



**Solicitation Information
October 25, 2017**

RFP# 7566517

TITLE: RI Department of Children, Youth and Families- Preventative Services

Submission Deadline: November 28, 2017 at 11:00 AM Eastern Time (ET)

PRE-BID/ PROPOSAL CONFERENCE: NO

MANDATORY:

If YES, any Vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory Pre-Bid/ Proposal Conference. The representative must register at the Pre-Bid/ Proposal Conference and disclose the identity of the vendor whom he/she represents. A vendor's failure to attend and register at the mandatory Pre-Bid/ Proposal Conference shall result in disqualification of the vendor's bid proposals as non-responsive to the solicitation.

DATE:

LOCATION:

Questions concerning this solicitation must be received by the Division of Purchases at david.francis@purchasing.ri.gov no later than **November 6, 2017 at 10:00 AM (ET)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

BID SURETY BOND REQUIRED: No

PAYMENT AND PERFORMANCE 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:

Proposals received without a completed RIVIP Bidder Certification Cover Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION COVER FORM

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SECTION 1. INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the the Rhode Island Department of Children, Youth, and Families (DCYF) is soliciting proposals from qualified firms to provide services aimed at preventing the occurrence of abuse, neglect, dependency, juvenile justice involvement and psychiatric hospitalization in Rhode Island, and decreasing the need for children and families to be involved with DCYF, in accordance with the terms of this Request for Proposals (“RFP”) and the State’s General Conditions of Purchase, which may be obtained at the Division of Purchases’ website at www.purchasing.ri.gov.

The initial contract period will begin approximately February 1, 2018 for three years. Contracts may be renewed for up to two additional 12-month periods based on vendor performance and the availability of funds

This is a Request for Proposals, not a Request for Quotes. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to cost; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this solicitation, other than to name those offerors who have submitted proposals.

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 RFP are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content, shall be borne by the vendor. The State assumes no responsibility for these costs even if the RFP is cancelled or continued.
4. Proposals are considered to be irrevocable for a period of not less than 180 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated in the proposal.
6. 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. 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.

7. The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.
8. Vendors are advised that all materials submitted to the Division of Purchases for consideration in response to this RFP may be considered to be public records as defined in R. I. Gen. Laws § 38-2-1, *et seq.* and may be released for inspection upon request once an award has been made.

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

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

Vendors are required to ensure that they, and any subcontractors awarded a subcontract under this RFP, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

Vendors and subcontractors who do more than \$10,000 in government business in one year are prohibited from engaging in employment discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability, and are required to submit an “Affirmative Action Policy Statement.”

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

- a. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.
- b. Vendors further agree, where applicable, to complete the “Contract Compliance Report” (<http://odeo.ri.gov/documents/odeo-eco-contract-compliance-report.pdf>), as well as the “Certificate of Compliance” (<http://odeo.ri.gov/documents/odeo-eco-certificate-of-compliance.pdf>), and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order. For

public works projects vendors and all subcontractors must submit a “Monthly Utilization Report” (<http://odeo.ri.gov/documents/monthly-employment-utilization-report-form.xlsx>) to the ODEO/State Equal Opportunity Office, which identifies the workforce actually utilized on the project.

For further information, contact the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via e-mail at Krystal.Waters@doa.ri.gov.

11. In accordance with R. I. Gen. Laws § 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).
12. In accordance with R. I. Gen. Laws §§ 37-14.1-1 and 37-2.2-1 it is the policy of the State to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs) and to support the fullest possible participation of small disadvantaged businesses owned and controlled by persons with disabilities (Disability Business Enterprises a/k/a “DisBE”)(collectively, MBEs, WBEs, and DisBEs are referred to herein as ISBEs) in the performance of State procurements and projects. As part of the evaluation process, vendors will be scored and receive points based upon their proposed ISBE utilization rate in accordance with 150-RICR-90-10-1, “Regulations Governing Participation by Small Business Enterprises in State Purchases of Goods and Services and Public Works Projects”. As a condition of contract award vendors shall agree to meet or exceed their proposed ISBE utilization rate and that the rate shall apply to the total contract price, inclusive of all modifications and amendments. Vendors shall submit their ISBE participation rate on the enclosed form entitled “MBE, WBE and/or DisBE Plan Form”, which shall be submitted in a separate, sealed envelope as part of the proposal. ISBE participation credit will only be granted for ISBEs that are duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity or firms certified as DisBEs by the Governor’s Commission on Disabilities. The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. Information regarding DisBEs may be accessed at www.gcd.ri.gov.

For further information, visit the Office of Diversity, Equity & Opportunity’s website, at <http://odeo.ri.gov/> and *see* R.I. Gen. Laws Ch. 37-14.1, R.I. Gen. Laws Ch. 37-2.2, and 150-RICR-90-10-1. The Office of Diversity, Equity & Opportunity may be contacted at, (401) 574-8670 or via email Dorinda.Keene@doa.ri.gov

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

SECTION 2. BACKGROUND AND PURPOSE

2.1 Purpose

The Rhode Island Department of Children, Youth and Families (DCYF) is requesting offers from qualified and responsible vendors to meet the State's needs by providing services aimed at strengthening families, addressing behavioral health needs, and reducing families' risk factors to prevent the occurrence of abuse, neglect, dependency, juvenile justice involvement and psychiatric hospitalization in Rhode Island.

Currently DCYF contracts with four Family Care Community Partnerships (FCCPs) to deliver prevention services in the community. These contracts are due to expire in December 2017. Contracts resulting from this procurement are intended to replace the services currently delivered by the FCCPs. DCYF anticipates the services resulting from this RFP will be similar to the services that the FCCPs currently provide, with some specific changes outlined in Section 2.2., and described in detail in the Scope of Work.

Goals

The successful vendors will have two core goals, both elements of DCYF's broader outcomes framework (see Appendix B). The goals are: (a) identify children and families in the community at-risk of DCYF involvement and (b) prevent at-risk children and families, including those who have had time-limited involvement with DCYF, from DCYF involvement. The vendors will work with communities in their designated region to support and strengthen at-risk families and connect them with appropriate community and natural supports, and with DCYF-funded home-based services when appropriate, so that families do not need to become involved with the Department.

Vision for FCCP

The state's vision is that all at-risk children and families in the community receive culturally and linguistically competent support necessary to strengthen their families, address their children's behavioral health needs, and reduce their children's risk of abuse, neglect, dependency, juvenile justice involvement and psychiatric hospitalization.

FCCPs will identify children and families at risk of involvement with DCYF and connect them to services early, before maltreatment, juvenile justice involvement, dependency or psychiatric hospitalization occurs. The FCCPs will work closely with community organizations, members and DCYF to identify families at risk, and make sure those families are referred and successfully connected to the FCCPs or other appropriate services. When families are referred to the FCCPs, the FCCPs will quickly motivate the family to engage in services and swiftly respond to any immediate safety concerns or crises that are putting the child or family at risk of DCYF involvement. This initial response may include a referral to DCYF-funded intensive home-based services.

Once a family is stable, FCCPs will implement a wraparound process with families for whom wraparound is appropriate. They will complete a comprehensive assessment of families' strengths and needs and engage the family in building a team that supports them to develop a tailored plan that helps the family build on their strengths and address their needs. This plan will include referrals to appropriate community services and connections to appropriate supports, including natural supports. In some cases, these services may include intensive DCYF-funded home-based services. The FCCPs will work with the family to coordinate the family's care and

support their engagement with community supports and services. Families will develop improved functioning and stronger networks in the community, reducing risk factors and ultimately preventing their involvement with DCYF.

Related programming in Rhode Island

The FCCPs, with a specific focus on preventing child abuse, neglect, dependency, juvenile justice involvement and psychiatric hospitalization, are one element in the state's broader preventative service array. Rhode Island Department of Health (RIDOH) has several family home visiting programs, including First Connections, which provides short-term home visiting to mothers with babies at risk of poor health and developmental delays. Rhode Island's Medicaid Managed Care Organizations, as well as all commercial health insurers, provide a wide array of physical and behavioral health services for children and parents. DCYF also funds the youth diversion program, a community-based program providing outreach and advocacy services to youth at risk of involvement with the juvenile justice system, and has a wide array of home-based services to which FCCPs will be able to refer families if appropriate.

2.2. FCCP Model

Since 2009 DCYF has contracted with four lead Family Care Community Partnership (FCCP) providers, some of which sub-contract with partner providers, to provide prevention programming. Each FCCP serves families in one of four regions of Rhode Island: Urban Core, Northern Rhode Island, East Bay and West Bay. Currently the FCCPs implement the wraparound model.

DCYF is requesting proposals for a program that is similar to current FCCP services, with some changes in program elements and emphasis. These changes are a result of careful consideration within DCYF of lessons learned during past FCCP implementation, responses submitted from the community in response to a Request for Information, and assessment of relevant research and prevention programs in other states. DCYF also encourages creative responses that include program elements not described in the Scope of Work, but which the respondent believes would assist with the state goals.

The FCCPs currently implement wraparound with families; the successful vendors shall continue to implement wraparound with families for whom wraparound is appropriate (see Appendix C for a description of wraparound program elements and principles). Key changes to current program implementation include:

1. **Establishment of five regions:** Currently there are four FCCP regions; the new program will have five regions. The current Urban Core region will become two distinct regions: East Urban Core (Providence and Cranston), and West Urban Core (Central Falls, Pawtucket and East Providence). The Northern Rhode Island and West Bay regions will remain the same; the current East Bay region will remain the same but no longer include East Providence. DCYF anticipates that these changes will make the numbers of families in the regions more even and ensure state-wide coverage.
2. **Focus on behavioral health and access to DCYF-funded services:** DCYF is committed to the principle that families should have access to the services and supports they need regardless of whether they are involved with and "open" to the Department. This includes families with children with specific behavioral health needs. DCYF plans to make the DCYF-funded service array available to families in the community. The successful vendors will play a key role as the access point to the Department's home-based service array for families who are not open to the Department.

3. **Emphasis on proactive community engagement and outreach:** Successful identification of families at risk of DCYF involvement depends on sustained and focused outreach to community organizations to educate them about the FCCPs and ensure that they understand which families could benefit from FCCP services. Community engagement is also key to ensuring that FCCPs are able to refer families to the community services and supports that are most suitable. The successful vendors will dedicate staff time to community outreach and engagement that serves these goals.
4. **Strengthening immediate stabilization of families and crisis planning in order to minimize DCYF involvement and stabilize the family:** The goal of FCCP services is to prevent DCYF involvement with the family. Therefore, when the DCYF child welfare division refers families to the FCCPs, FCCPs will play a key role in swiftly reducing any family risk and safety factors that are causing DCYF to remain involved with the family. This shall be a priority focus at the start of FCCP engagement with families who are involved with DCYF. Stabilizing may include crisis planning, swiftly organizing and facilitating team meetings, and assisting the family with meeting their basic needs.
5. **Addition of Housing Navigators to increase housing stability for families:** Homelessness and housing instability is a problem that exacerbates risk of DCYF involvement. Currently FCCPs spend a large proportion of flexible funding on assisting families with housing stability, and several respondents to the Request for Information noted that housing is an increasing need amongst at-risk families in Rhode Island. In the new program all FCCPs shall employ a Housing Navigator with responsibility for supporting at-risk families to find and maintain stable housing.
6. **Increased work with children and families at risk of initial or repeat juvenile justice involvement:** DCYF anticipates that the FCCPs shall receive more referrals from DCYF of children and families with or at risk of juvenile justice involvement. Families with children in custody due to juvenile justice involvement will be eligible for FCCP services, and DCYF may refer more children on probation or exiting the Rhode Island Training School to the FCCPs. The FCCPs shall provide tailored care coordination specific to this population to prevent initial or further DCYF involvement.
7. **Adjusted funding structure:** FCCPs will be paid a case rate for wraparound services with families. DCYF intends to develop a billing unit, such as a bi-weekly or monthly unit, for which FCCPs will invoice the Department for each case. There will be a higher rate for the initial stage in the first 30 days (wraparound phases 1-2), where FCCPs will assess and stabilize families in crisis and families will receive stabilization and care coordination services at a higher frequency. FCCPs will receive cost-reimbursement funding for community engagement and outreach, the housing navigator and flexible funding. The purpose of these changes is to facilitate Medicaid billing and to ensure that funding is equitable across regions. Please see specific Medicaid requirements in Appendix I.

2.2 Background Data

Detailed data on FCCP utilization and outcomes is in Appendix D. A description of children and families in Rhode Island who have become involved with DCYF is detailed in Appendix E, and in the Child Safety Report on the DCYF data and evaluation website.

2.3. Relevant Statute

Rhode Island General Law 42-72-5 requires the Department 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. The services include prevention, early intervention, and outreach services. The Department is specifically required to develop and maintain, in collaboration with other state and private agencies, a comprehensive continuum of care for children at risk of being in state care. This continuum of care should be family centered and community based with the focus of maintaining children safely within their families. The continuum should include community-based prevention, family support and crisis-intervention services.

Rhode Island General Law 42-72-2 declares that the state has a basic obligation to promote, safeguard and protect the social well-being and development of the children of the state through a comprehensive program providing for the strengthening of the family unit and making the home safe for children by enhancing the parental capacity for good child care, the preventing and controlling of juvenile delinquency, and the promoting and developing of specialized comprehensive mental health services for the care and treatment of children. The state department of children, youth and families is designated as the single authority to establish and provide a diversified and comprehensive program of services for the social well-being and development of children and their families.

The federal Child Abuse Prevention and Treatment Act of 2010 affirmed that substantial reductions in the prevalence and incidence of child abuse and neglect is a matter of the highest national priority. It noted that the problem of child abuse and neglect requires a comprehensive approach that integrates the work of social service, legal, health, mental health, domestic violence services, education, and substance abuse agencies and community-based organizations; strengthens coordination among all levels of government, and with private agencies, civic, religious, and professional organizations and individual volunteers; and emphasizes the need for abuse and neglect prevention, assessment, investigation and treatment at the neighborhood level..

SECTION 3: SCOPE OF WORK AND REQUIREMENTS

DCYF is seeking five (5) primary vendors to provide program delivery that fulfills DCYF's goal of preventing the occurrence of neglect, abuse, dependency, juvenile justice involvement and psychiatric hospitalization. Each vendor will lead program delivery in one of five regions.

It is intended that an award pursuant to this RFP will be made to five prime vendors who will assume responsibility for all aspects of the work in each region. The State prefers different lead vendors across the state. 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. The use of subcontractors will have no implications for the funding and rates available for services.

Successful service providers will deliver services and supports that are family-centered, community-based, culturally-competent, integrated, timely and accountable for results. They must promote innovative practices, and true collaborative partnerships between public and private agencies and stakeholders in the community.

The successful vendor must comply with all applicable state and federal laws. Please see Appendix K, Selected Statutes.

3.1. Population served

The goal of the program is to strengthen families, address behavioral health needs, and reduce risk factors to prevent children and families' involvement with DCYF. Successful vendors shall serve families at risk of DCYF legal involvement due to child abuse or neglect, child dependency, child juvenile justice involvement, or child risk for psychiatric hospitalization or residential care. This section outlines FCCP eligibility criteria, exclusionary criteria, referral pathways and intake process.

FCCPs shall serve families at risk of DCYF involvement for different reasons. The table in Appendix F lists some examples of distinct populations, alongside examples of services that may be delivered or coordinated by the FCCP for the distinct population.

3.1.1. Eligibility criteria

Families do not need to have experienced child abuse, neglect, dependency, juvenile justice involvement or psychiatric hospitalization to be eligible for FCCP services. FCCPs will serve families demonstrating risk of DCYF involvement, with the goal of strengthening families, reducing risk and preventing involvement.

Families presenting with at least one of the following risk factors may be at risk of DCYF involvement. During FCCP intake the FCCP will determine whether the family is at risk, and which risk factors are present.

- Child safety
- Access to food, transport, or medical services
- Unsanitary or unsafe living conditions, including homelessness
- Child or parent behavioral or mental health
- Parent cognitive limitations
- Child or parent substance abuse
- Child behavior including truancy
- Previous or current juvenile justice involvement
- Previous involvement with DCYF, including adoptive families
- Child educational problems
- Parent involved with the criminal justice system
- Referral from DCYF to FCCPs

Priority access to FCCP will be given to those families in which there is an imminent or significant safety risk and who have multiple or complex needs requiring multi-agency coordination. Any family referred from DCYF shall be automatically deemed at risk of DCYF involvement and should receive FCCP services.

Please note that a family who has received FCCP services and then opens to the Department with legal status may continue to remain open to the FCCP and receive services if the child or children remain home and it is deemed in the best interest of the family and child or children in the sole discretion of the Department.

The child and at least one family member must live in the FCCP region to be eligible for services from the FCCP in that region. Families who move to a new region will be transferred to the FCCP in the region in which they reside.

3.1.2. Exclusionary criteria

Families shall be considered ineligible for FCCP services under any of the following conditions:

1. A child in the family is in DCYF legal custody.
Exception: A family remains eligible if there are multiple children and one or more is in legal custody of DCYF on a juvenile justice petition, as long as at least one child remains out of DCYF legal custody and no child is in DCYF legal custody due to abuse or neglect.
Exception: A family who has received services from the FCCP and opens to the Department with legal status may remain open to the FCCP if the child or children remain home and it is determined it is in the best interest of the family and child or children at the sole discretion of the Department.
2. Family does not include a child age 0-18.
3. Family is receiving care coordination services similar to wraparound, so FCCP services would be duplicative (e.g. Early Intervention services).

3.1.3 Referral pathways.

Service providers will receive referrals from DCYF, from community organizations, and self-referrals directly from families. The referral sources are as follows:

- **DCYF child welfare divisions, such as Child Protective Services Unit or the Intake and Monitoring Units**, will refer families where there is indication that the child is at risk of DCYF involvement but can remain in parental custody. In these cases, DCYF staff will follow internal procedure to determine if families need and can benefit from community-based support and intervention services and refer them to the FCCP serving their community. Families referred from DCYF may be referred with an indication that the child should be assessed and referred to a more intensive, DCYF-funded, home-based service, potentially without continued wraparound involvement, or may be referred with an indication that the family is suitable for longer-term wraparound.
- **DCYF Juvenile Probation and Corrections Units** will refer families who they determine are at risk of subsequent juvenile justice involvement or at risk DCYF involvement for another reason, and would benefit from FCCP services. This may include families with children who are exiting the RITS, children on probation not in the custody of DCYF, children assessed as low risk on a pre-adjudication risk assessment, and families with siblings who are in the DCYF custody due to a juvenile justice petition.
- **Families, family advocacy organizations, community agencies, schools, early childhood programs, health care providers, RI home visiting and first connections programs, religious organizations, and other community**

organizations and services working with children and families can refer children and families directly to the FCCP. FCCPs shall conduct continuous engagement with these organizations to elicit referrals of families in the community who are at risk of DCYF involvement.

3.1.4. Intake process.

Service providers will conduct an intake process that screens the family for eligibility for services, and evaluate sources of funding for family services and supports, including Medicaid, entitlements, daily living supports such as food stamps or vouchers, third party insurance and services. Specific duties in the intake process include:

- a. Collect basic demographic information, including contact details to enable follow-up.
- b. Evaluate eligibility for FCCP services, according to the criteria listed above. Record the risk factors known to be present at intake.
- c. If the family is better suited to a different service available in the community, facilitate the referral to the other service. Follow up and record whether the referral was successful and resulted in services delivered to the family.
- d. Develop efficient and effective referral and communication systems in order to maximize sources of family intervention and support.
- e. Evaluate child and family Medicaid and third party health insurance coverage and eligibility for other entitlements.

3.2. Regions

The department will award five (5) contracts, one for each of the following regions:

| Region | Municipalities | Estimated annual referral numbers* | Estimated point in time census (assumes average 120 days of services per family) |
|-----------------------|--|---|---|
| West Urban Core | Providence, Cranston | 332 | 111 |
| East Urban Core | East Providence, Central Falls, Pawtucket | 184 | 61 |
| East Bay | Barrington, Bristol, Jamestown, Little Compton, Middletown, Newport, Portsmouth, Tiverton, Warren | 134 | 45 |
| Washington Kent | Charlestown, Coventry, East Greenwich, Exeter, Hopkinton, Narragansett, New Shoreham, North Kingstown, Richmond, South Kingstown, Warwick, West Greenwich, West Warwick, Wakefield, Westerly | 220 | 73 |
| Northern Rhode Island | Burrillville, Cumberland, Foster, Glocester, Johnston, Lincoln, North Providence, North Smithfield, Scituate, Smithfield, Woonsocket | 272 | 91 |

*based on 2016 utilization and adjusted for new regions

3.3. Service delivery

Successful vendors will conduct two core activities, both aimed at strengthening families, reducing risk factors, and preventing children and families' involvement with DCYF:

I. Community outreach and relationships:

Successful vendors will conduct community outreach to identify and successfully engage families in the community who are at risk of involvement with DCYF and build strong networks of community resources available to support families.

II. Wraparound care coordination

Short-term family assessment and stabilization (wraparound phases 1 and 2)

Successful vendors will deliver short-term family assessment and stabilization services designed to engage and motivate the family to undertake longer term efforts to reduce risks to their children and strengthen the family. A key part of successful vendors' initial interaction with families will involve implementing care coordination to stabilize any crises, in particular those identified by the department, such as safety issues, behavioral health concerns and crises stemming from a lack of basic needs.

Successful vendors will conduct an assessment with all families during the first month of engagement, and as necessary in further wraparound phases. When warranted to improve family functioning, successful vendors may refer the child or family to a more intensive DCYF-funded, home-based service and potentially close to the family.

Ongoing care coordination (wraparound phases 3 and 4)

When appropriate, successful vendors will support families' progression through subsequent wraparound phases to strengthen their access to natural and community supports, improve family functioning, reduce risk and vulnerability factors and increase protective factors.

A diagram illustrating FCCP activities is in Appendix G.

FCCPs shall record and document data elements specified by DCYF related to program delivery and outcomes in the Rhode Island Family Information System (RIFIS) or other DCYF-specified database. FCCPs shall meet Medicaid requirements detailed in Appendix I.

3.3.1. Activity I: Community outreach and relationships

Successful vendors shall dedicate staff time to developing and maintaining strong relationships with community organizations, service providers and individuals in their region. Individuals and organizations in the community will serve as referral sources for at-risk children and families, and as resources available to provide supports and services that meet the specific needs of at-risk children and families. This network shall include organizations and service providers other than the organization that becomes the FCCP vendor for the region. A list of suggested organizations that FCCPs could form relationships with is in Appendix H.

As part of their community outreach and relationship building, FCCPs shall:

1. Develop systems for identifying and referring at-risk children

Successful vendors shall work with and educate their community network to develop systems for identifying families at risk of DCYF involvement and ensuring they are referred to FCCP services before maltreatment, dependency or juvenile-justice involvement occurs.

FCCPs will ensure that the community in their region has a strong understanding of what the FCCPs are, the service they provide and the outcomes they achieve with families. This could be achieved by making colocation arrangements, attending community events, arranging meetings with community members, and providing training or information sessions for school staff and other community organizations.

FCCPs shall develop ways for community members and organizations to make referrals to FCCP, and ensure that community organizations understand how to make a referral and follow up with the FCCP to make sure that the referral is successful.

2. Ensure that community resources are available meet the needs of children and families

Successful vendors shall form relationships with community providers and organizations that enable them meet the needs of the families in the region at risk of DCYF legal involvement. FCCPs will use appropriate data and collaborate with DCYF, Family and Community Advisory Boards (see below) and other community organizations to identify gaps in service availability and develop and implement strategies to fill them. FCCPs shall maintain a directory of services available in their region that is accessible to FCCP staff and families.

The DCYF-funded Family Advocate will be one resource available to FCCPs. The Family Advocate program is designed to assist DCYF provide effective and safe response for victims of domestic violence and their children who are living in violent situations, and is funded through the Safe Families Program.

3. Employ a Housing Navigator:

In addition to other direct service staff, each lead FCCP shall employ one staff member with a background in property management to be a housing navigator. The housing navigator shall be solely dedicated to supporting families struggling with homelessness or unstable housing, and to developing better availability of housing units and supports for families in their region. The goal of the housing navigator will be to find and facilitate families' access to suitable housing in order to minimize the number of families experiencing homelessness, and minimize the time families spend homeless, including in shelters, hostels, or hotels. Housing navigators shall coordinate with housing navigators in other FCCP regions to ensure that housing opportunities are available to all families working with FCCP, regardless of location.

To accomplish their objectives, it may be necessary for the housing navigator to undertake activities such as:

- a) Work with FCCP care coordinators to complete housing applications and compile documentation that will enable homeless families to access housing, including completing the VI-SPDAT when appropriate.
- b) Attend the Continuum of Care's family placement meetings for families experiencing homelessness.

- c) Cultivate relationships with landlords (e.g., of subsidized multi-family properties) and public housing authorities and work with them to develop tenant preferences that reflect the needs of at-risk families in the community.
- 4. Design and implement a prevention-focused publicity campaign**

FCCPs shall design and implement a prevention-focused public awareness campaign in April (Child Abuse Prevention month) and May (Children’s Mental Health Awareness month). FCCPs shall conduct activities that promote public awareness and support healthy and safe child development and family functioning. Each of the FCCPs will be granted prevention funds to promote collaborative activities within their region and coordinate activities across the FCCP regions that promote public awareness of child abuse prevention and child mental health.
- 5. Establish and coordinate a Family and Community Advisory Board (FCAB).**

Successful vendors shall work with their FCAB to ensure development, maintenance and improvement of a comprehensive, high quality and clinically and culturally appropriate network of services. Successful vendors shall incorporate FCAB feedback and guidance into aspects of their services, such as the cultural relevance of their staffing practices and procurements, and the degree to which their care planning is family-directed and youth-guided as possible.

3.3.2. Activity II: Wraparound

The FCCPs shall implement wraparound: integrated, family-centered care coordination and service referral. FCCPs shall implement wraparound to fidelity, according to standards specified by DCYF. These standards shall be based on the four phases outlined in the NWI “Wraparound Practice” document ([http://www.nwi.pdx.edu/NWI-book/Chapters/Walker-4a.1-\(phases-and-activities\).pdf](http://www.nwi.pdx.edu/NWI-book/Chapters/Walker-4a.1-(phases-and-activities).pdf))¹, with adjustments and priorities specific to the population and cultural context in Rhode Island, and the goal of preventing legal involvement with Rhode Island DCYF. FCCPs shall implement wraparound according to wraparound principles and philosophy; these are described in Appendix C. FCCPs shall implement internal processes for ensuring the fidelity of the program.

¹ Walker, J. S., Bruns, E. J., & The National Wraparound Initiative Advisory Group. (2008). Phases and activities of the wraparound process. In E. J. Bruns & J. S. Walker (Eds.), The resource guide to wraparound. Portland, OR: National Wraparound Initiative, Research and Training Center for Family Support and Children’s Mental Health.

Proposed wraparound phases, adapted from the NWI “Wraparound Practice” document:

| Stage of FCCP services | Wraparound phase | Goal / activity |
|---|------------------|--|
| Short-term assessment and stabilization (first 30 days) | Phase 1 | Orient and motivate the family and youth |
| | | Stabilize crises and develop crisis plan |
| | | Assess the family and make referrals to DCYF or community funded services as appropriate |
| | Phase 2 | Engage natural and professional supports |
| | | Make necessary meeting arrangements |
| | | Develop an initial wraparound plan |
| | | Complete necessary documentation and logistics |
| Ongoing care coordination | Phase 3 | Implement the wraparound plan |
| | | Revisit and update the plan |
| | | Maintain / build team cohesiveness and trust |
| | | Complete necessary documentation and logistics |
| | | Plan for cessation of formal wraparound |
| | Phase 4 | Create a “commencement” |
| | | Follow-up with the family |

During wraparound, FCCPs shall meet the following minimum requirements:

1. All families shall be assigned a Family Service Care Coordinator (FSCC) and receive FSCC contact at least twice a week and as often as seven days a week based on need. Many families shall also be assigned a Family Support Partner (FSP). See Section 3.4 for full description of the Family Service Care Coordinator (FSCC) and Family Support Partner (FSP).
2. The family shall receive face-to-face contact from an FSCC or FSP at least once a week. FSCC caseloads should not exceed 12 families.
3. If families are not available 9am-5pm Monday-Friday, FCCPs shall contact and meet with families after hours and on weekends. Families shall be able to contact FCCPs 24/7/365 in case of emergencies.
4. Initial engagement with families shall focus on engaging and motivating the family, stabilizing any crises and ensuring child safety.
5. FSCCs shall complete an assessment(s) specified by DCYF with all families at intake in a time frame determined by the Department, and at the end of services for families who have worked with the FCCPs for a specified minimum length of time.
6. For families that will receive services for more than 30 days, FCCPs shall:
 - a. Identify and record a behavioral health diagnosis for the child.
 - b. Complete the Strengths, Needs and Cultural Discovery with families.
 - c. Develop a team for each family that includes all relevant family members, community members and professionals, in accordance with wishes of the family.
 - d. Support the team to develop a written care plan.
 - e. Facilitate care coordination meetings at least once every two months.

Requirements specific to Medicaid are detailed in Appendix I.

Short term assessment and stabilization (wraparound phases 1-2):

The activities during the first FCCP stage shall include: orient the family and youth, stabilize crises, facilitate conversations with the family and youth/child to explore strengths, needs, culture and vision, and assess the family. For families who will continue with the second stage of FCCP services (phases 3 and 4 of wraparound), FCCPs shall develop an initial wraparound plan and get a diagnosis. The first phase should be completed within 30 days from first face to face contact and the focus shall be on engaging the family, building trust and respect, stabilizing the family, assessing the family and determining appropriate subsequent services.

The Department anticipates that support from Family Support Partners (FSPs) will be key to initial success in engaging and motivating the family, and stabilizing any crises. Family Support Partners are FCCP employees with a strong connection to the community, and are very knowledgeable about resources, services and supports available to families. Family Support Partners should have personal experience similar to the experiences of the families working with the FCCPs, which can be critical to earning the respect of families and establishing a trusting relationship.

Priorities during the first 30 days, and beyond if necessary and authorized:

- 1. Family consent and engagement:** FCCPs shall engage the family and motivate them to undertake efforts to reduce risks to their children and strengthen their family in a culturally and linguistically competent manner. FCCPs shall follow Department standards and guidelines in making contact with the families in a timely manner. Every family shall be informed at intake in HIPAA of compliant consent to treatment, authorizations for information release, and the Privacy Notice.
- 2. Crisis stabilization:** A key focus during initial engagement and in subsequent wraparound phases when necessary shall be stabilizing the family: identify and respond to any crises and develop a crisis plan, including resolving any issues identified by the Department. The goal of these stabilization efforts shall be to resolve any issues so the risk level is reduced and, in the case of DCYF-referrals, so the Department no longer needs to be involved with the family in any capacity. This may include facilitating a team meeting that involves DCYF with a focus on reducing risk factors and preventing DCYF involvement. FCCPs shall take into account what the family identifies as the crisis and DCYF's needs and recommendations. FCCPs shall prioritize safety factors identified by the Department and the immediate needs of the family such as food, shelter, utilities, medical treatment, transportation and safe caretakers. Crisis stabilization shall be a priority from the FCCPs' first engagement with the family, and shall continue when necessary, including during subsequent wraparound phases.

For DCYF referrals, the assigned Family Service Care Coordinator (FSCC) will communicate the family's status to the Department according to protocols and procedures specified by DCYF. For these referrals as well as any other, the FSCC shall continually assess child safety, in collaboration with DCYF whenever needed. FCCPs shall make child protection referrals to CPS and ensure a smooth transition in cases where a child's safety requires removal from the home due to abuse or neglect.

3. Assessment and referral to DCYF services when appropriate: FCCPs will be the access point for families in the community who would benefit from DCYF-funded services not otherwise available. In their role as the access point to DCYF services, successful vendors shall:

- a) Complete assessment(s) specified by DCYF for all children referred to FCCP. Examples of assessments that could be specified by DCYF include the NCFAS, ASQ-SE, OHIO and CANS. If DCYF specifies the CANS assessment, DCYF shall provide training and certification for FCCP staff responsible for completing the CANS assessment with families.
- b) Use DCYF criteria, the assessment(s), professional judgement, and the family's input to identify children and families who could benefit from intensive DCYF-funded, home-based services. DCYF will distribute eligibility criteria that children and families in the community must meet to access DCYF-funded services. A key criterion will be whether the family can access alternative supports and services through other means, such as third party insurance. These criteria will be reviewed and adjusted as needs and demand for services changes.

FCCP staff will use their professional judgement alongside DCYF guidance and input from the child and family to determine whether a child or family should be referred to DCYF with a recommendation DCYF-funded services. Children and families will only be recommended to DCYF for DCYF-funded services with the family's consent.

- c) For families where it is determined that DCYF services would be beneficial, complete the DCYF home-based services referral form and submit it to the Department's Central Referral Unit (CRU). DCYF will use the referral form to determine whether the child or family should receive services and if so, which service is appropriate for the family. Note that FCCPs will not recommend specific services or providers and that all referrals must be authorized by the Department in order for a DCYF-funded, home-based provider (other than an FCCP) to be paid by the Department.
- d) After the Central Referral Unit makes a referral, facilitate a warm hand-off to ensure that the family is enrolled in the DCYF-funded service. The FCCPs will ensure that families are connected to the DCYF-funded service they are referred to. They will facilitate at least one in-person meeting where the family, the service provider and the family's FSCC are present.
- e) After the family is successfully connected with services, either:
 - a. Continue wraparound alongside DCYF-funded services, or
 - b. End the family's engagement with the FCCP.Some DCYF-funded services are high intensity and require that the family is receiving no other services. Other services, especially those with a care-coordination component, can address the same needs as an FCCP and so could be considered duplicative in nature. In instances when the referral is made for one of these services, the FCCP shall discontinue with the family. In other situations, it would be appropriate for wraparound to continue. DCYF Central Referral Unit

will make this decision on a case-by-case basis, and/or according to policy to be determined.

For families that will continue with the FCCPs beyond the first 30 days, the FCCPs shall also complete the following activities with families within the first 30 days:

- 1. Strengths, Needs and Cultural Discovery:** The FSCC shall use the SNCD assessment process to identify and engage resources both within the immediate and extended family as well as resources that may be available in the community, including friends and neighbors, church groups, recreational programs, learning programs, and youth groups.

A Master's level supervisor shall oversee and review all assessments. The supervisor shall meet with all families, youth and children together with the FSCC at least once. This will enable the supervisor to give tailored and specific direction to the FSCC about how to conduct a more comprehensive assessment and develop more effective interventions. The FSCC and supervisor shall make referrals for more specialized evaluations and psychological assessments (testing) whenever indicated.

Assessment data shall be recorded in RIFIS or an alternative DCYF-specified data system. In addition to using assessments to understand individual families' strengths and needs, DCYF and FCCPs shall use assessment data to understand and respond to system-wide strengths and needs and families' progress.

- 2. Care Plan:** For families that will continue with wraparound, FCCPs shall complete an initial care plan during the first FCCP stage, which will be continually updated throughout the wraparound process. The wraparound team will be at the center of ongoing care planning and co-ordination. The FSCC shall organize, facilitate and track the activities of the team, which shall serve the best interests of the child and family.

Families shall select the members of their team with support and guidance from the FSCC and FSP. The team should include all relevant family members, community members and professionals, in accordance with wishes of the family.

The goals of the team process are two-fold: protection from harm while developing capability, and strengthening and empowering families, youth and children. The family and team shall create a written plan that records the family vision and team mission, and outlines the services, supports and strategies that the family and team have identified will meet their needs. The FSCC shall support the family to convene the team to update the initial plan when care planning requires adjustments.

Care planning shall be family-driven: the family's service-needs, goals and available resources for achieving those goals, in conjunction with the core goals of child safety and well-being, drive the process. In addition to parents and/or caregivers, youth shall participate if they wish to, and FCCPs shall make appropriate developmental accommodations for all families, youth and children.

As part of care planning, FCCPs shall involve the families in identifying and understanding child safety issues, reaching a common understanding of what is required for child, youth safety, and knowing who in addition to CPS will be

informed in the event of emergent safety issues. FCCPs may need to complete a risk management plan.

The supports and services in the plan shall be connected to the strengths and abilities of the child and family and easy for the child and family to access. The plan shall include strategies to help the child and family get involved with activities in their community that they like and do well in, and shall include ways to increase the support the family gets from friends and family members.

FSCCs shall facilitate the wraparound team process using a defined and systematic wraparound process. The team will bring differing perspectives, gain a better understanding of the family, and brainstorm and devise strategies that will be helpful. Integrating perspectives into one single plan while creating a positive atmosphere and centering family voice and choice will require strong facilitation and mediation skills.

- 3. Identify and record a behavioral health diagnosis.** For Medicaid purposes, FCCPs must obtain a behavioral health diagnosis for children continuing with FCCP services beyond 30 days. Please see Appendix I for specific details.

Ongoing care coordination (wraparound phases 3-4):

When families wish to participate in further wraparound phases, FCCPs will continue implementing wraparound to fidelity and guide families through phases three and four with priorities specific to this context described below. The activities during these phases include implementing and adjusting the family's wraparound care plan, building team cohesiveness and trust, and planning for a family's transition out of wraparound.

Priority activities during the phases three and four:

- 1. Coordinating service:** As the team develops and reviews the wraparound plan, the FSCC and FSP shall make and follow-up on necessary referrals, troubleshoot and address impediments to progress, and track progress. Through effective facilitation, FSCCs shall ensure that team participants carry out their commitments specified in the care plan. Specific care coordination requirements include:
 - a. Provide and/or coordinate critical services for children and youth, which include, but are not limited to: family stabilization; crisis stabilization; service coordination; system navigation; wraparound flexible fund purchases; and facilitated access to supports and services;
 - b. Make referrals to a comprehensive network of service providers;
 - c. When appropriate, assess and refer families to DCYF-funded services.
 - d. Manage and track family team meetings for each family served, and maintain documentation of plans;
 - e. Conduct care coordination in a strength-based, family-centered, family-driven and culturally competent manner through a wraparound team-based process in which youth and families participate as partners;
 - f. Maintain accurate, confidential and HIPAA-compliant client records;
 - g. Obtain and document consent from youth and families to participate in the program and in outcome evaluation; and
 - h. Maintain up-to-date contact information for the families involved.

2. **Transition planning and celebration:** FCCPs will provide services to all families, youth and children enrolled until the family no longer requires the services. Through the team process, the family's team will plan for the family's transition out of formal wraparound in a way that is consistent with the wraparound principles, and that supports the youth and family in maintaining the positive outcomes achieved in the wraparound process. The FSCC shall guide the team in identifying services and supports to meet needs that will persist past formal wraparound, and creating a post-wraparound crisis management plan. The FSCC shall ensure that the cessation of formal wraparound is conducted in a way that celebrates successes and frames transition proactively and positively.

3.4. Staffing and professional development

FCCPs shall specify proposed staffing patterns and credentials that meet the requirements of this RFP. Staff shall be diverse and culturally and linguistically competent, with competencies in language, culture, religion and sexual and gender orientation to reflect the population served. Staffing requirements include:

- a. **Program Manager:** The Program Manager shall have a Doctoral or Master's degree in social work, psychology, mental health counseling, or related field, and at least five years' experience supervising or administering a program or programs.
- b. **Supervisor(s):** Each supervisor shall provide ongoing clinical and program supervision and coaching to a maximum of 6 direct service staff (FSCCs, FSPs, Housing Navigator, etc.). The supervisors shall have a Doctoral or Master's degree in social work, psychology, mental health counseling, or related field, and at least five years of experience in providing family-based services, more than one of which have been in supervising or administering a program or programs. The supervisors must be licensed independent clinicians.
- c. **Family Service Care Coordinators (FSCCs):** The FSCC is the wraparound facilitator, responsible for assessing the family's needs and strengths, convening and facilitating family team meetings, referring to appropriately matched services and supports, enhancing supports, and ensuring implementation and success of the family care plan while providing support for the family to gain the skills and resources to manage their own coordination and plans. FSCCs shall have a maximum caseload of 12. FSCCs have a Bachelors and experience working with complex families.
- d. **Family Support Partners (FSPs):** Family Support Partners shall provide family support, with a primary role of empowering the family towards self-efficacy. The FSP participates in the wraparound process at the request of the family and provides direct supports identified in the family care plan. They shall have a strong connection to the community, and be very knowledgeable about resources, services and supports available to families. Family Support Partners often have personal experience similar to the experiences of the families working with the FCCPs. DCYF encourages FCCPs to use Family Support Partners, but they may not be required for every case.
- e. **Housing navigator** (see section 3.3.1.)
- f. **Staff member(s) with responsibility for community outreach and engagement** (see section 3.3.1.). Staff with this responsibility may include Family Service Care Coordinators, Supervisors, Program Manager or other staff members.
- g. **Other staff:** FCCPs may assign other distinct responsibilities to specific staff to make the program effective and tailored to the needs in the region. These responsibilities may include special responsibility for engagement, intake, working with parents with cognitive disabilities, families experiencing domestic violence, etc.

FCCPs shall be responsible for providing all supervision, coaching, training and other appropriate professional development to their staff members and coordinating with other FCCP regions to ensure that FCCP services statewide are delivered consistently, and at the highest quality. Professional development activities may include:

- a. Wraparound training and certification for all appropriate staff
- b. Ongoing wraparound coaching and supervision, including observation
- c. Periodic review of documentation
- d. Specific skill development as appropriate: family engagement, motivational interviewing, team meeting facilitation, cultural competence, working with children and families with DD or SED, etc.

3.5. Flexible Funding

The FCCP Lead will serve as the fiscal agent for the administration of flexible funding and will work with DCYF and parents / caregivers to equitably determine and monitor flexible funding expenditures.

Flexible funding is intended for the purchase of goods, services and activities to meet specific child, youth and/or family needs that are not reimbursed through existing insurance of other programs or funding sources. Goods and services provided through flexible funding must be related to an outcome identified in the wraparound plan, such as success in school, work or other occupation, safe and stable family and home environment, prevention or reduction of adverse outcomes including recurrence of maltreatment and delinquent behavior, and family enrichment activities including wraparound celebration.

FCCPs shall make maximum use of third party services and payments, entitlement services and natural supports to develop individualized services that meet each family's assessed needs. During eligibility determination and care planning, the provider will explore other sources of funding for family services and supports including Medicaid, entitlements, daily living supports, such as food stamps or vouchers, third party insurance, and natural supports. Natural supports are important because they provide continuity for families after discharge. The FCCP Lead must develop policies and procedures and system controls to ensure all payer sources are utilized and that flex funds are not used for services that could be accessed through other sources. Moreover, a plan must be in place to assist the family in obtaining needed services in the future without the use of flexible funds.

3.6. Data collection, fidelity monitoring, evaluation and active contract management

FCCPs shall be responsible for collecting data specified by DCYF and inputting it to the DCYF-specified database (currently the Rhode Island Family Information System (RIFIS)). The data will be designed to address quality of coordination and services, service utilization and consumer outcomes at all levels of the system – family; local care coordination and statewide systems operations. Accurate and timely data collection is imperative.

FCCPs shall implement wraparound to fidelity, with adjustments according to the specific context in Rhode Island. FCCPs shall implement internal processes for assessing the fidelity of wraparound processes (with adjustments specific to the context in Rhode Island specified by DCYF) and report on fidelity to DCYF.

FCCPs shall participate in ongoing evaluation of the FCCP system, including participation in active contract management meetings, as specified by DCYF. FCCPs shall develop internal performance improvement plans that use relevant data and other information to assess performance and develop improvements.

DCYF's contract management activities will focus on FCCPs' success in meeting the goals outlined in the Purpose section of this RFP. Performance measures tracked as part of contract management activities may include, but are not limited to:

- Percentage of families opening to DCYF during or subsequent to receiving FCCP services
- Percentage of families who experience psychiatric hospitalization or juvenile justice involvement while receiving FCCP services
- Rate of subsequent DCYF involvement amongst families referred to FCCP that were referred to but never enrolled in FCCP services
- Improvements in families' functional abilities as measured by assessments
- Number of appropriate referrals from the community
- Timeliness to first contact and face to face contact
- Length of family engagement with FCCPs
- Frequency of family contact with FCCP
- Frequency of family team meetings
- Percentage of wraparound teams that include (a) other professionals (b) family natural supports

A logic model that depicts individual-level and systems-level outcomes to be achieved by children and families working with FCCPs, as well as deliverables (outputs), activities, and resources (inputs) is shown in Appendix J.

SECTION 4: PROPOSAL

A. Technical Proposal

Narrative and format: The proposal should address specifically each of the following elements:

1. Capability, Capacity, and Qualifications of the Offeror [15 points]

- (a) **Agency mission statement and values.** Provide agency mission statement and outline how it aligns with DCYF principles and values for FCCP care coordination, including the philosophy and values of the wraparound process.
 - 1.
- (b) **Agency management, administrative and technical capacity.** Describe your agency's management structure and management experience. Outline agency administrative and technical capacity and any technical systems needed to meet the care coordination and data requirements of this RFP.
- (c) **Experience and past performance with population of at-risk children and families.** Describe experience in providing strength-based, trauma-informed services to families with SED children, families at risk of child abuse and neglect, youth with or at risk of juvenile justice involvement, children with experience of or at risk of psychiatric hospitalization, and children under age three and their families. Provide

examples of the types of families your agency services. Describe past performance in working with these populations.

- (d) **Agency presence in proposed region.** Define proposed selected geographic region(s) and recommend sites. Describe your agency's presence in your proposed service area including existing formal and informal linkages with community resources and organizations in your proposed service area and how those linkages will specifically facilitate successful implementation of prevention services for children at risk of legal involvement with DCYF. Describe the population your agency currently serves, and the services currently provided by your agency.

2. Program Design and Content [50 points]

Activity I: Community outreach and relationships

- (a) **Community partnerships.** Describe how your agency will foster functional partnerships with other community organizations, service providers, schools, medical, religious and cultural communities and other community and natural supports in your proposed region that will (a) facilitate early identification and referral of at-risk families to the FCCP and (b) foster a broad and accessible array of community services that will meet the needs of at-risk children and families in the region.
- (b) **Identification of at-risk children and families.** Describe proposed strategies for successful early identification of children and families in your region at risk of DCYF legal involvement due to child abuse, neglect, dependency, juvenile justice involvement or psychiatric hospitalization.
- (c) **Development of services appropriate to community needs.** Describe the populations in your proposed service area and the prominent family needs, community assets, challenges and current gaps in service in the region amongst those populations. Prioritize the services needed for specific populations. Describe priorities and strategies for building relationships with the provider network and services in the proposed area(s) and show your agency would work to develop access to community resources in the region that better meet the needs of the population in the region.

Describe the most significant system coordination challenges you anticipate in your proposed region(s), and provide proposed solutions.

- (d) **Public awareness campaign.** Describe proposed strategies for using the budget allocated to your proposed region to raise awareness of child abuse prevention and child mental health.

Activity II: Wraparound

Short-term family assessment and stabilization (wraparound phases 1-2)

- (e) **Successful engagement.** Describe proposed philosophy and strategies for contacting families, successfully engaging families during initial contact, and motivating their participation in services designed to reduce risk. Describe approaches for families

who are reluctant to seek and accept services with protective concerns vs. families looking for help with an SED child.

- (f) **Crisis stabilization.** Describe proposed strategies for stabilizing families and identifying and addressing family crises during initial engagement, including those identified by DYCF and those identified by the family. Describe proposed strategies for rapidly reducing DYCF-identified risk factors and safety concerns so the Department no longer needs to be involved with the family in any capacity, and for meeting families' basic needs.
- (g) **Assessment and referral to DCYF services.** Describe proposed strategies for conducting assessments with families within the first month and determining whether to refer the family to DCYF-funded services.

Ongoing wraparound (wraparound phases 3-4):

- (h) **Wraparound assessment, care planning, care coordination and transition.** Provide a detailed description of how your agency will implement further wraparound phases with families. This section should include program philosophy, program goals and objectives and program components, including assessment, care planning and coordination, and transition. Include proposed timelines.
2.
- (i) **Specific populations.** Describe the services and care coordination your agency will provide to meet the needs of the specific subpopulations. Examples of subpopulations are listed in Appendix F.
- (j) **Flexible Funding.** Describe how your agency proposes to use flexible funding to facilitate positive outcomes with families. Include a description of (a) how your agency will maximize the use of third party funding sources, and (b) the goods, services and activities you anticipate using your flex fund budget for. Explain why these goods, services and activities are beneficial for families at risk of involvement with DCYF and why other sources of funding or support are not available.

3. Personnel/Staff Qualifications and Training [20 points]

- (a) **Staff qualifications.** This section should include a detailed description of all staff who will be providing the services described in this RFP by the Offeror to support each of the sections outlined in the scope of work. Provide position titles, job descriptions and requirements, For any known key staff who will be involved, provide staff resumes/CV and describe qualifications and experience, including their experience as it relates to the specific scope of work outlined in the RFP, and cultural and linguistic competence appropriate to the populations served.
- (b) **Staffing patterns and supervisory structure.** Delineate staffing patterns and supervisory structure and explain how staffing patterns will meet program objectives. Specifically describe proposed number of client contact hours for each position and hours to be devoted to other activities described herein. Attach agency organizational charts that include proposed structure for FCCP service delivery. Please identify any staff positions that will need to be hired. Specifically identify any subcontractors that will be utilized to provide the services. This must be clearly stated.

- (c) **Training and professional development.** Describe the training and professional development that will be provided for staff and how training and professional development will contribute to the program objectives, including staff retention. Describe how your agency will coordinate training efforts with FCCPs in other regions to ensure that FCCP wraparound practice is consistent statewide.

4. Continuous Quality Improvement, Performance measures and Evaluation [15 points]

- (a) **Outcome and process measures.** Describe suggested outcome and process measures for monitoring the success of each program component, including: successful identification of at-risk families in the community, successful development of access to services in the community that meet families' needs, successful family engagement, successful crisis stabilization, successful care coordination, and short and long-term outcomes of families including reduced involvement with DCYF, increased protective factors and decreased risk factors. Describe how your agency shall collect this data, analyze the data and use the data to improve program quality and outcomes.

Describe measures for assessing the success of the program in reducing DCYF legal involvement amongst all families in the region, i.e. not just those referred to or enrolled in FCCP services. Include suggestions detailing how the outcome and process measures will be used to improve service delivery in real time, and to develop additional or alternative services. Be as specific as possible in terms of outcome measures for each component of scope of work. Describe how the agency shall collect this data, analyze the data and use the data to improve program quality and outcomes, including the staff who will be responsible for this work.

Describe ability and past experience providing performance monitoring and improvement.

- (b) **Fidelity.** Describe how your agency will assess the fidelity of the wraparound program, including proposed measures for assessing fidelity, how data for the measures will be collected, and how the agency will use information about fidelity to improve program delivery. Identify the staff who will be responsible for this work.

Describe ability and past experience providing fidelity monitoring and improvement.

B. Cost Proposal

For the purposes of this solicitation, and for any and all contracts awarded in accordance with this solicitation, the budget will be established by the Department. Appendix L provides for each of the five (5) FCCP regions a total annual budget available for the performance of contracted FCCP services. The budgets are based on (a) specified rates and projections of numbers of families that will be served in each region, and (b) specified budgets for flexible funding, the prevention campaign and community outreach.

For each region one (1) successful vendor will perform all contracted duties within the parameters of the regional budget. The total annual regional budget represents the summation of the line items for per diem services; available flex funding; available prevention funding; and available community outreach funding.

In order to be considered for award, all offerors must attest to the per diem rates for short-term family stabilization and ongoing wraparound, and to the budgets available for flexible funding, the prevention campaign and community outreach in their region. Should an offeror fail to attest that the work can be performed within the budget supplied in this RFP, that offeror's technical proposal shall not be evaluated.

It is understood that no guarantee is made or implied by the Department. The funding awarded is based upon current and future funding from the Rhode Island legislature or other funding sources for the period of the resulting contracts.

The following paragraphs explain the elements of the budgets in Appendix L.

1. Per Diem Rate, Short-term family stabilization and assessment Period, Wraparound Stage 1

This portion of the budget establishes a per diem rate for the corresponding scope of work. For the first 30 days following the first face to face with the family, the successful vendor will invoice the Department this rate (\$46.32) per day for each client being served during this period. This rate has been constructed through analysis of past rates paid for similar work, and considers factors to include realistic and reasonable staff salaries and fringe, potential consultant costs, other direct costs (occupancy, etc) and indirect costs. Further, this rate is informed by the understanding that client assessments and stabilization will be conducted during this time. This period constitutes the initiation of wraparound services, and leads to a determination as to whether wraparound services will continue to be provided.

The Department intends to claim reimbursement through Medicaid for a portion of the services delivered during the initial stabilization and assessment period. The Department intends to develop a unit of service, such as a biweekly or monthly unit, for the purpose of substantiating service delivery and billing; the vendor must demonstrate that they have completed all elements required by Medicaid during this time period to be eligible for payment. Medicaid requirements are detailed in Appendix I. Providers shall also be prepared to develop and perform direct Medicaid billing for approved services as directed by the Department.

2. Per Diem Rate, Ongoing care coordination, Wraparound Stage 2

This portion of the budget establishes a per diem rate for the corresponding scope of work. For the duration of post assessment phase wraparound, beginning on the 31st day following the first face to face, the successful vendor will invoice the Department this rate (\$36.57) per day for each client being served during this period. This rate has been constructed through analysis of past rates paid for similar work, and considers factors to include realistic and reasonable staff salaries and fringe, potential consultant costs, other direct costs (occupancy, etc) and indirect costs. This period constitutes the continuation of wraparound services, until the case is ready to be closed.

The Department intends to claim reimbursement through Medicaid for a portion of the services delivered during the ongoing wraparound period. The Department intends to develop a unit of service, such as a biweekly or monthly unit, for the purpose of substantiating service delivery and billing; the vendor must demonstrate that they have completed all elements required by Medicaid during this time period to be eligible for payment. Medicaid requirements are detailed in Appendix I. Providers shall also be

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

The budget provides an estimated subtotal of per diem expenditures for each of the five (5) established FCCP regions.

3. Flexible Funding

This portion of the budget specifies the flexible funding to be provided by the Department on an annual basis for the term of the contract. This allocation has been formulated using past expenditure data, and the precise amount of the allocation is based upon the projected number of families / clients to be served annually in each of the five regions. The successful vendor will invoice the Department for flexible funding on a cost reimbursement basis. The Department shall reimburse only those costs demonstrated to be allowable. To be allowable, a reimbursed cost must be allocable to work performed under the contract, and must be reasonable in nature.

4. Prevention Funding

This portion of the budget specifies the prevention funding to be provided by the Department on an annual basis for the term of the contract. This allocation is associated with a Federal Grant, and is apportioned equally across each of the five regions. The successful vendor will invoice the Department for prevention funding on a cost reimbursement basis. The Department shall reimburse only those costs demonstrated to be allowable. To be allowable, a reimbursed cost must be allocable to work performed under the contract, and must be reasonable in nature.

5. Community Outreach Funding

This portion of the budget specifies the community outreach funding to be provided by the Department on an annual basis for the term of the contract. This allocation is based upon a proportion of a Full Time Equivalent (FTE) for a Family Service Care Coordinator (FSCC), and is intended to fund a dedicated portion of said FSCC's time in the performance of community outreach activities. Such activities may include but are not limited to establishing contacts with community referral sources and community service providers who can help serve referred clients according to established wraparound plans. The successful vendor will invoice the Department for community outreach funding on a cost reimbursement basis. The Department shall reimburse only those costs demonstrated to be allowable. To be allowable, a reimbursed cost must be allocable to work performed under the contract, and must be reasonable in nature.

6 Housing Navigator

This portion of the budget specifies the housing navigator funding to be provided by the Department on an annual basis for the term of the contract. This allocation is intended to fund a single staff member dedicated to the performance of activities associated with client housing issues, as described in this solicitation's scope of work. The successful vendor will invoice the Department for the housing navigator on a cost reimbursement basis. The Department shall reimburse only those costs demonstrated to be allowable. To be allowable, a reimbursed cost must be allocable to work performed under the contract, and must be reasonable in nature.

C. ISBE Proposal

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

SECTION 5: EVALUATION AND SELECTION

In order to be considered for award, all offerors must first attest to the per diem rates for short-term family stabilization and ongoing wraparound, and to the budgets available for flexible funding, the prevention campaign and community outreach in their region. Should an offeror fail to attest that the work can be performed within the budget supplied in this RFP, that offeror's technical proposal shall not be evaluated.

Following confirmation of the offeror's fee attestation, proposals shall be reviewed by a technical evaluation committee ("TEC") comprised of staff from State agencies. The TEC first shall consider technical proposals, as described below.

The state intends to provide five awards, one for each of the five regions. It is intended that an award pursuant to this RFP will be made to five prime vendors who will each assume responsibility for all aspects of the work in a specific region. The State prefers different lead vendors across the state. 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. The use of subcontractors will have no implications for the funding and rates available for services.

The State reserves the exclusive right to select the vendors that it deems to be in its best interest to accomplish the project as specified herein, and in particular to select vendors that ensure the most comprehensive and highest-quality state-wide coverage. Conversely, the State reserves the right not to fund any proposal(s).

Each offeror will submit one proposal for each region in which the offeror wishes to perform as the lead vendor. Offerors are encouraged to submit up to five proposals, for up to five regions. As detailed in Section 4, proposals will include details about the offeror's ability to perform in the specified region. Assuming that at least one proposal is submitted for each region, one and only one proposal will be selected for each region.

Fee Attestation

To be considered for award of a contract for one of the five regions described in this RFP, an offeror must attest that all proposed work can be performed within the budget provided in this RFP for that region. Failure by an offeror to so attest shall result in the offeror's proposal being dropped from further consideration. The State will not evaluate technical proposals of offerors who fail to attest.

Technical Proposal Scoring

Technical Proposals accompanied by successful fee attestations will be reviewed by a Technical Review Committee comprised of staff from state agencies. Proposals shall be scored on a 100-point scale, and each criterion detailed in Section 4 of this RFP shall be weighted as described in the following table.

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

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

Invoice Submission

If awarded a contract, the offeror will be responsible for submitting monthly a properly completed, department approved invoice form that details all expenditures that are made with department funding. 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.

ISBE Participation Evaluation:

a. Calculation of ISBE Participation Rate

1. ISBE Participation Rate for Non-ISBE Vendors. The ISBE participation rate for non-ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of non-ISBE vendor's total contract price that will be subcontracted to ISBEs by the non-ISBE vendor's total contract price. For example if the non-ISBE's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs, the non-ISBE's ISBE participation rate would be 12%.
2. ISBE Participation Rate for ISBE Vendors. The ISBE participation rate for ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of the ISBE vendor's total contract price that will be subcontracted to ISBEs and the amount that will be self-performed by the ISBE vendor by the ISBE vendor's total contract price. For example if the ISBE vendor's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs and will perform a total of \$8,000.00 of the work itself, the ISBE vendor's ISBE participation rate would be 20%.

b. Points for ISBE Participation Rate:

The vendor with the highest ISBE participation rate shall receive the maximum ISBE participation points. All other vendors shall receive ISBE participation points by applying the following formula:

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

| Criteria | Possible Points |
|--|------------------------|
| 1. Capability, Capacity, and Qualifications of the Offeror a) Agency mission statement and values b) Agency management, administrative and technical capacity c) Experience and past performance with at-risk children and families d) Agency presence in proposed region | 15 Points |
| 2. Program Design and Content a) Community partnerships b) Identification of at-risk children and families c) Development of services appropriate to community needs d) Public awareness campaign e) Successful engagement f) Crisis stabilization g) Assessment and referral to DCYF services h) Wraparound assessment, care planning, coordination and transition i) Specific populations j) Flexible funding | 50 Points |
| 3. Personnel/Staff Qualifications and Training a) Staff qualifications b) Staffing patterns and supervisory structure c) Training and professional development | 20 Points |
| 4. Continuous Quality Improvement, Performance Measures and Evaluation a) Outcome and process measures b) Fidelity | 15 Points |
| 5. Fee Attestation | Pass / Fail |
| Total Possible Evaluation Points | 100 Points |
| 6. ISBE Participation | 6 points |
| Total Possible Points | 106 Points |

General Evaluation:

Points shall be assigned based on the vendor's clear demonstration of the ability to provide the requested goods and/or services. Vendors may be required to submit additional written information or be asked to make an oral presentation before the TEC to clarify statements made in the proposal.

SECTION 6. QUESTIONS

Questions concerning this solicitation must 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 is permitted. Please reference **RFP # 7566517** on all correspondence. Questions should be submitted in writing in a Microsoft Word attachment in a narrative format with no tables. Answers to questions received, if any, shall be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to monitor the Division of Purchases website for any procurement related postings such as addenda. If technical assistance is required, call the Help Desk at (401) 574-8100.

SECTION 7. PROPOSAL CONTENTS

- Proposals shall include the following:
 - a. One completed and signed RIVIP Bidder Certification Cover Form (included in the original copy only) downloaded from the Division of Purchases website at www.purchasing.ri.gov. *Do not include any copies in the Technical or Cost proposals.*
 - b. One completed and signed Rhode Island W-9 (included in the original copy only) downloaded from the Division of Purchases website at <http://www.purchasing.ri.gov/rivip/publicdocuments/fw9.pdf>. *Do not include any copies in the Technical or Cost proposals.*
 - c. Two (2) completed original and copy versions, signed and sealed Appendix A. MBE, WBE, and/or Disability Business Enterprise Participation Plan. Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation. *Do not include any copies in the Technical or Cost proposals.*
 - d. Technical Proposal - responding to all information as required and described earlier in this solicitation. The technical proposal is limited to ten (10) pages type-written pages. Each Technical Proposal submitted by the offeror shall clearly identify the region the proposal is intended to serve (West Urban Core, Northern Rhode Island, etc.). Resumes and / or curricula vitae are not included in the ten (10) page limit. Technical proposals shall include a table of contents. The table of contents is not included in the ten (10) page limit.
 - a. One (1) Electronic copy on a CD-R, marked "Technical Proposal - Original".
 - a. One (1) printed paper copy, marked "Technical Proposal -Original" and signed.
 - b. Four (4) printed paper copies
 - e. Cost Proposal - A separate, signed and sealed cost proposal attesting to the offeror's fee; established rates; ability to perform all work within the budget detailed in this RFP.
 - f. One (1) Electronic copy on a CD-R, marked "Cost Proposal -Original".
 - i. One (1) printed paper copy, marked "Cost Proposal -Original" and signed.
 - g. Four (4) printed paper copies

- Formatting of proposal response contents should consist of the following:
 4. Formatting of CD-Rs – Separate CD-Rs are required for the technical proposal and cost proposal. All CD-Rs submitted must be labeled with:
 8. Vendor’s name
 9. RFP #
 10. RFP Title
 11. Proposal type (e.g., technical proposal or cost proposal)
 12. If file sizes require more than one CD-R, multiple CD-Rs are acceptable. Each CD-R must include the above labeling and additional labeling of how many CD-Rs should be accounted for (e.g., 3 CD-Rs are submitted for a technical proposal and each CD-R should have additional label of ‘1 of 3’ on first CD-R, ‘2 of 3’ on second CD-R, ‘3 of 3’ on third CD-R).

Vendors are responsible for testing their CD-Rs before submission as the Division of Purchase’s inability to open or read a CD-R may be grounds for rejection of a Vendor’s proposal. All files should be readable and readily accessible on the CD-Rs submitted with no instructions to download files from any external resource(s). If a file is partial, corrupt or unreadable, the Division of Purchases may consider it “non-responsive”. USB Drives or any other electronic media shall not be accepted. Please note that CD-Rs submitted, shall not be returned.

5. Formatting of written documents and printed copies:
 - a. For clarity, the technical proposal and fee attestation shall be typed. These documents shall be single-spaced with 1” margins on white 8.5”x 11” paper using a font of 12 point Calibri or 12 point Times New Roman.
 - b. All pages on the technical proposal and fee attestation are to be sequentially numbered in the footer, starting with number 1 on the first page of the narrative (this does not include the cover page or table of contents) through to the end, including all forms and attachments. The Vendor’s name should appear on every page, including attachments. Each attachment should be referenced appropriately within the proposal section and the attachment title should reference the proposal section it is applicable to.
 - c. Printed copies are to be only bound with removable binder clips.

SECTION 8. PROPOSAL SUBMISSION

Interested vendors must submit proposals to provide the goods and/or services covered by this RFP on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases, shall not be accepted.

Proposals should be mailed or hand-delivered in a sealed envelope marked “**RFP# 7566517 RI Department of Children, Youth and Families- Preventative Services**” to:

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

NOTE: Proposals received after the above-referenced due date and time shall not be accepted. Proposals misdirected to other State locations or those not presented to the Division of Purchases

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

SECTION 9. CONCLUDING STATEMENTS

Notwithstanding the above, the Division of Purchases reserves the right to award on the basis of cost alone, to accept or reject any or all proposals, and to award in the State's 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.

If a Vendor is selected for an award, no work is to commence until a purchase order is issued by the Division of Purchases.

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

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

d) Proposer's ISBE Responsibilities (from 150-RICR-90-10-1.7.E)

1. Proposal of ISBE Participation Rate. Unless otherwise indicated in the RFP, a Proposer must submit its proposed ISBE Participation Rate in a sealed envelope or via sealed electronic submission at the time it submits its proposed total contract price. The Proposer shall be responsible for completing and submitting all standard forms adopted pursuant to 105-RICR-90-10-1.9 and submitting all substantiating documentation as reasonably requested by either the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to the names and contact information of all proposed subcontractors and the dollar amounts that correspond with each proposed subcontract.
2. Failure to Submit ISBE Participation Rate. Any Proposer that fails to submit a proposed ISBE Participation Rate or any requested substantiating documentation in a timely manner shall receive zero (0) ISBE participation points.
3. Execution of Proposed ISBE Participation Rate. Proposers shall be evaluated and scored based on the amounts and rates submitted in their proposals. If awarded the contract, Proposers shall be required to achieve their proposed ISBE Participation Rates. During the life of the contract, the Proposer shall be responsible for submitting all substantiating documentation as reasonably requested by the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to copies of purchase orders, subcontracts, and cancelled checks.
4. Change Orders. If during the life of the contract, a change order is issued by the Division, the Proposer shall notify the ODEO of the change as soon as reasonably possible. Proposers are required to achieve their proposed ISBE Participation Rates on any change order amounts.
5. Notice of Change to Proposed ISBE Participation Rate. If during the life of the contract, the Proposer becomes aware that it will be unable to achieve its proposed ISBE Participation Rate, it must notify the Division and ODEO as soon as reasonably possible. The Division, in consultation with ODEO and Governor's Commission on Disabilities, and the Proposer may agree to a modified ISBE Participation Rate provided that the change in circumstances was beyond the control of the Proposer or the direct result of an unanticipated reduction in the overall total project cost.

e) MBE, WBE, AND/OR Disability Business Enterprise Participation Plan Form:

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



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

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

Bidder's Name:

Bidder's Address:

Point of Contact:

Telephone:

Email:

Solicitation No.:

Project Name:

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

Name of Subcontractor/Supplier:

Type of RI Certification: ☐ MBE ☐ WBE ☐ Disability Business Enterprise

Address:

Point of Contact:

Telephone:

Email:

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

Total Contract Value (\$):

Subcontract
Value (\$):

ISBE Participation
Rate (%):

Anticipated Date of Performance:

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

Prime Contractor/Vendor Signature

Title

Date

Subcontractor/Supplier Signature

Title

Date

APPENDIX B: DCYF Outcomes Framework

The FCCP program is designed to contribute to outcomes 1A, 1B, and 1C.

| | | | | |
|---|---|--|---|--|
| 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 C: Wraparound program and principles

The following text is adapted from the National Wraparound Institute website:
<https://nwi.pdx.edu/wraparound-basics>. More detailed information can be found on the website.

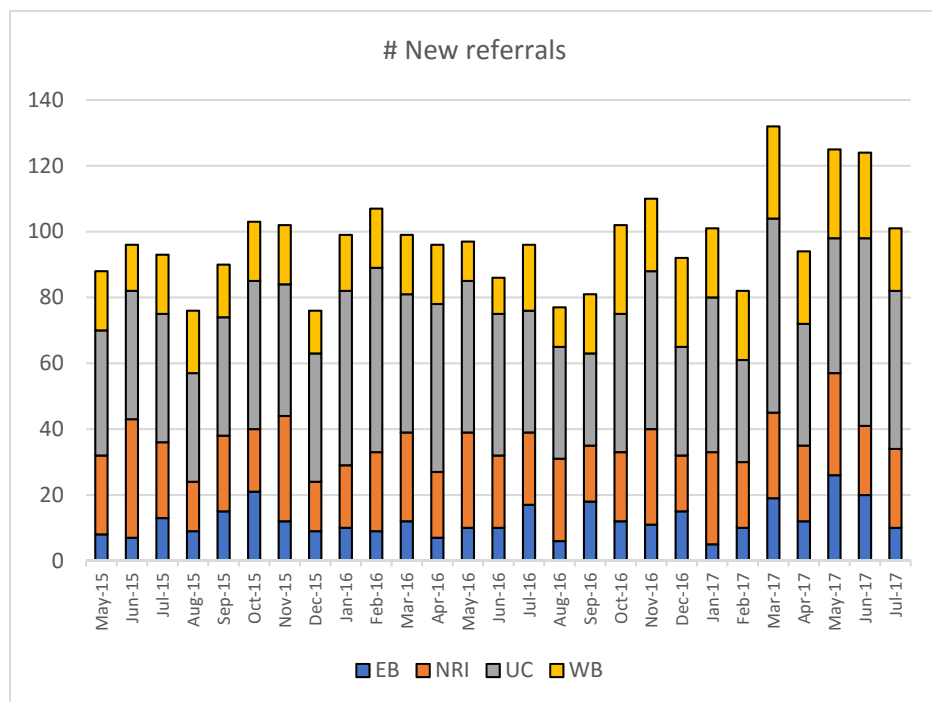
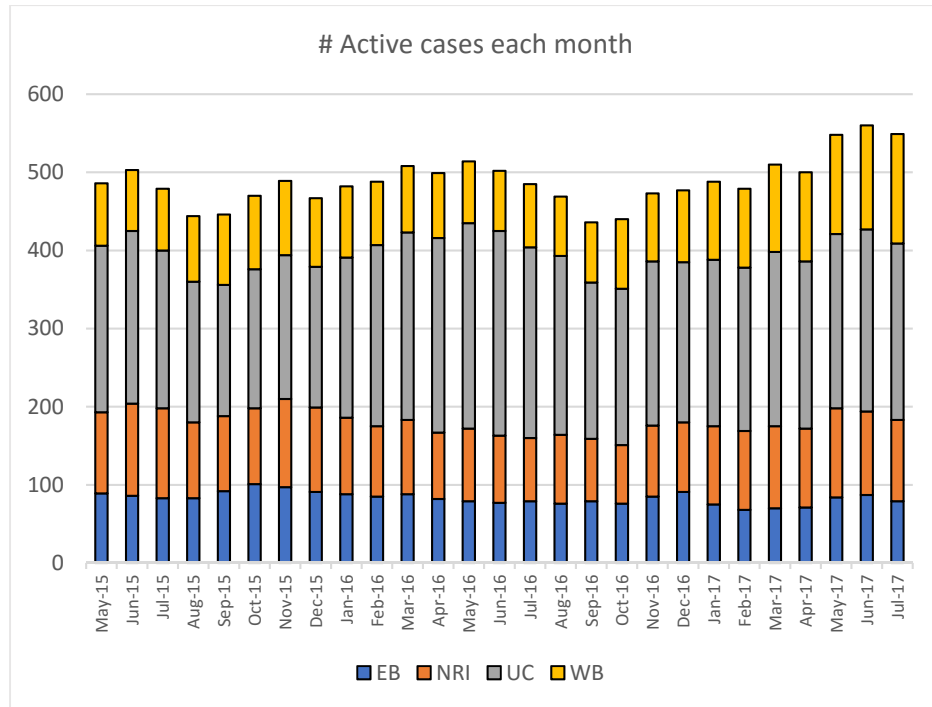
Wraparound as an intensive, individualized care planning and management process that aims to achieve positive outcomes by providing a structured, creative and individualized team planning process. Wraparound plans are holistic in that they are designed to meet the identified needs of caregivers and siblings to address a range of life areas. Through the team-based planning and implementation process, along with availability of research-based interventions that can address priority needs of youth and caregivers, wraparound aims to develop the problem-solving skills, coping skills, and self-efficacy of children and family members. There is an emphasis on integrating the youth into the community and building the family's social support network.

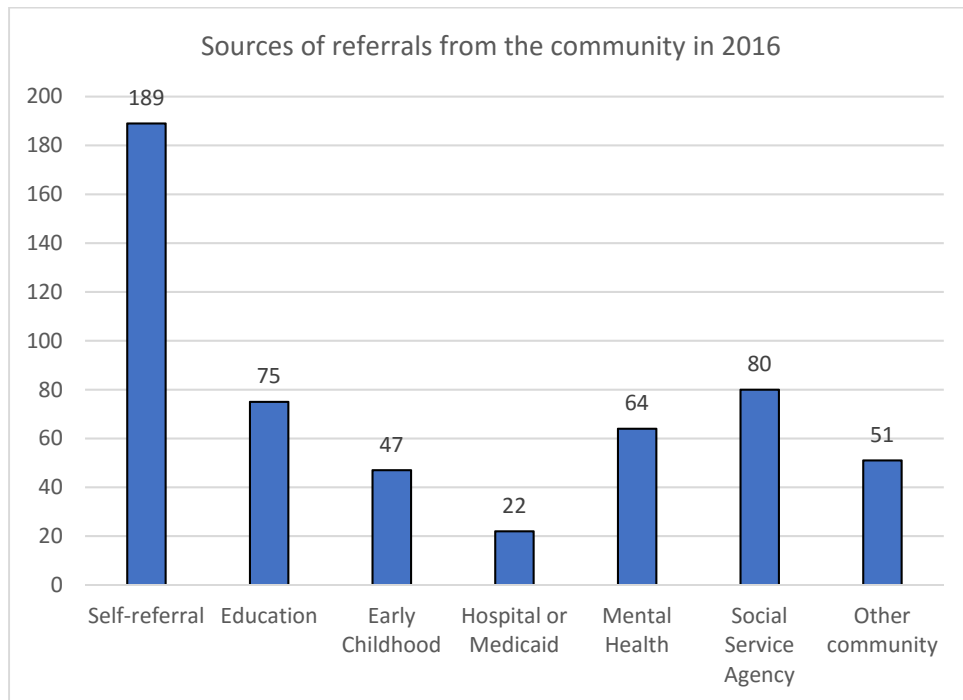
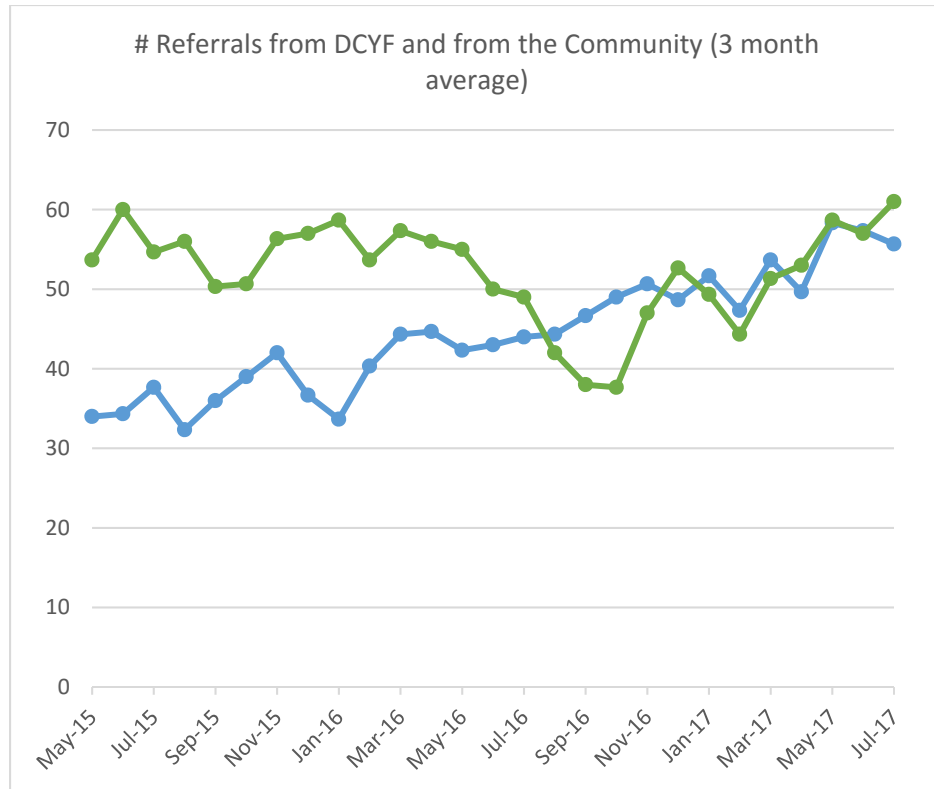
The National Wraparound Initiative notes that wraparound's philosophy of care begins from the principle of "voice and choice" which stipulates that the perspectives of the family – including the child or youth – must be given primary importance during all phases and activities of wraparound. The planning process itself, as well as the services and supports provided, should be individualized, family-driven, culturally competent, and community based. Additionally, the Wraparound process should increase the "natural support" available to a family by strengthening interpersonal relationships and utilizing and using other resources that are available in the family's network of social and community relationships. The Wraparound process should be "strengths based", including activities that purposefully help the child and family to recognize, utilize and build talents, assets and positive capacities.

Key elements of successful wraparound practice are community partnership, collaborative action, fiscal policies and sustainability, access to needed supports and services, human resource development and support, and accountability.

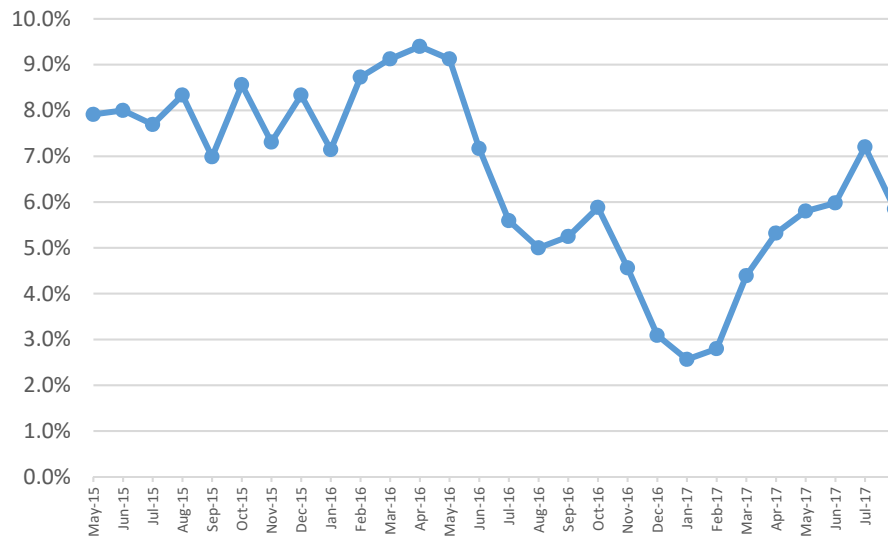
APPENDIX D: Background data on FCCP utilization and outcomes

All data is from the Rhode Island Information System (RIFIS) Quality Assurance and Census reports.

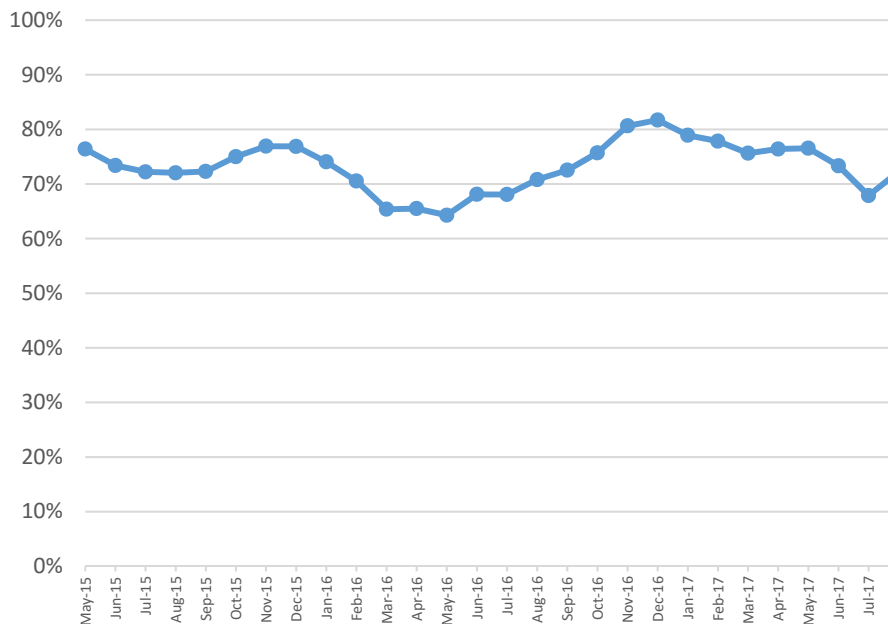


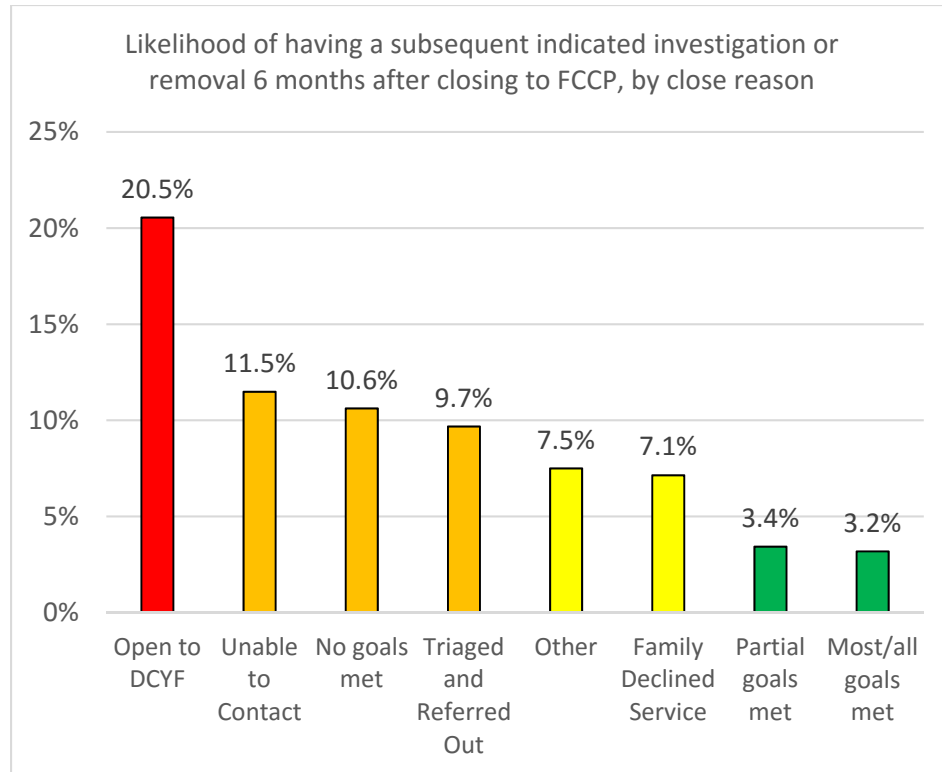


Of all cases that closed (including those that were referred and did not receive FCCP services), proportion that closed because they opened to DCYF FSU (3 month average)

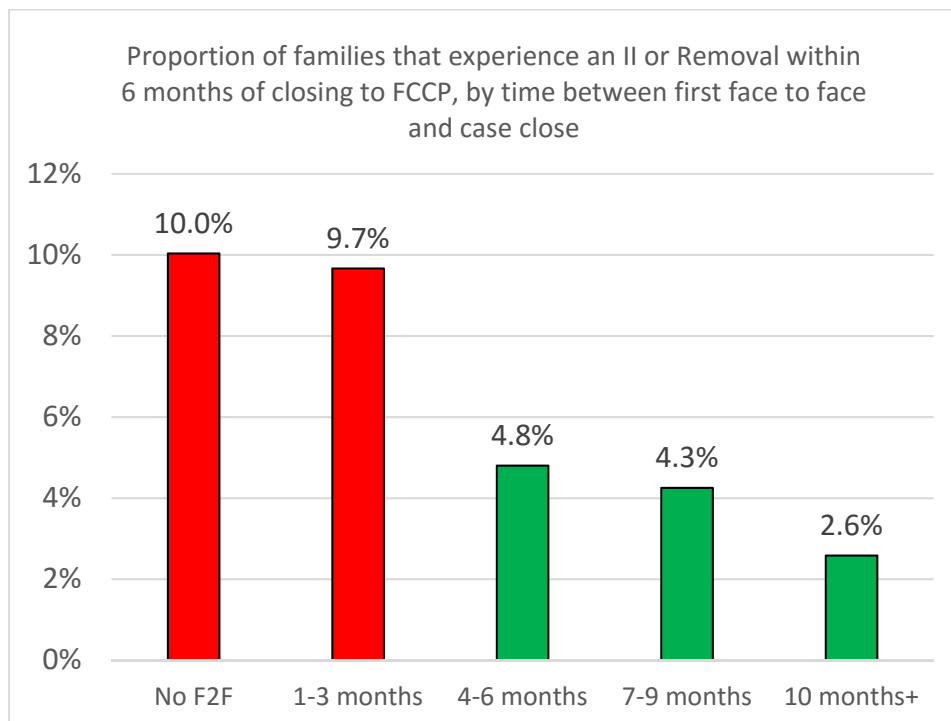


Proportion of cases that received FCCP services and closed with all, most or partial Wrap goals met (3 month average)

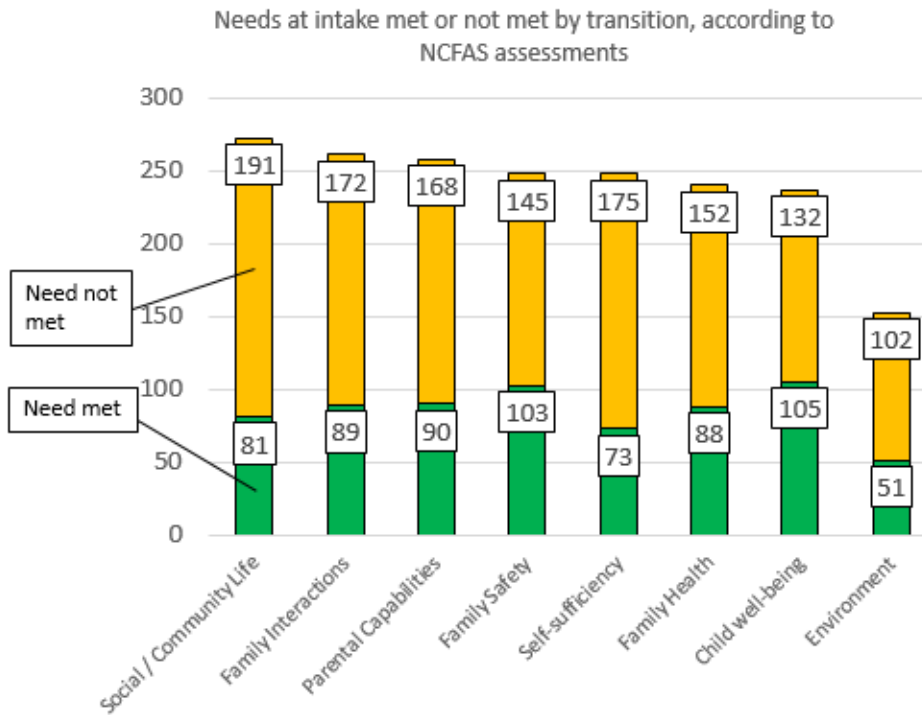




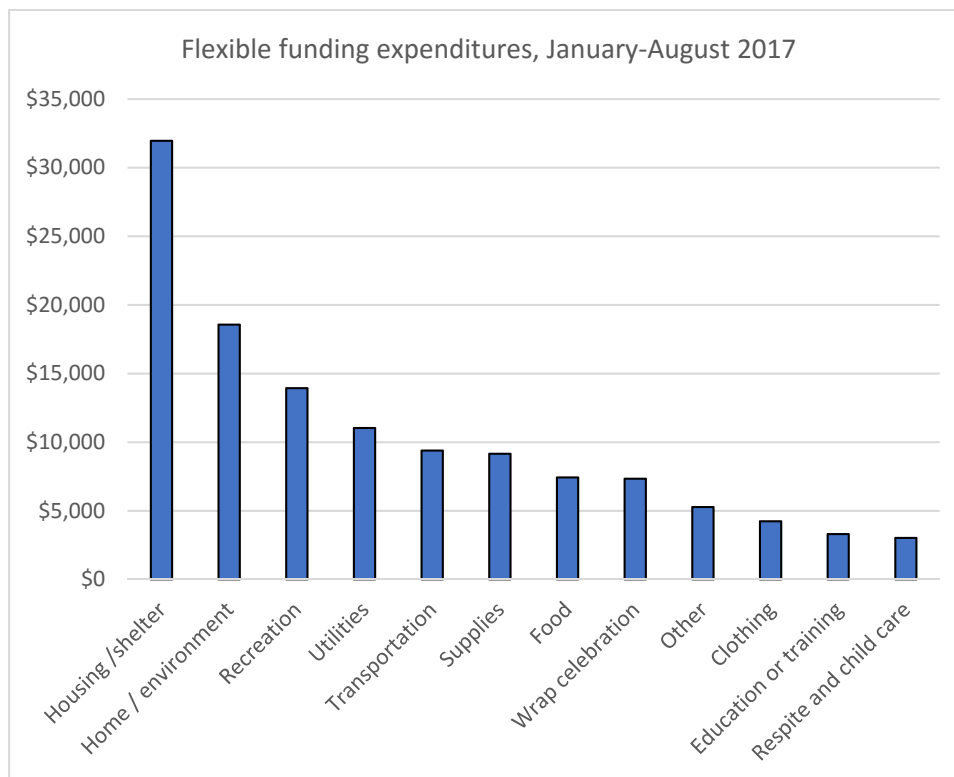
(For families referred in 2015)



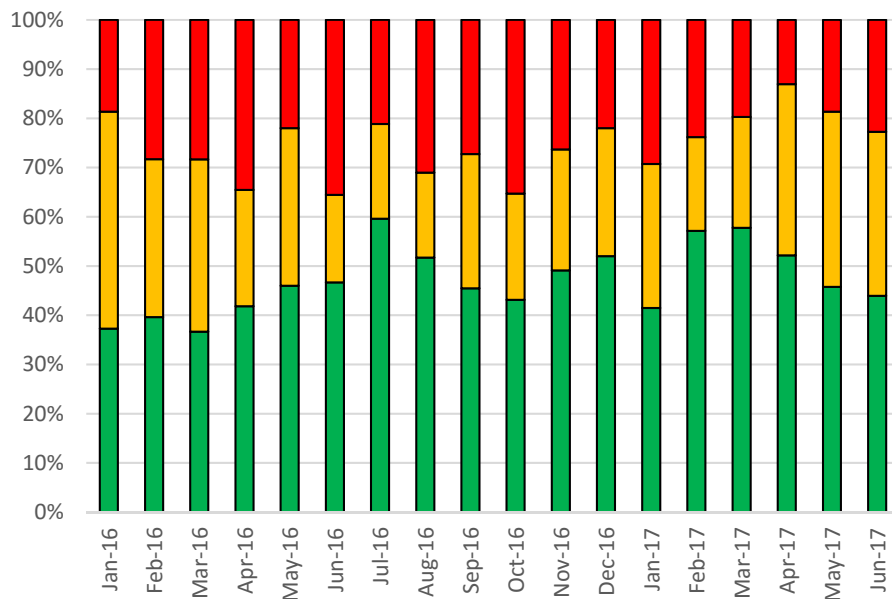
(For families referred in 2015)



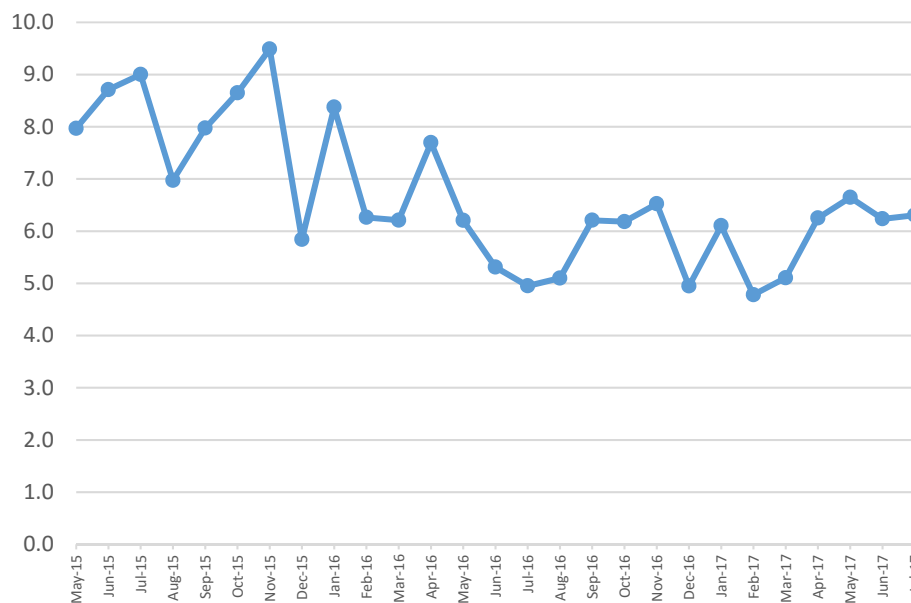
(For families referred in 2016)



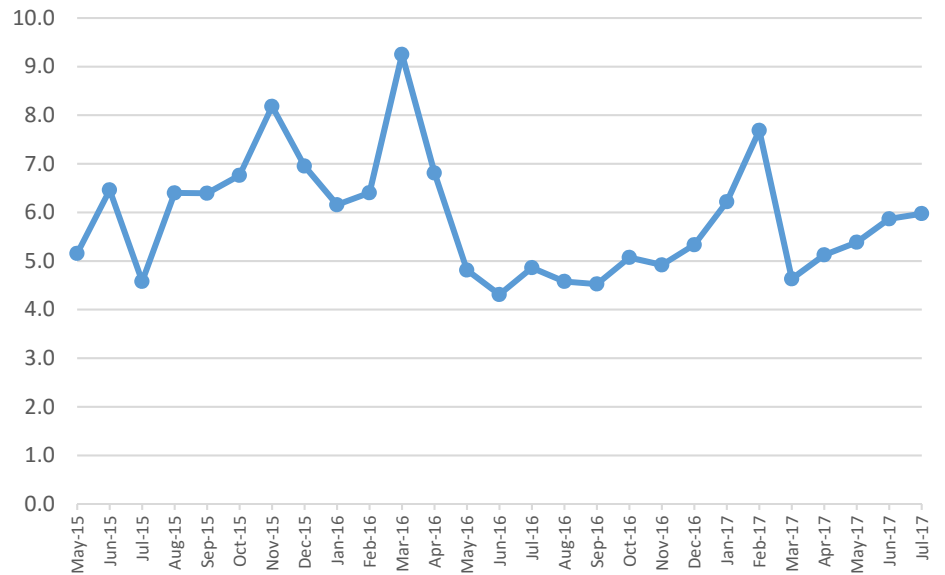
Proportion of cases referred that received a face to face contact from FCCP within 5 days (green), over 5 days (orange), or no face to face contact (red)

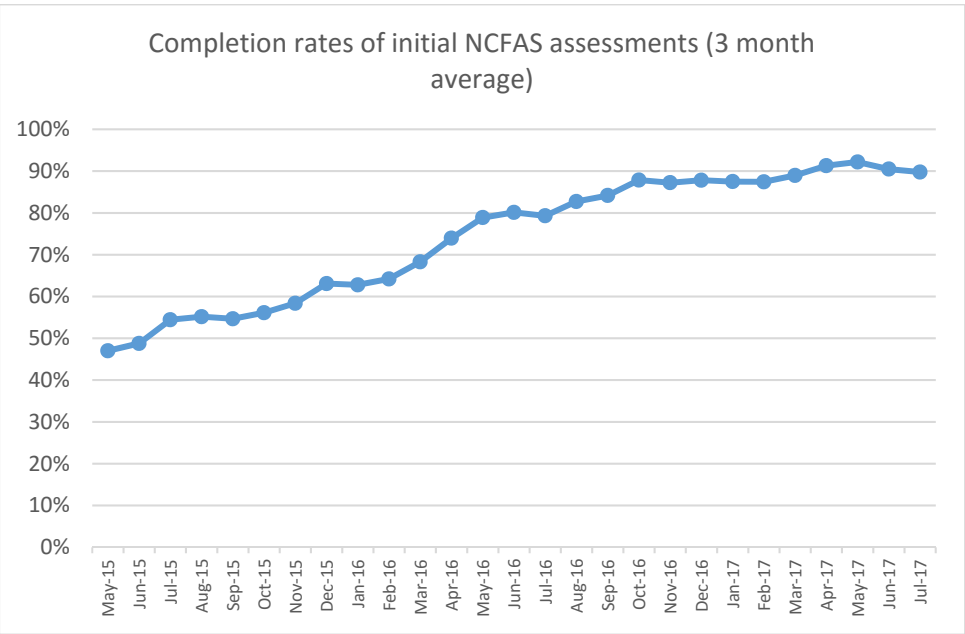
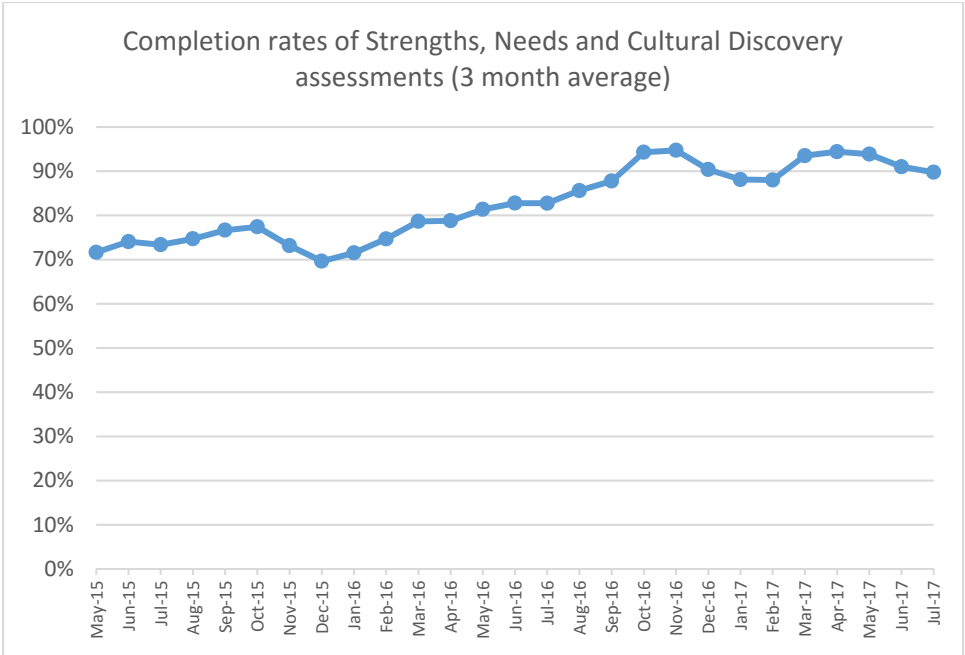


Average time from referral to first face to face contact with family amongst DCYF referrals (Business days)

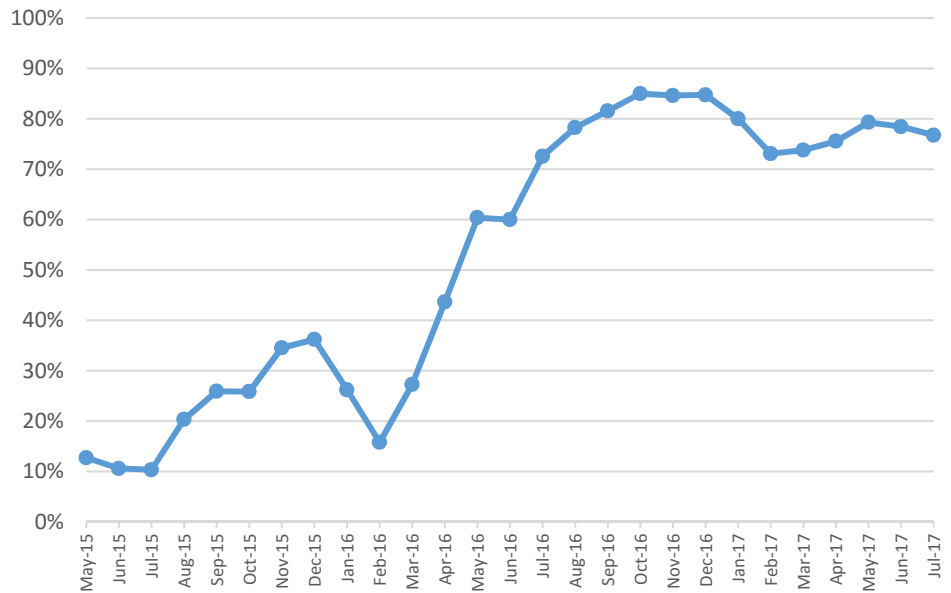


Average time from referral to first face to face contact with family amongst community referrals (Business days)

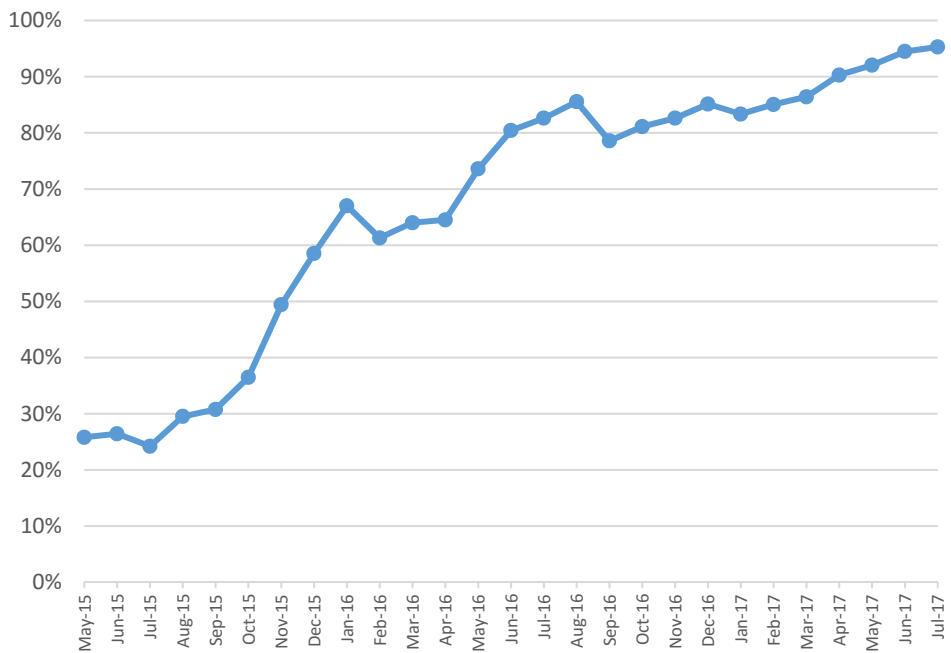




Completion rates of initial ASQ-SE assessments (3 month average)



Completion rates of initial OHIO assessments (3 month average)



APPENDIX E: Background data on children and families involved with DCYF

Successful vendors will serve children and families who are at risk of legal involvement with DCYF due to child abuse, neglect, dependency, juvenile justice involvement or psychiatric hospitalization.

More information on allegations of child maltreatment in Rhode Island is available in the Child Safety Report on the DCYF data and evaluation website. In FY16 the Department conducted 5,879 investigations following an allegation of maltreatment to the hotline, for a total of 7,521 unique children with a completed investigation and leading to 1,157 removals of children from their homes. Of all children investigated, 39.2% (2,948) experienced an indicated investigation, i.e. the allegation of maltreatment was substantiated. Successful prevention work will ensure that more children remain safe in their homes and fewer families require DCYF intervention.

Amongst the indicated investigations in FY16, the majority (54.3%) were indicated for neglect. The next most common maltreatment type was emotional abuse (36.5%), followed by physical abuse (13.5%).

Younger children are disproportionately represented amongst children with indicated maltreatment. Children age 0-5 comprise close to 50% of indicated maltreatment cases and within this figure, a large percentage were under the age of 1. Children age 6-11 constitute 31% of indicated maltreatment. White children make up 47% of indicated maltreatment cases, Hispanic 27%, Black non-Hispanic 11.5% and Multiracial or other non-Hispanic 10%. Children under age 9 and Black or African American, Multiracial and Hispanic children experiencing indicated maltreatment are over-represented compared to RI Census 2015 population estimates.

Children in certain neighborhoods are more likely to experience indicated maltreatment. Woonsocket, Central Falls, Warren, West Warwick, Pawtucket, Newport, Tiverton and Providence have the highest rates of indicated maltreatment per 1,000 children. Exeter, Little Compton, Smithfield and Barrington have the lowest rates.

In addition to investigated allegations of child maltreatment, 7,420 children received a non-investigative response following an allegation of maltreatment to the hotline, meaning the risk level was not high enough to warrant a full investigation, or the child was already open to DCYF or an existing investigation was ongoing.

In 39.6% of allegations with non-investigative responses, Child Protective Services took action. Example of action are the Child Protective Investigator responding, including making an FCCP referral, or the allegation was related to ongoing investigation, the child was open to RI DCYF and the primary caseworker responded, or a license worker responded.

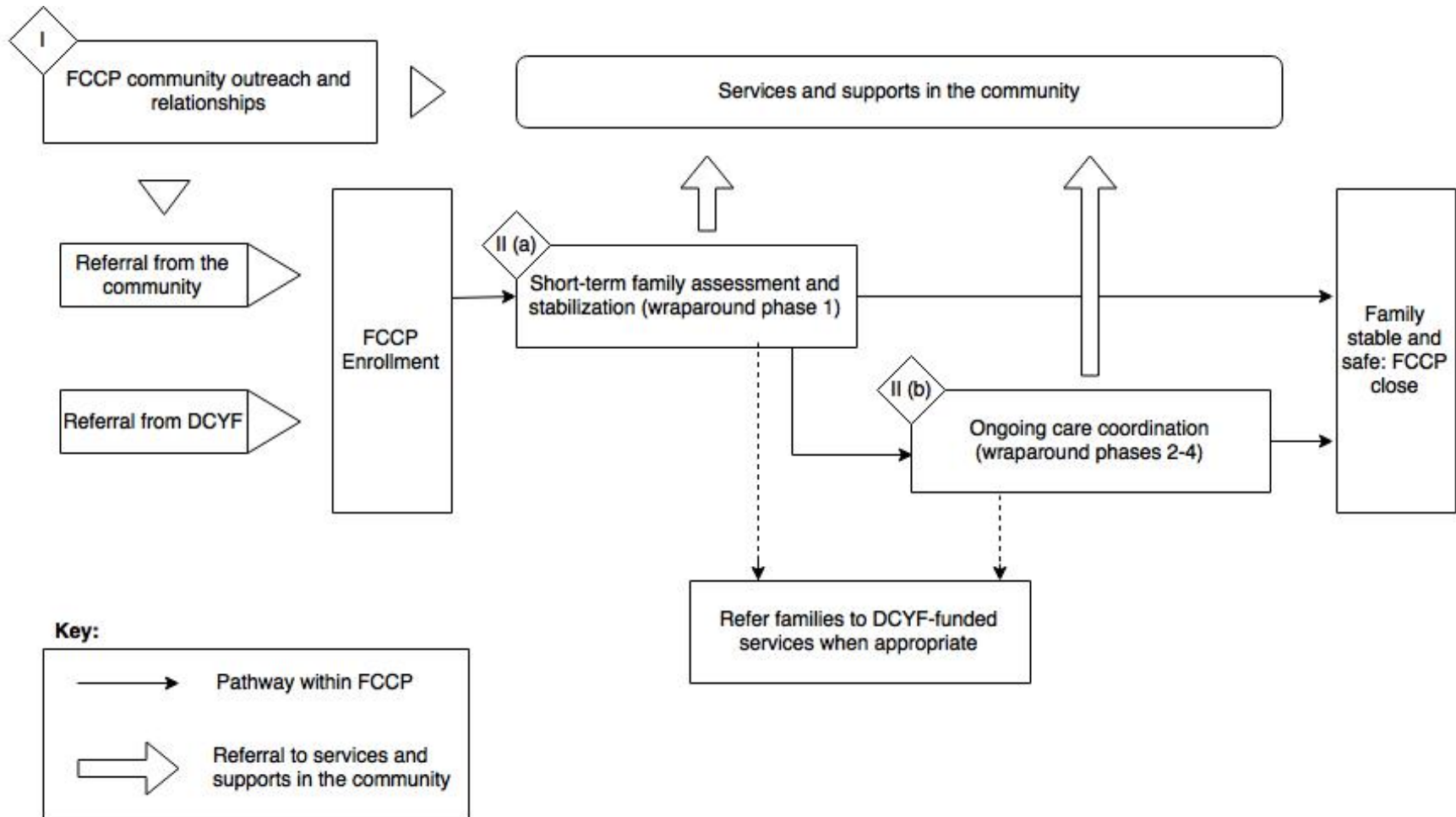
Children also become involved with DCYF due to juvenile justice involvement. In January-March 2017 the average daily population at the Rhode Island Training School (RITS) was 12 females and 63 males, and this figure has remained roughly constant throughout 2017. During 2017 the number of young people open to probation has ranged between 420 and 470.

APPENDIX F: Examples of distinct populations and associated services delivered or coordinated by FCCP

| Population | Examples of services delivered or coordinated by FCCP |
|--|--|
| Families at risk for child abuse and neglect | <ul style="list-style-type: none"> • Coordinate access to individually tailored and trauma-informed family counseling, individual counseling, parent training and support, household management training, crisis intervention, transportation, linkage with community resources (including recreation and health care), and any other social services required. • Assist families with emergency funds for food, rent utilities, clothing, furnishings of an essential nature (e.g., stove or refrigerator) and medical treatment, if necessary |
| Youth exiting the RITS or on probation | <ul style="list-style-type: none"> • Coordinate communication with probation / parole officers • Guide families in identifying and securing lawful and constructive recreational supports • Assist families in obtaining job-related training, securing employment, and managing requirements to sustain employment (e.g., completing applications, interviewing, mobility, social skills, problem solving) • Assist families in identifying and complying with restitution / community services requirements • Monitor and support family's attendance at required court appearances • Document, implement and monitor wraparound plans that include youth education, employment, probation/parole, restitution, and crisis planning |
| Children with SED in elementary school | <ul style="list-style-type: none"> • Refer the child to clinical services through the family's wraparound team • Participate in a school-based team of school professionals that is attended by the family and involved providers • Provide or arrange for technical assistance and training to schools |
| Urgent referrals by Child Protective Services | <ul style="list-style-type: none"> • Conduct twenty-four hour emergency screening • Provide immediate on-site assessment and intervention • Provide or facilitate access to family/parent aides on a twenty-four hour per day basis • Provide or facilitate access to homemaker substitute care, meal preparation and other homemaker/parenting skills for a child in his/her own home when the parent or caretaker is unable to assume those responsibilities • Provide twenty-four hour assistance and last-resort referral to emergency shelter programs for those families, that are temporarily displaced for reasons such as eviction or condemned housing • Provide or facilitate access to emergency funds and supplies for families in need of immediate assistance to avoid neglect or separation of children • Coordinate access to respite day care services and support to families under stress, including nutritional counseling, medical/dental |

| | |
|--|---|
| | <p>screening, parent education and transportation for family recreational activities</p> <ul style="list-style-type: none"> • Coordinate access to parent support groups including child care for parents who may have abused or neglected their children • Coordinate access to counseling services, including individual, couple, family and group therapy • Arrange or provide transportation as necessary to crisis, medical, therapeutic and other activities |
| Adoptive families at risk of adoption disruption or dissolution | <ul style="list-style-type: none"> • Provide trauma-informed, adoption competent care coordination • Provide referral to trauma-informed, adoption competent clinical that meet the families' needs |
| Other distinct sub-populations | |

APPENDIX G: Diagram illustrating proposed FCCP activities



APPENDIX H: Examples of community organizations with whom FCCPs shall develop relationships

1. Schools
2. Primary care and pediatric practices
3. Hospitals
4. Early childhood programs
5. Home visiting programs
6. Mental and behavioral health services
7. Homelessness shelters
8. Public Housing Authorities
9. Community Action Programs
10. Domestic violence shelters and services
11. Social service agencies
12. Religious organizations and communities
13. Law enforcement
14. Courts
15. Other

APPENDIX I: Medicaid Requirements

As a family-based intervention aimed at improving child behavioral health, the Department intends for the assessment, stabilization, and wraparound services provided by an FCCP to be Medicaid claimable. The offeror shall meet all federal and state Medicaid requirements relevant to the FCCP for all children served, regardless of Medicaid eligibility of the child. Providers shall also be prepared to develop and perform direct Medicaid billing for approved services as directed by the Department. The Department will work collaboratively with the successful offeror to define FCCP-specific Medicaid requirements once awards are made. Broadly, these requirements will include, but are not limited to, the following:

Initial Engagement, Assessment and Stabilization (not to Exceed 30-days)

- The FCCP shall complete a comprehensive assessment comprised of the Strength, Needs and Culture Discovery (SNCD), any functional assessments identified by the Department (such as the CANS, Ohio Scales, and Ages & Stages), and other necessary information. This comprehensive assessment shall be completed under the supervision of and be endorsed via signature by an independently licensed clinician; include relevant history to support a diagnostic impression; and identify impairments in daily living areas and the services or assistance needed to address these areas. The comprehensive assessment shall be completed within 30-days of initial face-to-face contact with the primary child in order for the FCCP to be paid during this period.**
- A behavioral health diagnosis for the primary child should be identified as part of the comprehensive assessment for children age 3 to 18. This diagnosis shall be made using the current International Classification of Diseases (ICD) or Diagnostic and Statistical Manual of Mental Disorders (DSM) and include all relevant diagnostic nomenclature and numerical codes. Appropriate third-party clinical reports or evaluations may serve as the source of a diagnosis as long as these reports or evaluations are current and contain complete diagnoses rendered by a behavioral health professional with the necessary experience and credentials. If an appropriate diagnosis cannot be identified for the primary child, the FCCP will not be permitted to bill the Department beyond the 30-day engagement and assessment period.**
- Progress notes/case notes identify the crisis response, stabilization, and initial wraparound engagement work performed with the family and primary child; progress note shall be present for all dates of service and signed by the person providing the service. All contact with caregivers and children and collateral contacts with community members, state and community agencies shall be documented in the approved DCYF System and signed by the person providing the service.**

- A functional assessment and the Crisis Plan which is part of the wraparound process will be completed for the primary child and reviewed on a regular basis at family team meeting and at time of wraparound planning. This is required for wraparound but not part of the Medicaid documentation.

Ongoing Care Coordination

- An initial wraparound plan must be completed within 30-days of the first face-to-face contact with the primary child in order for wraparound to continue with the family past the initial 30-day engagement, assessment and stabilization phase. The initial wraparound plan shall demonstrate active participation of and be signed by the parent or caregiver and primary child (if developmentally appropriate) and the FSCC completing the plan. The initial wraparound plan and all ongoing plans shall be completed under the supervision of and be endorsed via signature by an independently licensed clinician and identify goals for the family and primary child and details of specific steps to be taken to improve family functioning and child behavioral health through a wraparound process. The family and family team member who have a role in the plan receive a copy of the plan.
- A subsequent review and update of the wraparound plan shall be completed every 90-days following the completion of the initial plan (date of signature of the licensed clinician). This subsequent revision shall meet all of the requirements of the initial plan and, additionally, include information on progress toward goal attainment, barriers to progress and revisions based upon developments with the primary child and family.
- Progress notes shall document the work done with the family and primary child relating to the goals, objectives and action steps documented in the wraparound plan. Progress notes are signed by the person performing the service and reflect the progress, barriers and identify the wraparound work performed with the primary child and family for all dates of service. At a minimum, bi-weekly contact with caregivers and children and collateral contacts must be documented; however, the department expects more frequent contact depending on family needs and circumstances.

The Department intends to establish units of service, such as bi-weekly or monthly units, for the purpose of substantiating service delivery and billing for wraparound.

Concurrently, the Department will work with providers to establish direct claims submission by providers into the State's Medicaid Management Information System (MMIS).

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. 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.

APPENDIX J: FCCP Logic Model

| Logic Model | | | | |
|--|--|---|--|---|
| Overarching Goal: Prevent legal involvement with DCYF | | | | |
| Target Population | Activities | Deliverables/Outputs | Outcomes [related activities] | Data Sources |
| Children and families at risk of legal involvement with DCYF due to child abuse or neglect, dependency, juvenile justice involvement, or psychiatric hospitalization | <u>Community outreach and engagement:</u> Develop relationships with community organizations and individuals, colocation, build systems for identifying and referring families to FCCP, educate community about services available through FCCP and elsewhere, conduct public awareness campaigns re. child abuse prevention and child mental health <u>Initial family engagement and crisis stabilization:</u> Contact families, use best practices re. family engagement and motivation, identify and respond to crises, including basic needs and safety factors identified by DCYF <u>Assessment and referral to DCYF services:</u> Use assessment specified by DCYF to assess families, refer families to DCYF-funded services if appropriate, facilitate warm hand-off with services. <u>Care planning and coordination:</u> Convene wraparound care planning team to plan supports and strategies that will meet the families' needs. Make referrals to network of community providers and supports, use flex funds where appropriate, track progress, troubleshoot impediments. | Community understands goals and services provided by FCCP Community understands children and families suitable for FCCP services FCCP understands services and supports available in the community Up to date directory of local services that is readily accessible to families, service coordinators and DCYF Families agree to FCCP services Repeated successful face to face contact with families Written safety and crisis plan Completed assessments Completed referral forms Meeting with family, FSCC and referred service provider Functioning care planning team with clear membership Up to date written care plan Referrals to services Efficient flex fund expenditure | Early identification of at-risk children and families Appropriate referrals to FCCP from the community with sufficient relevant information to make contact and start work with family Appropriate community services are available so children and families can be referred to services that meet their needs Increased family functioning and child behavioral health Reduced family safety and risk factors Reduced child abuse, neglect, dependency, juvenile justice involvement and psychiatric hospitalization -> reduced family legal involvement with DCYF | RIFIS: Referral sources, risk factors, successful contact following referral RIFIS: records of family needs, referrals and outcomes RIFIS: assessment records, close reasons RICHIST: families opening to DCYF |
| Resources/Inputs | | | | |
| Family and family's natural supports FCCP staff (FSCCs, FSPs, supervisors, community outreach, housing navigator) Family Advocate (domestic violence) Community service providers Community organizations Flex Funds Family and Community Advisory Boards DCYF & DCYF-funded services | | | | |

APPENDIX K: Selected Statutes

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

Juvenile Justice and Delinquency Prevention (JJDP) Act (Pub. L. No. 93-415, 42 U.S.C 5601 et seq) Reauthorized by the 21st Century Department of Justice Appropriations Authorization Act, Pub. L. No. 107-273, 116 Stat. 1758)

Prison Rape Elimination Act of 2003

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 L: Budgets

| | | | |
|--|----------------------|--|--|
| <u>EAST BAY FCCP</u> | | | |
| Per Diem Rate, Assessment Period, Phase 1 (First 30 Days) | | | |
| DCYF Approved Per Diem Rate | \$ 46.32 | | |
| Estimated Point in Time Census | 45 | | |
| Per Diem Rate, Wraparound Services, Phase 2 (Next 150 Days) | | | |
| DCYF Approved Per Diem Rate | \$ 36.57 | | |
| Estimated Point in Time Census | 45 | | |
| Estimated Subtotal of Per Diem | \$ 632,691.00 | | |
| Flex Funding | | | |
| DCYF Allocation | \$ 15,840.63 | | |
| Prevention Funding | | | |
| DCYF Allocation | \$ 12,000.00 | | |
| Community Outreach | | | |
| DCYF Allocation | \$ 5,257.20 | | |
| Housing Navigator | | | |
| DCYF Allocation | \$ 21,028.80 | | |
| Total Annual East Bay FCCP Budget | \$ 686,817.63 | | |

| | | | |
|--|------------------------|--|--|
| <u>NORTHERN RI FCCP</u> | | | |
| Per Diem Rate, Assessment Period, Phase 1 (First 30 Days) | | | |
| DCYF Approved Per Diem Rate | \$ 46.32 | | |
| Estimated Point in Time Census | 91 | | |
| Per Diem Rate, Wraparound Services, Phase 2 (Next 150 Days) | | | |
| DCYF Approved Per Diem Rate | \$ 36.57 | | |
| Estimated Point in Time Census | 91 | | |
| Estimated Subtotal of Per Diem | \$ 1,279,441.80 | | |
| Flex Funding | | | |
| DCYF Allocation | \$ 32,154.12 | | |
| Prevention Funding | | | |
| DCYF Allocation | \$ 12,000.00 | | |
| Community Outreach | | | |
| DCYF Allocation | \$ 10,514.40 | | |
| Housing Navigator | | | |
| DCYF Allocation | \$ 21,028.80 | | |
| Total Annual Northern RI FCCP Budget | \$ 1,355,139.12 | | |

| |
|------------------------------------|
| <u>WEST URBAN CORE FCCP</u> |
|------------------------------------|

| | | | |
|--|------------------------|--|--|
| Per Diem Rate, Assessment Period, Phase 1 (First 30 Days) | | | |
| DCYF Approved Per Diem Rate | \$ 46.32 | | |
| Estimated Point in Time Census | 111 | | |
| Per Diem Rate, Wraparound Services, Phase 2 (Next 150 Days) | | | |
| DCYF Approved Per Diem Rate | \$ 36.57 | | |
| Estimated Point in Time Census | 111 | | |
| Estimated Subtotal of Per Diem | \$ 1,560,637.80 | | |
| Flex Funding | | | |
| DCYF Allocation | \$ 26,007.01 | | |
| Prevention Funding | | | |
| DCYF Allocation | \$ 12,000.00 | | |
| Community Outreach | | | |
| DCYF Allocation | \$ 21,028.80 | | |
| Housing Navigator | | | |
| DCYF Allocation | \$ 21,028.80 | | |
| Total Annual WUC FCCP Budget | \$ 1,640,702.41 | | |

| | | | |
|--|----------------------|--|--|
| <u>EAST URBAN CORE FCCP</u> | | | |
| Per Diem Rate, Assessment Period, Phase 1 (First 30 Days) | | | |
| DCYF Approved Per Diem Rate | \$ 46.32 | | |
| Estimated Point in Time Census | 61 | | |
| Per Diem Rate, Wraparound Services, Phase 2 (Next 150 Days) | | | |
| DCYF Approved Per Diem Rate | \$ 36.57 | | |
| Estimated Point in Time Census | 61 | | |
| Estimated Subtotal of Per Diem | \$ 857,647.80 | | |
| Flex Funding | | | |
| DCYF Allocation | \$ 21,751.31 | | |
| Prevention Funding | | | |
| DCYF Allocation | \$ 12,000.00 | | |
| Community Outreach | | | |
| DCYF Allocation | \$ 10,514.40 | | |
| Housing Navigator | | | |
| DCYF Allocation | \$ 21,028.80 | | |
| Total Annual EUC FCCP Budget | \$ 922,942.31 | | |

| | |
|--|--|
| <u>WASHINGTON KENT FCCP</u> | |
| Per Diem Rate, Assessment Period, Phase 1 (First 30 Days) | |

| | | | |
|--|------------------------|--|--|
| DCYF Approved Per Diem Rate | \$ 46.32 | | |
| Estimated Point in Time Census | 73 | | |
| Per Diem Rate, Wraparound Services, Phase 2 (Next 150 Days) | | | |
| DCYF Approved Per Diem Rate | \$ 36.57 | | |
| Estimated Point in Time Census | 73 | | |
| Estimated Subtotal of Per Diem | \$ 1,026,365.40 | | |
| Flex Funding | | | |
| DCYF Allocation | \$ 26,007.01 | | |
| Prevention Funding | | | |
| DCYF Allocation | \$ 12,000.00 | | |
| Community Outreach | | | |
| DCYF Allocation | \$ 10,514.40 | | |
| Housing Navigator | | | |
| DCYF Allocation | \$ 21,028.80 | | |
| Total Annual WK FCCP Budget | \$ 1,095,915.61 | | |

APPENDIX M: Template Agreement Between the State of Rhode Island Department of Children, Youth and Families and Contractor

Agreement Number:

AGREEMENT

Between the

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES

and

[insert name of Contractor]

Name of Contractor: **Name of Contractor**

Title of Agreement: **ABC Agreement**

Basis for Contract: **(Ex RFP #)**

Contract Award: **\$000,000**

Performance Period: **July 1, 2017 to June 30, 2020 (EXAMPLE)**

A G R E E M E N T

This agreement, hereinafter "Agreement", including attached ADDENDA, is hereby entered into this (DATE PRESENTED) day of _____ 201#, 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 for the period of time listed in this Agreement, Exhibit(s) and/or Addenda that are attached hereto and are incorporated by reference herein, in a satisfactory manner to be determined at the sole and absolute discretion of the Department, and in accordance with requirements of this Agreement. The Contractor shall perform in accordance with applicable State statutory and policy requirements as well as Federal statutory and policy requirements (as defined in 2 CFR §200.300). More specifically, the **ADDENDUM I - SCOPE OF WORK** shall include performance measurement(s) 2 CFR §200.301, monitoring and reporting program performance 2 CFR §200.328, and performance must be in accordance with requirements for pass-through entities 2 CFR § 200.331. The Department shall have the right at any time, to review the work being performed as well as the place where such work is performed; and to that end, the Department shall be given reasonable access to all activities related to this Agreement.

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

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

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

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

PAR. 3. TIME OF PERFORMANCE

The Contractor shall commence performance of this Agreement on the ____ day of _____ 20##, and shall complete performance no later than the ____ day of _____ 20## (hereinafter the “Initial Term”), unless terminated prior to that day by other provisions of this Agreement. *If this contract was awarded as a result of an RFP or bid process, then, by mutual agreement, this contract may be extended as stated in the RFP or bid process (hereinafter “Renewal Term(s)”) beyond the Initial Term upon one hundred twenty (120) days prior written notice of the expiration of the Initial Term or any Renewal Term to the Contractor.*

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

PAR. 4. PROJECT OFFICER – DEPARTMENT

The Department shall appoint a Contract Officer to manage this Agreement. The Contractor agrees to maintain close and continuing communication with the Contract Officer throughout the performance of work and services undertaken under the terms of this Agreement. The Contract Officer is responsible for

authorizing, or seeking authorization of all payments made by the Department to the Contractor under this Agreement.

PAR. 5. PROJECT OFFICER – CONTRACTOR

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

PAR. 6. BUDGET

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

PAR. 7. METHOD OF PAYMENT AND REPORTS

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

PAR. 8. TERMINATION AND/OR DEFAULT OF AGREEMENT

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

a) Mutual Agreement

The contracting parties mutually agree in writing to termination.

b) Default by Contractor

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

1. Materially fails to perform the services within the time specified or any extension thereof; or

2. So fails to make progress as to materially endanger performance of the Agreement in accordance with its terms; or
3. Materially breaches any provision of this Agreement.

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

c) Termination in the Interest of the Department

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

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, and including 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 is not limited to the total fees paid by the Department to the Contractor 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, severance pay, 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.

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. Neither party shall be liable for any amounts for loss of income, profit or savings or incidental, consequential, indirect, exemplary, severance pay, punitive, or special damages of any party, including third parties arising out of or related to this Agreement.

PAR. 11. SUBCONTRACTS

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

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

The positions named by the Contractor and detailed in **ADDENDUM XVII – CORE STAFF POSITIONS**, which is incorporated by reference herein, will be considered core project staff positions for this project. The Contractor will not alter

the core project team or use an independent contractor, company or subcontractor to meet required deliverables without the prior written consent of the Department's project officer or other appointed designee(s) for which consent shall not be unreasonably withheld. Failure to comply with the provisions of this Paragraph could result in denial of reimbursement for such non-approved sub-contracts.

PAR. 12. CONTRACTOR'S LIABILITY/INDEMNIFICATION

The Contractor shall indemnify, defend 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, defend 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 EOHHS, 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 EOHHS is considered confidential by the Department. For further requirements regarding confidentiality of information please refer to Paragraph 23 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.

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, including laws, regulations and requirements related to services performed outside the United States by Contractor or its subcontractors. 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 Contractor's internal cost data as they relate to fixed price portion of the contract.

PAR. 21. CAPITAL ASSETS

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

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

PAR. 22. COMPETITIVE BIDS

With the exception of services or products obtained for use in a leveraged environment, the Contractor agrees competitive bidding will be utilized for all purchases in direct and exclusive support of the Department which are made under this Agreement in excess of five hundred dollars (\$500) or an aggregate of one thousand dollars (\$1,000) for any like items during the time of performance of this Agreement. Evidence of competitive bids must be retained in accordance with **PAR. 20. - ACCESSIBILITY AND RETENTION OF RECORDS.**

PAR. 23. SECURITY AND CONFIDENTIALITY

The Contractor shall take security measures to protect against the improper use, loss, access of and disclosure of any confidential information it may receive or have access to under this Agreement as required by this Agreement, the RFP and proposal, or which becomes available to the Contractor in carrying out this Agreement and the RFP and the proposal, and agrees to comply with the requirements of the Department for safeguarding of client and such aforementioned information. Confidential information includes, but is not limited to: names, dates of birth, home and/or business addresses, social security numbers, protected health information, financial and/or salary information, employment information, statistical, personal, technical and other data and information relating to the State of Rhode Island data, and other such data protected by Department/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 as not public in R.I. Gen. Laws 38-2-2-(4) (A)-(AA) entitled "Access to Public Records").

In accordance with this Agreement and all Addenda thereto, the Contractor will additionally receive, have access to, or be exposed to certain documents, records, that are confidential, privileged or otherwise protected from disclosure, including, but not limited to: personal information; Personally Identifiable Information (PII), Sensitive Information (SI), and other information (including electronically stored information), records sufficient to identify an applicant for or recipient of government benefits; preliminary draft, notes, impressions, memoranda, working papers and work product of state employees; as well as any other records, reports, opinions, information, and statements required to be kept confidential by state or federal law or regulation, or rule of court ("State Confidential Information"). State Confidential Information also includes PII and SI as it pertains to any public assistance recipients as well as retailers within the SNAP Program and Providers within any of the State Public Assistance programs.

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

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

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

The Contractor shall notify the Department and the Department's designated security officer 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 within one (1) hour and in no case later than forty-eight (48) hours of the breach and/or Security Incident. The Contractor shall, within forty-eight (48) hours, notify the Department and 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 breach, suspected breach or a security incident, the Department and Contractor will meet to jointly develop an incident investigation and remediation plan. Depending on the nature and severity of the confirmed breach, the plan may include the use of an independent third-party security firm to perform an objective security audit in accordance with recognized cyber security industry commercially reasonable practices. The parties will consider the scope, severity and impact of the security incident to determine the scope and duration of the third party audit. If the parties cannot agree on either the need for or the scope of such audit, then the matter shall be escalated to senior officials of each organization for resolution. The Contractor will pay the costs of all such audits. Depending on the nature and scope of the security incident, remedies may include, among other things, information to individuals on obtaining credit reports and notification to applicable credit card companies, notification to the local office of the Secret Service, and or affected users and other applicable parties, utilization of a call center and the offering of credit monitoring services on a selected basis.

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

Failure to abide by the Department's confidentiality policy or the required signed **Business Associate Agreement (BAA)** will result in termination remedies, including but not limited to, termination of this Agreement. A **Business Associate**

Agreement (BAA) shall be signed by the Contractor, simultaneously or as soon thereafter as possible, from the signing of this Agreement, as required by the Department.

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

PAR. 24. AUDIT

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

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

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 Secretary 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 sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this paragraph, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

PAR. 35. GOVERNING LAW

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

PAR. 36. WAIVER AND ESTOPPEL

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

PAR. 37. INSURANCE

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

PAR. 38. WORK REVIEWS

The Contractor agrees that all work performed under this Agreement may be reviewed by the Rhode Island Department of 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, email 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. The Parties agree to update any changes to the designated notice recipients, in writing pursuant to the terms outlined in **PARAGRAPH 40.**

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

SIGNATURE

NAME

TITLE

DATE

CONTRACTOR:

AGENCY

SIGNATURE

NAME

TITLE

DATE

ADDENDA

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

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

ADDENDUM XVII -

CORE STAFF POSITIONS

ADDENDUM XVIII -

FEDERAL SUBAWARD REPORTING

ADDENDUM XIX -

BUSINESS ASSOCIATE AGREEMENT

SAMPLE

ADDENDUM I

**REQUEST FOR PROPOSAL /
SCOPE OF WORK**

SAMPLE

ADDENDUM II

BUDGET

SAMPLE

ADDENDUM III
PAYMENTS AND REPORTS
SCHEDULE

SAMPLE

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 (EOHHS) are subject to the provisions of Title VI of the Civil Rights Act of 1964 and the implementing regulations of the United States Department of Health And Human Services (DHHS), which is located at 45 CFR, Part 80, collectively referred to hereinafter as Title VI. EOHHS 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.

EOHHS reserves its right to at any time review Contractors to assure that they are complying with these requirements. Further, EOHHS 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 EOHHS 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 EOHHS 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 EOHHS, full and complete information on Title VI compliance by the Contractor and/or any Sub-Contractor or Vendor of the Contractor.

It is the responsibility of each Contractor to acquaint itself with all of the provisions of the Title VI regulations. A copy of the regulations is available upon request from the community relations liaison officer, **Department of Children, Youth and Families**, 57 Howard Avenue, Cranston, RI 02920; telephone number: (401) 462-5274.

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 (EOHHS)** 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. EOHHS 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 EOHHS 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 EOHHS 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 EOHHS, 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**, 57 Howard Avenue, Cranston, RI 02920; telephone number (401) 462-5274. 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)

SAMPLE

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

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

PAR. 18. FEDERAL FUNDING PROVISIONS

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 the Department, 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.

SAMPLE

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

SAMPLE

ADDENDUM XVII
CORE STAFF POSITIONS

Department's Project Officer:

Department's Financial Officer:

Contractor's Project Officer:

Contractor's Financial Officer:

SAMPLE

ADDENDUM XVIII

FEDERAL SUBAWARD REPORTING FFATA FORM

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

Directions:

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

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

IMPORTANT ITEMS TO NOTE ABOUT NEW REQUIREMENT

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

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

Rhode Island Office of Management & Budget

Sub-Award Reporting Worksheet

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 | |

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-Award Principal Place of Performance (where work performed) | |
| Sub-Awardee Address (as registered in DUNS) | | Number and Street | |
| Number and Street | | City | |
| City | | State | |
| State | | ZIP+4 | |
| ZIP+4 | | + | |

| Executive Compensation [†] (to be completed by sub-awardee) | | |
|--|-----|----|
| In preceding fiscal year, did federal funds from all sources make up more than 80% of agency budget? If no, stop. Do not report executive compensation. Proceed to Sub-Awardee Certification. | Yes | No |
| In preceding fiscal year, did your agency receive more than \$25 million in federal funds? If no, stop. Do not report executive compensation. Proceed to Sub-Awardee Certification. | Yes | No |
| Is information about the compensation of the senior executives in the sub-recipient's organization (including parent organization, all branches, and all affiliates worldwide) publicly available? If no, report executive compensation for five highest paid officials below. | Yes | No |

| | |
|---------------|---------------------|
| Official Name | Compensation Amount |
| Official Name | Compensation Amount |
| Official Name | Compensation Amount |
| Official Name | Compensation Amount |
| Official Name | Compensation Amount |

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

Sub-Awardee Certification

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

Signature

Title of Signatory

Date

| Section 3: Sub-Award Information (for state agency administrative purposes only) | | | |
|--|--|--------------------|--|
| Sub-Award Number | | Sub-Award Date | |
| | | FFATA Report Month | |

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

Appendix E - Template Business Associates Agreement Between the State of Rhode Island, Department of Children, Youth and Families and the Contractor

APPENDIX

BUSINESS ASSOCIATE AGREEMENT ADDENDUM

Except as otherwise provided in this Business Associate Agreement Addendum, (INSERT AGENCY OR VENDOR NAME), (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, 134.402, 164.410, 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 [Insert Name of Business Associate].

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 [Insert Name of Covered Entity].

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 by telephone call plus e-mail, web form, or fax the discovery of 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 one (1) hour and in no case later than forty-eight (48) hours of the breach and/or Security 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 by telephone call plus e-mail, web form, or fax upon the discovery of any breach of within one (1) hour and in no case later than forty-eight (48) hours after discovery of the breach and/or Security Incident. 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 written notification of the conditions that make return or destruction infeasible. Such written notice must be provided to the Covered Entity no later than sixty (60) days prior to the expiration of this Agreement. 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. This provision regarding written notification shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.

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.

SIGNATURES ON NEXT PAGE

Acknowledged and agreed to by:

STATE OF RHODE ISLAND: INSERT AGENCY NAME:

DIRECTOR

AUTHORIZED AGENT

TITLE: _____

Printed Name

Printed Name

Date

Date

SAMPLE