



**Solicitation Information
March 15, 2016**

RFP #: 7550411

**TITLE: Home- And Placement-Based Services to Improve Outcomes for DCYF
Children, Youth and Families**

SUBMISSION DEADLINE: April 26, 2016 at 10:00 AM

PRE-BID/ PROPOSAL CONFERENCE: YES

MANDATORY: NO

DATE: March 31, 2016 at 10:00 AM to 12:00 PM

**LOCATION: RI DOA/Division of Purchases
One Capitol Hill, Providence, RI 02908
2nd floor, Conference Room A**

SOLICITATION QUESTIONS

Questions concerning this solicitation must be received by the Division of Purchases at david.francis@purchasing.ri.gov no later than **April 4, 2016 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 www.purchasing.ri.gov 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 I. INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Department of Children, Youth and Families (DCYF), is soliciting proposals from qualified entities to provide stand-alone home-based services, stand-alone placement-based services, and integrated home-based and placement-based services that improve long term outcomes for children and families in its care.

The contracts resulting from this solicitation are expected to be for a one (1) year initial term, with Department options to annually renew each contract for four additional one (1) year terms, for up to a maximum contract length of five (5) years.

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 scope of work defined by this RFP will be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content shall be borne by the vendor. The State assumes no responsibility for these costs.
4. Proposals are considered to be irrevocable for a period of not less than 60 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 MBE's 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 II. PURPOSE AND BACKGROUND

Purpose

The purpose of this solicitation is to procure stand-alone home-based services, stand-alone placement-based services, and integrated home-based and placement-based services that improve long term outcomes for children and families in DCYF care. The Department seeks to shift its programming towards a System of Care that strengthens families to safely maintain children in their own homes, prioritizes kin and foster family placements for children who must be removed from their families, utilizes group placement only when necessary for short-term treatment, and intensely supports reunification, guardianship, and adoption.

The Department is seeking to build upon its strengths and improve performance in the following priority areas:

- ***Strengthening families to increase proportion of children who can be safely maintained in their own homes:*** Removing children from their homes is traumatizing to the child, parents, and other family members involved. Rhode Island removes children from their homes at a rate far above the national average (approximately 6 per 1,000 children under age 18 entering the foster care system, compared to national average of 3 per 1,000 children in 2013).¹ These decisions are complex, involving the authority of the courts, caseworkers, parents, attorneys, and other invested actors. Critical to preventing removals is having services in place with a demonstrated ability to prevent repeat abuse, neglect, and other indicators leading to removals.
- ***Increasing care in family settings:*** Rhode Island has one of the highest rates of congregate care use in the nation, even after taking into account the Department's unified structure overseeing the child welfare, juvenile justice, and children's behavioral health systems. In 2012, approximately 28% of children removed from their homes were living in group care.² Strong proposals will demonstrate a philosophical and practice orientation towards safely preventing out-of-home placements and shortening time in DCYF care, with a commitment to permanency and willingness to work flexibly with concurrent planning efforts. Services should engage and use flexible and responsive home, school, neighborhood and community resources in the least restrictive environment to maintain continuity of relationships and supports for children, youth and families.
- ***Improving placement and permanency outcomes for adolescents:*** The Department and providers have made significant progress increasing placements with kin or natural supports for children aged 0-12. However, adolescents, who make up 41% of Rhode Island's children and youth in foster care, continue to experience congregate care at an alarming rate: nearly two-thirds of those in care live in group placements³. Of youth leaving care at age 12 or older, nearly 1 in 3 exit to emancipation (29%).⁴ Strong proposals for programs serving teens will demonstrate an emphasis on permanency.
- ***More consistently sustaining reunification:*** Within 12 months of reunification, close to 28% of children in Rhode Island re-enter the care of the Department; this rate is the

¹ AFCARS, made available through KIDS COUNT, 2015

² Annie E. Casey Foundation, 2015

³ RI Entry Cohort Longitudinal Database, based on AFCARS A/B File Submissions and RICHIST Placement data

⁴ DCYF, RI Child Welfare Outcome Data RI Report 2011-2014

second highest in the nation and more than twice the national average (12%).⁵ The Department intends to improve services and implement policies that prevent re-entries and support long-term success for children and families in care. Strong proposals will demonstrate programming that help to prevent re-entry, including but not limited to planning for step down and permanency, integration with home-based services, and aftercare.

Background

DCYF's mission and vision

The Rhode Island Department of Children, Youth and Families, an agency within the Executive Office of Health and Human Services, is the unified state agency with combined responsibility for child welfare, children's behavioral health and juvenile corrections. The Department is statutorily designated (RIGL 42-72-5) as "the principal agency of the state to mobilize the human, physical, and financial resources available to plan, develop, and evaluate a comprehensive and integrated statewide program of services designed to ensure the opportunity for children to reach their full potential. Such services shall include prevention, early intervention, outreach, placement, care and treatment and aftercare programs."

The Department's mission is to partner with families and communities to raise safe and healthy children and youth in a caring environment toward its vision of *Healthy Children and Youth, Strong Families, Diverse Caring Communities*. Guiding principles, which inform how the Department fulfills its mission, are posted on the Department's website at http://www.dcyf.ri.gov/about_us.php.

A selected list of statutes and regulations relevant to DCYF, and with which all vendors must comply, is attached as APPENDIX F.

Strategic planning at DCYF

DCYF is in the midst of significant reforms aimed at improving services to and outcomes of children and families through data-driven decision-making and innovation, streamlining and improving day-to-day agency efficiency, and implementing stronger financial controls.

Over the past year, the Department has engaged a wide range of community partners, national experts, technical advisors, and other stakeholders to solicit input on its strategy to achieve better results for the children, youth, and families in its care.

Since 2011, many DCYF services have been contracted, delivered, and paid for through two Networks of Care, with lead agencies managing subcontracts with service providers. In December 2015, the Department announced that all remaining Network of Care functions will be transitioned back to DCYF no later than March 31, 2016.

Four Family Care Community Partnerships (FCCPs) were established in 2009 to improve the lives of children and families not open to the Department through prevention and the provision of effective community-based services. The Department holds contracts with the four FCCP lead agencies through December 2016.

⁵ DCYF, RI Child Welfare Outcome data Federal Report 2010-2013; ACF, Child Welfare Outcomes 2010-2013

Key initiatives to improve outcomes

Using evidence to inform service models

The Department desires to enhance and expand services, supports, and resources that have a high likelihood of improving the safety, permanency, and well-being for children and families served. The Department does not expect every program to have an equally strong evidence base; rather, it expects providers to be aware of the available evidence for a program's impact and proactively plan and adjust intake, management, and evaluation strategies based on the best information available.

DCYF seeks respondents who present compelling evidence that their program(s) will have a meaningful and observable impact on the children and families in their care, and demonstrate how the outcomes against which programs have been evaluated are relevant, achievable, and impactful. Evidence-based programs, evidence informed programs, and locally-developed programs developed with deep knowledge of Rhode Island's operating environment and population(s) served will all be considered. To assist Offerors in identifying programs with strong bases of evidence, a list of national databases that review research literature and publish information on program effectiveness is included as APPENDIX G.

Collaborating with Department to improve performance

The Department seeks Offerors 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 works. Key characteristics of such organizations include sound management practices, a robust infrastructure for collecting and analyzing data, and a commitment to continuous learning and innovation.

Supporting innovative provision of high-quality, cost-effective services

With this procurement, the Department aims to facilitate innovation and flexibility, add new services to the array available, generate greater value for taxpayers, and ensure transparency and accountability. While the Department anticipates provider fees for most services will be earned based upon a daily rate, the Department will also consider alternative fee structure proposals in which Offerors identify opportunities to more effectively align provider compensation with one or more of the strategic and business objectives outlined in this RFP, including but not limited to, incentive-based payments for the achievement of significant performance. Refer to SECTION V for detailed specifications for Cost Proposals.

Additional DCYF initiatives

The Department is undertaking several additional initiatives to improve system performance:

- Establishing a Director's Approval Process (DAP) through which any congregate care placement is subject to multiple supervisory reviews. This initiative more clearly defines eligibility requirements for congregate care, and ensures that referrals to congregate care are appropriate and necessary, and that all placement options – including placement with kin, fictive kin, or a non-relative foster family – have been fully explored and exhausted prior to requesting congregate care.

- Initiating Expedited Permanency Meetings (EPM) to safely accelerate permanency and facilitate step-downs for youth currently in group care by engaging children and youth and their families in comprehensive planning and collaborative decision-making.
- Developing a new central placement and referral unit at DCYF to match children, youth, and families to the most appropriate services, supports, and resources for their care.
- More actively managing contracts to enhance accountability, facilitate collaborative troubleshooting, and drive continuous improvement in the quality and results of services delivered to children and families in care.

Since November 2015, when the Director's Approval Process was established, the population of DCYF youth living in congregate settings has decreased by approximately 10%.

SECTION III. SCOPE OF SERVICES REQUESTED

This section describes the scope of services, and target populations for those services, requested by the Department.

Each response shall propose either a single stand-alone service or a bundled set of integrated services. Proposals shall address needs either within a single category or across multiple outcome categories of services requested. Offerors wanting to propose more than one (1) stand-alone service or more than one (1) bundled set of integrated services shall submit individual proposals for each. Multiple contracts may be awarded under this solicitation.

All vendors must comply with applicable state and federal laws. Please see APPENDIX F.

Target populations

DCYF aims to secure through this solicitation services, supports, and resources for children, youth, and families open to DCYF and meeting the following characteristics:

- Children, youth, and families where the child is at risk of removal from family
- Children, youth, and families requiring temporary out of home care
- Children, youth, and families reunifying from out of home care or otherwise transitioning to permanency
- Children, youth, and families open to DCYF or juvenile probation, and involved with the juvenile justice system

Detailed information on the characteristics of these target populations is included in APPENDIX C. Additional background information may be found in DCYF publications and data made available at http://www.dcyf.ri.gov/data_evaluation.php. The Rhode Island Kids Count Factbook also catalogues information about the State's child welfare and juvenile justice populations, and is available online at <http://www.rikidscount.org>.

Scope of services requested

In this solicitation, DCYF requests proposals for services, supports, and resources in the below outcome categories. Detailed information on the scope of services included in this solicitation is provided in APPENDIX B.

Category number-letters below refer to the identifiers used in the framework provided in APPENDIX A.

Eight (8) outcome categories of services are requested:

- Home-based services for children, youth, and families at risk of experiencing removal that help families develop skills, resources and natural supports to safely remain together, including services designed to:
 - (2A) Safely prevent unnecessary entry into out of home care and congregate care
 - (2B) Improve anti-social behaviors and strengthen court compliance of delinquent youth

- Placement-based services for children, youth, and families requiring temporary out of home care that safely care for youth while providing effective clinical treatment and addressing other barriers to returning to a family-like setting, and preparing youth for independence, including services designed to:
 - (3A) Care for children in family-based foster care while driving to permanency
 - (3B) Address acute youth barriers to placement in family-based setting
 - (3C) Assess and stabilize children requiring out of home placement
 - (3D) Prepare youth for independence

- Home-based services for children, youth, and families reunifying from out of home care or otherwise transitioning to permanency that facilitate and sustain permanency, including services designed to:
 - (4A) Develop parenting capabilities and family resources required for reunification
 - (4B) Facilitate and sustain reunification and other transitions from out of home care

Services for sub-populations with specialized needs

In addition to addressing the needs of the general target populations described above, the Department is also requesting services for specific sub-populations with specialized needs in select outcome categories, as described in APPENDIX B.

Services excluded from this solicitation

Services, supports, and resources for children, youth, and families not open to DCYF are generally *not included* in this solicitation.

Excluded in this solicitation are:

- Services to (1A) identify and prevent at-risk families from DCYF involvement, (1B) safely divert investigated families from subsequent DCYF involvement, and (1C) divert youth from the juvenile justice system, such as those provided through the Family Care Community Partnerships (FCCPs), Wayward/Disobedient programs, and Youth Diversionary Programs.
- Services to (2C) prevent crisis-driven disruptions in care through mobile crisis response are expected to be procured through a separate solicitation.
- Services to (2D) evaluate and/or treat mental and behavioral health needs of children accessed through Medicaid health plans or private insurance, and, except in rare circumstances, not funded directly by DCYF.
- Services to help transition children, youth, and families from care, including services to (4C) support successful transitions to adulthood (such as the Consolidated Youth Services program) and (4D) accelerate and sustain adoption or guardianship when reunification is not an option, such as adoption support services and adoptive family peer support resources.
- Services provided by the Youth Transition Center.

SECTION IV. TECHNICAL PROPOSAL

The Technical Proposal must address specifically each of the following required elements. Offeror shall present proposal in the same sequence and with the same letter scheme and the first sentence of headings shown in this Section. If the Offeror believes that a subject has been adequately addressed in another part of the Technical Proposal, then a cross-reference to the appropriate part of the narrative must be provided.

Offeror shall specifically identify in Technical Proposal element 2.1.1 which outcome category its response proposes to address.

Technical Proposal elements

1. Quality of Proposed Services

1.1. Service model and delivery

- 1.1.1. Describe the specific service, or set of integrated services, the Offeror proposes to provide. DCYF seeks proposals that present a service model that is aligned with child welfare best practices, individualized and strengths-based, and comprehensively described, inclusive of detail on clinical philosophy, service components, intensity and duration of service, frequency and setting of client engagement, risk management, and staffing strategy and staffing ratios for service delivery, supervision, and administration.
- 1.1.2. Describe the policy and procedure for intaking, matching to services, and service planning for referred children, youth, or families. DCYF seeks proposals that offer child-centered, youth-guided and family-driven service-planning; detail specific methods and anticipated timelines to select, enroll, and retain program participants; manage referrals when clients are not deemed appropriate for the proposed service intervention, and describe a specific, systematic process for recommending the type, level and/or duration of assistance for each program participant; and proactively address system dynamics including the input of judges, attorneys, DCYF workers, and advocates. All treatment plans for services eligible for Medicaid reimbursement shall be supervised by a licensed, independent clinician.
- 1.1.3. Describe supporting resources that will be provided by the Offeror to ensure clients can access proposed services and Offerors can respond immediately to client needs. DCYF seeks proposals that include transportation and other supporting and/or logistical resources necessary for clients to successfully complete treatment, and demonstration capacity to respond immediately to child, youth, and family needs on a continuous (24/7) basis.
- 1.1.4. Describe how the proposed service fits into and/or connects with the array of services proposed by the Offeror, other community organizations, DCYF, educational institutions, or other entities. DCYF seeks proposals that demonstrate robust program linkages to related services, supports, and resources that collectively increase the likelihood of achieving successful outcomes.

1.1.5. Please describe how the proposed service meets the supplemental characteristics for services proposed for the outcome category identified by the Offeror in Technical Response element 2.1.1, and as specified in the Outcome Category descriptions provided in APPENDIX B.

2. *Suitability of Approach/Methodology*

2.1. Outcomes to be achieved

2.1.1. Identify which outcome category this proposal is primarily designed to accomplish. DCYF seeks proposals that present services that are designed to accomplish one or more outcome categories identified in the Scope of Services.

2.1.2. Describe any additional outcomes this service is designed to address, propose up to three (3) primary performance metrics, and propose performance targets against which the proposed service will be continually evaluated. DCYF seeks proposals that are oriented towards achieving safety, permanency, and child wellbeing in the least restrictive environment; define specific, measurable, and outcomes-oriented performance metrics, and propose realistically ambitious targets; and describe the data sources from which these metrics can be sourced.

2.2. Alignment with needs of target population

2.2.1. Describe the target population proposed to be served. Such descriptions shall include the primary recipient(s) of services (for example, child/youth, caregiver, or family unit), the total number of clients to be served annually, the service's point-in-time capacity (the number of clients served at a single moment in time), gender eligibility, age eligibility, the geographic catchment area proposed to be served, and any additional eligibility and/or exclusionary criteria. If the proposal aims to serve any specific special populations as described in the Scope of Services, such populations should be identified and described here. DCYF seeks proposals that have reasonable and achievable service volume and capacity and clearly describe eligibility and/or exclusionary criteria, offer services provided in settings that are geographically proximate and amendable to clients, and are delivered within the State of Rhode Island.

2.2.2. Describe how the proposed service is appropriate for, and meets the needs of, the target population, including families' cultural and/or language needs. DCYF seeks proposals that demonstrate a deep understanding of the developmental, support and service needs of the target population (including the common experience of prior sexual abuse); reflect research and learning about the lifetime impacts of trauma; and are culturally competent for diverse children, youth, and families, including but not limited to those for whom English is not a first language and those identifying as LGBTQQI.

2.3. Feasibility of success

2.3.1. Describe why the proposed service model is likely to cause the achievement of desired outcomes for the target population. DCYF seeks proposals that cite in specific rigorously-designed, replicated, and peer-reviewed research – or, for

locally-developed programs, a well-constructed theory of change and logic model⁶ supported by the best available research – that credibly supports causal links between services delivered and achievement of desired outcomes. Provide URLs or other details sufficient for verification of cited research.

2.3.2. Describe the Offeror’s prior experience delivering the proposed service to the described target population. DCYF seeks proposals that reflect successful track record of effectively delivering services similar to those proposed to clients similar to those of the target population.

2.3.3. Describe how the Offeror will ensure services are delivered in a manner consistent with the service model. DCYF seeks proposals that offer comprehensive fidelity monitoring and remediation strategies.

3. *Staff Qualifications*

3.1. Describe the qualifications, training, and experience of staff involved in service delivery and supervision. DCYF seeks proposals where services are delivered and supervised by highly-qualified, well-trained, and culturally competent caregivers and staff, with minimal staff turnover.

3.2. Describe the composition of the Offeror’s executive leadership team, and describe their qualifications, training, and experience. DCYF seeks proposals from Offerors led by highly-qualified, well-trained, and culturally competent caregivers and staff, with minimal staff turnover.

3.3. Describe the training, coaching, and other professional development opportunities offered to staff involved in the proposed services. DCYF seeks proposals that offer regular, relevant training and professional development opportunities for staff.

4. *Capability, Capacity, and Qualifications of the Offeror*

4.1. Resources and practices to support successful service delivery

4.1.1. Describe for which components of the proposed service the Offeror intends to be primary provider, and for which, if any, and with whom the Offeror intends to subcontract, and describe any relationships established with other organizations that will have a significant role in the development, delivery, or evaluation of services. DCYF seeks proposals that demonstrate the existence of any necessary organizational relationships, and describe the nature of such relationships, including but not limited to contractual and/or financial obligations.

⁶ A theory of change is an expression of the sequence of cause-and-effect actions or occurrences by which organizational and financial resources are assumed to be converted into the desired social results. It provides a conceptual road map for how an organization expects to achieve its intended impact and is often displayed in a diagram. A framework built around concepts of activities, inputs, outputs, outcomes, and impacts is called a logic model (Bridgespan, 2014). The W.K. Kellogg Foundation offers guidance on developing logic models, which is available on its website at <https://www.wkkf.org/resource-directory/resource/2006/02/wk-kellogg-foundation-logic-model-development-guide>.

- 4.1.2. Describe Offeror's practices for documenting client assessments, service plans, and services delivered and submit reports as required or requested by DCYF, the judiciary, and other State entities. DCYF seeks proposals that demonstrate ability to comprehensively and accurately document client information, regularly review that information for completeness and correctness, cooperate with DCYF record reviews, and generate reports as required or requested.
- 4.1.3. Describe Offeror's practices for continuous quality improvement and using quantitative and/or qualitative information to improve performance. DCYF seeks proposals that demonstrate that data and feedback on services and performance are systematically analyzed and regularly used to share learnings, remedy performance deficits, and inform performance improvement.
- 4.1.4. Describe Offeror's information technology infrastructure, staffing, and operational practices for managing client, program, fiscal, and billing data and information. DCYF seeks proposals that demonstrate resources and ability to securely and accurately collect, store, analyze, and share data in accordance with confidentiality requirements.
- 4.1.5. Describe the physical infrastructure in place to support service delivery. DCYF seeks proposals that demonstrate that facilities, physical plant, and other resources used in service delivery are safe for children and families, well maintained, conducive to successful outcomes, and meet all DCYF licensing standards.

4.2. Financial management

- 4.2.1. Describe Offeror's financial management and internal control practices. DCYF seeks proposals that demonstrate financial management and internal control practices and accounting systems that meet the highest standards of fiduciary responsibility, provide protections against waste, fraud, and abuse, comply with generally accepted accounting principles (GAAP), and manage and account for revenue from multiple state and federal funding streams.
- 4.2.2. Describe Offeror's ability to properly invoice for services rendered. DCYF seeks proposals that describe practices to ensure invoices to the Department are accurate and timely, and supported by required documentation, and demonstrate ability to reconcile claims and resolve discrepancies between amounts billed and services rendered.
- 4.2.3. Describe Offeror's readiness to direct bill Medicaid and private health plans for covered activities and services. DCYF seeks proposals that demonstrate preparations undertaken to perform direct Medicaid billing for approved services or assist the Department in developing direct Medicaid billing for other services.

4.3. Qualifications and certifications

- 4.3.1. Demonstrate compliance with all state and federal regulations and statutes, including but not limited to completing background checks for all staff and volunteers who have one-on-one contact with children and youth, and providing a list of all current and relevant organizational certifications, accreditations, licenses and other regulatory compliance acknowledgments that indicates the expiration

dates for any/all of these qualifications and describes plans for continued compliance. DCYF seeks proposals that demonstrate current compliance and willingness and ability to sustain compliance with all state and federal regulations and statutes.

- 4.3.2. Describe any material litigation, administrative proceedings or investigations in which the organization or any of its principals, partners, associates, subcontractors or support staff is currently involved or that has been settled within the past five (5) years, and also describe any critical incidents the organization has experienced over the past five (5) years, including but not limited to, staff assaults, client maltreatment, child deaths, and other infractions. DCYF seeks proposals that have identified and addressed any such proceedings and/or critical incidents that the Offeror has experienced.
- 4.3.3. Identify and address any conflicts of interest that may arise as a result of business activities or ventures by the organization or associates of the organization, employees, or subcontractors as a result of any individual's status as a member of the board of directors of any organization likely to interact with the Department. DCYF seeks proposals that adequately mitigate and respond to perceived, potential, and/or actual conflicts of interest.

SECTION V. COST PROPOSAL

Cost Proposal elements

The Cost Proposal shall address specifically each of the following required elements. Offeror shall present Cost Proposals according to the guidance specified in this Section and in APPENDIX H. Offeror shall present all other elements of Cost Proposal in the same sequence and with the same letter scheme and headings shown in this Section.

1. Budget and Narrative

- 1.1. Present a detailed line-item budget that proposes fees charged to DCYF for services not direct billed to other entities. DCYF seeks proposals that are credible, cost-efficient, and reasonable for the number of children, youth, and families the offer proposes to serve. A template for budget preparation is provided as APPENDIX H. 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, general and administration, and net income.
 - 1.1.2. Describe in detail the volume (number of clients) and duration (length of service per client) assumptions that underlie the fee proposed.
 - 1.1.3. Any anticipated offset funding from non-Departmental sources that will be used to deliver services and supports to the target population, such as RItE Care, federal grants, in-kind donations, or private philanthropy.
 - 1.1.4. Total amount anticipated to be charged to the Department (total funds requested) for the volume, duration, and expected performance assumed.
 - 1.1.5. An Effective Daily Rate, calculated in accordance with guidance provided in APPENDIX H.
- 1.2. Present a detailed, specific budget narrative that explains the basis and rationale for fees proposed. Budget narratives shall, at a minimum, specifically address each of the following elements:
 - 1.2.1. Structure of fees proposed, including unit of payment, and rationale and benefits for such 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, general and administrative, and net income allocations.
 - 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 proposed incentive-based fee structures, and the rationale and benefits for such payments. Inclusion of incentive-based fees is optional. For proposals with incentive-based fee structures, DCYF seeks proposals that align provider compensation with one or more of the strategic and business objectives outlined in this RFP, are based on performance levels justified by evidence offered in the Technical Proposal, and have outcome metrics tied to existing administrative data elements. Proposals shall specifically address each of the following, in accordance with APPENDIX I:

1.3.1. A clearly defined metric (the performance measure), measurement methodology, and description of the data source.

1.3.2. The performance threshold at which the proposed incentive-payment will be triggered (the target or benchmark which must be met in order for the provider to earn an incentive-payment).

1.3.3. The provider's expected performance level (the anticipated frequency with which it expects to meet the performance threshold and earn an incentive-payment), and a description of the rationale for anticipating such performance and the likely benefits to children, youth, families, and the Department to result from such performance.

1.3.4. The proposed incentive-payment amount, in dollars, for each occasion the provider meets the performance threshold.

1.3.5. The assumed number of anticipated opportunities to meet the performance threshold.

Cost Proposal specifications

Anticipated fee structure

The Department anticipates provider fees for most services will be earned based upon a defined dollar amount paid for each day a client is enrolled in services ("daily rate"). Providers shall include in their Cost Proposal an Effective Daily Rate calculated in accordance with guidance provided in APPENDIX H.

Incentive-based fees

The department is interested in moving towards fee structures which conditions some or all of provider compensation on achievement of specific results

Up to three (3) bonus points are available for proposals that include incentive-based fee structures. The Department seeks proposals that align provider compensation with one or more of the strategic and business objectives outlined in this RFP, are based on performance levels justified by evidence offered in the Technical Proposal, and have outcome metrics tied to existing administrative data elements.

In accordance with APPENDIX I, proposed incentive-based fee structures should have clearly defined metrics, measurement methodology, and targets or benchmarks upon which payment will be triggered. Such incentive-based fee structures may include, but are not limited to, those

that include provisions for “bonus” payments for exceptional performance on top of per-diem funding.

The Department anticipates that any incentive-based fees will be based on achievement of significant results associated with one or more of the following:

- Safely maintaining children and youth in their own homes
- Shortening lengths of stay and safely sustaining permanency outcomes for children and youth in out of home care
- Safely sustaining family reunification or other permanency outcome
- Increasing family-based placements and placement resources, particularly for high need populations

Federal claiming and record keeping

Providers shall be prepared to develop and perform direct Medicaid billing for approved services as directed by the Department.

The Department will combine or “blend” funding from many different sources, including state general revenue and various federal sources, such as Title IV-E, which covers room and board costs for foster children; Title IV-B; and Medicaid, which reimburses for mental health and behavioral health and rehabilitation services and for home and community-based services. Each of these federal funding sources requires specific service and reporting requirements, which can differ by funding source. Providers will be required to support federal claiming by the Department through the following:

- Provide all essential documentation necessary for the Department to submit a claim for individual recipients and ensure records are compliant with relevant federal and state regulations and guidance.
- Submit Medicaid claims directly where feasible to the State’s Medicaid Management Information System (MMIS) for Medicaid services provided through the Department of Children, Youth and Families, Department of Human Services, and Department of Behavioral Healthcare, Developmental Disabilities, and Hospitals.
- Assist the Department with completing time studies for applicable providers and staff to quantify the percentage of staff time spent on federally reimbursable activities.
- As requested, collaborate with the Department to establish reimbursement procedures and processes when reimbursement for service is possible through Medicaid, Title IV-E or another source.

Providers shall maintain detailed service and expenditure records that will be available for review and auditing by federal and state authorities, upon request. These records shall substantiate cost reports and invoices and support that funded services were delivered in compliance with federal and state requirements, including those contained in Rhode Island’s Title IV-E, IV-B and Medicaid State Plans. Provider shall possess financial management and accounting systems capable of generating financial reports on utilization, cost, claims, billing and collections for the department and other stakeholders.

Documentation must be retained for at least seven (7) years following the month in which a service was delivered.

Invoice submission

For services that are not currently direct billed, the provider will be responsible for submitting a properly completed, department approved invoice form on a monthly basis that details all expenditures made with department funding. These invoices will include the recipient, service, duration/units delivered, dates of service, diagnosis (when necessary), eligibility and other key information to be used to submit claims for federal reimbursement and reconcile expenditures against activities. The department reserves the right to request additional supporting documentation. The department may reject any service expense included on the invoice that is not related to an appropriate activity.

Cost allocation plan

Prior to the initiation of services, Successful Offerors shall submit a cost allocation plan (CAP) to the department for approval. This cost allocation plan must be developed in accordance with the appropriate federal cost principles as contained in Federal OMB circular A-122, "Cost Principles for Non-Profit Organizations." The CAP must identify the methodologies and procedures used to identify, measure, and allocate allowable direct and indirect costs to each program or service managed by the provider.

SECTION VI. EVALUATION AND SELECTION

Evaluation and selection process

Proposals will be reviewed by a Technical Review Committee comprised of staff from state agencies. Awards will be made by outcome category.

To advance to the Cost Evaluation phase, the Technical Proposal must receive a minimum of 50 (71.4%) out of a maximum of 70 technical points. Any technical proposals scoring less than the minimum will not have the cost component opened and evaluated. The proposal will be dropped from further consideration. Technical proposals scoring the minimum number of points or more will be evaluated for cost and assigned up to a maximum of 30 points in that category plus an opportunity for up to 3 bonus points for incentive-based fee structures, bringing the potential maximum score to 103 points.

Cost proposals will be grouped by outcome category, and scored respective to the lowest responsive cost proposal in each outcome category. This will be done by dividing the proposed Effective Daily Rate by the Effective Daily Rate of the lowest cost proposal in each outcome category, multiplied by the maximum possible points for Budget. Proposals addressing needs across multiple outcome categories shall be scored against similarly scoped proposals. The low offeror will such receive one-hundred percent (100%) of the available points for Budget, and all other offerors will be awarded Budget Points based upon the following formula: (Low Bid / Vendor's Bid) * Available Points.

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

The State/Department 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). Multiple contracts may be awarded under this solicitation. The State/Department reserves the right to negotiate any terms of an award, including, but not limited to, Offeror rates.

Evaluation criteria

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

Criteria	Possible Points
<i>Technical Proposal</i>	
Quality of Proposed Services <ul style="list-style-type: none">• Service model and delivery	20 points
Suitability of Approach/Methodology <ul style="list-style-type: none">• Outcomes to be achieved• Alignment with needs of target population• Feasibility of success	20 points
Staff Qualifications	10 points
Capability, Capacity, and Qualifications of the Offeror <ul style="list-style-type: none">• Resources and practices to support successful service delivery	20 points

<ul style="list-style-type: none"> • Financial management • Qualifications and certifications 	
Total possible Technical Points	70 points
<i>Cost Proposal</i>	
Budget	30 points
Incentive-based fee structure (bonus option)	3 points
Total possible Points	103 points

SECTION VII. PROPOSAL SUBMISSION

Pre-bid conference

The State will convene a Pre-bid Conference at the time and location indicated on page one of this solicitation. Participation in the Pre-bid Conference is optional. Parties unable to attend may send a local agent on their behalf. Sign-in will be required of all participants. The State may publish the list of attendees and/or their organizations at any time.

Solicitation questions

Offerors are encouraged to submit written questions to the Division of Purchases. **No other contact with State parties will be permitted.** 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. No other contact with State parties will be permitted.

Please reference the RFP number on all correspondence. Questions shall be submitted in a Microsoft Word attachment. Answers to questions received, if any, will be posted on the State Purchasing Website at www.purchasing.ri.gov 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.

Proposal submission

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. Proposals shall be received by mail or hand-delivery in a sealed envelope clearly labeled with the RFP number, the RFP title, and the Offeror's name, by the date and time indicated on page one of this solicitation.

Responses [**an original plus ten (10) copies**] should be mailed or hand-delivered in a sealed envelope marked "**RFP# 7550411 Home- And Placement-Based Services to Improve Outcomes for DCYF Children, Youth and Families**" to:

Rhode Island Department of Administration
Division of Purchases, 2nd floor
One Capitol Hill
Providence, RI 02908-5855

NOTE: Responses received after the date and time listed on the cover page of this solicitation, as registered by the official time clock in the reception area of the Division of Purchases, 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 each of 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*** (an original plus ten [10] copies) addressing each of the elements identified in SECTION IV. TECHNICAL PROPOSAL of this solicitation.
 - Technical Proposals shall be written in size 12 font, single spaced. Original documents shall be printed single-sided and unbound; copies shall be printed double-sided and bound with a staple. All documents shall include, in the footer of each page, page numbers and the Offeror name.
 - The Technical Proposal is limited to ten (10) pages and up to ten (10) pages of appendices.
 - Proposals that do not comply with the above formatting instructions will not be considered.
4. **A separate signed and sealed Cost Proposal** (an original plus ten [10] copies) addressing each of the elements identified in SECTION V. COST PROPOSAL of this solicitation which presents fees (Cost Proposal element 1.1) according to the guidance specified in APPENDIX H.
5. An electronic copy of both the Technical Proposal and Cost Proposal in searchable Microsoft Word (.doc or .docx) or PDF (.pdf) format which is submitted on a USB flash drive placed in the proposal marked "Original". Any budgets or other quantitative documents included in the Cost Proposal shall also be submitted in Microsoft Excel (.xls or .xlsx) format. **The electronic copy of the Cost Proposal must be sealed with the hard copy Cost Proposal.**

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 any work resulting from this 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>.

APPENDICES

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APPENDIX A. OUTCOMES FRAMEWORK FOR DCYF SERVICE ARRAY

This figure illustrates the outcomes framework for Department’s anticipated service array.

1. Family at risk of DCYF involvement	1A. Identify and prevent at-risk families from DCYF involvement	1B. Safely divert investigated families from subsequent DCYF involvement	1C. Divert youth from the juvenile justice system	
2. Child at risk of removal from family	2A. Safely prevent unnecessary entry into out of home care and congregate care	2B. Improve anti-social behaviors and strengthen court compliance of delinquent youth	2C. Prevent crisis-driven disruptions in care through mobile crisis response	2D. Treat mental and behavioral needs of children in their communities
3. Child requiring out of home placement	3A. Care for children in family-based foster care while driving to permanency	3B. Address acute youth barriers to placement in family based setting	3C. Assess and stabilize children requiring out of home placement	3D. Prepare youth for independence
4. Child transitioning to permanency	4A. Develop parenting capabilities and family resources required for reunification	4B. Facilitate and sustain reunification and other transitions from out of home care	4C. Support successful transitions to adulthood	4D. Accelerate and sustain adoption when reunification is not an option

APPENDIX B. DETAILED INFORMATION ON SCOPE OF SERVICES REQUESTED

The following outcome categories detail the scope of services, supports, and resources requested in this solicitation by DCYF for children, youth, and families open to the Department. Specialized programming is requested for specific sub-populations in select outcome categories, as described below.

Services for children, youth, and families at risk of experiencing removal

In this RFP, DCYF is procuring home-based services for children, youth, and families at risk of experiencing removal that help families develop skills, resources and natural supports to safely remain together.

Outcome category	2A.Safely prevent unnecessary entry into out of home care and congregate care
Description	DCYF requests proposals for supports and services to help children and families open to DCYF – including those together at home cared for through the Family Services Unit and Intake/ Monitoring Unit, and those cared for in kinship and DCYF foster homes who may be at risk for congregate care placements – develop the skills, resources, and natural supports that safely prevent unnecessary entries into out of home care and/or congregate care.
Potential program elements	Child and/or family counseling and therapy, care coordination, clinical casework, in home assistance, family education and skill-building, community monitoring, family support partners, dedicated respite resources, and/or other program elements.
Sub-populations for whom additional specialized programming is requested	<ul style="list-style-type: none"> a) Children and youth with developmental disabilities b) Children and youth with complex medical needs c) Children and youth with problem sexual behavior d) Adolescents with severe behavioral and mental health needs e) Families in which caregivers have co-occurring substance abuse, domestic violence, and/or mental health needs f) Families with pregnant or parenting youth
Supplemental characteristics of proposals sought by DCYF	<ul style="list-style-type: none"> a) Provide opportunities for continuity of services, supports, and resources across placement settings
Primary performance objectives	<ul style="list-style-type: none"> a) Prevent repeat maltreatment b) Preserve home placements for youth at risk of removal c) Equip families to safely exit DCYF care and successfully function independently
DCYF historically accomplished outcome through referrals to	MST, FCT, TST-Comm, TACT, PLL, Triple P, Parenting Classes, Outreach & Tracking, EFSS, and PFN
Programs not currently offered through DCYF that may be appropriate	MST for Child Abuse and Neglect, MST for Problem Sexual Behaviors Functional Family Therapy, Homebuilders, The Incredible Years, Multidimensional Family Therapy (MDFT)

Outcome category	2B. Improve anti-social behaviors and strengthen court compliance of delinquent youth
Description	DCYF requests proposals for supports and services that address anti-social behaviors and criminogenic needs, and help divert youth on probation, youth returning from the Rhode Island Training School, or otherwise open to DCYF from further involvement with the juvenile justice system and/or DCYF. ⁷
Potential program elements	Child and/or family counseling and therapy, care coordination, clinical casework, in home assistance, family education and skill-building, community monitoring, nonviolence training, gang intervention, pro-social activities, and/or other program elements.
Sub-populations for whom additional specialized programming is requested	<ul style="list-style-type: none"> a) Youth involved in gang activities b) Children and youth with problem sexual behavior
Supplemental characteristics of proposals sought by DCYF	<ul style="list-style-type: none"> a) Ability to begin working with child, youth, and family prior to release from secure placement b) Track record of successfully collaboratively with family court and probation
Primary performance objectives	<ul style="list-style-type: none"> a) Decrease repeat antisocial or delinquent behaviors b) Prevent placement into out of home care (including RITS) c) Empower youth and families to cope with family, peer, school, and neighborhood problems
DCYF historically accomplished outcome through referrals to	Outreach and Tracking, MST, PFN, PLL, Triple P, EFSS, sexual offender treatment, substance abuse treatment, and nonviolence training workshops
Programs not currently offered through DCYF that may be appropriate	Mentoring programs, cognitive behavioral therapies, trauma-informed therapies, MST for Substance Abuse

⁷ Services targeting juvenile justice involved youth prior to DCYF involvement – including Wayward/Disobedient Services and Youth Diversionary Programs – fall outside of the scope of this procurement.

Services for children requiring out of home care

In this RFP, DCYF is procuring placement-based services for children, youth, and families requiring temporary out of home care that safely care for youth while providing effective clinical treatment, addressing other barriers to returning to a family-like setting, and preparing youth for independence. While DCYF has made significant progress achieving kinship and other family-based care for younger children, adolescents continue to experience high rates of group care placements – moving forward, the Department anticipates increasing use of family-based care in lieu of congregate settings for these children as well.

Outcome category	3A. Care for children in family-based foster care while driving to permanency
Description	DCYF requests proposals for foster care by families with specialized training to care for children and adolescents with significant emotional, behavioral, or social issues or medical needs. DCYF anticipates that therapeutic and casework supports provided to children in privately managed foster homes, as well as associated board rates, may be adjusted based on child and family needs.
Potential program elements	Clinical and casework supports and services for foster families and youth, intensive supervision, resources for engagement in pro-social activities, peer supports for foster families, aftercare, transitions supports, and/or other program elements.
Sub-populations for whom additional specialized programming is requested	<ul style="list-style-type: none"> a) Children and youth with complex medical needs b) Children and youth problem sexual behavior c) Adolescents with severe behavioral and mental health needs, including those who have historically had high rates of out-of-state placement d) Pregnant or parenting youth e) Justice-involved youth
Supplemental characteristics of proposals sought by DCYF	<ul style="list-style-type: none"> a) Connections to respite resources b) Mechanisms to support shared sibling placement c) Well-developed plans for ongoing recruitment of foster families, including for the special populations identified above d) Highly-individualized delivery of services based on child needs
Primary performance objectives	<ul style="list-style-type: none"> a) Maintain a safe, stable, and trauma-sensitive environment for children in care b) Accelerate family reunification or achievement of permanency c) Reduction in youth problem behaviors and symptoms of trauma
DCYF historically accomplished outcome through referrals to	Private agency foster homes
Programs not currently offered through DCYF that may be appropriate	Treatment Foster Care Oregon

Outcome category	3B. Address acute youth barriers to placement in family-based setting
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Description	DCYF requests proposals for short-term, temporary residential and group care for children with acute mental or behavioral health needs who have been unable to thrive in family-based settings. These programs shall be explicitly designed to return youth to family-based settings as quickly and safely as possible.
Potential program elements	Clinical care delivered in residential and group home settings, trauma-informed therapies delivered by masters-level clinicians, intensive casework, coordination of family members, natural supports, and other stakeholders to support rapid permanency, and/or other program elements.
Sub-populations for whom additional specialized programming is requested	<ul style="list-style-type: none"> a) Children and youth with developmental disabilities b) Children and youth with problem sexual behavior c) Adolescents with severe behavioral and mental health needs, including those who have historically had high rates of out-of-state placement d) Juvenile-justice involved youth, including those reentering from placement at the Rhode Island Training School e) Pregnant or parenting youth
Supplemental characteristics of proposals sought by DCYF	<ul style="list-style-type: none"> a) Philosophy that residential treatment is an episode of clinical care rather than long-term placement option b) Programming designed to address behaviors that require acute inpatient care rather than long-term treatment needs that may be effectively addressed in home-based settings with appropriate services and supports c) Includes clinically recognized treatment model designed to achieve specific and measurable behavioral outcomes for each youth based on assessed needs and strengths, maintain family and other natural connections, and accelerate reunification d) Engages families and natural support engagement in service planning e) Provides discharge planning and aftercare to facilitate continuity of services, supports, and resources across placement settings f) Employs licensed clinical staff or registered nursing and is accredited by nationally-recognized accrediting body
Primary performance objectives	<ul style="list-style-type: none"> a) Address barriers preventing youth from succeeding in family-based setting b) Increase frequency of, speed to, and sustainment of step-down to family-based placement or achievement of permanency (reunification, guardianship, or adoption) c) Prevent placement disruptions and repeat maltreatment
DCYF historically accomplished outcome through referrals to	Group homes, residential treatment programs, secure residential treatment programs
Programs not currently offered through DCYF that may be appropriate	Fostering Healthy Futures (FHF)

Outcome category	3C. Assess and stabilize children requiring out of home placement
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Description	DCYF requests proposals for short-term services for children in immediate need of placement stabilization and/or milieu-based assessment of needs. Provider shall be well-positioned to safely and rapidly transition children to a more appropriate treatment or placement situation.
Potential program elements	Clinical care delivered in residential and group home settings, trauma-informed therapies delivered by masters-level clinicians, intensive casework, coordination of stakeholders to support rapid permanency, and/or other program elements.
Sub-populations for whom additional specialized programming is requested	a) Justice-involved youth
Supplemental characteristics of proposals sought by DCYF	a) Program delivery and care in family-based settings b) Mechanisms to maintain referral capacity c) Resources for rapid, intensive, and child-specific family-finding when conventional pathways are unsuccessful d) Clinical needs assessments delivered by masters-level clinicians
Primary performance objectives	a) Rapidly respond to and assess children in need of placement after instances of abuse, neglect, or other instability b) Maintain a safe, stable, and trauma-sensitive environment for children in care c) Quickly transition children to stable, home-like settings
DCYF historically accomplished outcome through referrals to	Assessment-oriented foster care and group and residential shelters

Outcome category	3D. Prepare youth for independence
Description	DCYF requests proposals for individualized, youth-driven placement services and supports to prepare young adults to live independently, achieve permanency, develop natural supports, access benefits available to adults, pursue post-secondary education, and sustain meaningful employment.
Potential program elements	Independent and supervised living resources, case management, trauma-informed therapies delivered by masters-level clinicians, coordination of stakeholders to support rapid permanency, educational and vocational supports, life skills instruction, mentorship, and leadership development opportunities, recreational and enrichment opportunities, linkages to other services, and/or other program elements.
Sub-populations for whom additional specialized programming is requested	<ul style="list-style-type: none"> a) Pregnant or parenting youth b) Youth identifying as LGBTQQI
Supplemental characteristics of proposals sought by DCYF	<ul style="list-style-type: none"> a) Program delivery and care in family-based settings b) Commitment to accelerate and sustain adoption or guardianship when reunification is not an option c) Robust resources for helping youth develop linkages to natural peer and adult supports d) Connections with resources for at-risk adults
Primary performance objectives	<ul style="list-style-type: none"> a) Stability in safe and supportive living arrangements b) Achievement of adoption or guardianship c) Development of natural peer and adult supports d) Youth participation in work and/or education
DCYF historically accomplished outcome through referrals to	Supervised living services and independent living programs

Services for children and families transitioning to permanency

In this RFP, DCYF is procuring home-based services for children, youth, and families reunifying from out of home care or otherwise transitioning to permanency that facilitate and sustain permanency.

Outcome category	4A. Develop parenting capabilities and family resources required for reunification
Description	DCYF requests proposals for supports and services for families with children in out of home care to assess family readiness for reunification and prepare families to safely reunify.
Potential program elements	Parenting education and skill-building, clinical assessment, visitation supervision, parent aides, peer mentoring, linkages to other services, and/or other program elements.
Sub-populations for whom additional specialized programming is requested	<ul style="list-style-type: none"> a) Parents with developmental disabilities b) Substance-abusing parents whose needs are best met by services designed for families involved with the child welfare system c) Families experiencing domestic violence whose needs are best met by services designed for families involved with the child welfare system d) Families in which caregivers have co-occurring substance abuse, domestic violence, and/or mental health needs
Supplemental characteristics of proposals sought by DCYF	N/A
Primary performance objectives	<ul style="list-style-type: none"> a) Reduce youth's time in out of home care b) Reduce occurrence of remaltreatment upon reunification c) Sustain safe, permanent reunification
DCYF historically accomplished outcome through referrals to	Visitation, parenting classes, parent aides, PLL, Triple P, and peer mentorship
Programs not currently offered through DCYF that may be appropriate	Parent-Child Interaction Therapy (PCIT), Parent Management Training-Oregon Model (PMTO), SafeCare

Outcome category	4B. Facilitate and sustain reunification and other transitions from out of home care
Description	DCYF requests proposals for supports and services for families with children returning home from out of home care to facilitate and accelerate transitions, help establish and maintain safe and nurturing home environments, and sustain behaviors necessary for maintaining permanency.
Potential program elements	Child and/or family counseling and therapy, care coordination, clinical casework, in home assistance, family education and skill-building, community monitoring, family support partners, dedicated respite resources, linkages to other services, and/or other program elements.
Sub-populations for whom additional specialized programming is requested	<ul style="list-style-type: none"> a) Children and youth with developmental disabilities b) Children and youth with complex medical needs c) Children and youth with problem sexual behavior d) Adolescents with severe behavioral and mental health needs e) Families in which caregivers have co-occurring substance abuse, domestic violence, and/or mental health needs
Supplemental characteristics of proposals sought by DCYF	<ul style="list-style-type: none"> a) Begin service delivery prior to planned return home and continue through reunification b) Provide opportunities for continuity of services, supports, and resources across placement settings
Primary performance objectives	<ul style="list-style-type: none"> a) Accelerate reunification from out of home care b) Preserve home placements for youth returning home c) Equip families to maintain home placement, safely exit DCYF care, and successfully function independently
DCYF historically accomplished outcome through referrals to	MST, FCT, TST-Comm, IHFS, TACT, PLL, Triple P, Parenting Classes, Outreach & Tracking, EFSS, and PFN
Programs not currently offered through DCYF that may be appropriate	MST for Child Abuse and Neglect, MST for Problem Sexual Behaviors Functional Family Therapy, Homebuilders, Fostering Healthy Futures, The Incredible Years, Multidimensional Family Therapy (MDFT)

APPENDIX C. ESTIMATED DCYF SERVICE SPENDING IN FY15

These tables summarize estimated DCYF spending on select services in FY15. These services were purchased through the Networks of Care, direct DCYF contracts, and the DCYF #005 (Authorization for Support Services) process. The volume of services purchased, in per-diem units (client enrollment days), has been included where available. Annualized projections have been made where twelve months of FY15 data was unavailable. This information is provided solely to assist with the preparation of Offers for this solicitation. The Department makes no assurances as to its accuracy or completeness, and Offerors shall use it at their own risk.

Home-based services

Additional information on DCYF-funded home-based services can be found in the DCYF Report “Community Based Services: July 1, 2012 – June 30, 2014”, available online at http://www.dcyf.ri.gov/docs/reports/CBP_12monthOutcome_SurvAnaly_201507v2.pdf.

Service Type	Per-diem units purchased, FY15 (estimated)	Total spend, FY15 (estimated)
Enhanced Family Support Services (EFSS)	76,707	\$2,413,624
Family and Community Support Services (FCSS)	531	\$16,740
Family Preservation		\$694,308
Family-Centered Treatment (FCT)	4,864	\$338,073
Foster Parent Support Services		\$543,742
Home Based Treatment		\$64,929
In-Home Family Service	7,812	\$484,656
Multisystemic Therapy (MST)	20,319	\$1,381,711
Outreach & Tracking	21,541	\$509,910
Outreach & Tracking (direct contract)		\$855,416
Parent Aide		\$192,441
Parent Education		\$42,069
Parenting with Love and Limits (PLL)		\$399,003
Positive Parenting Program (Triple P)	4,355	\$201,787
Preserving Family Network (PFN)	45,971	\$3,671,149
Respite		\$134,817
Teen Assertive Community Treatment (TACT)	7,388	\$465,421
Trauma Systems Therapy Community (TST Community)	17,687	\$1,147,522
Trauma-Focused Cognitive Behavioral Therapy (TF-CBT)	286	\$16,473
Visitation Services	27,146	\$1,125,260
Visitation Services (direct contract)		\$313,872

Source: DCYF invoices

Placement-based services

Service Type	Per-diem units purchased, FY15 (estimated)	Total spend, FY15 (estimated)
ARTS	26	\$15,847
Foster Care - Private Agency	86,731	\$9,427,875
Group Home	28,840	\$6,653,376
Group Home - Developmentally Disabled	2,977	\$711,104
Group Home - Sexual Offender	4,342	\$1,110,055
Group Home - Staff Secure	25,750	\$7,244,202
Hospital Diversion	2,479	\$681,600
Independent Living	5,775	\$672,817
Residential - Out of state	10,564	\$4,816,809
Residential Treatment Center	73,988	\$21,435,178
Residential Treatment Center (direct contract)		\$51,779
Semi-Independent Living	13,250	\$3,052,202
Shelter Services - Foster Care	1,608	\$231,552
Shelter Services	13,785	\$3,480,785

Source: DCYF invoices

APPENDIX D. DETAILED INFORMATION ON POPULATIONS SERVED BY DCYF

This population profile reflects the children, youth, and families in the care of DCYF. Additional information on the demographics, strengths and needs, care, and outcomes is available in reports published on the DCYF Data and Evaluation website at: http://www.dcyf.ri.gov/data_evaluation.php.

Removal, discharge, and census trends

Figure 1 reflects removal, discharge, and census trends for the past three state fiscal years. Removal information reflects the volume of youth removed from their homes and entering out of home care with DCYF, and discharge information reflects youth exiting out of home care.

The Child Protective Services (CPS) unit receives, screens, and responds to reports of suspected child maltreatment. Investigations which result in the Department seeking legal status are assigned to Child Protective Services Intake in order to gather additional information before assigning the family to the Family Services Unit (FSU). The Family Service Unit works primarily with families who have involvement with the RI Family Court. The primary responsibility of Family Service Unit is to ensure the safety, permanency and well-being of all children in its caseloads, whether at home or in out of home placement.

The Rhode Island Training School (RITS) is Rhode Island’s facility for housing and serving young people serving criminal sentences who are in the care and custody of DCYF. Youth on probation may be supervised by probation as a requirement of family court, instead of being sentenced to the RITS, or as a portion of their sentence.

Figure 1. Removal, discharge, and census trends for FY2013-FY2015. Removal and discharges from RICHIST query (figures adjusted monthly to account for late data entry/corrections). Average Monthly Census from RICHIST Report 77, and point in time average over 12 months. Monthly data is point in time from most recent report.

	FY2013	FY2014	FY2015	FY2016		
				<i>as of 7/1</i>	<i>as of 8/1</i>	<i>as of 9/1</i>
Removals and Discharges, (duplicated)/cumulative						
All Removals	1,283	1,373	1,254	100/100	113/213	95/308
CPS Removals	439	582	512	41/41	47/87	36/123
All Discharges	1,188	1,174	1,250	103/103	69/172	100/272
Average Monthly Census, duplicated						
Intake/Monitoring Unit	465	527	432/191	370/144	298/113	309/127
Family Service Unit	2,782	2,984	3,089	3,299	3,215	3,207
Juvenile Probation	670	520	550	541	528	520
Rhode Island Training School	111	93	98	89	82	84

Families with children residing at home (child welfare)

Many families involved with DCYF are parenting their children at home, either to avoid a removal or sustain permanency after a child returns home, and are often receiving home-based

services designed to mitigate the need for removal or sustain reunification after a child returns home. These statistics describe all DCYF youth living at home except those supervised by Juvenile Probation and those receiving adoption or guardianship subsidies. It is not inclusive of justice-involved youth residing in the community.

Volume: As of December 31, 2015, 2,418 children were living at home with their families and assigned to the Family Services Unit, Intake/Monitoring Unit, or Juvenile Probation Unit.

Figure 2. Children in DCYF care living at home. Source: RICHIST Report 007.

Fiscal year: As of:	FY16 12/31	FY16 11/30	FY16 10/31	FY16 9/30	FY16 8/31	FY16 7/31	FY15 6/30	FY15 12/31	FY14 6/30
In home									
In home	2,418	2,369	2,327	2,318	2,310	2,340	2,424	2,830	2,330

Age: The ages of the children in FSU were as follows:

Age	Percentage of in-home population
0-5	41%
6-11	30%
12-17	26%
18+	2%

Gender: Girls and boys are almost equally represented, with girls making up 49% of the in-home population.

Race and ethnicity: The in-home population is predominately white (64.6%), with African Americans making up 17.3% and biracial or multiracial youth making up another 11.8%. 29.7% of the in-home population self-identifies as Hispanic.

Strengths and needs: Children and families in home present with a range of needs. The Child Safety Assessment is administered periodically to all families regularly by their assigned DCYF worker to assess the safety of the child and the risk factors that may affect safety. Figure 3 shows trends in the most recent Child Safety Assessments administered to children who were in an at-home placement as of January 16, 2016. The most common risk area identified by Department workers were in families where the parents' ability to care for their child(ren) is compromised by substance abuse, mental health issues, domestic violence, or deficits in basic parenting skills; approximately 50% of families with children at home struggle in at least one of these areas. When disaggregated, 457 families had only one of these risk areas (substance abuse, mental health OR domestic violence), 143 had two areas of identified risk, and 46 families had 3 areas of identified risk. Other common risk areas include homes where the parent is unable to control their violence (16.5% of cases), or where there is a history of sexual abuse (7.1% of cases)

Figure 3. Risk/Safety Factor as indicated by the child or family's most recent Safety Assessment

Risk/Safety Factor	Percentage of cases with identified risk in cases with child currently residing at home
One or all caretaker's behavior is violent and/or out of control	16.5%

One or all of caretakers have failed to benefit from previous professional help	6.6%
Explanation for maltreatment is unconvincing/unexplained	2.7%
Caretaker(s) refuses access to the child(ren), or there is reason to believe that the caretaker(s) is about to flee, or the child(ren)'s whereabouts cannot be determined	0.6%
Due to family substance abuse/mental health issues, domestic violence, or deficits in basic parenting skills, caretaker(s) has not/cannot protect child(ren)	50.3%
Caretaker(s) has not or cannot or will not meet the child's immediate needs for food, clothing, shelter, and/or medical or mental health care	5.2%
Child(ren) is fearful of caretaker(s), other family members, or other people living in or having access to the home.	2.7%
The physical/living conditions are hazardous and immediately threatening to the child's health and safety.	2.0%
Sexual abuse of the child(ren) and circumstances pose a potential threat to safety.	7.1%
Other (includes prior history)	6.4%

Families, youth, and children experiencing out of home care (child welfare)

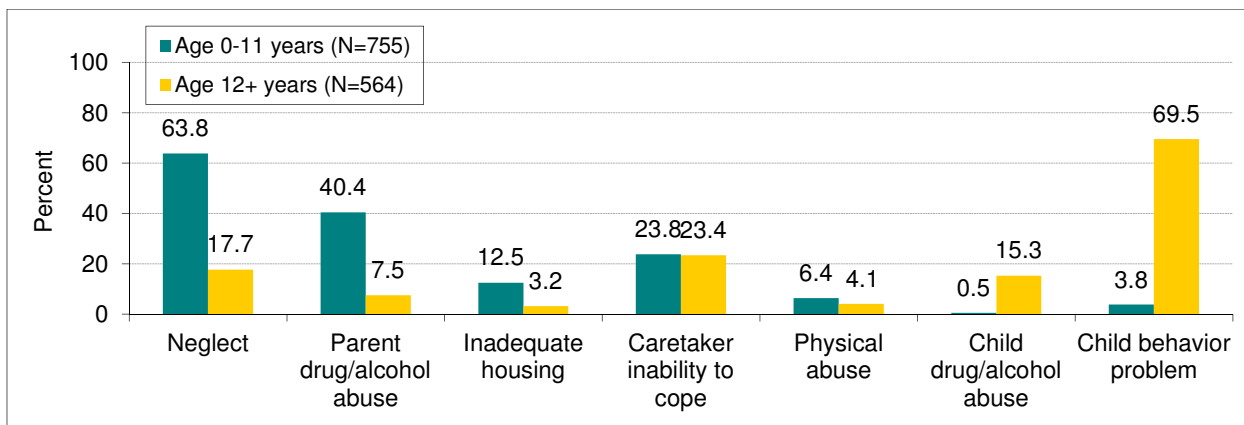
Entries into care

The number of children and youth who are in any type of out of home care – collectively referred to as Foster Care in all federal documentation – ranged from 1,648-1,833 at any given point-in-time during federal FY12, FY13, and FY14. The proportion of younger children among those in out of home care as grown over that time period:

State FY	Percent children age 0-11	Percent children 12+
2012	53.1%	46.8%
2013	51.2%	48.7%
2014	57.2%	42.8%

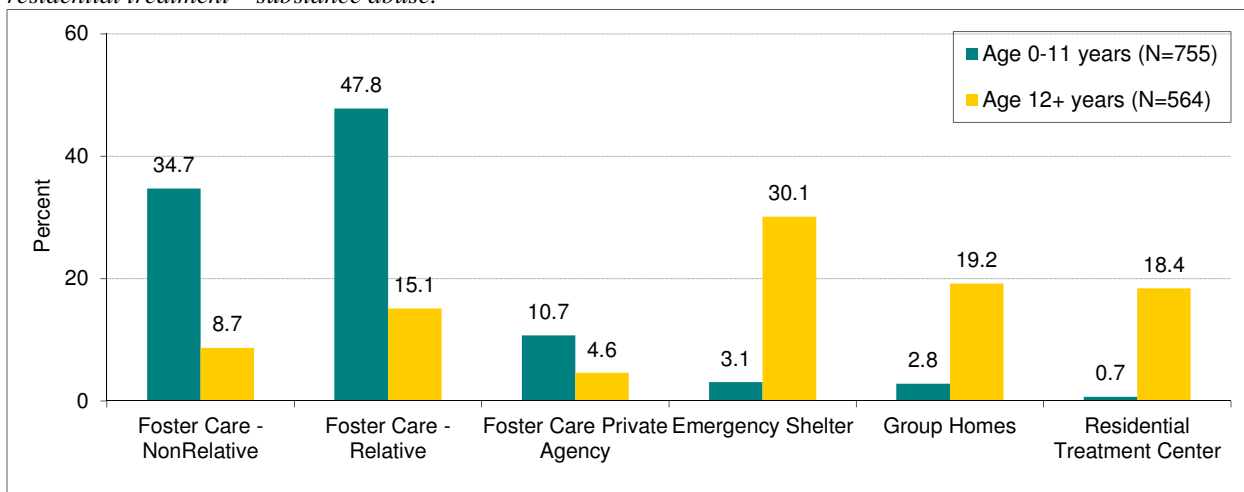
Notably, in SFY13 and SFY14, two age groups experienced the highest rates of removal, with approximately 22% of children entering care under 1 year of age, and approximately 20% of children entering care ages 15 or 16 years old. The identified reason for those removals is presented for FY14 in Figure 4 below:

Figure 4. Percent of children entering into out-of-home placement, by age group and frequent removal reasons, FY14 (N = 1319). Percentages may add up to over 100% because a youth may have multiple removal reasons. Removal reasons not shown include sexual abuse, clinical diagnosis, parent incarceration, parent death, abandonment, and relinquishment; the percentage for each of these removal reasons is < 10%.



The first placement for children entering out-of-home care is presented for FY14 in Figure 5 below:

Figure 5. Percent of children entering into out-of-home placement, by age group and most frequent first placement service types of current removal, FY14 (N=1319). Placement service types not shown include acute residential treatment, and independent / semi-independent living; the percentage for each of these placement service types is <3%. Residential treatment center includes residential treatment center, residential counseling center, and residential treatment – substance abuse.



The Department expects to increase the percentage of children and youth served at home, with kin or in foster homes, or in the least restrictive setting possible.

Strengths and needs

The Child and Adolescent Needs and Strengths assessment (CANS) is a widely-used standardized assessment tool that enables practitioners to organize information about a child and family to support effective service planning and decision-making. In Rhode Island, the CANS is administered to children age 6 and older in all out of home care settings with the exception of DCYF foster homes and kinship placements. It is required to be completed within 30 days of a child entering such placement, every 90 days thereafter, and within 30 days of a planned transition to permanency.

Figure 6 and Figure 7 summarize the most recently available CANS assessment information for children age 6-11 and 12 and older, respectively (FY15, Q3 and Q4).

Children age 6-11 presented with 4 actionable items on average. At the time of the CANS administration, the majority of these children were placed in specialized foster care. As this data reflects only 39 children in care, it should be used with caution to generalize across the entire foster care population age 6-11.

Figure 6. Child and Adolescent Strength and Needs assessment, children age 6-11: Most Prevalent Child Needs and Caregiver Needs by Domain, SFY15 Quarters 3 and 4 (N=39). Source: RICHIST, CANS database

Child Needs, Children age 6-11 (most prevalent to least)	Percent moderate to severe need
Child functioning and relations with family and other social relations	43%
Adjustment to trauma	41%
Social Functioning in social relationships	31%
Living Situation: functioning in living situation	26%
School behavior	22%
Oppositional	21%
Impulsivity/Hyperactivity	21%
Anxiety	21%
Caregiver needs, Children age 6-11 (most prevalent to least)	Percent moderate to severe need
Social resources- diminished social networks to help raise child/youth	63%
Family Stress: interferes with capacity to parent	49%
Supervision: diminished ability to supervise	40%
Residential stability: housing instability	32%
Educational attainment: needs educational/vocational intervention	32%
Safety of child	32%
Employment/educational functioning: unemployment difficulties	29%
Organization: diminished ability to organize and maintain household to support needed services	29%
Knowledge: diminished ability about child's needs and strengths	28%
Financial resources: needs financial resources to help raise child	26%
Mental health: difficulties that interfere with ability to parent	25%

Children age 12 and older presented with 6.3 actionable items on average. At the time of the CANS administration the largest proportion of youth were placed in residential (100) with 73 youth in group homes, 39 in emergency shelter, 28 in specialized foster care, 7 in independent living, and 3 in other placements.

Figure 7. Child and Adolescent Strength and Needs assessment, children age 12-17: Most Prevalent Child Needs and Caregiver Needs by Domain, SFY15 Quarters 3 and 4 (N=250). Source: RICHIST, CANS database

Child Needs, Children age 12-17 (most prevalent to least)	Percent moderate to severe need
Child functioning and relations with family and other social relations	52%
Legal: risk for court ordered out of home placement	52%
Living Situation: functioning in living situation	36%
Judgement: decisions that place child/youth at risk of harm or harmful to well-being	36%
Oppositional	30%

Adjustment to trauma	29%
Social Functioning in social relationships	29%
Depression	27%
Anger control	26%
School achievement	26%
Recreation	26%
Anxiety	25%
Conduct	23%
School behavior	22%
Caregiver needs, Children age 12-17 (most prevalent to least)	Percent moderate to severe need
Supervision: diminished ability to supervise	49%
Family Stress: interferes with capacity to parent	33%
Social resources- diminished social networks to help raise child/youth	29%
Knowledge: diminished ability about child's needs and strengths	20%

Living arrangements for children in out of home care

The table below reflects the living arrangements of youth living in out of home care for the first half of FY16, the midpoint and end of FY15, and the end of FY14. These numbers reflect static points of time within a fluid system; this data is approximate and should be used with caution to generalize about living arrangements of the population in care.

On 12/31/2015 (12/31 of FY16), private agency foster care represented 49% (241) of all foster care (non-kin) placements and 4% (30) of all kinship placements. On the same date, out of state placements were 41% (82) of all residential placements.

Figure 8. Living arrangements for children in out of home care. Source: RICHIST Report 433.

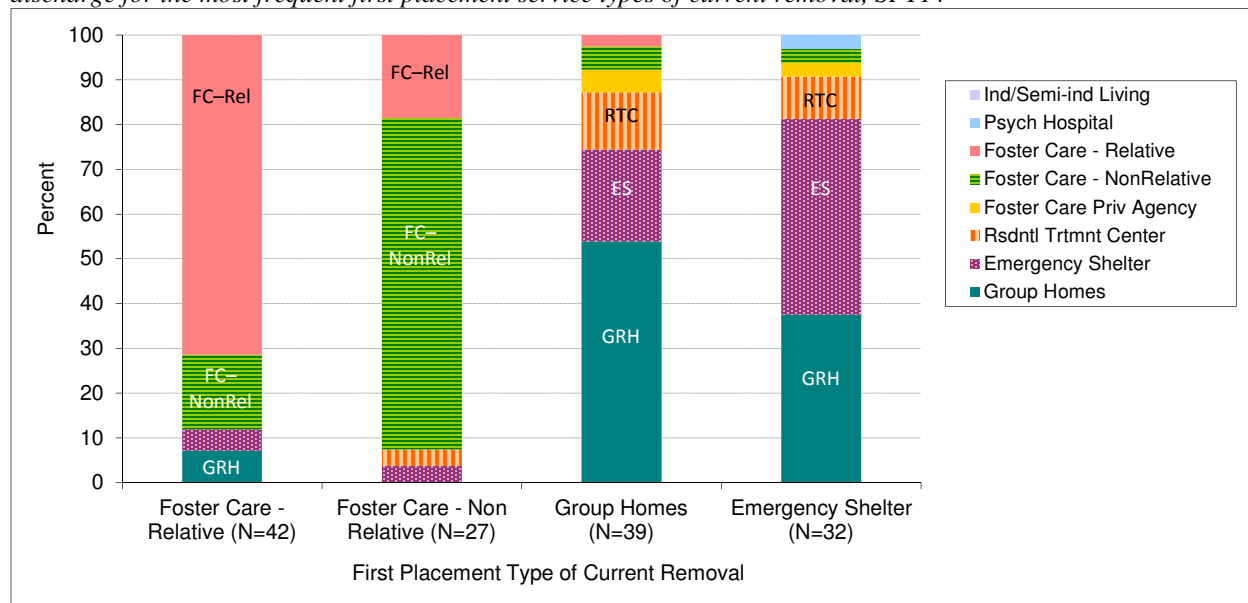
Fiscal year: As of:	FY16 12/31	FY16 11/30	FY16 10/31	FY16 9/30	FY16 8/31	FY16 7/31	FY15 6/30	FY15 12/31	FY14 6/30
Family Care									
Kinship Care (relative)	666	644	656	663	591	629	642	608	601
Kinship Care (non-relat.)	163	166	150	154	127	141	157	157	139
Foster Care (non-kin)	496	501	509	511	429	481	484	454	483
Total	1325	1311	1315	1328	1147	1251	1283	1219	1223
Independent Living									
Independent Living	24	24	22	19	25	21	22	18	15
Semi-Independent Living	36	40	38	33	19	32	32	39	47
Group Home									
Group Home	195	215	227	222	184	204	227	226	238
Residential									
Residential Treatment Center	95	96	175	178	123	170	178	189	174
High End Residential Treatment	81	86							
Residential Counseling Center (POS)	22	22	24	25	22	24	24	13	4
Residential Treatment - Substance Abuse	4	6	7	6	3	6	11	7	5
Total	202	210	206	209	148	200	213	209	183
Shelter									
Emergency Shelter	34	41	44	38	26	32	46	39	54
Hospital									
Medical Hospital	9	9	14	13	13	5	7	9	13
Psychiatric Hospital	33	28	22	29	27	35	29	32	55
RI Training School									
RI Training School	86	85	102	90	84	82	90	99	103

Children re-entering out of home care following reunification or adoption

A key child welfare indicator is the ability for children in DCYF foster care to achieve and maintain permanency. Rhode Island experiences some of the highest re-entry rates in the nation (defined as re-entry into foster care within 12 months of being discharged from foster care).

As the data in Figure 9 reveals, in SFY14, approximately 90% of youth who enter into congregate care as their first placement were previously discharged from congregate care. The data suggest that once a youth enters into congregate care, the youth is at greater risk to remain in or return to congregate care across foster care episodes.

Figure 9. Percent of children re-entering into out-of-home placement, by placement service type at previous discharge for the most frequent first placement service types of current removal, SFY14



As reflected in Figure 10, older youth make up the majority of re-entries into care and most of those youth re-enter into congregate care. In SFY14, 62% of those who re-entered care were age 12 and older (113 of 183 children and youth).

Figure 10. First placement service type of current removal, SFY14

First Placement Type of Current Removal (FY14)	First Time Entries				Re-entries			
	Age 0-11 years		Age 12+ years		Age 0-11 years		Age 12+ years	
	N	%	N	%	N	%	N	%
Congregate Care	46	7%	306	68%	5	7%	90	80%
Non-Congregate Care	639	93%	145	32%	65	93%	23	20%
Total	685	100%	451	100%	70	100%	113	100%

The data in Figure 11 reveal that the first 6 months following discharge is a critical period for foster care re-entry.

Figure 11. Number, percent, and median length of time (days) since previous discharge for children re-entering out-of-home placement, by age group, SFY2014

Age Group (years)	Re-entries		
	N	%	Median days since previous discharge
0-5 years	48	26.2%	178.0
6-11 years	22	12.0%	141.5
12-16 years	79	43.2%	119.0
17+ years	34	18.6%	162.5
Total	183	100.0%	142.0

Special populations in care

Estimates on the annual volume of select special populations in DCYF care are included below in Figure 12.

Figure 12. Estimated annual volumes of special populations in DCYF care. Sources: CANS FY15 (Q3 and Q3), RICHIST 460

	Estimated annual count
Sexual abuse victims	
Youth re/entering out of home placement for reason of sexual abuse in FY14	30
Victims of human trafficking	
Youth currently in DCYF care who are victims of human trafficking	14
Youth with complex medical needs	
Youth with actionable <i>Medical Functioning</i> (Life Domain) on initial CANS upon placement in FY15 (Medical problems that require medical treatment, chronic or life threatening)	14
Youth with actionable <i>Physical Health Functioning</i> (Life Domain) on initial CANS upon placement in FY15 (Physical conditions that limit activities)	7
Youth with developmental disabilities	
Youth with actionable <i>Daily Functioning</i> (Life Domain) on initial CANS upon placement in FY15 (Self-care skills)	41
Youth with actionable <i>Independent Living Functioning</i> (Life Domain) on initial CANS upon placement in FY15 (Maturing at pace to eventually live on own)	61
Youth who are perpetrators of sexual offenses	
Youth with actionable <i>Sexually Aggressive Behavior (Risk Beh)</i> on initial CANS upon placement in FY15 (Engaged in sexually aggressive behavior in past year)	27
Substance-abusing youth	
Youth re/entering out of home placement for reason of child drug/alcohol abuse in FY14	90

Youth with actionable <i>Substance Abuse (CBEHN)</i> on initial CANS upon placement in FY15 (Evidence of substance abuse in past 30 days)	88
Families experiencing domestic violence	
Youth with rating of 3 on <i>Family (Life Domain)</i> on initial CANS upon placement in FY15 (Child is having severe problems with parents, siblings, and/or other family members, inclusive of problems of domestic violence, constant arguing, etc.)	109
Parents with developmental disabilities	
Youth with actionable <i>Development (Caregiver)</i> on initial CANS upon placement in FY15 (Caregiver has developmental challenges that interfere with their capacity to parent, or caregiver has severe developmental challenges that make it impossible for them to parent at this time.)	20

Justice-involved youth

Family court referrals and offenses

In FY2014 there were 2,713 youth referred to Rhode Island's family courts for nearly 4,904 wayward and delinquent offenses. Consistent with national trends and other indicators in Rhode Island, this is a significant decrease from years prior when petitions numbered close to 9,000. The most common offenses for children referred to the Family Court were status offenses (23%), property crimes (23%), and disorderly conduct (21%). Approximately one-third (31%) of these offenses were committed by females, representing a larger share of the population than the RITS or probation populations.

Youth at the Rhode Island Training School (RITS)

The Rhode Island Training School (RITS) is Rhode Island's facility for housing and serving young people serving criminal sentences who are in the care and custody of DCYF. In the past decade, the size of the RITS population has decreased significantly as the State has shifted towards serving more young people in home-based settings.

Volume: In FY2014, the annual number of youth served was 500, down from 1,103 in FY2005. On any given day the population is significantly lower than the annual total, with point-in-time population typically close to 100 residents. On December 31, 2014, an additional 66 youth were in the custody of RITS but serving the remainder of their sentences in the community.

Age: The average age of youth in the RITS was 15.9 years in FY15:

Age	Proportion of RITS population
11-12	1.6%
13-14	13.6%
15-16	44.9%
17-18	39.6%
19+	0.4%

Gender: In FY2015, the RITS population was 76% male and 24% female.

Race and ethnicity: Minority communities are disproportionately represented and impacted by involvement with the RITS. The RITS population, differentiated by race and ethnicity, was as follows in FY2015:

	Proportion of RITS population	Proportion of youth population in RI
White	34%	64%
Hispanic	34%	21%
Black	20%	6%
Asian	1%	3%
Multiracial	9%	5%
Other/Unknown	3%	2%

Geography: While Providence is home to the greatest proportion of youth at the RITS, youth from Newport and Woonsocket have the highest rates of involvement based on their populations in FY2015:

City	Total # of youth at the RITS	RITS involvement rate per 10,000 youth age 13-18 in city	Percentage of overall RITS population
Newport	21	1.31	4.4%
Woonsocket	38	1.22	7.9%
Providence	160	0.97	33.2%
Pawtucket	53	0.96	11%
West Warwick	18	0.95	3.7%

Other cities with RITS-involved populations of 20 or more youth included East Providence, Cranston, and Warwick.

Needs and risk factors of youth at the RITS

- 49% of youth at the RITS have experienced at least one incident of indicated maltreatment (RICHIST, 2/10/2016)
- 165 youth in care received treatment in 2014 for psychiatric diagnoses. 120 received substance abuse services. Females were slightly under-represented in these populations relative to their overall share of the population at the RITS.
- Many youth arrive at the RITS significantly behind grade level. Math and reading skills of youth at the RITS were at a 6th and 7th grade level respectively. 40% of youth received special education services supported by Individual Education Plans (IEPs).

Discharges, length of sentence and re-entry from the RITS

The 500 youth served at the RITS in FY14 experienced 622 discharges in 2014. Of the 622 discharges in FY2014, 60% were for stays of less than 2 weeks, 21% were from 2 weeks to 5 months, 13% were from 6-11 months, 4% were from 1-2 years, and 2% were for more than 2 years. Of those youth discharged, 22% of youth were re-admitted to the RITS at least once, and 5% were re-admitted two or more times.

Youth on probation

Youth on probation may be supervised by probation as a requirement of family court, instead of being sentenced to the RITS, or as a portion of their sentence. At any single point in time, there are close to 600 young people on probation caseloads.

Age: The majority of youth on probation are 16 years and older:

Age	Proportion of probation population (1/14/2016)
12-13	3%
14-15	22%
16-17	54%
> 18	20%

Gender: The probation population averaged 83.5% male and 16.5% females in FY15.

Race and ethnicity: The probation population, differentiated by race and ethnicity, was as follows on January 4, 2016:

	Proportion of youth on probation
White	44%
Hispanic	29%
Black	24%
Asian	1%
Multiracial	8%
Other/Unknown	8%

Approximately 80% of youth on probation have experienced at least one incident of indicated maltreatment (RICHIST, 2/10/2016).

APPENDIX E. GLOSSARY OF TERMS

Child-centered, youth-guided and family-driven service planning and delivery that is individualized and strengths based

Child-centered, youth-guided and family-driven service planning and delivery that is individualized and strengths based programs include participation, voice and choice from youth and families in all decision-making, including that related to services, interventions, supports, policies and operations at every level. Family includes fathers and mothers, legal guardians, siblings, extended family and persons considered kin by the family. Service planning shall be customized to the unique strengths and needs of each child, youth and family.

Child Maltreatment

Parenting behavior that is harmful and destructive to a child's cognitive, social, emotional or physical well-being and development.

Child Safety

A child is considered safe when there is no threat of danger to a child within the family/home or when the protective capacities within the home can manage threats of danger. A child is unsafe when there is a threat of danger to a child within the family/home and the protective capacities within the home are insufficient to manage the threat of danger thus requiring outside intervention.

Culturally and linguistically competent

Culturally and linguistically programs will demonstrate a defined and organized set of values and principles that address behavior, attitudes, services, policies, and structures to enable providers to work effectively across diverse families, cultures, and linguistic preferences. These values and principles should guide provider staff in providing effective, understandable, and respectful services in a manner compatible with the cultural beliefs and practices, preferred languages, and sexual orientation and identity of each child, youth, and family in care.⁸ Culturally and linguistically competent will demonstrate expertise and willingness to care for children, youth, and families from varied cultural and socio-economic backgrounds, including but not limited to youth identifying as LGBTQQI.

LGBTQQI

Lesbian, Gay, Bisexual, Transsexual, Queer, Questioning, or Intersex.

Natural Supports

The people in a person's life who provide support without cost. These include personal associations and relationships typically developed in the community that enhance the quality and security of life for people. Natural supports include, but are not limited to, family members, extended family, friends, neighbors, co-workers, and representatives from culturally diverse neighborhoods and others who can provide a more natural and enduring form of support to families and youth than can formal services.

Permanency

Child welfare professionals first focus on supporting and stabilizing a family to prevent an initial placement. Reunification with family is the preferred outcome for children removed from their

⁸ The National Standards for Culturally and Linguistically Appropriate Services (US Department of Health and Human Services, the Office of Minority Health) and Lesbian, Gay, Bisexual, Transgender, Questioning, Intersex, and Two Spirit (LGBTQI2-S) Youth and Families in Systems of Care (<http://www.rtckids.fmhi.usf.edu>) provide further guidance.

homes and placed in foster care. When children must be removed from their families to ensure their safety, permanency planning efforts focus on returning them home as soon as is safely possible or placing them with another legally permanent family. Other permanent families may include relatives, adoptive families who obtain legal custody, or guardians. Permanency also includes maintaining or establishing meaningful connections with other caring adults in the child's life (relational permanency) with family, friends, and connections to the community.

Protective Capacity

The inherent family capacities and resources that can be mobilized to contribute to the ongoing protection of the child as well as to the ability or motivation of the parents to change.

Consideration of the protective capacity of parents/caregivers is relevant for assessment because these factors can mitigate or ameliorate the safety and risk concerns. Protective capacities are the focus of safety planning and ongoing planning for change-oriented interventions.

Risk Assessment

A process utilized to measure the likelihood of future maltreatment. While safety concerns require immediate interventions to ensure that children are protected, risk of future harm can be addressed over time with services that result in long-term positive behavioral changes.

Risk of Maltreatment

The likelihood for parenting behavior that is harmful and destructive to a child's cognitive, social, emotional and physical development by those with parenting responsibility who are unwilling or unable to behave differently. Risk factors, if not controlled may pose threats to child safety.

Safety Assessment

A process utilized to measure whether a child is in immediate or imminent danger of serious harm and shape the interventions currently needed to protect the child. A child is deemed safe when consideration of all available information leads to the conclusion that the child in his or her current living arrangement is not in immediate or imminent danger of serious harm. If the child is not safe, immediate interventions must be taken to assure the child's safety. Safety interventions are responsive to the immediate and imminent danger of harm to the child and are not expected to impact identified risks of future harm.

Serious Emotional Disturbance (SED)

Any person under the age of twenty-one (21) years who has been diagnosed as having an emotional, behavioral or mental disorder under the current edition of the Diagnostic and Statistical Manual or DC: 0-3 and that disability has been ongoing for one year or more or has the potential of being ongoing for one year or more, and the child is in need of multi-agency intervention, and the child is in an out-of-home placement or is at risk of placement because of the disability.

Statewide Automated Child Welfare Information Systems (SACWIS)

A comprehensive automated case management tool that meets the needs of all staff (including social workers and their supervisors, whether employed by the State, county, or contracted private providers). Staff must enter all case management information into SACWIS so it holds a complete, current, accurate, and unified case management history on all children and families served by the Department. Rhode Island's SACWIS system is the Rhode Island Children's Information System (RICHIST).

Trauma-competent

Trauma-competent programs demonstrate recognition and understanding of trauma and its consequences, and incorporate this knowledge into all aspects of service delivery.⁹ All programs shall integrate specialized capacity to meet the distinct needs of children and youth who are victims of sexual abuse.

Wellbeing

Child wellbeing involves and child's functioning in physical, behavioral, social, and cognitive areas. A focus on well-being shall be integrated into all aspects of child welfare services. Particularly in the field of child abuse prevention, addressing child and family needs related to well-being is a critical part of reducing risks and increasing safety and protective factors.

⁹ The National Child Traumatic Stress Network (<http://www.nctsn.org>) provides additional guidance.

APPENDIX F. SELECTED LIST OF RELEVANT STATUTES AND REGULATIONS

It is the offeror's responsibility to be aware of and partner with the Department to comply with all federal, state and local statutes relevant to any service or operation supported through this Request for Proposals.

RI policy and regulation are available through the Secretary of State's searchable online database: <http://www.rules.state.ri.us/rules/>. Statutes are available through the RI General Assembly website.

Some statutes include but are not limited:

RIGL 42-72

RIGL 14-1

RIGL 40-11

Adoption Assistance and Child Welfare Act of 1980 (PL 96-272)

Adoption and Safe Families Act of 1997 (ASFA) (PL 105-89)

Federal Family Preservation and Support Services Program Act of 1993 (PL 103-66)

National Child Protection Act of 1993

Child Abuse Prevention and Treatment Act, as amended

Adam Walsh Child Protection and Safety Act of 2006 (Public Law 109-248)

Fostering Connections to Success and Increasing Adoptions Act of 2008, Public Law (P.L.) 110-351

Foster Care Independence Act of 1999 and subsequent amendments

H.R. 181 Justice for Victims of Human Trafficking

Title IV-B and Title IV-E of the Social Security Act with relevant amendments

Indian Child Welfare Act of 1978

APPENDIX G. NATIONAL DATABASES OF EVIDENCE-BASED PROGRAMMING

Many national organizations conduct and publish systematic reviews of research that evaluates the effectiveness of programs.¹⁰

These guides are not exhaustive list of all programs, and a program's inclusion on any of these sites does not constitute an endorsement by the Department. They are provided to assist Offerors with additional information for proposal development.

Below is a list of some of these databases of evidence-based programming:

- Blueprints for Healthy Youth Development
- California Evidence-Based Clearinghouse for Child Welfare
- Coalition for Evidence-Based Policy
- U.S. Department of Justice's CrimeSolutions.gov
- U.S. Substance Abuse and Mental Health Services Administration's National Registry of Evidence-based Programs and Practices
- Promising Practices Network
- U.S. Department of Education's What Works Clearinghouse
- What Works in Reentry Clearinghouse

The Pew-MacArthur Results First Initiative has compiled information from these eight clearinghouses in one place, reconciled the different systems and vocabularies, and provided the data in a clear, accessible format. This *Results First Clearinghouse Database* is available for download at <http://www.pewtrusts.org/en/research-and-analysis/issue-briefs/2014/09/results-first-clearinghouse-database>.

¹⁰ The impacts of child welfare services can be challenging to evaluate, as many factors – including those both observable and unobservable, and in and out of the control of service providers – may contribute to families' successes or failures. Strong programmatic evaluations overcome these by attempting to demonstrate what might have happened had the client not received the service. Randomized evaluations are similar to what is often used to assess effectiveness of new medicines and typically considered the “gold standard” approach for estimating program impact. In randomized evaluations (sometimes referred to as randomized control trials, or RCTs), people are assigned based on chance to a treatment and control group; the treatment group receives the service being studied and the control group may receive services as usual or the status quo alternative. If the groups are large enough, the only difference between them should be that one received the service and one did not – thus, any difference in outcomes should be attributable to the service being tested and not any other factors. Because randomized evaluations are not always feasible, other quasi-experimental research designs have been used to simulate these dynamics and hone in on any changes that can be attributed to a single service or intervention.

APPENDIX H. GUIDELINES FOR BUDGET PRESENTATION

The purpose of these guidelines for budget preparation, and the attached budget template, is to provide Offerors standard format for proposing costs and pricing when submitting proposals.

All costs proposed in the budget are subject to the cost evaluation criteria established in this solicitation. Fee and budget terms will be subject the final terms, conditions, and award of a contract.

Allowable cost guidance

Overhead and G&A costs are known as indirect costs. Indirect costs are those associated with operating a contractor's business and which are not easily or directly associated with a particular service. Certain indirect costs may not be allowable for allocation to the contractor's rate proposed to DCYF.

The Federal Office of Management and Budget (OMB) Circular A-122, "Cost Principles for Non-Profit Organizations," Attachment B, provides guidance with regard to certain items of costs, including information as to whether certain types of indirect costs are allowable or unallowable.

Common unallowable costs categories described in Circular A-122 include (but are not limited to): fundraising costs, investment management costs, donations/contributions made by the vendor, fines and/or penalties, costs of goods and/or services purchased for the personal use of provider employees or officers, amortization or expensing of current or prior capital losses other than depreciation, cost of goods and services that would be procured by self-dealing or related party transactions unless it is affirmatively shown that the costs of such is no greater than what the same would have cost when procured independently, lobbying and advocacy costs, and non-capital debt interest cost (capital debt interest and principal cost for an asset may be included if the provider does not include a use or depreciation allowance for such asset in its fee basis). General selling, marketing, promotion, and public relation costs are typically unallowable except to the extent that they are expected to be incurred solely because they are required for the provider to perform the scope of work proposed.

Guidelines for budget template completion

The attached budget template consists of 3 worksheets, which, when completed, comprise a complete budget for inclusion in the Cost Proposal.

1. Summary Worksheet

The Summary worksheet details the contractor's vital information, to include the provider's (the agency's) name, Dun and Bradstreet (or DUNS) number, etc. The Summary worksheet also displays the key contract budgetary line items and associated values, based upon the calculations performed in the details worksheets. It instructs vendors on calculating an Effective Daily Rate.

2. Worksheet A, Prime Service Rate Details

Worksheet A, Prime Service Rate Details provides the Department with an understanding of the costs contained within the provider's per diem rates.

The provider shall multiply this per diem rate by the number of units assumed for each client served (the assumed per client duration of services) and the volume of clients assumed to be served during the period of this contract, and report the resulting value on Line 1 of the Summary worksheet.

The worksheet decomposes a proposed per diem rate into wage and/or salary costs; overhead costs; and general and administrative costs. Each of these elements is described below:

a. Wages and Salaries

Wage and salary components of contractor proposals are detailed here for each offered service component. This table requests the contractor to itemize the specific professional categories (clinicians, case workers, residential staff, etc.) and describe the quantity of each labor category required (e.g., 3 hours of clinician's time per day of services per client), along with the hourly wage paid for that labor category (e.g., \$50.00 per hour). By listing all labor categories and wages associated with a given unit of service, the contractor shall use this table to calculate the Wage and Salary Component of the Per Diem Rate.

b. Overhead

Overhead costs are those costs that tie directly to the performance of contractual services and duties. Typical overhead costs include, but are not limited to, labor overhead (including benefits, insurance, and paid time off), consumable materials, travel, material handling, etc. This table requires the vendor to itemize the specific overhead costs allocated against the rates charged under the proposal.

c. General and Administrative (G&A)

General and Administrative (G&A) costs are those that tied to a provider's operations. Typical G&A costs include, but are not limited to, executive, accounting, human resources, information technology, etc. This table requires the contract to itemize the specific G&A costs allocated against the rates charged under the proposal.

3. *Worksheet B, Subcontractor Rate Details*

In Worksheet B, the contractor provides detailed information regarding the rates of any proposed subcontractors. The spreadsheet assumes that the prime contractor shall not incur overhead or G&A costs from a sub-contractual relationship, as those costs will be borne entirely by the subcontractor, and reflected in the subcontractor's per diem rate.

Providers shall multiply any subcontractor rates by the number of units assumed for each client served (the assumed per client duration of services) and the volume of clients assumed to be served during the period of this contract, and report the resulting value on Line 2 of the Summary worksheet.

4. *Worksheet C, Other Direct Costs*

Should the contractor anticipate Other Direct Costs that cannot be included in the contractor's per diem rate, the contractor shall itemize these costs on this worksheet. The resulting total shall be reported on Line 3 of the Summary worksheet.

The Department will consider justified program startup costs itemized under Other Direct Costs.

Budget template

RHODE ISLAND DEPARTMENT CHILDREN, YOUTH AND FAMILIES CONTRACTOR BUDGET

NAME OF AGENCY: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

DUNS #: _____

ADDRESS: _____

CITY/TOWN: _____ ZIP CODE: _____

PHONE NUMBER: _____ FAX: _____

EXECUTIVE DIRECTOR: _____

TIME OF PERFORMANCE: FROM _____ TO _____

BUDGET SUMMARY

	COST CATEGORY	AMOUNT
1.	PRIME SERVICES (Enter total from worksheet A)	_____
2.	SUBCONTRACTOR SERVICES (Enter total from worksheet B)	_____
3.	OTHER DIRECT COSTS (Enter total from worksheet C)	_____
4.	TOTAL FUNDS REQUESTED (sum of Line Items 1-3):	_____
5.	ASSUMED VOLUME (NUMBER) OF CLIENTS SERVED	_____
6.	ASSUMED DURATION OF SERVICES PER CLIENT (IN DAYS)	_____
7.	TOTAL CLIENT-DAYS OF SERVICE (Line 5 multiplied by Line 6)	_____
8.	EFFECTIVE DAILY RATE (Line 4 divided by Line 7)	_____

A. PRIME SERVICE RATE DETAILS

SERVICE TYPE:					
A	B	C	D	E	F
LABOR CATEGORY (Professionals Required to Provide Service)		WAGE OR SALARY RATE	WAGE OR SALARY UNIT	UNIT QUANTITY	COST OF LABOR (C x E)
				WAGE / SALARY COMPONENT OF PER DIEM RATE	
OVERHEAD ITEM DESCRIPTION		COST OF OVERHEAD ITEM	OVERHEAD ITEM UNIT	OVERHEAD UNIT QUANTITY	COST OF OVERHEAD (C x E)
				OVERHEAD COMPONENT OF PER DIEM RATE	
GENERAL AND ADMINISTRATIVE (G&A) ITEM DESCRIPTION		COST OF G&A ITEM	G&A ITEM UNIT	G&A UNIT QUANTITY	COST OF OVERHEAD (C x E)
				G&A COMPONENT OF PER DIEM RATE	
PER DIEM RATE SUBTOTAL (Sum of Wages; Overhead and G&A Components)					
ASSUMED NUMBER OF UNITS PER CLIENT					
ASSUMED NUMBER OF CLIENTS TO BE SERVED					
TOTAL ESTIMATED PRIME SERVICE COST (PER DIEM RATE x UNITS PER CLIENT x NUMBER OF CLIENTS, ENTER AS LINE ITEM 1 OF SUMMARY)					

B. SUBCONTRACTOR RATE DETAILS

A	B	C	D	E	F	G
SERVICE TYPE	SUBCONTRACTOR	SUBCONTRACTOR UNIT OF SERVICE	SUBCONTRACTOR PER DIEM RATE	ASSUMED QUANTITY OF UNITS PER CLIENT	ASSUMED QUANTITY OF CLIENTS	ASSUMED OF SUBCONTRACTOR SERVICE BUDGET (D x E x F)
TOTAL ESTIMATED SUBCONTRACTOR BUDGET						

C. OTHER DIRECT COSTS DETAILS

PURPOSE / DESCRIPTION OF ADDITIONAL COST LINE ITEM	ESTIMATED COST
TOTAL OTHER DIRECT COSTS	

APPENDIX I. GUIDELINES FOR PRESENTATION OF INCENTIVE-BASED FEES (OPTIONAL)

The purpose of these guidelines and the attached template is to provide Offerors a standard format for proposing optional incentive-based fee structures when submitting proposals.

Fee and budget terms will be subject the final terms, conditions, and award of a contract.

Guidelines for incentive-based fees template completion

The attached template consists of 1 worksheet, which, when completed, details proposed incentive-based fees, the assumptions underlying those fees, and the total expected value of those fees.

The incentive metric (column A) shall describe the data indicator which shall be measured to determine if an incentive-payment shall be made. The performance threshold which triggers incentive-payment (column B) shall describe the minimum (or maximum) value of the incentive metric required for an incentive-payment to be made. The expected performance (column C) describes the percentage of opportunities for incentive-payments that the provider expects to achieve. Providers shall provide a rationale for their expected performance, associated with evidence demonstrated in their technical proposal, in column D (or an attached narrative). The incentive-based payment amount (column E) provides the payment amount a vendor proposes to earn for each opportunity in which the performance threshold is successfully met.

The total number of opportunities to earn incentive payments (column F) reflects the total number of times when a provider can earn an incentive payment for a given service. For example, if a bonus payment is proposed for each successful family reunification, the total opportunities would be the number of families referred to the vendor for such services.

For each incentive-based payment proposed, providers shall multiply the expected performance (D) by the incentive payment per opportunity (column E) by the total number of opportunities to earn incentive payments (column F), and report the resulting expected value of incentive-payments in column G. The sum of all values in column G shall be reported on Line 4 of the Summary worksheet.

Incentive-based fees template

INCENTIVE-BASED FEES TEMPLATE

A	B	C	D	E	F	G
INCENTIVE METRIC	PERFORMANCE THRESHOLD WHICH TRIGGERS INCENTIVE-PAYMENT	EXPECTED PERFORMANCE (Percentage of opportunities in which threshold [B] is met)	RATIONALE FOR EXPECTED PERFORMANCE	INCENTIVE-PAYMENT AMOUNT PER SUCCESSFUL OPPORTUNITY (\$)	TOTAL NUMBER OF OPPORTUNITIES TO EARN INCENTIVE-PAYMENT	EXPECTED VALUE OF INCENTIVE-PAYMENTS (C x E x F)
TOTAL EXPECTED VALUE OF INCENTIVE-BASED FEES						

APPENDIX J. TEMPLATE AGREEMENT BETWEEN THE STATE OF RHODE ISLAND DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES AND CONTRACTOR

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Agreement Number:

AGREEMENT

Between the

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES

and

Name of Contractor:

Title of Agreement:

Basis for Contract:

Contract Award:

Performance Period:

A G R E E M E N T

This agreement, hereinafter "Agreement", including attached ADDENDA, is hereby entered into this day of _____ 2016, by and between the State of Rhode Island acting by and through the Department of Children, Youth and Families (hereinafter referred to as "the Department"), and _____ (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 as detailed in **ADDENDUM I – SCOPE OF WORK** for the period of time listed in this Agreement, Exhibit(s) and/or Addenda 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 DEPARTMENT shall have the right at all times to review the work being performed as well as the places where such work is performed; and to that end, the DEPARTMENT shall be given reasonable access to all activities related to this Agreement.

PAR. 3. TIME OF PERFORMANCE

The Contractor shall commence performance of this Agreement on the day , 2016, or as soon thereafter as award is fully approved by the Department of Administration and shall complete performance no later than the 31st day of October 2016 (hereinafter the "Initial Term"), unless terminated prior to that day by other provisions of this Agreement. This contract may be extended **as stated in the LOI # 7549987 bid process (hereinafter "Renewal Term(s))** beyond the Initial Term upon sixty(60) days prior written notice of the expiration of the Initial Term or any Renewal Term to the Contractor. That is the

Department reserves the right to extend the Contract for an additional four (4) twelve (12) month periods under all the same terms and conditions unless otherwise mutually agreed upon.

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 Project Officer also referred to as the Department Contract/Program Manager to manage this Agreement. The Contractor agrees to maintain close and continuing communication with the Project Officer also referred to as the Department Contract/Program Manager throughout the performance of work and services undertaken under the terms of this Agreement. The Department reserves the right to establish regular mandatory meetings to manage this contract.

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 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 in the sole discretion of the Department.

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's 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.

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 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 the Department 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 DCYF, 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 CHILDREN, YOUTH AND FAMILIES SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964** and **ADDENDUM VI - NOTICE TO DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES 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 CHILDREN, YOUTH AND FAMILIES 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 DCYF 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 at the sole discretion of the Department. Said capital assets may be utilized by the Contractor in a reasonable manner during the term of this Agreement. 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/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.") Further, it is understood that records pertaining to youth and families accessed by the Contractor during the course of the Contractor performing the scope of work under this contract are confidential by law according to section 42-72-8 of the Rhode Island General Laws.

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 CHILDREN, YOUTH AND FAMILIES. 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.

In the case wherein the Contractor expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR § 200.501, et seq. at no additional cost for 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.

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

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

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

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

The Contractor expressly agrees that any overpayment identified through an audit must be repaid to 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 CHILDREN, YOUTH AND FAMILIES 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 Providence, 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 CHILDREN, YOUTH AND FAMILIES, Department of Administration, and/or by any third party designated by the DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES.

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. Notice to the Department may also be made to the Director of the Department, to the Department's Chief Strategy Officer, Jamia R. McDonald, EOHHS, at 101 Friendship Street, 4th Floor, Providence, Rhode Island 02903, or the Director's designee in writing.

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
DEPARTMENT OF CHILDREN,
YOUTH AND FAMILIES
BY:**

JAMIA R. McDONALD
CHIEF STRATEGY OFFICER

DATE

BY:

AUTHORIZED AGENT/SIGNATURE

TITLE: _____

PRINT NAME

DATE

ADDENDA

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

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

ADDENDUM I
SCOPE OF WORK

ADDENDUM II
BUDGET

ADDENDUM III

PAYMENTS AND REPORTS SCHEDULE

PAR. 1 PAYMENTS

PAR. 2 REPORTS

The Contract shall provide billing reports to the Department upon submission of the Home Study to the Department. The reports will be done in a consistent format as determined by the Department, and include information specified in writing by the Department. The invoice and reports will include data and information required to substantiate the invoice, and provide the Department with data needed to assess Contractor performance.

In addition to completing the identified scope of work, Contractor will meet with Department Project Officer also referred to as the Department Contract/Program Manager, or his/her designee(s), on a regular basis as determined by the Department to give and receive feedback, problem solve as necessary, and communicate about on going issues. Costs associated with preparing and submitting reports, and attending the meetings, shall not be eligible for reimbursement by the Department.

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 CHILDREN, YOUTH AND FAMILIES

NOTICE TO DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES 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 Children, Youth and Families (DCYF) 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 (DHHS), which is located at 45 CFR, Part 80, collectively referred to hereinafter as Title VI. DCYF 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.

DCYF reserves its right to at any time review Contractors to assure that they are complying with these requirements. Further, DCYF 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 DCYF 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 DCYF 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 DCYF, 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.

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 CHILDREN, YOUTH AND FAMILIES

NOTICE TO RHODE ISLAND DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES' 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 CHILDREN, YOUTH AND FAMILIES (DCYF)** 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. DCYF 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 DCYF 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 DCYF 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 DCYF, 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 CHILDREN, YOUTH AND FAMILIES**,

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 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

(NOT APPLICABLE UNLESS PRIOR APPROVAL)

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 DCYF, 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

ADDENDUM XVII
CORE STAFF POSITIONS

Department's Project Officer:

Department's Financial Officer:

Contractor's Project Officer:

Contractor's Financial Officer:

ADDENDUM XVIII

BUSINESS ASSOCIATE AGREEMENT ADDENDUM

Except as otherwise provided in this Business Associate Agreement Addendum, _____, (hereinafter referred to as “Business Associate”), 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 Children, Youth and Families** (hereinafter referred to as the “Covered Entity”), as specified herein and the attached Agreement between the Business Associate and the Covered Entity (hereinafter referred to as “the Agreement”), which this addendum supplements and is made part of, 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. Business Associate recognizes and agrees it is obligated by law to meet the applicable provisions of the HITECH Act.

1. Definitions:

A. Generally:

- (1) Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 160.103, 164.103, and 164.304, 164.501 and 164.502.
- (2) The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA, the Privacy and Security Rules and the HITECH Act: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific:

- (1) "Addendum" means this Business Associate Agreement Addendum.
- (2) "Agreement" means the contractual Agreement by and between the State of Rhode Island, **Department of Children, Youth and Families** and Business Associate, awarded pursuant to State of Rhode Island'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.

C. "Business Associate" generally has the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean _____.

D. "Client/Patient" means Covered Entity funded person who is a recipient and/or the client or patient of the Business Associate.

E. "Covered Entity" generally has the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean **Rhode Island Department of Children, Youth and Families**.

F. "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed or consulted by authorized health care clinicians and staff.

G. "Electronic Protected Health Information" or "Electronic PHI" means PHI that is transmitted by or maintained in electronic media as defined in the HIPA Security Regulations.

H. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

I. "HIPAA Privacy Rule" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the privacy of Protected Health Information including, the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

J. "HITECH Act" means the privacy, security and security Breach notification provisions applicable to Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act, which is Title XII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, and any regulations promulgated thereunder and as amended from time to time.

K. "Secured PHI" means PHI that was rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technologies or methodologies specified under or pursuant to Section 13402 (h)(2) of the HITECH Act under ARRA.

L. "Security Incident" means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information.

M. "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.

N. "Suspected breach" is a suspected acquisition, access, use or disclosure of protected health information ("PHI") in violation of HIPPA privacy rules, as referenced above, that compromises the security or privacy of PHI.

O. "Unsecured PHI" means PHI that is not secured, as defined in this section, through the use of a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services.

2. Obligations and Activities of Business Associate.

- A. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as required by Law, provided such use or disclosure would also be permissible by law by Covered Entity.
- B. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. Business Associate agrees to implement Administrative Safeguards, Physical Safeguards and Technical Safeguards ("Safeguards") that reasonably and appropriately protect the confidentiality, integrity and availability of PHI as required by the "Security Rule."
- C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- D. Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware, within five (5) days of the incident.
- E. Business Associate agrees to ensure that any agent, including a subcontractor or vendor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information through a contractual arrangement that complies with 45 C.F.R. § 164.314.
- F. Business Associate agrees to provide paper or electronic access, at the request of Covered Entity and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. If the Individual requests an electronic copy of the information, Business Associate must provide Covered Entity with the information requested in the electronic form and format requested by the Individual and/or Covered Entity if it is readily producible in such form and format; or, if not, in a readable electronic form and format as requested by Covered Entity.
- G. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity. If Business Associate receives a request for amendment to PHI directly from an Individual, Business Associate shall notify Covered Entity upon receipt of such request.

- H. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for the purposes of the Secretary determining compliance with the Privacy Rule and Security Rule.
- I. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.
- J. Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures for PHI in accordance with 45 §C.F.R. 164.528.
- K. If Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information (as defined in 45 C.F.R. § 164.402) for Covered Entity, it shall, following the discovery of a breach of such information, notify Covered Entity of such breach within a period of five (5) days after discovery of the breach. Such notice shall include: a) the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired or disclosed during such breach; b) a brief description of what happened, including the date of the breach and discovery of the breach; c) a description of the type of Unsecured PHI that was involved in the breach; d) a description of the investigation into the breach, mitigation of harm to the individuals and protection against further breaches; e) the results of any and all investigation performed by Business Associate related to the breach; and f) contact information of the most knowledgeable individual for Covered Entity to contact relating to the breach and its investigation into the breach.
- L. To the extent the Business Associate is carrying out an obligation of the Covered Entity's under the Privacy Rule, the Business Associate must comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligation.
- M. Business Associate agrees that it will not receive remuneration directly or indirectly in exchange for PHI without authorization unless an exception under 45 C.F.R. § 164.502(a)(5)(ii)(B)(2) applies.
- N. Business Associate agrees that it will not receive remuneration for certain communications that fall within the exceptions to the definition of Marketing under 45 C.F.R. §164.501, unless permitted by 45 C.F.R. § 164.508(a)(3)(A)-(B).
- O. If applicable, Business Associate agrees that it will not use or disclose genetic information for underwriting purposes, as that term is defined in 45 C.F.R. § 164.502.

- P. Business Associate hereby agrees to comply with state laws and rules and regulations applicable to PHI and personal information of individuals' information it receives from Covered Entity during the term of the Agreement.
- i. Business Associate agrees to: (a) implement and maintain appropriate physical, technical and administrative security measures for the protection of personal information as required by any state law and rules and regulations; including, but not limited to: (i) encrypting all transmitted records and files containing personal information that will travel across public networks, and encryption of all data containing personal information to be transmitted wirelessly; (ii) prohibiting the transfer of personal information to any portable device unless such transfer has been approved in advance; and (iii) encrypting any personal information to be transferred to a portable device; and (b) implement and maintain a Written Information Security Program as required by any state law as applicable.
 - ii. The safeguards set forth in this Agreement shall apply equally to PHI, confidential and "personal information." Personal information means an individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "personal information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

3. Permitted Uses and Disclosures by Business Associate.

- a. Except as otherwise limited to this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Service Arrangement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity required by 45 C.F.R. §164.514(d).
- b. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any

instances of which it is aware in which the confidentiality of the information has been breached.

- d. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504 (e)(2)(i)(B).
- e. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).

4. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, provided that, to the extent permitted by the Service Arrangement, Business Associate may use or disclose PHI for Business Associate's Data Aggregation activities or proper management and administrative activities.

6. Term and Termination.

- a. The term of this Agreement shall begin as of the effective date of the Service Arrangement and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Section.
- b. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Service Arrangement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.
 - ii. Immediately terminate this Agreement and the Service arrangement if Business Associate has breached a material term of this Agreement and cure is not possible.
- c. Except as provided in paragraph (d) of this Section, upon any termination or expiration of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall ensure that its subcontractors or vendors return or destroy any of Covered Entity's PHI received from Business Associate.
- d. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's written agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. Miscellaneous.

- a. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- b. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the Privacy and Security Rules and HITECH.
- c. The respective rights and obligations of Business Associate under Section 6 (c) and (d) of this Agreement shall survive the termination of this Agreement.
- d. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA and HITECH.
- e. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

- f. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person other than Covered Entity, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.
- g. Modification of the terms of this Agreement shall not be effective or binding upon the parties unless and until such modification is committed to writing and executed by the parties hereto.
- h. This Agreement shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.
- i. Should any provision of this Agreement be found unenforceable, it shall be deemed severable and the balance of the Agreement shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.
- j. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the State of Rhode Island, including all matters of construction, validity and performance.
- k. All notices and communications required or permitted to be given hereunder shall be sent by certified or regular mail, addressed to the other part as its respective address as shown on the signature page, or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.
- l. This Agreement, including such portions as are incorporated by reference herein, constitutes the entire agreement by, between and among the parties, and such parties acknowledge by their signature hereto that they do not rely upon any representations or undertakings by any person or party, past or future, not expressly set forth in writing herein.
- m. Business Associate shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Business Associate and its employees, agents, representatives or subcontractors against any and all claims or claims for damages arising under this Business Associate Agreement and such insurance coverage shall apply to all services provided by Business Associate or its agents or subcontractors pursuant to this Business Associate Agreement. Business Associate shall indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs and other expenses (including but not limited to, reasonable attorneys' fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to prevent or remedy possible identity theft, financial harm, reputational harm, or any other claims of harm related to a breach) incurred as a result of, or arising directly or indirectly out of or in connection with any acts or omissions of Business Associate, its employees, agents, representatives or subcontractors, under this Business Associate Agreement, including,

but not limited to, negligent or intentional acts or omissions. This provision shall survive termination of this Agreement.

8. Acknowledgment.

The undersigned affirms that he/she is a duly authorized representative of the Business Associate for which he/she is signing and has the authority to execute this Addendum on behalf of the Business Associate.

Acknowledged and agreed to by:

STATE OF RHODE ISLAND:

AGENT/SIGNATURE
DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES
TITLE:_____

AUTHORIZED

Print Name

Date

Date

ADDENDUM XVIV

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				Sub-Award				FFATA Report			
Amendment 1 Obligation				Amendment 1				FFATA Report			
Amendment 2 Obligation				Amendment 2				FFATA Report			