shall contain specific plans and examples of how service providers will collaborate with other vendors to offer customers the full array of services, potentially from multiple components, they need. If you are submitting multiple service components, also describe how you will provide high quality services across components within your organization for customers. Proposals that document existing high-functioning partnerships and/or the capacity to develop high-quality new working relationships, as well as strategies to establish mutual accountability for achieving successful implementation of these components will be graded accordingly.

Performance Metrics

DHS intends to move toward performance-based contracts through this solicitation. The goal is to tie services to expected outcomes and pay vendors for achieving an agreed upon benchmark of these outcomes. DHS seek proposals that establish performance benchmarks that inform the management of the RI Works program and metrics that help DHS understand when vendors achieve success with our customers. Vendors should demonstrate how they will collect, manage and analyze performance indicators and outcome measurements.

SECTION 5: TECHNICAL PROPOSAL

The technical evaluation will be scored by each component. Each component will only be scored against the responses to that component. For example, Component Two Youth Services will have the technical evaluation and cost evaluation scored against the other Component Two responses. Component Two will not be compared to or scored against any other component.

The state reserves the right to award each component to one vendor or several vendors depending on the need of the DHS. All considerations will be made in the best interest of the state. The state's sole discretion will be used when deciding the amount of vendors needed for each component.

Technical Evaluation Requirements

Vendors must submit a technical proposal and cost proposal for **EACH** component the vendor wishes to bid on. If vendors want to bid on all four components, they will have to submit four technical proposals and four sealed cost proposals. Again, vendors are encouraged to submit collaborative proposals with one prime vendor and identified subcontractors to be able to more fully assist customers (across the service array and across the state). Each proposal should be tailored to the specific goals, outcomes, services and population of the service component you are submitting for. This should include everything from staff qualifications and experience with specific populations to which performance metrics are best suited for different programs. For example, when we are talking about "Youth Service", childcare is typically needed for infants and needs to be easily accessible by public transit. Each technical proposal is limited to twenty (20) pages, 12-point font, with one-inch margins.

1. Staff Qualifications:

Provide critical staff job summaries and qualifications. Highlight the experience of critical staff who will be involved in this project, including their experience in the specific component and their experience working with DHS customers. Demonstrate staff stability. If planning to hire, explain requirements or background desired for those future staff and how you plan on attracting applicants that meet these requirements. Full resumes are not required.

2. Collaboration, Capacity, and Qualifications of the Vendor

Please provide a detailed description of the vendor's abilities to serve DHS customers in the following areas:

2.1. Collaboration: See "Collaborative Approach" above.

- 2.1.1. Explain how your organization plans to bundle services or collaborate with other service providers and/or vendors to ensure that customers are receiving the full spectrum of services needed.
- 2.1.2. How will vendors collaborate with multiple State agencies? All with different data systems and requirements? (See Appendix A: WIOA)

2.2. Capacity: Describe what will be provided by the vendor to ensure customers can access proposed services and vendor can respond quickly to customer needs.

- 2.2.1. Each vendor may be asked to co-locate with DHS at either a field office or one-stop-service center. Provide a plan for co-locating with DHS. How often would the vendor be available for each DHS location (current or new)? How can the vendor use the co-location to best assist DHS customers in achieving the desired DHS outcomes?
- 2.2.2. What is the vendor's capacity (how many customers can you serve annually)? What DHS locations will the vendor service? If DHS asks the vendor to service more locations, is that possible? How will the vendor service the locations of all DHS customers?
- 2.2.3. Can the vendor serve non-English speaking customers? How will the vendor address customer language barriers? Current DHS data shows that approximately 14% of the total RIW heads of household population are non-native English language speakers.

- 2.3. **Qualifications:** Describe the background the vendor has in this component. Describe the success for the work previously completed by the vendor.

3. **Work Plan**

Please describe in detail, the framework where the vendor plans on completing all specific activities / tasks listed under the component. At minimum, the following must be included:

- 3.1. Provide a comprehensive work plan for the component.
Detail specific methods and anticipated timelines to select, enroll, and retain program customers; and manage referrals.
- 3.2. How will the work plan be adjusted to address all RIW customers?
Provide a plan for each of the following populations:
 - 3.2.1. Those with signification barriers and/or demonstrating the most need with the most barriers.
These multiple barriers are typically the most challenging, and prevent this population from achieving economic self-sufficiency.
 - 3.2.2. The family of the DHS customer.
- 3.3. How will referrals or transfers occur so that RIW customers are not being “lost”? Vendors are responsible for customer success. How will the vendor make sure customers are engaged even when plans are being approved or activities are ending and transitioning into the next component?
- 3.4. How will the vendor evaluate the RI market for job and/or trainings? Outside of DLT’s website, how will the vendor work with other state agencies, employers, or internal groups to ensure that market analysis is ongoing and current?
- 3.5. How will the vendor counsel/advise parents regarding the impact of employment earnings on their current benefits, such as, RI Works, SNAP, Rite Care, subsidized housing, EITC, versus the economic benefits of work? How will the vendor assist the customer in transitioning off of benefits?
- 3.6. Apart from a bus pass, can the vendor provide transportation services for the customers? Transportation is one of the largest barriers to customer success. What plan does the vendor have to engage all DHS customers in order to overcome transportation barriers?
- 3.7. How will the vendor assist the clients with childcare services? Childcare is another large barrier for customer success. What plan does the vendor have to engage all DHS customers in order to overcome the childcare barrier?

4. **Approach/Methodology**

Define the methodology to be used for the overall component; highlight how you as a vendor are best prepared to work with the DHS customer within the contracted time and on budget. Identify the approach for this project so that the funds are used efficiently and used to best assist the DHS customer.

- 4.1. How will the vendor engage with DHS customers and address the “no show” population that needs to be served and tracked? How will you incentivize participation? How will you re-engage that population?
- 4.2. How will the vendor use data to measure the achievements of the DHS customer? How will the vendor customize data and reporting for the needs of the customer or the DHS?

5. **Performance/Outcome Evaluation**

- 5.1. What data indicators and metrics will you use to evaluate the success of your services? Please provide a clearly defined metric(s) (the performance measure), measurement methodology, and description of the data source.
- 5.2. How flexible will the vendor be to adjust their plan/approach/method if DHS customers are not experiencing measurable success?

SECTION 6: COST PROPOSAL

Each solicitation must be accompanied by an individualized cost proposal and budget that is seal separately from the technical proposal. DHS anticipates economies of scale for proposals that are bundled. The use of incentive points for multiple passing proposals hopes to capture and reward for some of the benefits of those economies of scale. For new programs that you are requesting start-up costs for you must present a detailed budget and budget narrative explaining the costs. Must use the budget provided in excel in Attachment B - Budget. Please also provide a budget narrative that must answer the questions below. The budget narrative should not exceed five pages.

Appendix D provides historical spending amounts for the RI Works programming. This should help vendors gauge the total amount of services the Department is seeking. DHS is looking for new, innovative programs and understands that there can be one-time start-up costs associated with new programming. If you are proposing new programming that requires start-up costs, you must spell out what those costs are and write a short budget narrative explaining and justifying those expenses. Identify any costs that are on-going or that will exist after the “start-up” period is over.

Proposals will be reimbursed per a percentage and paid based on either performance measures or outcome measures for the remaining percentage. DHS seeks proposals that align provider compensation with one or more of the outcomes outlined in this RFP, are based on performance levels justified by evidence in the Technical Proposal, and have metrics tied to existing or proposed data elements.

Budget and Narrative

- 1.1. Present a detailed line-item budget that proposes costs charged to DHS for services not direct-billed to other entities. DHS seeks proposals that are credible, cost-efficient, and reasonable for the number of customers and families the offeror proposes to serve. A template for budget preparation is provided in Attachment B. Budgets shall specifically address each of the following elements:
 - 1.1.1. All direct and indirect costs associated with service delivery, including but not limited to, wages, overhead, and general and administration.
 - 1.1.2. Describe in detail the volume (number of customers) the proposal assumes to serve.
 - 1.1.3. Total amount anticipated to be charged to the Department for the volume and expected performance assumed.
- 1.2. Present a detailed, specific budget narrative that explains the basis and rationale for costs proposed. Budget narratives shall, at a minimum specifically address each of the following elements:
 - 1.2.1. Structure of costs proposed, including unit of payment, and rationale and benefits for each structure.
 - 1.2.2. Justification for each allocated cost, including but not limited to allocation of staff time.
 - 1.2.3. Methods and procedures used to calculate overhead and general and administrative.
 - 1.2.4. Methods and procedures used to allocate direct and indirect costs.
 - 1.2.5. Compliance with allowable expenses.
- 1.3. Optional – Description of any start-up costs requested including, but not limited to the basis and rationale for the line item costs requested as well as plans for ongoing support and maintenance of new programs.

The basis for the pay for performance payment will be decided by the best interest of the state. The state has the right to modify, change or substitute the pay for performance basis of payment based on the best interest of the state.

SECTION 7: 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 Proposals must receive a minimum of 45 (75%) out of a maximum of 60 technical points. Any technical proposals scoring less than 45 points will not have the cost component opened and evaluated. The proposal will be dropped from further consideration.

Proposals scoring 45 technical points or higher will be evaluated for incentive points and then cost points. The incentive category will be assigned up to a maximum of 10 points. The cost category will be assigned up to a maximum of 30 points. The potential maximum score for each component is 100 points.

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

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

Criteria	Possible Points
Staff Qualifications	5 Points
Collaboration, Capacity, and Qualifications	10 Points
Work plan	20 Points
Approach/Methodology	20 Points
Performance Outcomes	5 Points
Total Possible Technical Points	60 Points
Total Possible Incentive Points*	10 Points
Total Possible Cost Points Cost calculated as lowest responsive cost proposal divided by (this cost proposal) times 30 points **	30 Points
Total Possible Points	100 Points

***INCENTIVE POINTS**

The holistic and/or comprehensive approach to services is integral to the success of the DHS customer. If one vendor submits multiple components and two or more of the technical proposals pass the technical proposal threshold, incentive points will be added. These incentive points are also meant to serve as a way to give points in the scoring process that could account for the economies of scale that may be achieved from one vendor contracting for multiple components. Technical proposals are considered passing if they are scored with 45 or more points. All passing technical proposals are allowed to move on for a cost proposal review. If one vendor has multiple bids passing the technical evaluation, then incentive points will be provided as follows:

- Vendor submits 2 passing technical proposals, that vendor will receive 3 incentive points for each component.
- Vendor submits 3 passing technical proposals, that vendor will receive 6 incentive points for each component.
- Vendor submits 4 passing technical proposals, that vendor will receive 10 incentive points for each component.

Example:

If “Vendor ABC” enters one master bid packet with three component bids (3 technical bids and 3 sealed cost bids), Vendor ABC could be eligible for incentive points. The technical bids for Vendor ABC would be graded and scored according to the technical evaluation. An example follows:

- Component One: Technical Score 52.5, Passes Technical Score
- Component Two: Technical Score 47.5, Passes Technical Score
- Component Four: Technical Score 44.0, Fails Technical Score

Because two components passed the technical score, incentive points will be applied; see below:

- Component One: 3 Incentive Points are added to the component one’s score, the score for Vendor ABC’s component one is now 55.5 (52.5 from technical + 3 incentive points = 55.5).
- Component Two: 3 Incentive Points are added to the component two’s score, the score for Vendor ABC’s component two is now 47.5 (47.5 from technical + 3 incentive points = 50.5).
- Component Four: Component four did not pass the Technical evaluation; no incentive point will be given; the cost proposal will not be opened, and this component will not continue.

**** Cost Formula**

The Low bidder for each component will receive one hundred percent (100%) of the available points for cost. Bids will be assessed on their costs per person. All other bidders will be awarded cost points based upon the following formula:

(low bid / vendors bid) * available points

For example: If the low bidder (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly cost and service fee and the total points available are Thirty (30), vendor B’s cost points are calculated as follows:

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

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

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

SECTION 8: PROPOSAL SUBMISSION

Questions concerning this solicitation may be e-mailed to the Division of Purchases at david.francis@purchasing.ri.gov no later than the date and time indicated on page one of this solicitation. Please reference **RFP # 7553505** on all correspondence. Questions should be submitted in a Microsoft Word attachment. Answers to questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information. If technical assistance is required to download, call the Help Desk at (401) 574-8100.

Offerors are encouraged to submit written questions to the Division of Purchases. **No other contact with State parties will be permitted.** Interested offerors may submit proposals to provide the services covered by this Request on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases, will not be considered.

Responses (**an original plus five (5) copies**) should be mailed or hand-delivered in a sealed envelope marked "**RFP# 7553505 Rhode Island Works Vendor Services**" to:

RI Dept. of Administration
Division of Purchases, 2nd floor
One Capitol Hill
Providence, RI 02908-5855

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 Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed or emailed to the Division of Purchases will not be considered. The official time clock is in the reception area of the Division of Purchases.

RESPONSE CONTENTS

Responses shall include the following:

1. One completed and signed three-page R.I.V.I.P generated bidder certification cover sheet (included in the original copy only) downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov.
2. One completed and signed W-9 (included in the original copy only) downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov.
3. **A separate Technical Proposal** describing the qualifications and background of the applicant and experience with and for similar projects, and all information described earlier in this solicitation. The Technical Proposal is limited to twenty (20) pages in a font no smaller than 12 point.
4. **A separate, signed and sealed Cost Proposal** using the budget pages provided in Attachment B: Budget include the cost narrative in the sealed bid.
5. In addition to the multiple hard copies of proposals required, Respondents are requested to provide their proposal in **electronic format (CD-ROM, disc, or flash drive)**. Microsoft Word / Excel OR PDF format is preferable. Only 1 electronic copy is requested, and it should be placed in the proposal marked "original".

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 offerors 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>

Appendix A: Workforce Investment Opportunity Act (WIOA)

As part of the 2016 Workforce Investment Opportunity Act (WIOA) State Plan, Rhode Island is developing multi-pronged strategies to create career pathways to provide employment, education, training and support services for individuals, particularly those with barriers to employment, so they can improve their individual capacities and effectively compete in the labor market so as to achieve economic security for themselves and their families.

Through this RFP, DHS is soliciting proposals that support this strategy to help individual residents of the state become more competitive in the labor market and better able to obtain employment in the industries driving the state's economy. The vision of Rhode Island is a state in which the talent of each Rhode Islander, including individuals with barriers, is recognized as a contribution to the economic growth of Rhode Island.

DHS seeks to increase available and innovative opportunities by creating better mechanisms for individuals to participate in available opportunities that exist within the workforce development network.

Within the following service components DHS is seeking proposals that consider our WIOA state plan definition of career pathways (<http://www.dlt.ri.gov/wio/>) including:

- Aligns with the skill needs of industries in the economy of the state or regional economy involved;
- Prepares an individual to be successful in any of a full range of secondary or postsecondary education options, including apprenticeships registered under the Act of August 16, 1937;
- Includes counseling to support an individual in achieving the individual's education and career goals;
- Includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- Organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;
- Enables an individual to attain a secondary school diploma or its recognized equivalent, and at least 1 recognized postsecondary credential; and
- Helps an individual enter or advance within a specific occupation or occupational cluster.

Appendix B: Work Participation Rate (WPR) Countable Activities

The WPR is a process measure showing whether recipients were present at countable activities for the required number of hours. It does not measure whether these activities increased the participants' employability or earnings. In order to receive credit towards the WPR, states must monitor and document all hours of participation. As a result, caseworkers must devote significant effort to verifying participation hours rather than on assisting families. There is no "partial credit" — for instance, states receive no credit for someone who participates fully for three weeks in a month but misses most of a fourth week due to a sick child or other crisis.

The list of countable activities emphasizes work and work experience and limits the extent to which education and training and activities to remove barriers to employment can be counted. For this reason, TANF is often described as having a "work first" orientation.

States are permitted to assign recipients to different activities than those that are federally countable, allow them to participate for fewer hours, or exempt them from participation entirely. However, if a state exempts recipients from participation or modifies their work requirements, that does not remove them from the WPR. As a result, many states mandate participation in countable activities for all or nearly all recipients.

According to a separate requirement, 90 percent of two-parent families must be engaged in countable work activities for 35 combined hours a week between the two parents (55 combined hours if they receive child care subsidies). There is widespread agreement that this rate is not realistic given the significant barriers to employment faced by the small number of two-parent families who receive cash assistance. In the most recent year for which data are available, nearly half of states reported serving no two-parent families with TANF or state MOE funds. Many of these states have chosen to serve two-parent families with state funds not counted toward the MOE requirement, while others do not offer such families cash assistance at all.

Countable Activities

The federal law lists 12 categories of countable activities.

Nine of these are so-called "core" activities, which can be counted for all hours of participation:

- Unsubsidized employment;
- Subsidized private sector employment;
- Subsidized public sector employment;
- Work experience;
- On-the-job training;
- Job search and job readiness assistance;
- Community service programs;
- Vocational educational training, for up to twelve months; and
- Providing child care services to an individual who is participating in a community service program.

Three activities can only be counted when combined with at least 20 hours per week (averaged across a month) of a core activity, and are referred to as "non-core" activities:

- Job skills training directly related to employment;
- Education directly related to employment; and
- Satisfactory attendance at secondary school or in a course of study leading to a high school equivalency certificate.

In addition, teen parents (under age 20) may be deemed as participating if they maintain satisfactory attendance at secondary school or the equivalent or participate in education directly related to employment for at least 20 hours per week during the month.

Source: <http://www.clasp.org/resources-and-publications/publication-1/TANF-101-Work-Participation-Rate.pdf>

Appendix C: Service Components

Component 1: Supportive Services	
Goal	Provide or connect customers to intensive case management, and guide them through challenges toward their individual pathway to economic self-sufficiency. In addition, vendors are also asked to provide comprehensive services that address the individualized needs of each RIW customers and their families emphasizing any barriers to education, training and employment in order to ensure individual pathways to economic self-sufficiency.
Expected Outcomes	DHS Customers overcome barriers that would otherwise prevent them from gaining long-term employment and economic self-sufficiency. While overcoming barriers, customer progress will be measured by using data related to completion rates for training, classes, and/or skill labs where they receive individualized skills to assist them on their pathway to long-term employment and economic self-sufficiency. In addition, DHS will measure the success of transitioning to work activities once barriers are stabilized.
Potential Services	<p>RI Works families need a wide array of services in order to move toward employment including, but are not limited to:</p> <p><u>Mental Health Services</u> – includes how vendors will assess the RIW customer. Responses should include the official types of assessments and list of services to be provided.</p> <p><u>Substance Abuse Services</u> – includes how vendors will assess the RIW customer. Responses should include the official types of assessments and list of services to be provided for prevention.</p> <p><u>Housing Stabilization</u> – includes how vendors intend to provide case management services for RI customers who do not fit the HUD definition of homeless and list the services to be provided to prevent future homelessness. Special consideration for the support needs of customers who are self-described as disabled, and those individuals who are awaiting a SSI decision must be included.</p> <p>DHS customers need skills in order to succeed in their own economic self-sufficiency. This may include financial literacy, time management, computer literacy, interviewing skills including dressing for success, life coaching, career pathways, and career coaching.</p>
Population	This could include all customers within the RI Works program, but it likely to be a subset that identifies as having significant barriers to employment.

Component 2: Youth Services	
Goal	Provide comprehensive services to assist youth with obtaining their high school diploma or GED. Parenting and Pregnant teens will receive intensive services to ensure they receive their high school diploma or GED, participate in job training and/or career advancement with the goal of placing youth on a path to employment and self-sufficiency. The barriers of transportation and childcare should be addressed within this component. Additionally, time management, mentoring supports and flexibility must be addressed when discussing proposals with youth who are currently parenting and/or pregnant.
Expected Outcomes	(A) Pregnancy prevention outreach to at risk teens supports a drop in teen pregnancies in Rhode Island, (B) RI youth who are currently parenting and/or pregnant receive support services to ensure a healthy family, and (C) Education and/or training will enable the parent to obtain long-term employment and economic self-sufficiency.
Potential Services	Provide parenting and or pregnant teens with comprehensive services, housing evaluations, parenting skills and pregnancy prevention. Parenting and pregnant teens without stable housing may require intensive housing services. Vendors should collaborate with the Department of Health, family visiting programs, and provide intensive case management.
Population	Approximately 6.1 percent of parents on RI Works are under the age of 20.

Component 3: Vocational Training	
Goal	<p>DHS is looking for an entity to coordinate and collaborate with training vendors across the state to provide comprehensive services to RI Works customers. This entity would also do intensive case management with RI Works customers to achieve measurable gains and employment for this population. See Collaborative Approach for more details.</p> <p>Vendors must identify high-growth industries and focus on working collaboratively with those industries and employers to identify specific job trainings and potential career pathways. When a high-growth industry is identified vendors may (1) develop specialized short-term training to provide that knowledge, skills and abilities to DHS customers, and (2) create accelerated learning and contextualized content to help more customers acquire a short-term, post-secondary certificate or credential leading to employment in the identified high growth areas.</p>
Expected Outcomes	<p>DHS Customers will participate in and complete vocational training in areas identified as high growth industries emerging in Rhode Island. Completion of a training enables customers to obtain long term employment and economic self-sufficiency.</p>
Potential Services	<p>The vendor must work with DLT, DHS, ORS and other state agencies to conduct regular workforce or market analysis to review the current and future job market in Rhode Island. The vendor is responsible for identifying vocational trainings available through Real Jobs RI, WIOA, Governor’s Workforce Board, CCRI and other innovative training opportunities. The vendor will ensure customers learn basic work behaviors and performance demands in preparation for participation in skills training and/or job preparation activity.</p> <p>The vendor will match customers with a training program that will lead to unsubsidized employment. All customer training hours and progress must be entered into the DHS Data Reporting Tool on a regular and formalized basis. Upon completion of training vendors will work with sub-contractors and job developers to transition customers into employment. The vendor will monitor employment placement, to ensure that the job match is a good fit for both the customer and employer.</p> <p>For careers that require a specific number of hours experience and/or internship hours for employment, vendor shall be aware of such pre-requisites, and help customers secure the experience necessary to get a job in their field of choice.</p>
Population	<p>This will include all customers of the RI Works program.</p>

Component 4: Work Readiness, Employment and Retention

Goal	<p>Vendors must collaborate with other state workforce programs and conduct outreach with employers to market program participants. Vendors must maintain an adequate network of employers to identify and develop job opportunities for DHS customers statewide. Outreach efforts shall include face-to-face meetings to introduce the program to employers and post placement site visits to monitor progress. Job market analysis must be done statewide to assess jobs available that would provide a sustainable wage.</p> <p>Once employment is obtained, vendors will have a plan to support employment retention. This will include case management services, post-employment services, counseling and monitoring customer progress and identifying and coordinating services designed to promote job retention. In some cases, intervention with the customer and an employer may be warranted to salvage employment. Collaboration with other vendors is expected to make this component successful. This can include innovative employment retention and advancement strategies and the services and benefits that will be offered to customers. Because similar retention issues affect customers throughout engagement in work activities, the job retention strategy and approach should begin at intake and continue for one year following TANF exit for employment.</p>
Expected Outcomes	<p>DHS Customers who are work ready will acquire the skills necessary to obtain and retain unsubsidized employment, ultimately resulting in economic self-sufficiency.</p>
Potential Services	<p>Vendors will provide innovative plans using available tools with the goal of assisting customers in obtaining employment. Vendors will also mentor and support customers to retain employment. Tools include but are not limited to job readiness activities, job search, work experience, community service, post-employment supports and subsidized employment. All of these tools should be supplemented with coaching and motivational services, as needed, to maintain engagement of customers while supporting them on their pathway to success. Here are some additional details for specific service types:</p> <ul style="list-style-type: none">• <u>Job Readiness</u> includes assistance with activities and topics that prepare customers to obtain employment, such as interest inventories, resume and cover letter writing, completing applications for employment, workplace attire, appropriate workplace behavior, interview skills, and balancing personal life with work schedules.• <u>Job search</u> is the act of seeking employment. Vendors shall assist customers with job-searching skills, or providing job leads. Vendors may also use tools such as work experience or subsidized employment which may ultimately lead to unsubsidized employment.• <u>Work Experience and Community Service</u>: Vendors may use work experience and community service as a tool for customers to gain experience, maintain a routine of reporting to work, and add some experience and a professional reference to their resume. For customers who are job ready but need experience in order to be more marketable, or for customers who have not succeeded in their search for a full-time job, work experience is a valuable option. Work experience provides an

	<p>individual with an opportunity to acquire the general skills, training, knowledge, and work habits necessary to obtain employment. The purpose is to improve the employability of those who cannot find unsubsidized employment. This activity must be supervised by an employer, work site sponsor, or other responsible party daily. All work experience must be in compliance with the Department of Labor standards.</p> <ul style="list-style-type: none"> • <u>Employment:</u> Unsubsidized employment is the ultimate goal for DHS customers. The primary effort will be in job development and placing customers in jobs. When a customer has appropriate work experience and has been identified as a good candidate, partially subsidized employment such as On-the-Job-Training or transitional jobs may be considered. All sub-subsidized employment must be in compliance with the Department of Labor standards.
Population	This will include job ready customers of the RI Works program, but it is likely to be a subset that identifies as having significant barriers to employment.

Appendix D: SFY16 RI Works Spending

Historical Budget Expenditures for Rhode Island Works Programming

Expenditures in FY16	
Job Readiness	\$1,888,176
Portable Training Program	\$863,615
Youth Success	\$2,025,552
Supportive Services	\$957,288
Total	\$5,734,631

Appendix E: RI Works Customer Demographic Profile

Profile of RI Works – February 2017 (n=4,673)

Households Breakdown

Households with 1 parent	55.1 percent
Households with 2 parents	4.6 percent
Households with child-only cases	40.3 percent

RI Works Family Sizes

1 individual	18.5 percent
2 individuals	37.1 percent
3 individuals	25.3 percent
4+ individuals	19.2 percent

Ethnicity – Head of Household

Asian/Pacific Islander	1.5 percent
Black	15.9 percent
Hispanic	28.2 percent
Native American/Alaskan Native	0.7 percent
White, not Hispanic	31.7 percent
Other/Not reported	22.0 percent

Literacy Levels – English Speaking Adults

1 st Grade & Below	0.8 percent
2 nd – 3 rd Grade	7.4 percent
4 th – 5 th Grade	19.5 percent
6 th – 7 th Grade	19.5 percent
8 th – 9 th Grade	17.6 percent
10 th – 11 th Grade	15.9 percent
12 th Grade & Above	19.2 percent

Literacy Levels – Spanish Speaking Adults

1 st Grade & Below	1.7 percent
2 nd – 3 rd Grade	30.0 percent
4 th – 5 th Grade	24.9 percent
6 th – 7 th Grade	12.2 percent
8 th – 9 th Grade	13.1 percent
10 th – 11 th Grade	0.4 percent
12 th Grade & Above	17.7 percent

Case Demographics and Duration – One Parent Families (n=2,575)

Case Duration: One-Parent Families

0-24 Months	54.4 percent
25-48 Months	27.5 percent
49-60 Months	10.3 percent
> 60 Months	7.8 percent

Head of Household Age: One-Parent Families

<20	3.6 percent
20-29	50.1 percent
30-39	33.0 percent
40-49	11.0 percent
50-59	2.2 percent

60 +	0.1 percent
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Case Demographics and Duration – Two Parent Families (n=215)

Case Duration: Two-Parent Families

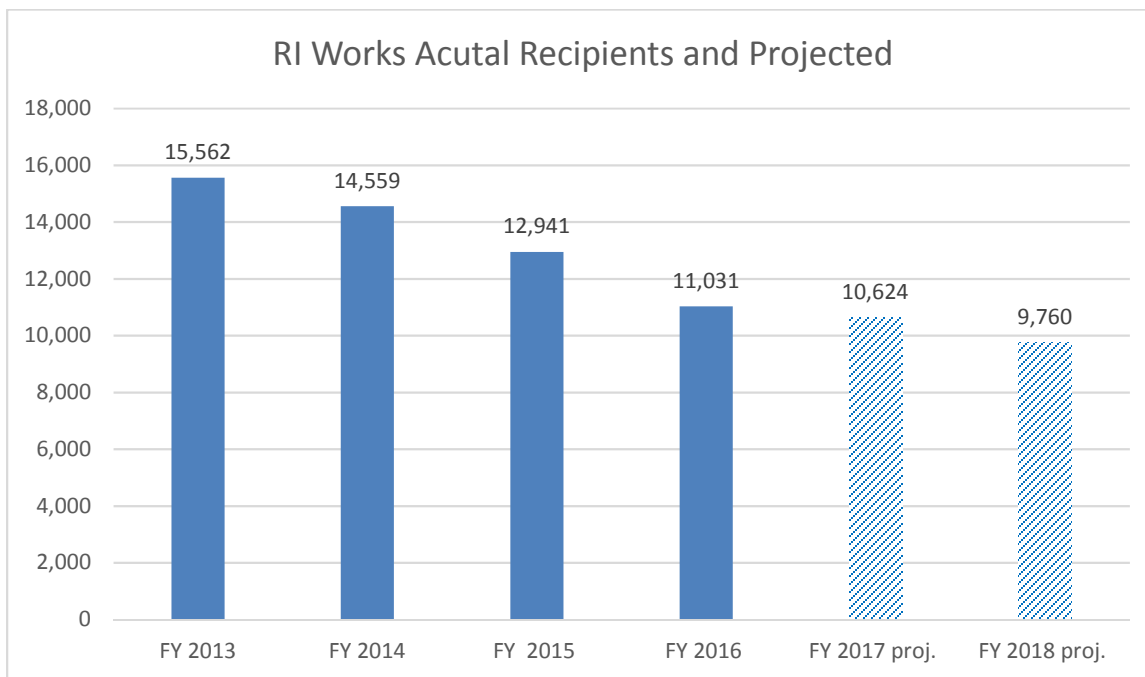
0-24 Months	70.5 percent
25-48 Months	20.1 percent
49-60 Months	5.7 percent
> 60 Months	3.7 percent

Head of Household Age: Two-Parent Families

<20	2.5 percent
20-29	40.7 percent
30-39	38.3 percent
40-49	12.8 percent
50-59	4.9 percent
60 +	0.8 percent

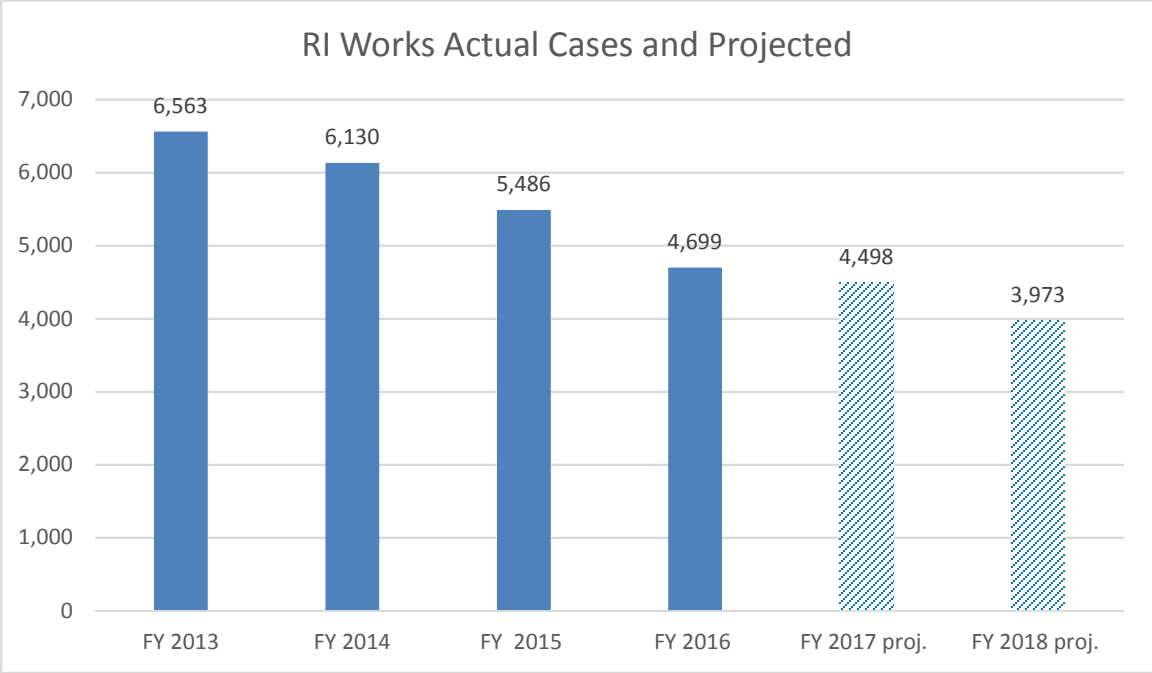
Individuals

In FY 2016, the average monthly number of recipients was 11,031 individuals, down from 12,941 in FY 2015 (14.8 percent decrease). Between FY 2013 and FY 2016, the number of RIW recipients reduced by 4,531 (29.1 percent). The Department projects the average monthly number of RI Works recipients will decrease to 10,624 in FY 2017 and to 9,760 in FY 2018.



Cases

In FY 2016, the average monthly number of cases was 4,699, down from 5,486 in FY 2015 (14.3 percent decrease). Between FY 2013 and FY 2016, the number of RIW cases reduced by 1,864 (28.4 percent). The Department projects the average monthly number of cases will decrease to 4,498 in FY 2017 and to 3,973 in FY 2018.



Attachment A - Confidentiality and Protection of Public Health Information, Personally Identifiable Information and Sensitive Information

The successful bidder may use, access or disclose Protected Health Information to perform functions, activities or services for or on behalf of the State of Rhode Island, Department of Human Services (herein referred to as the "Covered Entity"), as specified herein, provided such use, access, or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 USC 1320d et seq., and its implementing regulations including, but not limited to, 45 CFR, parts 160, 162 and 164, hereinafter referred to as the Privacy and Security Rules and patient confidentiality regulations, and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (HITECH Act) and any regulations adopted or to be adopted pursuant to the HITECH Act that relate to the obligations of business associates, Rhode Island Mental Health Law, R.I. General Laws Chapter 40.1-5-26, and Confidentiality of Health Care Communications and Information Act, R.I. General Laws Chapter 5-37.3-1 et seq. The Business Associate shall recognize and agree that it is obligated by law to meet and comply with the applicable provisions of the above statutes, rules and regulations HITECH Act.

The successful bidder shall be required to execute a contract, if applicable a Business Associate Agreement Addendum to the contract, a Data Use Agreement, and any like agreement that may be required or necessary from time to time and when appropriate in order to perform the functions, activities or services for or on behalf of the State of Rhode Island, Department of Human Services (herein referred to as the "Covered Entity"), as specified herein. Additionally, if applicable, the successful bidder will require all subcontractors to execute a Business Associate Agreement as required by the above referenced federal laws and statutes

"Protected Health Information" or "PHI" means Personally Identifiable Health Information transmitted or maintained in any form or medium that:

- i. is received by Business Associate from Covered Entity;
- ii. Business Associate creates for its own purposes from Personally Identifiable Health Information that Business Associate received from Covered Entity; or,
- iii. is created, received, transmitted or maintained by Business Associate on behalf of Covered Entity.

"Personally Identifiable Health Information" means information that is a subset of health information, including demographic information collected from an individual, and:

- i. is created or receive by a health care provider, health plan, employer or health care clearinghouse; and,
- ii. relates to the past, present or future physical or mental health condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and,
 - a. that identifies the individual; or
 - b. with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

The successful bidder 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, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual. (Defined in OMB Memorandum M-06-19, "Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security in Agency Information Technology Investments".)

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".)

The successful bidder shall not use PHI, PII and SI in any manner that would constitute a violation of the HIPAA Privacy Rule, the HITECH Act, any federal statute, rule or regulation as well as any state statute, rule or regulation.

- i. Stated Purposes Only. The successful bidder shall not use the PHI, PII and SI for any purpose other than stated in the Contract, the Business Associate Agreement Addendum or as required or permitted by law.
- ii. Limited Disclosure. The PHI, PII and SI is confidential and will not be disclosed by the successful bidder other than as stated in the Business Associate Agreement Addendum or as required or permitted by law. Successful bidder will refrain from receiving any remuneration in exchange for any individual's PHI unless Covered Entity gives written approval, and the exchange is pursuant to a valid authorization (that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving PHI of that Individual), or satisfies one of the exceptions enumerated in Section 13405(e)(2) of the HITECH Act. Successful bidder will refrain from marketing activities that would violate HIPAA, specifically Section 13406 of the HITECH Act. Successful bidder will report to Covered Entity any use or disclosure of PHI, PII and SI, including any Security Incident, not provided for in the contract or Business Associate Agreement, of which the successful bidder becomes aware.

Successful bidder shall implement, as more specifically described in the Business Associate Agreement, administrative, physical, and technical safeguards in accordance with the Security Rule under 45 C.F.R., Sections 164.308, 164.310, 164.312 and 164.316. The Security Rule means the Standards for the security of Electronic Protected Health Information found at 45 CFR Parts 160 and 162, and Part 164, Subparts A and C. The application of Security provisions Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations shall apply to Business Associate of Covered Entity in the same manner that such sections apply to the Covered Entity. The administrative, physical and technical safeguards indicated above shall also apply to all PII and SI the successful bidder receives, has access to, or is exposed to pursuant to the contract.

The successful bidder acknowledges and agrees that the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (collectively, "HITECH") imposes 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 Health and Human Services.

Notwithstanding any other requirement set out herein, the successful bidder acknowledges and agrees that the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (collectively, "HITECH") impose new requirements with respect to privacy, security and breach notification, with respect to protect health information. All requirements, statutes, rules, regulations and provisions, as listed above are hereby incorporated by reference herein as if set forth in their entirety. Notwithstanding anything to the contrary or any provision that may be more restrictive within the contract, all requirements and provisions of HITECH, and implementing regulations currently in effect and as may be subsequently promulgated and/or implemented after the date of this purchasing request, are automatically effective and incorporated herein.

Attachment B: Budget

RHODE ISLAND DEPARTMENT OF HUMAN SERVICES BUDGET

Name of Component and Component Number: _____

NAME OF AGENCY: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____ DUNS #: _____

ADDRESS: _____

CITY/TOWN: _____ ZIP CODE: _____

PHONE NUMBER: _____ FAX: _____

EXECUTIVE DIRECTOR: _____

TIME OF PERFORMANCE: FROM _____ TO _____

Federally Assigned Indirect Cost Rate: _____

BUDGET SUMMARY

	COST CATEGORY	AMOUNT
1.	PERSONNEL	_____ \$0
2.	CONSULTANT AND SUB CONTRACT SERVICES	_____ \$0
3.	OVERHEAD	_____ \$0
4.	GENERAL AND ADMINISTRATIVE	_____ \$0
5.	START-UP COSTS**	_____ \$0
	TOTAL FUNDS REQUESTED:	_____ \$0
6.	VOLUME (Number of RIW Customers Assumed Annually)	_____
	EFFECTIVE PER PERSON RATE:	_____ #DIV/0!

**Start-Up Costs are not guaranteed

RHODE ISLAND DEPARTMENT OF HUMAN SERVICES

PERSONNEL REQUEST*									
A	B	C	D	E	F	G	H	I	
POSITION TITLE	EMPLOYEE NAME	TOTAL ANNUAL SALARY	TOTAL ANNUAL FRINGE BENEFITS	% APPLIED TO PROJECT	SALARY ON PROJECT (Column C x E)	FRINGE BENEFITS ON PROJECT (Column D x E)	TOTAL PERSONNEL COST ON PROJECT (Column F + G)	SOURCE OF OTHER** FUNDS	
		\$0	\$0	0%	\$0	\$0	\$0		
		\$0	\$0	0%	\$0	\$0	\$0		
		\$0	\$0	0%	\$0	\$0	\$0		
		\$0	\$0	0%	\$0	\$0	\$0		
		\$0	\$0	0%	\$0	\$0	\$0		
		\$0	\$0	0%	\$0	\$0	\$0		
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		\$0	\$0	0%	\$0	\$0	\$0		
		\$0	\$0	0%	\$0	\$0	\$0		
		\$0	\$0	0%	\$0	\$0	\$0		
		\$0	\$0	0%	\$0	\$0	\$0		
		\$0	\$0	0%	\$0	\$0	\$0		
							TOTAL→	\$0	

* ROUND TO NEAREST DOLLAR

** INDICATE FUNDING SOURCE IF EMPLOYEE COST IS SHARED

ENTER ON LINE 1
PAGE 1

RHODE ISLAND DEPARTMENT OF HUMAN SERVICES

BUDGET DETAIL

CONSULTANTS & SUB CONTRACT SERVICES	TYPE, NAME, HOURLY RATE, NUMBER OF HOURS, ETC		COST	
	Enter on page 1, line 2		CATEGORY TOTAL →	\$0
	OVERHEAD	DESCRIPTION	COST PER MONTH	COST
			\$0	
			\$0	
			\$0	
			\$0	
Enter on page 1, line 3		CATEGORY TOTAL →	\$0	
GENERAL AND ADMINISTRATIVE	DESCRIPTION	COST PER MONTH	COST	
			\$0	
			\$0	
			\$0	
			\$0	
	Enter on page 1, line 4		CATEGORY TOTAL →	\$0

RHODE ISLAND DEPARTMENT OF HUMAN SERVICES

START-UP COSTS BUDGET DETAIL

START-UP COSTS	DESCRIPTION (provide the appropriate details for each line, i.e. position title, rate, etc.)	COST
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
	Enter on page 1, line 5	CATEGORY TOTAL →
		\$0

Attachment C: Model Contract

Between the

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DEPARTMENT OF HUMAN SERVICES

and

Name of Contractor: (Legal Name of Contractor) **ABC Corporation, LLC.**

Title of Agreement: (Title) **RIW Supportive Services**

Basis for Contract: (Ex RFP or LOI #) **RFP #XXXXXXXX Component One**

Contract Award: (Amount) **\$100,000**

Performance Period: **October 1, 2017 to September 30, 2018 (EXAMPLE)**

A G R E E M E N T

This agreement, hereinafter “Agreement”, including attached ADDENDA, is hereby entered into this (DATE PRESENTED) **FIRST** day of **October 2017**, by and between the State of Rhode Island acting by and through the **Department of Human Services** (hereinafter referred to as “the Department”), and **ABC Corporation, LLC.** (hereinafter referred to as “the Contractor”).

WHEREAS, the Department desires to engage the Contractor to offer services and activities further described, but not limited to the work described in this Agreement, including any Exhibit(s) or Addenda, that are attached hereto and are hereby incorporated by reference into this Agreement.

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 the Department, 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. The Department 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, the Department shall be given reasonable access to all activities related to this Agreement.

In accordance with 2 CFR § 200.331 (d) the Department 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.

The Department 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 the Department 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 **FIRST** day of **OCTOBER 2017**, and shall complete performance no later than the **THIRTIETH** day of **SEPTEMBER 2017** (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 the Department or the Contractor gives notice of its intent not to renew this Agreement, the Department 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 – DEPARTMENT

The Department 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 the Department 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 the Department in writing immediately, and seek approval from the Department, 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 the Department.

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

The Department will make payments to the Contractor in accordance with provisions of **ADDENDUM III - PAYMENTS AND REPORTS SCHEDULE** attached hereto and incorporated by reference herein. The Department acknowledges and agrees that any increase in expenses due to delays by the Department 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
The Department 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 the Department 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 the Department
The Department 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 the department, become its property. If the agreement is terminated by the department 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 the Department, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State and Federal funds, and in no event shall the Department 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, the Department shall notify the Contractor of such reduction of funds available and the Department 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 the Department 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 the Department's project manager may reasonably direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.
3. Terminate all orders to the extent that they relate to the performance of work terminated by the notice of termination.
4. Subject to the provisions of this paragraph, assign to the Department in the manner and to the extent directed by the Department's project officer all of the rights, title, and interest of the Contractor under the orders so terminated, in which case the Department shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders, however, notwithstanding this provision, the Contractor will not be obligated to assign any such rights, title or interest in the absence of payment therefore by the Department.
5. With the approval or ratification of the Department'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 the Department's project manager must be obtained. Final approval by the Department shall not be unreasonably withheld.
6. Subject to the provisions of this paragraph, transfer title, or if the Contractor does not have title, then transfer their rights to the Department (to the extent that title has not already been transferred) and deliver in the manner, at reasonable times, and to the

extent reasonably directed by the Department's project manager all files, processing systems, data manuals, or other documentation, in any form, that relate to all the work completed or in progress prior to the notice of termination.

7. Complete the performance of such part of the work as shall not have been terminated by the notice of termination. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.
8. Unless terminated by the Department 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 the Department shall offset any shutdown expenses to the Department.
9. The Contractor acknowledges and agrees the services and/or deliverables provided under this Agreement are very important to the Department and that upon expiration or termination of the Agreement, must be continued without interruption whether by the State, the Department, 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 the Department. Upon termination or expiration of the Agreement, the Contractor, shall, if requested by the Department at least thirty (30) days prior to such termination or expiration, provide reasonable training for the successor entity and/or continued performance of services. For providing such training or continued performance after the Term of the Agreement, the Department 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 the Department in form acceptable to the Department.

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, the Department 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 the Department for damages sustained by virtue of any breach of this Agreement by the Contractor.

The Contractor's liability to the Department 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 the Department to the Contractor under this Agreement. The exception to this limitation of liability is with regard to any direct damages incurred by the Department 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 the Department's rights to pursue any other non-monetary remedies available to it.

The Department 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 the Department'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. The Department's exercise of this provision allowing the Contractor time to cure a failure or breach of this Agreement does not constitute a waiver of the Department'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, the Department 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 the Department'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 the Department and to demonstrate that other project schedules will not be affected. Upon written notice by the Department's project manager of the Department'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 the Department's project officer without affecting other project schedules. The Department'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."

Department options at termination

In the event the Department terminates this contract pursuant to this paragraph, the Department 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 the Department'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 the Department 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, the Department 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 the Department for damages sustained by the Department by virtue of any breach of the Agreement by the Contractor, and the Department may withhold payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from the Contractor is determined.

PAR. 10. MODIFICATION OF AGREEMENT

The Department 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 the department 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 the department 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 the Department. 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 the Department 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 the Department. Approval of the Department 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 the Department. Approval by the Department 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 the Department 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 the Department’s project officer or other appointed designee(s) for which consent shall not be unreasonably withheld.

Failure to comply with the provisions of this Paragraph could result in denial of reimbursement for such non-approved sub-contracts.

PAR. 12. CONTRACTOR’S LIABILITY/INDEMNIFICATION

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

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

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

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

PAR. 13. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

By signing this Agreement, the Contractor agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794); Americans with Disabilities Act of 1990 (42 USC 12101 et. seq.); Title IX of the Education Amendments of 1972 (20 USC 1681 et. seq.); The Food Stamp Act, and the Age Discrimination Act of 1975, The United States Department of Health 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 DHS 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 DHS, 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 DEPARTMENT OF HUMAN SERVICES SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964** and **ADDENDUM VI - NOTICE TO DEPARTMENT OF HUMAN SERVICES 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 Department of Human Services 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 the Department 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 the Department.

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 days 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 the Department’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 the Department shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from the Department’s files identify or would, with reasonable effort, permit one to identify an individual, or to deduce the identifying of an individual to a reasonable degree of certainty. The Contractor agrees that the conditions set forth herein apply to any materials presented or submitted review and/or publication that contain individual identifying elements in the information obtained, as stated above, unless such information is presented in the aggregate. Under no circumstance, shall the Contractor publicly disclose or present or submit any materials for review and/or publication that contains an individual’s social security number, in part or in whole. The Contractor is hereby notified that all initial data received from DHS is considered confidential by the Department. 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 the Department 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 the Department 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 the Department. Unless a third party obligation provides otherwise, the defense and payment obligations set forth

in this Paragraph will be conditional upon the following:

1. The Department 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, the Department shall permit the Contractor at its option and expense either to procure for the Department 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 the Department shall be prevented by injunction, the Contractor agrees to take back such deliverables or software and make every reasonable effort to assist the Department in procuring substitute deliverables or software. If, in the sole opinion of the Department, the return of such infringing deliverables or software makes the retention of other deliverables or software acquired from the Contractor under this Agreement impractical, the Department 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 the Department has paid the Contractor less any reasonable amount for use or damage.

The Contractor shall have no liability to the Department 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 the Department 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 Department 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 the Department'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 the Department shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from the Department'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 the Department is considered confidential by the Department.

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 the Department.

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 the Department in writing and then subsequently obtaining approval, in writing, from the Department, 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 the Department. 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 the Department 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 the Department. 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 the Department 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 the Department.

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 the Department on a pass-through basis and used on behalf of the Department by the Contractor shall upon payment by the Department, become the property of the Department 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 the Department, the Contractor agrees to execute and deliver to the Department 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 the Department).

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 the Department which are made under this Agreement in excess of five hundred dollars (\$500) or an aggregate of one thousand dollars (\$1,000) 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 the Department 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 health 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 department 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 the Department.

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

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 Health 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 health care and substance abuse treatment including

but not limited to the Federal Regulation 42 CFR, Part 2; Rhode Island Mental Health Law, R.I. General Laws Chapter 40.1-5-26; Confidentiality of Health Care Communications and Information Act, R.I. General Laws Chapter 5-37.3-1 et seq., 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 the Department'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 "Health Information Technology for Economic and Clinical Health 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 the Department in examining the matter. More complete and detailed information shall be provided to the Department as it becomes available to the Contractor.

Upon notice of a suspected security incident, the Department 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 Health 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 the Department'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 the Department.

Nothing herein shall limit the Department'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 the Department, 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 the Department, the Contractor shall provide the Department a copy of the above described financial statement(s) within ten (10) days of the Department'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 the Department, 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 the Department. Additionally, 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, the audit must be performed in accordance with federal requirements as outlined above.

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 the Department 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 the Department, 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 the Department or the Federal Government in accordance with 2 CFR § 200.333.

If, as a result of on-site inspections, changes are requested by the Department to ensure compliance with this Agreement and/or Federal Awards, the Contractor must perform changes within a time period defined by the Department. All changes shall be documented by the Contractor and provided to the Department 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 the Department 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 the Department'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 the Department under this Agreement, and paid for by the Department ("Developed Software") is and shall remain the property of the Department. 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 the Department. 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, the Department 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 the Department’s sole and exclusive remedy for such failure, an amount equal to the charges actually paid by the Department to the Contractor for the developed software that has failed to meet the foregoing warranty. Upon written request of the Department, the Contractor will use commercially reasonable efforts to correct an alleged non-conformance for which Contractor is not otherwise responsible hereunder because it is caused or contributed to by one of the factors listed above and, to the extent that such correction cannot be performed within the scope of the Contractor services, such correction will be paid for by the Department 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 the Department 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 the Department 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. The Department'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 the Department'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 Director of the Department of Human Services 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 Human Services, Department of Administration, and/or by any third party designated by the Department of Human Services.

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 the Department, the Contractor shall provide the Department a copy of the above described Business Continuity Plan within ten (10) days of the Department'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 the Department 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.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands as of the date first above written and this Agreement made legally binding upon the issuance of a valid Purchase Order by the State of Rhode Island as follows:

STATE OF RHODE ISLAND:

ABC CORPORATION, LLC.:

AUTHORIZED AGENT/SIGNATURE
DEPARTMENT OF HUMAN SERVICES

AUTHORIZED AGENT/SIGNATURE
TITLE: **EXECUTIVE DIRECTOR**

PRINT NAME

DATE

DATE

ADDENDA

Attached hereto, incorporated into and made a part herein of this agreement, are the following addenda:

<u>ADDENDUM I</u> -	REQUEST FOR PROPOSAL AND/OR SCOPE OF WORK
<u>ADDENDUM II</u> -	BUDGET
<u>ADDENDUM III</u> -	PAYMENTS AND REPORTS SCHEDULE
<u>ADDENDUM IV</u> -	FISCAL ASSURANCES
<u>ADDENDUM V</u> -	NOTICE TO DEPARTMENT OF HUMAN SERVICES' SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
<u>ADDENDUM VI</u> -	NOTICE TO DEPARTMENT OF HUMAN SERVICES' SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973
<u>ADDENDUM VII</u> -	DRUG-FREE WORKPLACE POLICY
<u>ADDENDUM VIII</u> -	DRUG FREE WORKPLACE POLICY CONTRACTOR CERTIFICATE OF COMPLIANCE
<u>ADDENDUM IX</u> -	SUBCONTRACTOR COMPLIANCE
<u>ADDENDUM X</u> -	CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE
<u>ADDENDUM XI</u> -	INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS
<u>ADDENDUM XII</u> -	CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS
<u>ADDENDUM XIII</u> -	LIQUIDATED DAMAGES
<u>ADDENDUM XIV</u> -	EQUAL EMPLOYMENT OPPORTUNITY
<u>ADDENDUM XV</u> -	BYRD ANTI-LOBBYING AMENDMENT
<u>ADDENDUM XVI</u> -	BID PROPOSAL
<u>ADDENDUM XVII</u> -	CORE STAFF POSITIONS
<u>ADDENDUM XVIII</u> -	FEDERAL SUBAWARD REPORTING

ADDENDUM XIX -

BUSINESS ASSOCIATE AGREEMENT

ADDENDUM I

**REQUEST FOR PROPOSAL BID FROM
VENDOR/
SCOPE OF WORK**

ADDENDUM II

BUDGET (FROM RFP AND CONTRACT NEGOTIATIONS)

ADDENDUM III

PAYMENTS AND REPORTS

SCHEDULE

EXAMPLE ONLY

1. Request for Payment & Reports

a. Reports

- i. The Contractor shall submit to the Department a **quarterly** narrative Report, within ten (10) business days after the end of the quarter, using **[NARRATIVE FORM]**, reporting on services as described in Addendum I –Scope of Work.
- ii. The Contractor shall submit to the Department on a **monthly** basis an invoice and fiscal report, within ten (10) business days after the end of the month, using **DHS Form FM1**, indicating incurred expenditures during the reporting period.
- iii. The Contractor shall submit to the Department a **quarterly** statistical report using **[STATISTICAL FORM]**, indicating the quarterly expenditures and services/recipients.
- iv. The Contractor shall provide additional reports at the request of the Department.
- v. All reports shall be sent to: **(DHS Program Manager), Rhode Island Department of Human Services, Louis Pasteur Building, (#) Floor, 57 Howard Avenue, Cranston, RI 02920.**

b. Request for Payment

- i. The Contractor shall submit to the Department a **Monthly** request for Payment within ten (10) business days after the end of each month, using **DHS Form FM1**.
- ii. In addition to the FM1, the Auditor General and DHS requires backup for all cost categories. Backup material would include, but is not limited to a detailed description of the work performed, an itemization of the hours that are being billed, receipts for goods and services purchased by the vendor and charged to DHS. Consultant fees will be reimbursed when documentation of paid invoices are provided to DHS. Office space and utilities will require invoices from landlords and utility companies.
- iii. Failure to provide acceptable program and fiscal reports within the prescribed time frame may, at DHS' sole discretion, result in a delay of the monthly payments.
- iv. Request for payment shall be sent to: State of Rhode Island Department of Administration, Division of Accounts & Control, One Capitol Hill, 4th Floor, Providence, RI 02908 or if applicable submit the request for payment through the RIFANS Supplier Portal (ISupplier):
<http://controller.admin.ri.gov/iSupplier/isup/index.php>.

1. Please ensure that all invoices include the purchase order number. If applicable, the invoice should identify the charges associated to each line item described in the purchase order. It is important to follow this process to assure that your payments are not delayed.
- v. A copy of the request for payment shall be sent to: **(DHS Program Manager), Rhode Island Department of Human Services, Louis Pasteur Building, (#) Floor, 57 Howard Avenue, Cranston, RI 02920.**
- c. **Payments**
 - i. Payments under this agreement are contingent upon the submission of the appropriate documentation by the Contractor. Payments are to be requested monthly, the Department must receive the DHS Form FM1, and any other reports as requested above in **a. Reports** prior to payments being released. All payments must be reimbursable, no advanced payments are permitted.
 - ii. Failure to provide reporting or documentation from any Agreement may result in a delay of payments.
 - iii. All funds are subject to Paragraph 8 d) Availability of Funds of this Agreement.

2. Performance Measures Reports

- a. If applicable, the Contractor shall submit to the Department documentation, within ten (10) business days after the end of each month reporting on performance measures as described in Addendum I –Scope of Work.
- b. The documentation will be reviewed by the Department. If the documentation provided does not contain adequate data, the Department shall request more documentation. It is the Contractor's responsibility to provide documentation to ensure performance is being completed in accordance with this Agreement.
- c. If the Documentation provided does not satisfy the Performance Measures, the Department will conduct a Risk Assessment of the Contractor. While a risk assessment is being conducted, payments may be held.
- d. All Performance Measures shall be sent to: **(DHS Program Manager), Rhode Island Department of Human Services, Louis Pasteur Building, (#) Floor, 57 Howard Avenue, Cranston, RI 02920.**

3. Audits and Fiscal Reports

- a. The Contractor shall submit all applicable documents to the Federal Audit Clearinghouse (FAC) <https://harvester.census.gov/facweb>, within six (6) months after the completion of the Contractor's fiscal year /or in accordance with 2 CFR 200.500 et seq. If documents are not uploaded to the FAC provide them to the Department within six (6) months after the completion of the Contractor's fiscal year /or in accordance with 2 CFR 200et seq.
- b. The Financial Statements and/or reports will be reviewed by the Department. If the documentation provided does not contain adequate data or contains abnormalities, the Department shall request more documentation. Any additionally requested data must be

provided to the Department within twenty (20) calendar days, unless otherwise agreed upon in writing by both the Department and the Contractor. It is the Contractor's responsibility to provide documentation to ensure payments are being used in accordance with this Agreement.

- c. If the Documentation provided does not satisfy the Department, the Department will conduct a financial review and request corrective measures from the Contractor. While a financial review is being conducted, payments may be held.
- d. Reports shall be sent to: DHS.FinancialMgmt@dhs.ri.gov in a previously agreed upon format. A copy shall be sent to: **(DHS Program Manager), Rhode Island Department of Human Services, Louis Pasteur Building, (#) Floor, 57 Howard Avenue, Cranston, RI 02920.**

Reports shall be provided in accordance with 2 CFR 200.300, 2 CFR 200.500 et Seq.

**ADDENDUM IV
FISCAL ASSURANCES**

1. The Contractor agrees to segregate all receipts and disbursements pertaining to this agreement from recipients and disbursements from all other sources, whether by separate accounts or by utilizing a fiscal code system.
2. The Contractor assures a system of adequate internal control will be implemented to ensure a separation of duties in all cash transactions.
3. The Contractor assures the existence of an audit trail which includes: cancelled checks, voucher authorization, invoices, receiving reports, and time distribution reports.
4. The Contractor assures a separate subsidiary ledger of equipment and property will be maintained.
5. The Contractor agrees any unexpended funds from this agreement are to be returned to the Department at the end of the time of performance unless the Department gives written consent for their retention.
6. The Contractor assures insurance coverage is in effect in the following categories: bonding, vehicles, fire and theft, and liability.
7. The following Federal requirements shall apply pursuant to OMB Guidance for Grants and Agreements. Where applicable:
 - Subpart A - Acronyms and Definitions (200.0 – 200.99)
 - Subpart B – General Provisions (200.100 – 200.113)
 - Subpart C – Pre-Federal Award Requirements and Contents of Federal Awards (200.200 – 200.211)
 - Subpart D – Post Federal Award (200.300 – 200.345)
 - Subpart E – Cost Principles (200.400 – 200.475)
 - Subpart F – Audit Requirements(200.500 – 200.521)
 - All Subsequent Addenda
8. If the Contractor expends Federal awards during the Contractor's particular fiscal year of \$750,000 or more, then 2 CFR § 200.500 et. seq., audits of states, local governments and non-profit organizations shall also apply or if applicable, an audit shall be performed in accordance with "Government Auditing Standards" as published by the Comptroller General of the United States (see Paragraph 24).
9. This agreement may be funded in whole or in part with Federal funds. If so, the CFDA reference number is . The Contractor must review applicable Federal Statutes, regulations, terms and conditions of the Federal Award in accordance with 2 CFR § 200.331 (a)(2).

ADDENDUM V

RHODE ISLAND DEPARTMENT OF HUMAN SERVICES

NOTICE TO DEPARTMENT OF HUMAN SERVICES SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Public and private agencies, organizations, institutions, and persons that receive Federal financial assistance through the Department of Human Services (DHS) are subject to the provisions of Title VI of the Civil Rights Act of 1964 and the implementing regulations of the United States Department Of Health And Human Services (DHHS), which is located at 45 CFR, Part 80, collectively referred to hereinafter as Title VI. DHS contracts with Contractors include a Contractor's assurance that in compliance with Title VI and the implementing regulations, no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in its programs and activities on the grounds of race, color, or national origin. Additional DHHS guidance is located at 68 FR 47311-02.

DHS reserves its right to at any time review Contractors to assure that they are complying with these requirements. Further, DHS reserves its right to at any time require from Contractors, Sub-Contractors and Vendors that they are also complying with Title VI.

The Contractor shall have policies and procedures in effect, including, a mandatory written compliance plan, which are designed to assure compliance with Title VI. An electronic copy of the service providers written compliance plan and all relevant policies, procedures, workflows and relevant chart of responsible personnel must be available to DHS upon request.

The Contractor's written compliance plan must address the following requirements:

- ❑ Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all Title VI standards.
- ❑ Designation of a compliance officer who is accountable to the service provider's senior management.
- ❑ Effective training and education for the compliance officer and the organization's employees.
- ❑ Enforcement of standards through well-publicized guidelines.
- ❑ Provision for internal monitoring and auditing.
- ❑ Written complaint procedures
- ❑ Provision for prompt response to all complaints, detected offenses or lapses, and for development and implementation of corrective action initiatives.
- ❑ Provision that all Contractors, Sub-Contractors and Vendors of the service provider execute assurances that said Contractors, Sub-Contractors and Vendors are in compliance with Title VI.

The Contractor must enter into an agreement with each Sub-Contractor or Vendor under which there is the provision to furnish to it, DHHS or DHS on request full and complete information related to Title

VI compliance.

The Contractor must submit, within thirty-five (35) days of the date of a request by DHHS or DHS, full and complete information on Title VI compliance by the Contractor and/or any Sub-Contractor or Vendor of the Contractor.

It is the responsibility of each Contractor to acquaint itself with all of the provisions of the Title VI regulations. A copy of the regulations is available upon request from the community relations liaison officer, **Department of Human Services**, 57 Howard Avenue, Cranston, RI 02920; telephone number: (401) 462-2130.

THE REGULATIONS ADDRESS THE FOLLOWING TOPICS:

SECTION:

80.1	PURPOSE
80.2	APPLICATION OF THIS REGULATION
80.3	DISCRIMINATION PROHIBITED
80.4	ASSURANCES REQUIRED
80.5	ILLUSTRATIVE APPLICATION
80.6	COMPLIANCE INFORMATION
80.7	CONDUCT OF INVESTIGATIONS
80.8	PROCEDURE FOR EFFECTING COMPLIANCE
80.9	HEARINGS
80.10	DECISIONS AND NOTICES
80.11	JUDICIAL REVIEW
80.12	EFFECT ON OTHER REGULATIONS; FORMS AND INSTRUCTIONS
80.13	DEFINITION

ADDENDUM VI

RHODE ISLAND DEPARTMENT OF HUMAN SERVICES

NOTICE TO RHODE ISLAND DEPARTMENT OF HUMAN SERVICES' CONTRACTORS OF THEIR RESPONSIBILITIES UNDER SECTION USC 504 OF THE REHABILITATION ACT OF 1973

Public and private agencies, organizations, institutions, and persons that receive Federal financial assistance through the **Department Of Human Services (DHS)** are subject to the provisions of Section 504 of the Rehabilitation Act of 1973 and the Implementing Regulations of the United States Department of Health And Human Services (DHHS), which are located at 45 CFR, part 84 hereinafter collectively referred to as Section 504. DHS contracts with service providers include the provider's assurance that it will comply with Section 504 of the regulations, which prohibits discrimination against handicapped persons in providing health, welfare, or other social services or benefits.

The Contractor shall have policies and procedures in effect, including, a mandatory written compliance plan, which are designed to assure compliance with Section 504. An electronic copy of the Contractor's written compliance plan and all relevant policies, procedures, workflows and relevant chart of responsible personnel must be available to DHS upon request.

The Contractor's written compliance plan must address the following requirements:

- ❑ Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all Section 504 standards.
- ❑ Designation of a compliance officer who is accountable to the service provider's senior management.
- ❑ Effective training and education for the compliance officer and the organization's employees.
- ❑ Enforcement of standards through well-publicized guidelines.
- ❑ Provision for internal monitoring and auditing.
- ❑ Written complaint procedures
- ❑ Provision for prompt response to all complaints, detected offenses or lapses, and for development and implementation of corrective action initiatives.
- ❑ Provision that all Contractors, Sub-Contractors and Vendors of the service provider execute assurances that said Contractors, Sub-Contractors and Vendors are in compliance with Section 504.

The Contractor must enter into an agreement with each Sub-Contractor or Vendor under which there is the provision to furnish to the contractor, DHHS or DHS on request full and complete information related to Section 504 compliance.

The contractor must submit, within thirty-five (35) days of the date of a request by DHHS or DHS, full and complete information on Section 504 compliance by the Contractor and/or any Sub-Contractor or Vendor of the contractor.

It is the responsibility of each Contractor to acquaint itself with all of the provisions of the Section 504 regulations. A copy of the regulations, together with an August 14, 1978 Policy Interpretation of General Interest to Providers of Health, Welfare, or Other Social Services or Benefits, is available upon request from the Community Relations Liaison Officer, **Department of Human Services**, 57 Howard Avenue, Cranston, RI 02920; telephone number (401) 462-2130.

Contractors should pay particular attention to subparts A, B, C, and F of the regulations which pertain to the following:

SUBPART A - GENERAL PROVISIONS

SECTION:

- 84.1 PURPOSE
- 84.2 APPLICATION
- 84.3 DEFINITIONS
- 84.4 DISCRIMINATION PROHIBITED
- 84.5 ASSURANCE REQUIRED
- 84.6 REMEDIAL ACTION, VOLUNTARY ACTION, AND SELF-EVALUATION
- 84.7 DESIGNATION OF RESPONSIBLE EMPLOYEE AND ADOPTION OF GRIEVANCE PROCEDURES
- 84.8 NOTICE
- 84.9 ADMINISTRATIVE REQUIREMENTS FOR SMALL RECIPIENTS
- 84.10 EFFECT OF STATE OR LOCAL LAW OR OTHER REQUIREMENTS AND EFFECT OF EMPLOYMENT OPPORTUNITIES

SUBPART B - EMPLOYMENT PRACTICES

SECTION:

- 84.11 DISCRIMINATION PROHIBITED
- 84.12 REASONABLE ACCOMMODATION
- 84.13 EMPLOYMENT CRITERIA
- 84.14 PREEMPLOYMENT INQUIRIES
- 84.15 - 84.20 (RESERVED)

SUBPART C - ACCESSIBILITY

SECTION:

- 84.21 DISCRIMINATION PROHIBITED
- 84.22 EXISTING FACILITIES
- 84.23 NEW CONSTRUCTION
- 84.24 - 84.30 (RESERVED)

SUBPART F - HEALTH, WELFARE, AND SOCIAL SERVICES

SECTION:

- 84.51 APPLICATION OF THIS SUBPART
- 84.52 HEALTH, WELFARE, AND OTHER SOCIAL SERVICES
- 84.53 DRUG AND ALCOHOL ADDICTS
- 84.54 EDUCATION AND INSTITUTIONALIZED PERSONS
- 84.55 PROCEDURES RELATING TO HEALTH CARE FOR HANDICAPPED INFANTS
- 84.56 – 84.60 (RESERVED)

ADDENDUM VII

DRUG-FREE WORKPLACE POLICY

Drug use and abuse at the workplace or while on duty are subjects of immediate concern in our society. These problems are extremely complex and ones for which there are no easy solutions. From a safety perspective, the users of drugs may impair the well-being of all employees, the public at large, and result in damage to property. Therefore, it is the policy of the state that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace. Any employee(s) violating this policy will be subject to discipline up to and including termination. An employee may also be discharged or otherwise disciplined for a conviction involving illicit drug use, regardless of whether the employee's conduct was detected within employment hours or whether his/her actions were connected in any way with his or her employment. The specifics of this policy are as follows:

1. Any unauthorized employee who gives or in any way transfers a controlled substance to another person or sells or manufactures a controlled substance while on duty, regardless of whether the employee is on or off the premises of the employer will be subject to discipline up to and including termination.
2. The term "controlled substance" means any drugs listed in 21 USC, Section 812 and other Federal regulations. Generally, all illegal drugs and substances are included, such as marijuana, heroin, morphine, cocaine, codeine or opium additives, LSD, DMT, STP, amphetamines, methamphetamines, and barbiturates.
3. Each employee is required by law to inform the agency within five (5) days after he/she is convicted for violation of any Federal or State criminal drug statute. A conviction means a finding of guilt (including a plea of nolo contendere) or the imposition of a sentence by a judge or jury in any Federal or State Court.
4. The employer (the hiring authority) will be responsible for reporting conviction(s) to the appropriate Federal granting source within ten (10) days after receiving notice from the employee or otherwise receives actual notice of such conviction(s). All conviction(s) must be reported in writing to the Office of Personnel Administration (OPA) within the same time frame.
5. If an employee is convicted of violating any criminal drug statute while on duty, he/ she will be subject to discipline up to and including termination. Conviction(s) while off duty may result in discipline or discharge.
6. The state encourages any employee with a drug abuse problem to seek assistance from the Rhode Island Employee Assistance Program (RIEAP). Your Department Personnel Officer has more information on RIEAP.
7. The law requires all employees to abide by this policy.

**ADDENDUM VIII
DRUG-FREE WORKPLACE POLICY
CONTRACTOR CERTIFICATE OF COMPLIANCE**

I, _____, (Name) _____ (Title) _____ (Contractor Name), a contractor doing business with the state of Rhode Island, hereby acknowledge that I have received a copy of the state's policy regarding the maintenance of a **Drug-Free Workplace**. I have been informed that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance (to include but not limited to such drugs as marijuana, heroin, cocaine, PCP, and crack, and may also include legal drugs which may be prescribed by a licensed physician if they are abused), is prohibited on the State's premises or while conducting State business. I acknowledge that my employees must report for work in a fit condition to perform their duties.

As a condition for contracting with the state, as a result of the Federal Omnibus Drug Act, I will require my employees to abide by the state's policy. Further, I recognize that any violation of this policy may result in termination of the contract.

SIGNATURE:

TITLE:

DATE:

ADDENDUM IX

SUBCONTRACTOR COMPLIANCE

I, _____ (Name), _____ (Title), _____ (Contractor Name), a contractor doing business with the state of Rhode Island, hereby certify that all approved subcontractors performing services pursuant to this agreement will have executed written contracts with (**CONTRACTOR NAME**). All such contracts shall contain language identical to the following provisions of this agreement as follows:

PAR. 12. CONTRACTOR'S LIABILITY/INDEMNIFICATION

PAR. 13. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

SIGNATURE:

TITLE:

DATE:

ADDENDUM X

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part c - Environmental Tobacco Smoke (20 U.S.C.A.§ 6081-6084), also known as the Pro-Children Act of 1994 (**Act**) , requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through state or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Any failure to comply with a prohibition in this section shall be a violation of this section and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty in an amount not to exceed \$1,000 for each violation, or may be subject to an administrative compliance order, or both, as determined by the Secretary. Each day a violation continues shall constitute a separate violation. In the case of any civil penalty under this section, the total amount shall not exceed the amount of Federal funds received by such person for the fiscal year in which the continuing violations occurred.

By signing and submitting this application the applicant/contractor certifies that it will comply with the requirements of the Act. The applicant/contractor further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-contractors shall certify accordingly.

SIGNATURE:

TITLE:

DATE:

ADDENDUM XI

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

PRIMARY COVERED TRANSACTIONS

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Department. The Department may terminate this transaction for cause or default.
3. The prospective primary participant shall provide immediate written notice to the Department if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled certification regarding debarment, suspension, ineligibility and voluntary exclusion - lower tier covered transactions, provided by DHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-

procurement list (of excluded parties).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by as prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.

ADDENDUM XII

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**

The contractor, as the primary participant, certifies to the best of the contractor’s knowledge and belief, that the contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

SIGNATURE:

TITLE:

DATE:

ADDENDUM XIII

LIQUIDATED DAMAGES

The prospective primary participant contractor agrees that time is of the essence in the performance of certain designated portions of this contract. The Department and the contractor agree that in the event of a failure to meet the milestones and project deliverable dates or any standard of performance within the time set forth in the Department's bid proposal and the contractor's proposal response (Addendum XVI), damage shall be sustained by the Department and that it may be impractical and extremely difficult to ascertain and determine the actual damages which the Department will sustain by reason of such failure. It is therefore agreed that Department, at its sole option, may require the contractor to pay liquidated damages for such failures with the following provisions:

1. Where the failure is the sole and exclusive fault of the Department, no liquidated damages shall be imposed. To the extent that each party is responsible for the failure, liquidated damages shall be reduced by the apportioned share of such responsibility.
2. For any failure by the contractor to meet any performance standard, milestone or project deliverable, the Department may require the contractor to pay liquidated damages in the amount(s) and as set forth in the state's general conditions of purchase as described particularly in the LOI, RFP, RFQ, or scope of work, however, any liquidated damages assessed by the Department shall not exceed **10%** of the total amount of any such month's invoice in which the liquidated damages are assessed and shall not in the aggregate, over the life of the agreement, exceed the total contract value.

Written notification of failure to meet a performance requirement shall be given by the Department's project officer to the contractor's project officer. The contractor shall have a reasonable period designated by the Department from the date of receipt of written notification. If the failure is not materially resolved within this period, liquidated damages may be imposed retroactively to the date of expected delivery.

In the event that liquidated damages have been imposed and retained by the Department, any such damages shall be refunded, provided that the entire system takeover has been accomplished and approved by the Department according to the original schedule detailed in the contractor's proposal response included in this contract (Addendum XVI) as modified by mutually agreed upon change orders.

To the extent liquidated damages have been assessed, such damages shall be the sole monetary remedy available to the Department for such failure. This does not preclude the state from taking other legal action.

ADDENDUM XIV

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this agreement, the contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment relating to this agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated equally during employment, without regard to their race, color, religion, sex, age, national origin, or physical or mental disability.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor shall, in all solicitations or advertising for employees placed by or on behalf of the contractor relating to this agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability.
3. The Contractor shall inform the contracting Department's equal employment opportunity coordinator of any discrimination complaints brought to an external regulatory body (RI Ethics Commission, RI Department of Administration, US DHHS Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
4. The Contractor shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
5. Contractors and subcontractors with agreements in excess of \$50,000 shall also pursue in good faith affirmative action programs.
6. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ADDENDUM XV

BYRD ANTI-LOBBYING AMENDMENT

No Federal or State appropriated funds shall be expended by the contractor for influencing or attempting to influence an officer or employee of any agency, a member of congress or State Legislature, an officer or employee of congress or state legislature, or an employee of a member of congress or state legislature in connection with any of the following covered actions: the awarding of any agreement; the making of any grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any agreement, grant, or cooperative agreement. Signing this agreement fulfills the requirement that contractors receiving over \$100,000 in Federal or State funds file with the department on this provision.

If any Non-Federal or State Funds have been or will be paid to any person in connection with any of the covered actions in this provision, the Contractor shall complete and submit a "Disclosure of Lobbying Activities" form.

The Contractor must certify compliance with all terms of the Byrd Anti-Lobbying Amendment (31 U.S.C 1352) as published in the Federal Register May 27, 2003, Volume 68, Number 101.

The Contractor hereby certifies that it will comply with Byrd Anti-Lobbying Amendment provisions as defined in 45 CFR Part 93 and as amended from time to time.

SIGNATURE:

TITLE:

DATE:

ADDENDUM XVI

BID PROPOSAL FROM RFP

ADDENDUM XVII

CORE STAFF POSITIONS

Department's Project Officer:

Name
Title
Address
Email
Phone

Department's Financial Officer:

Maureen Wu
Chief Financial Officer, DHS
57 Howard Avenue
LP Building, 1st Floor
Cranston, RI 02920
Maureen.Wu@dhs.ri.gov
401-462-0547

Contractor's Project Officer:

Name
Title
Address
Email
Phone

Contractor's Financial Officer:

Name
Title
Address
Email
Phone

ADDENDUM XVIII

FEDERAL SUBAWARD REPORTING FFATA FORM

See Attached RI Office of Management and Budget, Sub-Award Reporting Worksheet

Directions:

For contracts awarding more than \$25,000 in FEDERAL funds, include Transparency Act Questionnaire for agency to complete and return.

If award is not for Federal funds, or is for less than \$25,000, enter “Reserved” under the above heading, and no questionnaire should be provided.

IMPORTANT ITEMS TO NOTE ABOUT NEW REQUIREMENT

The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252) requires the Office of Management and Budget (OMB) to maintain a single, searchable website that contains current information on all Federal spending awards. That site is at www.USASpending.gov.

- Includes both mandatory and discretionary grants
- Do not include grants funded by the Recovery Act (ARRA)
- For more information about Federal Spending Transparency, refer to <http://www.whitehouse.gov/omb/open>
- If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award will be subject to the reporting requirements, as of the date the award exceeds \$25,000
- If the initial award equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the award continues to be subject to the reporting requirements of the Transparency ACT and this Guidance

**Rhode Island Office of Management & Budget
Sub-Award Reporting Worksheet**

Rev. 06-2014

Please type or print clearly in black or blue ink, answer all questions, and sign and date the form.

Section 1: State Agency and Federal Award Information													
Agency Contact Name				Agency Contact Telephone									
Sub-Award Program Name				Agency Contact Email									
Sub-Award Program Description													
Federal Award Information													
Federal Program Name						Federal Awarding Agency							
Federal Award Number						Date of Federal Award							
Award Type						CFDA Number							
Prime Agency DUNS +4						Amount Obligated from this Award							
Is sub-award funded by more than one federal award?										Yes *		No	

* If yes, use Attachment 1-A to provide information on additional federal awards funding this sub-award.

Section 2: Sub-Awardee Information													
Sub-Awardee DUNS+4						System for Award Management Registration Expiration Date (if applicable)							
Sub-Awardee Name (as registered in DUNS)													
Sub-Awardee Address (as registered in DUNS)						Sub-Award Principal Place of Performance (where work performed)							
Number and Street						Number and Street							
City						City							
State						State							
ZIP+4						ZIP+4							
Executive Compensation† (to be completed by sub-awardee)													
In preceding fiscal year, did federal funds from all sources make up more than 80% of agency budget? If no, stop. Do not report executive compensation. Proceed to Sub-Awardee Certification.										Yes		No	
In preceding fiscal year, did your agency receive more than \$25 million in federal funds? If no, stop. Do not report executive compensation. Proceed to Sub-Awardee Certification.										Yes		No	
Is information about the compensation of the senior executives in the sub-recipient's organization (including parent organization, all branches, and all affiliates worldwide) publicly available? If no, report executive compensation for five highest paid officials below.										Yes		No	
Official Name				Compensation Amount									
Official Name				Compensation Amount									
Official Name				Compensation Amount									
Official Name				Compensation Amount									
Official Name				Compensation Amount									

† See Federal Register Volume 75, No. 177, Appendix A, Paragraph E5 for guidance on reporting executive compensation.

Sub-Awardee Certification											
I certify, to the best of my knowledge and belief, that the information provided is complete and accurate, and that I am authorized to sign contracts and other legally binding documents on behalf of the entity. I understand that my typed name below shall have the same force and effect as my written signature.											
_____				_____				_____			
Signature				Title of Signatory				Date			

Section 3: Sub-Award Information (for state agency administrative purposes only)											
Sub-Award Number				Sub-Award Date				FFATA Report Month			
Amendment 1 Obligation Amount				Amendment 1 Date				FFATA Report Month			
Amendment 2 Obligation Amount				Amendment 2 Date				FFATA Report Month			