RFP# 7551658

TITLE: Comprehensive Medical and Mental Health Services for the RI Training School

Submission Deadline: June 13, 2017 at 10:00 AM (Eastern Time)

PRE-BID/ PROPOSAL CONFERENCE: NO

Questions concerning this solicitation must be received by the Division of Purchases at david.francis@purchasing.ri.gov no later than May 25, 2017 at 10:00 AM (ET). Questions should be submitted in a Microsoft Word attachment. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: NO

BOND REQUIRED: NO

David J. Francis
Interdepartmental Project Manager

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

Note to Applicants:

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

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM
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SECTION 1 - INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Department of Children, Youth, and Families is soliciting responses from qualified entities to meet the State’s needs by providing a comprehensive array of services for medical/dental, behavioral health and correctional rehabilitative services for youth at the Rhode Island Training School.

This is a Request for Proposal, not an Invitation for Bid: responses will be evaluated on the basis of the relative merits of the proposal, in addition to price; there will be no public opening and reading of responses received by the Office of Purchases pursuant to this Request, other than to name those offerors who have submitted proposals.

TERM of CONTRACT

The term of this contract shall be for three years with two options to renew for one year terms.

The initial contract period will begin July 1, 2017 for three years. Contracts may be renewed for up to two additional 12-month periods based on vendor performance and the availability of funds.

INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.

3. All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content shall be borne by the vendor. The State assumes no responsibility for these costs.

4. Proposals are considered to be irrevocable for a period of not less than 120 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.

5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.

6. Proposals misdirected to other state locations, or which are otherwise not present in the Division at the time of opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division.
7. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered. Subcontracts are permitted, provided that their use is clearly indicated in the vendor’s proposal and the subcontractor(s) to be used is identified in the proposal.

8. All proposals should include the vendor’s FEIN or Social Security number as evidenced by a W9, downloadable from the Division’s website at www.purchasing.ri.gov.

9. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.

10. Vendors are advised that all materials submitted to the State for consideration in response to this RFP will be considered to be Public Records as defined in Title 38, Chapter 2 of the General Laws of Rhode Island, without exception, and will be released for inspection immediately upon request once an award has been made.

11. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.

12. Equal Employment Opportunity (G.L. 1956 § 28-5.1-1, et seq.) – § 28-5.1-1 Declaration of policy – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies to all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation.

13. In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the successful vendor(s).

14. The vendor should be aware of the State’s Minority Business Enterprise (MBE) requirements, which address the State’s goal of ten percent (10%) participation by MBE’s in all State procurements. For further information visit the website www.mbe.ri.gov

15. Under HIPAA, a “business associate” is a person or entity, other than a member of the workforce of a HIPAA covered entity, who performs functions or activities on behalf of, or provides certain services to, a HIPAA covered entity that involves access by the business associate to HIPAA protected health information. A “business associate” also is a subcontractor that creates, receives, maintains, or transmits HIPAA protected health information on behalf of another business associate. The HIPAA rules generally require that HIPAA covered entities and business associates enter into contracts with their business associates to ensure that the business associates will appropriately safeguard HIPAA protected health information. Therefore, if a Contractor qualifies as a business associate, it will be required to sign a HIPAA business associate agreement.
16. In order to perform the contemplated services related to the Rhode Island Health Benefits Exchange (HealthSourceRI), the vendor hereby certifies that it is an “eligible entity,” as defined by 45 C.F.R. § 155.110, in order to carry out one or more of the responsibilities of a health insurance exchange. The vendor agrees to indemnify and hold the State of Rhode Island harmless for all expenses that are deemed to be unallowable by the Federal government because it is determined that the vendor is not an “eligible entity,” as defined by 45 C.F.R. § 155.110.
SECTION 2 - BACKGROUND AND PURPOSE

The Rhode Island Department of Children, Youth and Families (DCYF) is requesting offers from qualified and responsible vendors to meet the State’s need for providing a comprehensive medical/dental, behavioral health and correctional rehabilitative treatment program of services for youth who are detained and adjudicated at the Rhode Island Training School.

2.1 Description of Population

The Rhode Island Training School (RITS) is the State of Rhode Island’s only Juvenile Corrections and Detention facility which services youth between the ages of thirteen (13) and nineteen (19) years old and is operated by the Department of Children Youth and Families (DCYF). The RITS operates three physically separated units located on the Howard Complex in Cranston, Rhode Island:

- A fifty-two (52) bed Detention Center (Roosevelt Benton Youth Assessment Center) of which 28 beds are in operation.
- A ninety-six (96) bed facility (Youth Development Center) for adjudicated youth who are serving sentences imposed by the Family Court. This facility has four (4) living units (Mods) each with twenty-four (24) beds. We are currently operating three of these mods; two are used for adjudicated male residents.
- One of the 24 bed mods is for female residents and houses both pre-adjudication (detention) and adjudicated residents. This mod is meant to have a capacity of 12 females in total

In calendar year 2014 the facility had 751 admissions (Duplicated Adjudicated and Un-adjudicated Total). In calendar year 2015 the facility had 695 admissions. In calendar year 2016 the facility had 606 admissions.

The average age of residents is approximately 16.5 years old.

The predominant population is recorded as being of minority status (72%); with African American/Black residents making up 34%, Hispanic-Latino residents making up 25%, 9% of residents declaring other than Caucasian, Asian residents making up 3%. Caucasian/White residents make up 28% of the population.

2.2 Work Environment

The Youth Development Center and the Benton Center are two new state of the art facilities which opened in 2009.

The Benton Center has a fully outfitted medical intake room suitable for performing routine physicals and nursing assessments.

The Youth Detention Center houses a fully equipped medical and dental clinic which include 3 Medical Exam Rooms (one of which is outfitted for ophthalmology / optometry exams), 3 Dental Operatories, and a medical screening room equipped for blood drawing, and interview rooms for mental health providers.
Medical, Dental, and Psychiatric hours of operation are during normal business hours, between 8 am and 5 pm weekdays with the exception of on call coverage.

Correctional / Rehabilitative Programming will predominantly take place during afternoon hours (after school), evening hours, and on weekends. Programming must be scheduled so as not to interfere with institutional operations (school, meal times, evening hygiene, facility head counts etc.)

A minimum of two large multipurpose rooms are located on each living unit providing for adequate space for all anticipated programming.

Each unit is staffed by the following:

- A Unit Manager who is responsible for the daily operations of the unit and is the head of the Unit Treatment Team.
- Clinical Social Worker (MSW) who is the primary case manager for all assigned youth and is responsible for ensuring that youths’ treatment needs are being met.
- Juvenile Program Workers (line staff) who are responsible for the custody and control of residents and are present 24 hours per day 7 days per week.

**History of Clinical Services at the RITS:**

The RITS has a long history of providing quality care for residents under our care. Historically services have been provided by vendors. Currently, one vendor is contracted to provide Medical, Psychiatric, and Dental Care, Substance Abuse Treatment services, Sex Offender specific treatment, and to provide treatment for youth with behavioral problems created by a serious emotional disturbance in addition to Correctional / Rehabilitative programming throughout the facility. To enhance the continuity of care DCYF is soliciting a single vendor to provide these services.

The DCYF is interested in proposals that can ensure quality service in each of the component areas identified in the Scope of Work, and provide the most efficient, cost effective and accountable services for the State.
SECTION 3 - SCOPE OF WORK

General Scope of Work

DCYF is seeking a single primary vendor to deliver comprehensive medical, psychiatric, dental, eye, and mental health services including; substance abuse treatment, sex offender treatment, treatment for youth with serious emotional disturbances, and correctional rehabilitative services to youth detained and sentenced to the RITS. This vendor may provide all necessary services in their entirety or may subcontract various components of services delivered. If subcontracts are utilized, the primary vendor will maintain full responsibility for the quality and delivery of all subcontracted services.

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

Description of Scope of Work Service Components Required

3.1 Health Care

3.1.1 Successful Vendor shall provide all health, dental, and psychiatric care to residents of the RITS.

The vendor will provide all services which encompass the complete and full provision of adolescent health, dental, and psychiatric care to residents of the RITS. Wherever possible these services will be provided on site at the RITS Medical Clinic. Health care must be provided in compliance with the Standards of Health Services in Juvenile Training Schools.

3.1.2 Successful Vendor must assist DCYF in compliance with applicable provisions of the Federal Consent Decree which outlines the minimum standards for health care provided to residents of the RITS. Please see Appendix B for the federal consent decree. Nothing stated, implied, or omitted in the body of this RFP shall be interpreted in such a way as to relieve the health care provider of its obligation to comply with the provisions of the Federal Consent Decree.

3.1.3 Supervision over all health care staff at the RITS.

The provider must recruit, interview, hire, train, and supervise all health care staff and such health care staff shall be adequate to meet all the conditions and specifications of this contract and shall be licensed to practice within their discipline in the State of Rhode Island.

3.1.4 Providing health screenings within 24 hours of admission of residents

The provider must within 24 hours of admission, ensure that youth shall receive a health screening to be performed by a Registered Nurse (state employee). This health screening will be recorded on a standard form to be entered into a youth’s medical file. This health screening will include but not be limited to the following.
a) Documentation of current illnesses and health problems, including medications taken and special health requirements.
b) Behavioral observations, suicide risk assessments, mental status, and indications of being under the influence of drugs or alcohol.
c) Notation of body deformities, trauma markings, bruises, and ease of movement etc.
d) Conditions of skin, including parasite infestation.
e) Obtain urine sample for drug screening and Sexually Transmitted Diseases
f) Obtain urine sample from females for pregnancy testing
g) Perform screening test for Tuberculosis
h) Assess for developmental disabilities

3.1.5 Medical Supervision for state nursing staff

The successful vendor must provide all necessary medical supervision for State provided nursing staff. Registered Nurses must be on site at the RITS from 7:00 AM to 11:00 PM seven days per week. Nursing staff are employees of the State or contracted staff provided by the State, and therefore, will not be provided by the vendor in this circumstance.

3.1.6 Comprehensive Health Assessments

Within forty-eight (48) hours of a youth’s admission the Provider is required to perform a comprehensive health assessment. This assessment must be performed by a physician who is Board Certified in Adolescent Medicine or a Nurse Practitioner who is certified in Adolescent or Pediatric Medicine. This assessment will include but is not limited to:

a) Review of health screening performed by the Registered Nurse
b) Obtain full health history
c) Comprehensive physical exam
d) Health history
e) Recording of height, weight, pulse, blood pressure, and temperature
f) Obtain routine blood-work (outlined in consent decree)
g) Testicular exam for males
h) Gynecological and breast exam for females
i) Immunizations will be reviewed and brought up to date as recommended by the American Academy of Pediatrics and in accordance with the Rhode Island Department of Health standards.
j) Vision screening

3.1.7 Yearly Physicals. Youth (residents) shall receive a yearly physical from Provider on or about the anniversary date of their previous physical.

3.1.8 Relevant Data. In calendar year 2014, there were 1,742 Physician/Nursing Practitioner visits and 476 physicals were performed by the RITS Clinic

Calendar year 2015: 1,571 Physician/Nursing Practitioner visits and 445 physicals were performed.
Calendar year 2016: 1,332 Physician/Nursing Practitioner visits and 364 physicals were performed.

3.1.9 Responsibilities upon youth discharge from the RITS

Upon discharge of the youth, the physician shall review the youth’s medical record, determine if follow-up care prior to discharge or in the community is needed, coordinate any needed post-discharge care, and prepare a standard medical discharge summary to be filed in the youth’s medical record and/or to be transmitted to the residents’ primary care provider in the community.

3.1.10 Responsible for all routine, acute, and emergency medical care

The Provider shall identify the medical needs of the youth, schedule, coordinate and be responsible for all routine, acute, and emergency medical care rendered to residents of the RITS regardless if care is rendered on site at the RITS, or off site. The Provider shall be responsible for the cost of this care. Routine, acute and emergency care includes, but may not be limited to, the following:

a) Whenever possible medical related services are to be provided on site at the RITS, including physical therapy. **Relevant Data:** In 2014 there were 310 physical therapy visits. In 2015 there were 213 physical therapy visits. In the first 2 quarters of 2016 there were 52 physical therapy visits.

b) Off site medical visits. **Relevant Data:** In 2014 there were 280 off site medical visits. In 2015 there were 196 off site medical visits. In calendar year 2016 there were 67 off-site visits.

c) The Provider shall provide (within their network or through subcontracts) all necessary diagnostic and treatment modalities for the full provision of health care services to RITS residents. Services shall include but are not limited to: Urgent Care and/or Emergency Room Inpatient Care.

d) Access to specialty and subspecialty care. Costs for Specialty Clinic appointments and associated medical tests.

e) Full pharmacy service for residents of the youth is required of the Successful Vendor. The Provider shall be responsible for maintaining a system to provide all needed prescription medication for residents and shall be responsible for the cost. The RITS will provide for non-prescription over the counter medications and medical supplies necessary for clinic operations (ibuprofen, decongestants, creams, lotions, cough syrup, bandages, gauze, ACE wraps, cotton balls, and the like).

f) Diagnostic Imaging services to include x-ray, CT scan, and MRI Laboratory Services. State operated labs will provide routine lab tests at no cost to the vendor, but the vendor will be responsible for the cost of non-routine lab tests which are not performed by a State operated lab.

g) Optometry and or Ophthalmology services. The Provider will supply youth with one pair of eye glasses at their cost if needed. **The RITS Clinic has a fully outfitted eye exam room for all routine eye exams.**
3.1.11 On-Site Medical Staff

The Provider shall have a physician and/or nurse practitioner on site (5) five days per week, 8 am to 5pm, in order to provide routine care, urgent care, physicals, and sick call services.

3.1.12 On-Call Physician

The Provider will have an on-call physician available twenty-four hours per day seven days per week.

3.1.13 Medical Records

The Provider is responsible for establishing and maintaining complete and accurate medical records for each youth separate and apart from the youths’ correctional records. The Successful Vendor shall implement meaningful use of electronic medical records for purposes of maximizing federal reimbursements and to comply with any applicable laws. Although the records will be maintained by the Provider, they remain the property of DCYF.

3.1.14 Quality Improvement Program

The Provider will establish and maintain a viable Continuous Quality Improvement Program subject to approval of the state.

3.1.15 Clinical Services Policies

In consultation with the RITS Clinical Director, the Provider will be responsible for the development and implementation of all Clinical Services policies

3.1.16 Clerical Staff

The Provider shall employ sufficient clerical staff to maintain medical records and coordinate the medical care of the youth on and off site.

3.2. Dental Care

3.2.1 The Provider will be responsible for the provision of all routine dental care for the residents of the RITS, including dentists, and shall employ sufficient staff to meet the dental needs of this population.

3.2.2 Within seven (7) days of admission, all youth will receive a comprehensive dental exam which shall include but not be limited to:

a) Examination by a licensed dentist
b) Panoramic and Bitewing x-rays
c) Documentation of dental health history / problems on a standardized form
d) Development and documentation of a Dental plan of treatment
All needed dental care to be provided to residents shall be rendered on a prioritized basis based on the professional judgment of the dentist or dentists provided by the successful vendor in such a manner sufficient to meet the needs of the residents. The RITS has a fully outfitted dental clinic to include a dental triage / X-ray room and two treatment rooms.

**Relevant Data:** Note: In calendar year 2014, there were 1,497 resident visits to the RITS dental clinic, 1020 of which included dental screenings. In calendar year 2015 there were 1,769 dental visits which included 1009 dental screenings. Calendar year 2016 consisted of 216 cleanings, 857 resident encounters with a hygienist, 906 dental screenings and 797 resident encounters with a dentist.

3.2.3 The successful Vendor shall ensure all youth will have their teeth cleaned (dental prophylaxis) by a licensed dental hygienist on a prioritized basis based upon their date of admission. At the cleaning visit, youth will also receive instruction on proper dental hygiene. All youth at the RITS for a twelve month period shall receive at least one cleaning.

3.2.4 Routine dental procedures which shall be provided on site shall include, but are not limited to:

a) Extraction of teeth which do not require the services of an oral surgeon  
b) Routine x-rays  
c) Filling of dental cavities  
d) Root canals

3.2.5 The Provider in conjunction with the RITS Clinical Director will develop all dental policies, procedures, and protocols necessary for the effective management of dental operations.

3.2.6 The Provider will make available an on call dentist 24 hours per day 7 days per week. Emergency dental care shall be provided to each resident when immediate care is prescribed by the qualified dentist.

3.2.7 The Provider will retain the services of an Oral Surgeon and will be responsible for the cost of any oral surgery needed by a resident of the RITS.

3.2.8 Orthodontic services are **not** provided to RITS residents and are not covered under this contract. Those youth who are admitted to the RITS with existing orthodontic devices will be transported to the orthodontist who is providing service to the youth. The Provider will be responsible for communicating with and coordinating the care of such youth involved with private providers. Costs associated with the care provided by the youth’s previous Orthodontist under these circumstances are not the responsibility of the successful Vendor.

3.2.9 Cosmetic dental procedures are **not** provided to RITS residents and are not covered under this contract. Exceptions to this provision will be made on a case by case basis for
youth whose speech is significantly impaired and can be rectified by a minor cosmetic procedure.

3.3 Psychiatric Services

3.3.1 Psychiatric services will be provided on site by a licensed psychiatrist Board Certified in Child and Adolescent Psychiatry. Training, experience and or Board Certification in Forensic Psychiatry are also considered necessary for this position.

**Relevant Data:** In calendar year 2014 there were 848 psychiatric visits to the clinic (on grounds). In calendar year 2015 there were 971 psychiatric visits to the clinic. In the first 2 quarters of 2016 there have been 502 psychiatric visits made to the clinic.

3.3.2 Psychiatric examinations will be performed on those residents referred by RITS health care and mental health staff.

3.3.3 Court ordered evaluations will be performed for those youth under sentence to the RITS. Court ordered evaluations for those youth in detained status are not covered under this contract.

3.3.4 All youth detained and/or adjudicated who are admitted and currently taking psychiatric medications will be evaluated by the psychiatrist provided by the successful vendor.

3.3.5 The psychiatrist will provide individual psychiatric treatment for any adjudicated youth in need of such treatment.

3.3.6 The psychiatrist will assist RITS staff in the development and implementation of individual treatment plans.

3.3.7 The psychiatrist shall be available on a daily basis to RITS medical and mental health care staff for consultation.

3.3.8 The psychiatrist shall provide expert testimony and or written reports to the Family Court as needed for adjudicated residents.

3.3.9 The psychiatrist will make determinations of the level of risk of harm to self or others that residents adjudicated and/or detained present and order specific appropriate levels of supervision to maintain the safety of the youth and staff.

3.3.10 The psychiatrist will provide training to RITS staff on an as needed basis.

3.3.11 The Provider shall provide psychiatric on call coverage 24 hours per day seven days per week.

3.3.12 The Provider shall establish and maintain psychiatric policies, procedures, and protocols necessary for the effective psychiatric management of RITS residents.
3.3.13 The provider shall provide for an after-hours (6:00 PM to 8:00 AM) on call licensed mental health clinician to assess youth on site who exhibit acute mental health problems and or youth who may present an immediate danger to themselves or others.

3.4 Mental Health Services

**Core correctional rehabilitative program philosophy:**

Core treatment elements of providing services must be delivered using Culturally Competent, evidenced based practices or promising practices, such as Stages of Change, Motivational Interviewing, Aggression Replacement Training, or Trauma Informed Treatment. Offerors are encouraged to visit Federal web sites such as those of the Substance Abuse and Mental Health Services Administration (SAMHSA), the Center for Substance Abuse Treatment (CSAT), and the Office of Juvenile Justice and Delinquency Prevention (OJJDP) for descriptions of evidence based, best, and promising practices. Offerors will specify which practices they intend to employ and how program fidelity will be maintained.

**Correctional Treatment Programming:**

The single most defining feature of youth sentenced to the RITS is that they require secure confinement because their delinquent (criminal) behavior has placed the community and or themselves at increased risk for additional harm. Addressing a youth’s Criminogenic Risk Factors will be the major focus of rehabilitation and treatment.

All adjudicated youth are administered the Structured Assessment of Violence Risk in Youth (SAVRY) by a trained Probation Officer. Treatment providers will have access to this assessment.

All treatment programs will be expected to be responsive to each youth’s criminogenic risks and needs. The offeror must demonstrate how proposed treatments will meet these needs at all levels of risk as outlined in the SAVRY (Low, Moderate, High).

Curriculum outlines must be provided for all proposed educational, psychoeducational, and process treatment groups.

3.4.1 Substance Abuse Treatment Services

Substance abuse is a pervasive risk factor within the juvenile justice population. A study of RITS youth conducted by a Brown University researcher revealed the following statistics about substance abuse among the RITS population:

- a) 81% report regular use of alcohol
- b) 12.3 is the mean age for the onset of alcohol use
- c) 15.5% report daily use of alcohol
- d) 91.6% report regular use of marijuana
- e) 12.7 is the mean age for the onset of marijuana use
- f) 56.7% report daily use of marijuana
- g) 97.8% report regular use of substances
h) 34.4% were incarcerated for possession of controlled substances

With nearly the entire population reporting the regular use of substances it is imperative that most youth at the RITS receive some level of substance abuse treatment and services shall be required by the successful vendor.

For the purposes of substance abuse programming required, the population will be divided into two categories:

a) Those in need of outpatient treatment services;
b) Those in need of a residential level of treatment services.

Development of programming needs of residents will be based upon a risk assessment and screening tool that will be administered either prior to or at the time of adjudication by the successful vendor. Program descriptions of each level are described below.

**Outpatient Level of Care:**

The program developed by the successful vendor for the youth must provide, within ten (10) working days of the date of referral, a comprehensive substance abuse evaluation, including a written report. The program will need to have the capacity to perform up to three (3) evaluations a week. The evaluation must include, but is not limited to, the following:

a) A face to face interview(s) with the youth, the use of a recognized and validated screening instrument, urinalysis results, communication with collateral staff, and the review of all available records.
b) The written report must address the youth’s involvement with illicit substances to include alcohol, tobacco and other drugs (ATOD). The report must address the youth’s history of treatment, social/environmental/family factors related to the use of ATOD, motivation for treatment, diagnostic impression, and recommendation for treatment.
c) Reports must be submitted to RITS clinical staff who will present the report to the Family Court if so ordered.

3.4.1.1 The program will include a component in which youth may engage in in-depth process oriented treatment to aid in reducing substance abuse and maintaining behaviors and life choices free from the negative consequences of a drug abusing way of life. Approximately ten (10) residents will be involved in this level of treatment at any given time.

3.4.1.2 Self-help groups will be established and maintained (AA, NA, ALANON, ALATEEN, etc)

3.4.1.3 Each program participant should receive a written set of program rules and expectations. Expectations should include such items as behavior in group, consequences for breaking rules, issues surrounding confidentiality, and
requirements for completion of the educational portion of the curriculum. Program rules and expectations will be consistent with those of the RITS.

3.1.4.4 Program staff must be available to provide individual counseling when clinically appropriate or by order from the Family Court.

3.1.4.5 Program staff must coordinate with designated RITS staff in order to provide effective case management and treatment services for all ATOD and related issues.

3.1.4.6 The program will maintain files on all program participants. Files will contain but are not limited to, initial assessment, weekly progress notes (individual and group), attendance records, and a written discharge plan that includes recommendations for further treatment and/or referral to additional support services. Program files will remain the sole property of DCYF/RITS.

3.1.4.7 The program will develop and implement gender specific substance abuse treatment services for female residents.

3.1.4.8 The program must demonstrate a knowledge of community resources and services and the ability to provide linkages to same.

3.1.4.9 Educational components of the program will be curriculum driven. Curriculum will be provided to the RITS Clinical Director and updated as the needs of the serviced population dictate.

3.1.4.10 The program will implement an evaluation process for each program component. Evaluation must include both a process evaluation and outcome measures. Outcome measures will be stored in a data base and quarterly reports will be submitted to the RITS Clinical Director.

Residential Substance Abuse Level of Care:

Individuals whose substance abuse rises to the level of need of residential treatment will receive intensive treatment services. It is expected that at any given time approximately 10 residents will require such services. Components of this program will include, in addition to the outpatient requirements above, but not be limited to:

a) A comprehensive assessment performed by a Licensed Chemical Dependency Counselor (LCDP) which will include a standardized and validated assessment instrument shall be completed within ten (10) days of receipt of the referral.

b) Development of individualized treatment goals to be integrated with the RITS individual treatment plan. Treatment goals will be both measurable and performance based.

c) One hour of individual substance abuse counseling per week.

d) A minimum of four of substance abuse specific group treatment per week. Group treatments may include seminars, process groups, psycho-educational groups, skills groups, and will all be administered under a
well-defined curriculum. The Provider will show evidence that all treatment modalities are evidence-based practices shown to be effective with adolescents involved within the juvenile justice system.

e) Self Help groups (AA/NA) a minimum of one hour per week
f) Provide progress reports to RITS staff and to the Family Court as needed.
g) In conjunction with RITS staff shall facilitate aftercare services in the community.

The average length of stay for residents in the YDC is four (4) months. Treatment services should be designed to allow residents to derive maximum therapeutic benefit within that timeframe.

**Relevant Data:** In 2014, 51 Court Ordered substance abuse evaluations were performed, and 737 groups, and 1013 individual treatment sessions were provided. In calendar year 2016 there were 388 Core Substance Abuse Groups held that serviced between (on average) four (4) and eight (8) residents. Additionally, there were 42 clinical substance abuse evaluation, and 593 Core Substance Abuse individual treatment sessions.

3.4.2 Sex Offender Treatment

This population typically numbers about five to seven youth at a given time.

The following criteria in descending order of priority will be used to determine the admission to this specialized unit for sentenced offenders.

a) Those adjudicated for a sexual offense and are ordered to participate in sex offender treatment.
b) Those adjudicated for non-sexual offenses who have a history of sexual offending or inappropriate sexualized behavior (may include those whose original charges were sex related but amended to non-sexual charges).
c) Adjudicated youth awaiting placement in a community or residential sex offender treatment program.

The successful Vendor is required to propose a treatment program which shall provide for individualized assessment and treatment. Goals of treatment may include interim treatment pending placement, or the successful return of the youth to productive, non-offending life in the community and/or family of origin. To support this goal, the successful vendor will be expected to work closely with the offender’s family and to provide appropriate aftercare for one year which will involve coordination with the receiving community.

In the proposal, the Offeror must explain the treatment approach(es) demonstrating best practice.
Proposed curriculum outlines must be provided. Staff providing services to this population must be certified by DCYF as a sexual abuse treatment specialist subsequent to entering into a contract.

3.5 The RITS Female Unit

This 12 bed unit houses exclusively female residents and is a mixed population of sentenced and detained youth. The offeror will develop gender specific evidence based services (example: Girls Circle, Trauma Informed Treatment, VOICES) which will address their criminogenic needs and risks. Those youth who are in a detained status shall be offered psychoeducational programming which does not involve specifically discussing the crimes that they have allegedly committed. These youth have the presumption of innocence until if or when they become adjudicated delinquent.
SECTION 4 – TECHNICAL PROPOSAL

4.1 Narrative and Format:

The separate technical proposal should address specifically each of the required elements:

4.1.1 Personnel/Staff Qualifications (15 Points)

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, descriptions of duties, number of hours per week to be devoted to providing the services described herein, and the qualifications and the names of any known staff. Please identify any staff positions that will need to be hired. Also, specifically identify any subcontractors that will be utilized to provide the services. Provide staff resumes/CV and describe qualifications and experience of key staff who will be involved in this project, including their experience as it relates to the specific scope of work outlined in the RFP. Offeror shall specifically describe on site and proposed number of client contact hours for each position. This must be clearly stated.

Staffing patterns for each program area must be delineated and explanations provided as to how the staffing patterns will meet program area objectives. Resumes and or CV for all known staff will be provided.

4.1.2 Capability, Capacity, and Qualifications of the Offeror (20 Points)

Please provide a detailed description of the offeror’s organization’s experience in providing medical, dental, psychiatric, substance abuse, mental health, sex offender specific programming, and correctional rehabilitative treatment services to adolescents, particularly within a secure setting. The technical proposal shall specifically address the organization and its capacity and experience as opposed to the experience and credentials of the individual staff which would be described in Personnel and staff qualifications. Offeror shall describe past performance achievements, and describe management and organizational structure.

All subcontracted services must be outlined and the proposed subcontractor identified. If any major program component is to be subcontracted, the vendor must be identified and staffing patterns provided as described above.

4.1.3 Continuous Quality Improvement, Performance measures and Evaluation (10 Points)

Provide a description of how each program component will be evaluated and what outcome and process measures will be utilized. Included should be a discussion detailing how the outcome and process measures will be used to improve service delivery and to develop additional or alternative services. Offeror shall be as specific as possible in terms of outcome measures for each component of scope of work.
The vendor will maintain an active Continuous Quality Improvement (CQI) Program and provide the RITS Clinical Director with quarterly utilization and compliance (compliance with Federal Consent Decree requirement) reports. Offeror must describe their ability to maintain the CQI plan, and also describe past experience in CQI.

The Offeror will provide ongoing quality review and program evaluation process and outcome evaluations for all program components described in this RFP. Evaluation reports will be submitted to the RITS Clinical Director on a quarterly basis. Offeror shall describe their plan, ability and past experience providing quality reviews and program evaluation.

4.1.4 Program Design and Content (20 Points)

A detailed description of all program services to be provided: This section should include the program philosophy, assessment instruments/methods, program components, entry and discharge criteria for each component, treatment goals and objectives, and curriculum outlines.

Responsive proposals shall include detailed descriptions of all program areas proposed by the Offeror responsive and as described in the Scope of Work section of this solicitation by program. The programs shall be described separately as delineated in the Scope of Work required herein. The major program areas are described in the scope of work and include Medical, Psychiatric, Dental, Substance Abuse Treatment, Sex Offender Treatment, Specialized Mental Health Treatment, Correctional/Rehabilitative Counseling, and Emergency Mental Health Coverage.

A timeline from startup through full services implementation must be provided by the Offeror detailing goals, objectives, and responsible parties for all program components, and the expected dates of completion of the program.

4.1.5 Resources and Program Linkages (5 Points)

A description of formal and informal coordination with community resources or other agencies that will enhance the program, particularly in the area of transition/discharge planning and linkages should be included. Letters of support or cooperative agreements should be included as an appendix.

Technical proposals shall be limited to fifteen (15) type-written pages using standard margins, font and point features available via Microsoft Word, or similar word-processing software. Individual technical proposal pages shall be sequentially numbered. Resumes and/or curricula vitae are not included in the fifteen (15) page limit. Technical proposals shall include a table of contents. The table of content is not included in the fifteen (15) page limit.
SECTION 5 – COST PROPOSAL

Cost Proposal Elements

The cost proposal shall specifically address each of the following required elements, utilizing the template attached at Appendix C, and in written form in the cost proposal narrative, as detailed below.

5.1. Budget and Narrative

A detailed cost proposal must be submitted by each offeror. The cost proposal shall consist of a budget and a narrative.

The budget shall include details for cost estimates for work described in this RFP. The offeror is required to use the project budget form (Appendix C) to detail costs by category and by budgeted year. The offeror shall provide values for each applicable element of cost. The offeror may introduce new elements of cost into the detailed budget, but must maintain the overall format and integrity. It is particularly important that where applicable, the offeror’s budget maintains existing formulae (as in the summations of hours, in total cost calculations). If the offeror introduces new formulae into the budget form, the offeror shall ensure these formulae are intact in the official submission, and that such formulae are explained in the budget narrative. The “Cost Summary” tab is configured to tabulate all costs entered on the other tabs and to present an overall total cost of the effort.

The cost proposal narrative shall explain the processes used to develop the proposed costs and fees, as detailed under each element of cost described below. Cost proposal narratives shall be limited to ten (10) type-written pages using standard margins, font and point features available via Microsoft Word, or similar word-processing software. Individual cost proposal narrative pages shall be sequentially numbered. Cost proposal narratives shall include a table of contents. The table of content is not included in the ten (10) page limit.

The cost elements provided in the project budget form are described below, along with additional guidance for completing the form and the associated budget narrative. The instructions below apply to each tab of the budget form, with the exception of the “Cost Summary” tab:

5.1.1 Cost Element A: Labor

Provide, under column B in this section of the budget form, a list of all roles or labor categories that will perform work under the proposed technical solution. For each role or category, provide the direct hourly wage (Column C). The Department anticipates that different offerors will allocate other labor related costs in different ways, so be sure to detail all overhead and / or applicable General and Administrative (G&A) costs associated with labor. Provide details with regard to the association of fees with each labor category. In columns J through N, provided an estimate for the total number of hours estimated for each Service Work Component described in this RFP. Columns O through R contain formulae to calculate the total number of estimated hours associated with each labor category; the total costs ((direct + overhead + G&A) * total number of hours) associated with each labor category; and the total fee (fee amount * total number of hours) associated with each labor category.
Note: should the offeror propose the utilization of subcontractors in the performance of required duties, individual subcontractor employees shall be listed in column B of this cost element. The Department does not anticipate that the offeror will incur G&A or Overhead costs for subcontractor employees. Accordingly, such costs are not allowed.

Explain, in the Cost Proposal Narrative, the basis and rationale of proposed fees. Provide justification as to why proposed costs are both reasonable and realistic to perform the required work described in this RFP. Describe the methods used to calculate and allocate overhead and G&A costs. Should subcontractors be proposed, provide the methodology that the offeror used to determine subcontractor costs reasonable, and detail any fees to be paid by the prime to the subcontractor.

5.1.2 Cost Element B: Materials

Provide, under column B in this section of the budget form, a list of each type of material expected to be consumed in performance of the work specified in this RFP. For each type of material provide a direct material cost (column C), as well as any associated Material Handling (MH) rates and costs. Fee is not allowed for material costs. Column F calculates the total material cost for each material type (direct cost + MH cost).

Explain, in the Cost Proposal Narrative, why the specified materials are required for performance of the work specified in this RFP. Provide justification as to why the proposed direct costs are both reasonable and realistic to perform this work. Describe the methods used to calculate and allocate MH costs.

5.1.3 Cost Element C: Other Direct Costs (ODCs)

Provide, under column J of this section of the budget form, a list of each type of ODC expected to be incurred in the performance of the work described in this RFP. For the purposes of this RFP, ODCs are defined as those costs that are directly incurred as a result of performance of the work, but not included in proposed labor or material costs. An example of a cost that might fall into this category is a cost incurred for ancillary (consulting) services, or for reimbursable travel. Fee is not allowed for ODCs, but the Department does anticipate that G&A costs may be associated with certain ODCs. For each type of ODC provide a direct ODC cost, as well as any associated G&A costs. Column N calculates the total cost for each type of ODC (ODC Cost + G&A costs).

Explain, in the Cost Proposal Narrative, why the specified ODCs are required for performance of the work specified in this RFP. Provide justification as to why the proposed direct costs are both reasonable and realistic to perform the work. Describe the methods used to calculate and allocate G&A costs.

5.1.4 Cost Element D: Indirect Costs

Provide, under column B of this section of the budget form, a list of each type of indirect cost expected to be incurred in the performance of the work described in this RFP. Indirect costs are those that are not directly allocable to any particular cost object (such as
labor or materials), but are incurred in the performance of contractual work. Examples include certain administrative, facility or security costs. Fee is not allowed for indirect costs. The Department anticipates that the offeror will calculate and itemize indirect costs based upon some rate or percentage of a direct cost (e.g., 0.8% of total labor). For each indirect cost provide in column C the value of the basis of cost (e.g., the total proposed labor cost). Provide in column D rate associated with each basis of cost (e.g., 0.8%). Column D calculates the total cost of each type of indirect cost (basis of cost * rate). It is important to note that certain types of indirect costs are not allowable, and shall not be reimbursed under the contract resulting from this RFP.

Explain, in the Cost Proposal Narrative, why the specified indirect costs are required for performance of the work specified in this RFP. Provide justification as to why the proposed indirect costs are reasonable and realistic to perform the work. Such justification may include the identification of established indirect rate pools, and any associated validation of those pools by a Government accounting or auditing agency.

NOTE: Offerors must complete all tabs of the project budget form, so as to include all required costs for the entire anticipated contract term.
SECTION 6 - EVALUATION AND SELECTION

Technical Proposal Scoring

Proposals will be reviewed by a Technical Review Committee comprised of staff from state agencies. To advance to the Cost Evaluation phase, the Technical Proposal must receive a minimum of 60 (85.7%) out of a maximum of 70 technical points. Any technical proposals scoring less than 60 points will not have the cost component opened and evaluated. The proposal will be dropped from further consideration.

Proposals scoring 60 technical points or higher will be evaluated for cost and assigned up to a maximum of 30 points in cost category, bringing the potential maximum score to 100 points.

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

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

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel/Staff Qualifications</td>
<td>15 Points</td>
</tr>
<tr>
<td>Capability, Capacity, and Qualifications of the Offeror</td>
<td>20 Points</td>
</tr>
<tr>
<td>Continuous Quality Improvement, Performance Measures and Evaluation</td>
<td>10 Points</td>
</tr>
<tr>
<td>Program Design and Content</td>
<td>20 Points</td>
</tr>
<tr>
<td>Resources and Program Linkages</td>
<td>5 Points</td>
</tr>
<tr>
<td><strong>Total Possible Technical Points</strong></td>
<td><strong>70 Points</strong></td>
</tr>
<tr>
<td>Cost calculated as lowest responsive cost proposal divided by (this cost proposal) times 30 points</td>
<td>30 Points</td>
</tr>
<tr>
<td><strong>Total Possible Points</strong></td>
<td><strong>100 Points</strong></td>
</tr>
</tbody>
</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.
**Cost Proposal Scoring**

Cost will be scored separately from the technical review as described below. Cost will be scored for only those proposals that receive a score of (60) or above on the Technical Review.

Costs must be realistic and responsive to the Scope of Work section of this RFP. Scoring of Cost Proposals will use the following formula:

- The Lowest Responsive Cost Proposal will receive thirty (30) points.
- Remaining bids will be calculated as: (Lowest Responsive Cost) divided by (cost of the proposal) multiplied by thirty (30).

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

\[
\frac{65,000}{100,000} \times 30 = 19.5
\]

Overall cost of the proposal and costs relative to other proposals responding to this solicitation will be considered and will be a determining factor in the award of this contract. The state seeks proposals that are credible, cost-efficient, and reasonable for the target population. Responses must also demonstrate that costs accurately reflect local industry wage and cost scales.

**SECTION 7 - PROPOSAL SUBMISSION**

Questions concerning this solicitation may be e-mailed to the Division of Purchases at david.francis@purchasing.ri.gov no later than the date and time indicated on page one of this solicitation. Please reference RFP # 7551658 on all correspondence. Questions should be submitted in a Microsoft Word attachment. Answers to questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information. If technical assistance is required to download, call the Help Desk at (401) 574-8100.

Offerors are encouraged to submit written questions to the Division of Purchases. No other contact with State parties will be permitted. Interested offerors may submit proposals to provide the services covered by this Request on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases will not be considered.
Responses (an original plus four (6) copies) should be mailed or hand-delivered in a sealed envelope marked “RFP# 7551658 Comprehensive Medical and Mental Health Services for the RI Training School” to:

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

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed, or emailed, to the Division of Purchases will not be considered. The official time clock is in the reception area of the Division of Purchases.

RESPONSE CONTENTS

Responses shall include the following:

1. One completed and signed three-page R.I.V.I.P generated bidder certification cover sheet (included in the original copy only) downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov.

2. One completed and signed W-9 (included in the original copy only) downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov.

3. A separate Technical Proposal addressing each of the elements described in Section 4 of this solicitation. The technical proposal shall be submitted in a Microsoft Word document and is limited to 20 pages. Be sure to submit resumes for any key staff proposed. Resumes do not count as technical proposal pages.

4. A separate, signed and sealed Cost Proposal, in accordance with the specifications of Section 5 of this solicitation. The cost proposal shall consist of both the budget and narrative. The cost proposal budget shall be submitted using the budget form provided in Appendix C to this solicitation. The submitted budget document must preserve and reflect any formulae used to calculate the several cost elements. The cost proposal narrative shall be submitted in a Microsoft Word document and is limited to five (5) pages.

5. In addition to the multiple hard copies of proposals required, Respondents are requested to provide their proposal in electronic format (CD-Rom disc). Microsoft Word / Excel OR PDF format is preferable. Only 1 electronic copy is requested and it should be placed in the proposal marked “original”.

CONCLUDING STATEMENTS

Notwithstanding the above, the State reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any or all proposals, and to award in its best interest.
Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

The State may, at its sole option, elect to require presentation(s) by offerors clearly in consideration for award.

The State’s General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded to the RFP. The State’s General Conditions of Purchases/General Terms and Conditions can be found at the following URL:

https://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf.

**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. This invoice will also outline the amount of staff time by staff member expended each month by each position outlined on Appendix C. 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.
APPENDIX A – 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


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


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 B – Federal Consent Decree

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

INMATES OF THE BOYS' TRAINING SCHOOL, et al.

V.

C. A. No. 4529

JAY G. LINDGREN et al.

ORDER

WHEREAS, this Court entered orders during the period from 1973 to the present, which orders set forth defendants' obligations to the plaintiffs' class regarding the conditions of their confinement at the Training School for Youth; and

WHEREAS, the parties agree that the court has jurisdiction over this action and the parties, and that the court has the authority to order the relief set forth in this decree. The parties stipulate, based on the entire record, that the remedies set forth in this Order are narrowly drawn, extend no farther than necessary to correct violations of Federal rights of the plaintiff class, and are the least intrusive means necessary to accomplish redress; and

WHEREAS, the plaintiffs and defendants through their counsel have engaged in negotiations with the assistance of the office of the Special Master appointed by this Court; and

WHEREAS, said negotiations have been concluded to the satisfaction of the parties: and

WHEREAS, notice and opportunity to comment having been given to members of plaintiffs' class.

NOW THEREFORE, it having been stipulated and agreed by the parties that the prior Orders of this shall be modified as contained herein and that the resulting Order shall supersede all previous Orders and constitute the full and complete Order governing the above-entitled action, it is hereby:

ORDERED, ADJUDGED, AND DECREED:
1. That defendants, their successors in office, agents and employees are permanently enjoined from incarcerating any resident of the Rhode Island Training School for Youth in any manner and under any conditions which are not in compliance with the conditions of confinement enumerated herein and in the incorporated Appendices.

Mail

2. That defendants, their successors in office, agents and employees are permanently enjoined from in any way opening, inspecting, or interfering with mail transmitted to or from any resident of the Rhode Island Training School for Youth or Youth Correctional Center except under the following conditions:

(a) All outgoing mail shall be transmitted without delay, unopened, uncensored and uninspected;

(b) All incoming mail may be opened and inspected for contraband only in the presence of the resident, but letters may not be read or delayed;

(c) There shall be no limitations placed on a resident's mail by the defendants except that the Superintendent may prohibit mail between a resident and someone other than an Attorney, a member of the press, or public official if good cause is shown that said prohibition is necessary for the rehabilitation and treatment of said resident and provided that whenever mail is prohibited, the resident shall be given an opportunity to object, personally or in writing, and he/she shall receive a final written decision with reasons from the Superintendent.

Basic Entitlements

3. That defendants, their successors office, agents and employees are permanently enjoined from confining any resident of the Rhode Island Training School for Youth or Youth Correctional Center in any facility without providing the following, absent willful destruction by the resident:

(a) A separate room equipped with lighting sufficient for a resident to read by until time designated for "lights out" within the training school;

(b) Sufficient clothing to meet seasonal needs;
(c) Bedding, including blanket, sheets, pillows, pillowcases and mattresses; bedding linen must be changed for clean bedding linen once each week;

(d) Personal hygiene supplies, including soap, toothpaste, towels, toilet paper, and a toothbrush;

(e) A change of undergarments and socks daily;

(f) Minimum writing materials, pen, pencil paper and envelopes;

(g) Prescription eyeglasses, if needed;

(h) Daily access to all books, periodicals and other reading materials located at the training school, and daily access in their rooms to their own books, periodicals and other reading materials;

(i) Daily showers;

(j) General correspondence privileges;

(k) Three meals a day, the last occurring at or after 5:00 o'clock p.m. daily, as well as regular access to additional food selected and purchased by the resident through a system of alternative access to food products maintained by the defendants. Food will not be stored in an individual's room.

Religious Observance

3. That defendants, their successors in office, agents and employees are permanently enjoined from not making available to all residents religious services and clergymen in accordance with their preference, but attendance and participation on the part of the residents shall be voluntary.

Transfers

4. That defendants, their successors in office, agents and employees are permanently enjoined from transferring residents of the Rhode Island Training School for Youth to the Youth Correctional Center unless transfers are conducted pursuant to procedures adopted by the Family Court to authorize such transfers. (Current procedures of the Family Court provide that, in case of an emergency, the Family Court shall be notified immediately and a written order from the Family Court shall be obtained within 36 hours of the transfer,
weekends, and holidays excluded.) Said transfers may be accomplished only through the
use of the disciplinary procedures set forth in Appendix A attached hereto.

Residents Guide

5. That defendants, their successors in office, agents and employees are ordered to
publish a residents' guide annually and incorporate therein all programs standards,
rules or regulations which are mandated by this action or promulgated pursuant
thereto. Each resident admitted to the Training School shall be provided with a copy
of the up-to-date residents' guide upon admission and orientation to the facility.

Discipline Procedures

6. Defendants, their successors in office, agents, and employees are permanently
enjoined from failing to comply in all respects with the Discipline Procedures set
forth in Appendix A of this Order, the provisions of which are expressly incorporated
in and made a part of this Order.

Classification and Treatment Plan

7. Defendants, their successors in office, agents, and employees are permanently
enjoined from failing to comply in all respects with the Classification and Treatment
Plan set forth in Appendix B of this Order, the provisions of which are expressly
incorporated in and made a part of this Order.

Education

8. Defendants, their successors in office, agents, and employees are permanently
enjoined from failing to comply in all respects with all state and federal education laws,
regulations and the policies of the State of Rhode Island Board of Regents for Elementary
and Secondary Education and with the requirements of all federal and state laws and
regulations governing the education of students with disabilities. Defendants, their
successors in office, agents, and employees are permanently enjoined from failing to
continuously maintain state certification of the educational program at the Training
School to provide special education and approval of the educational program to provide
regular education in accordance with all relevant laws and regulations.
9. Defendants, their successors in office, agents, and employees are enjoined from failing to comply in all respects with the Physical Education and Daily Exercise Plan set forth in Appendix C of this Order, the provisions of which are expressly incorporated in and made a part of this Order.

10. Finally, because of the long history and complexity of this cases filed originally in 1972, as well as the special vulnerability of the plaintiff class, it is ordered that J. Michael Keating, Jr. be and hereby is continued in his appointment as a Special Master empowered to monitor compliance with and implementation of this Order. The appointment does not reflect distrust of defendants' willingness to execute the Order in good faith but rather concern over the many difficulties encountered by the defendants in fully implementing and complying with the prior Orders of this Court. As such, the defendants shall continue to bear the costs of the Mastership, as they have throughout the appointment of the Master. During this continued tenure, the Special Master will work with the parties to ensure compliance with all of the provisions of this Order. In addition, the Special Master will help the parties develop an administrative grievance procedure that will constitute an enduring non-judicial means of handling residents' complaints, including a defendant-developed process for addressing resident grievances that is agreed by the parties to be effective. During this tenure, the Special Master shall additionally specifically assist the defendants to meet the following four requirements for full compliance with this Order:

   (1) Completion of the construction of a new facility to house and provide the required programming to the residents or renovation of the existing facility such that either the new facility or the renovated existing facility is adequate and sufficient to meet all housing, educational, and programming requirements contained herein and meets all standards of the American Correctional Association for juvenile correctional facilities;
(2) Full accreditation of the Rhode Island Training School for Youth by the American Correctional Association (or successor organization recognized as being the authoritative professional association setting standards for conditions of confinement of juveniles), which accreditation shall be obtained and continuously maintained at all future times by the defendants;

(3) Development and full implementation of a revised Policy and Procedures Manual which Manual shall be annually reviewed and revised and continuously maintained in full force and effect by the defendants.

(4) Full continuous implementation of the administrative grievance procedure developed with the assistance of the Master that will constitute an enduring non-judicial means of handling residents' complaints including a defendant developed process for handling resident grievances that is agreed by the parties to be effective.

During the tenure of the Master the following shall be provided:

(a) In order to carry out his duties, the Master shall have access to any facilities, buildings or premises under the defendants' control or any records, files or papers maintained by the defendants. Access shall be granted at any time and no advance notice shall be necessary.

(b) The Master is authorized to conduct interviews at any time with any staff member or employee of the defendants or any resident. The Master may attend institutional meetings or proceeding.

(c) The Master may require written reports from any staff members or employees of the defendants with respect to compliance with and implementation of this Court's orders. Copies of all reports provided to and developed by the Master will be distributed to all parties for comment.

(d) The Special Master may file with the Court reports on implementation of the consent decree, and a permanent administrative grievance procedure, and the defendants' progress toward the three requirements stated above in this section,
together with any and all other recommendations he feels may be beneficial to the Court and the parties to this action.

Termination of the Supervision of the Master

11. The Special Master shall supervise the implementation and compliance with this Order until the Master reports to this Court that full compliance has been achieved including specifically:

(1) Completion of the construction of a new facility to house and provide the required programming to the residents or renovation of the existing facility such that either the new facility or the renovated existing facility is adequate and sufficient to meet all housing, educational, and programming requirements contained herein and meets all standards of the American Correctional Association for juvenile correctional facilities;

(2) Full accreditation of the Rhode Island Training School for Youth by the American Correctional Association (or successor organization recognized as being the authoritative professional association setting standards for conditions of confinement of juveniles), which accreditation shall be obtained and continuously maintained at all future times by the defendants;

(3) Development and full implementation of a revised Policy and Procedures Manual which Manual shall be annually reviewed and revised and continuously maintained in full force and effect by the defendants.

(4) Full continuous implementation of the administrative grievance procedure developed with the assistance of the Master that will constitute an enduring non-judicial means of handling residents' complaints including a defendant developed process for handling resident grievances that is agreed by the parties to be effective.

At such time as the Master reports that the above four specific Requirements have been met, and that the defendants are in substantial compliance with those and the other terms of this Order, the supervision of the Master shall terminate and this Order will operate independently as the legally enforceable recitation of the
requirements of the conditions of confinement at the Rhode Island Training School for Youth.

By Order, 10/3/00

Clerk

Enter: Ronald R. Lagueux

USDJ 10/2/00
Appendix A

DISCIPLINE PROCEDURE

RHODE ISLAND TRAINING SCHOOL

JUVENILE DETENTION CENTER AND YOUNG WOMEN'S

OFFENDER PROGRAM

POLICY STATEMENT

This Policy and Procedure is implemented to ensure uniform, fair and just
treatment of residents who violate, or are alleged to have violated, institutional rules and
regulations, and to comply with paragraph 3 of the November 3, 1983 Consent Order in
Inmates of the Rhode Island Training School for Youth v. Collins, C.A. 4529-P. The
following disciplinary procedure has been developed and agreed to by the parties. This
procedure takes the place of and supersedes Appendix A of the 1979 Order entered in
Inmates of the Rhode Island Training School for Youth-and all amendments made to
Appendix A prior to this version, and is incorporated by reference into the 1979 Order as
Appendix A.

The procedures used for the disposition of disciplinary infractions by residents at
the Rhode Island Training School Juvenile Detention Center and Young Women's
Offender Program, hereinafter referred to as the Training School, are the Behavior Report
and the Major Discipline Review Procedure. The Behavior Report is used where the
offense is of a minor nature. The Major Discipline Review Procedure is used for
infractions of a more serious nature, which cannot be disposed of by the Behavior Report.
It is the primary responsibility of the Superintendent or designee to decide when an
infraction is sufficiently serious to require the utilization of the Major Discipline Review
procedure. A Unit Manager can determine that a Behavior Report is indicated without
consultation with the Superintendent or designee. However if an offense is to be written
up for processing as a Major Discipline Review procedure the Superintendent or designee
must approve the decision of the Unit Manager to process the matter as a Major
Discipline Review procedure. The building staff are to contact the shift coordinator who
will put them in communication with the Superintendent or designee. Through the shift
coordinators, the building staff are to consult with the Superintendent or designee as to the appropriateness of utilizing the Major Discipline Review procedure. Factors to consider include the seriousness of the alleged infraction and the viability of resolving the matter using the Behavior Report system. Where a designee of the Superintendent is referred to in this Procedure, such designee shall be an individual who is a managerial employee of the Training School, with at least a Master's degree level of preparation. A managerial employee of the Training School who was appointed to his/her managerial position prior to the adoption of the Master's degree requirement of R.I.G.L. 42-72-6 shall be considered grandparented from this requirement and may serve as designee. The designee shall not be the Major Discipline Reviewer referred to elsewhere in this Procedure as the Major Discipline Reviewer is required to maintain objectivity and should not be consulted regarding a disciplinary matter prior to the review process regarding that matter. These procedures shall be used in conjunction with the Training School's behavioral management (level) system. This (level) system shall be reviewed and updated annually and shall be included in the Resident's Handbook and the Training School's Policies and Procedures Manual.

The practice of progressive discipline shall be utilized in the disposition of all disciplinary actions and thus action taken in a Behavior Report or a Major Discipline Review shall not include the most severe consequences possible unless less severe means have been previously tried and failed. With respect to consequences for the violations of rules, these consequences shall be progressive in that consideration will be given to both the nature of the infraction and recent and relevant prior disciplinary action taken against the youth.

**PROCEDURE**

**A. THE FOLLOWING CONDUCT MAY BE SUBJECT TO DISCIPLINARY ACTION:**

1. Bullying or extortion;
2. Refusing work assignments without good cause;
3. Physical assaults on resident or staff;
4. Elopement;
5. Failure to return from an authorized home visit;
6. Destruction of state and/or other property;
7. Theft;
8. Possession, use or selling of drugs and/or contraband (contraband is defined as anything illegal or anything which is specifically restricted by Training School Policy or which could be used as a weapon or means of escape);
9. Failure to obey any reasonable and lawful command of staff, including refusal to continue participation in any court mandated treatment, rehabilitation, or training programs; or such programs which are enumerated in the resident(s) ITP; or such educational programs in which attendance is mandated by the compulsory school attendance laws;
10. Threatening words which would cause a reasonable person to be placed in fear of imminent physical harm, or gestures intended to provoke residents or staff and which would cause a reasonable person to be so provoked;
11. Any act in violation of the criminal laws of the State of Rhode Island.

**B. UTILIZATION OF THE BEHAVIOR REPORT PROCEDURE**

Less serious infractions shall be disposed of through this process. The Unit Manager shall oversee and approve all sanctions imposed under this procedure. The Behavior Report is used where the offense is of a minor nature. The Major Discipline Review procedure is used for infractions of a more serious nature which cannot be disposed of by the Behavior Report. It is the primary responsibility of the Superintendent or designee to decide when an infraction is sufficiently serious to require the utilization of the Major Discipline Review procedure. A Unit Manager can determine that a Behavior Report is indicated without consultation with the Superintendent or designee. However if
an offense is to be written up for processing as a Major Discipline Review procedure the
Superintendent or designee must approve the decision. The building staff are to contact
the shift coordinators who will put them in communication with the Superintendent or
designee for purposes of this determination.

1. If it is determined that the Behavior Report procedure shall be used, the
Unit Manager shall:

   a. Meet with the resident and discuss the incident with the resident and
      the staff member reporting the incident.

   b. Afford the resident an opportunity to be heard by the Unit Manager
      and to present evidence on his or her behalf. This is the resident's
      opportunity to present his/her version of events. The resident shall
      have an opportunity to provide information to the Unit Manager
      privately, not in the presence of the staff member reporting the
      incident.

2. If after the above discussions and the explanation of the incident by the
resident and staff member, the Unit Manager decides a sanction is necessary, he/she, may
impose only one of the following sanctions.

   a. Warning and/or discussion of the incident with the resident;
   
   b. Participation in a restorative justice meeting with the person aggrieved by
      the resident's conduct if another resident or member of staff has been adversely
      effected by the resident's conduct. (This may include reasonable restitution not
      exceeding the value of the damaged item. Such restitution shall be based upon
      ability to pay and shall be taken from resident pay.)
   
   c. Loss of a resident's points for one shift;
   
   d. Placing a resident in his/her room for a maximum of (1) hour;
   
   e. Extra chores homework, book reports, facility and public service
      assignments; for up to a maximum of five (5) days;
f. Sending a resident to his/her room before "lights-out" but not earlier than 8 PM limited to one night for each incident; or one hour before the resident's customary bedtime.

g. Loss of a resident's points for one day;

h. Loss of the second scheduled weekly visit or any special visit for one week.

i. Loss of one unit level

j. Referral for clinical intervention.

3. In deciding which sanction is to be imposed, the Unit Manager shall consider which of the sanctions is most likely to effect a change in the resident's behavior and prevent a recurrence of the sanctioned behavior. Such decision shall also be consistent with the requirement of progressive discipline as stated herein.

4. Supervisory staff shall monitor a resident's room: every fifteen (15) minutes and complete the appropriate report in the event that a resident is remanded to his/her room for an hour or sent to his/her room before lights out.

5. The Unit Manager shall record the disposition of the Behavior Report and forward it to the Superintendent or designee for review.

6. The Unit Manager, or his/her designee shall file the completed report with disposition in a designated area in the Unit, and shall record the penalties or sanctions, if any, imposed in the Unit Log.

7. Staff shall check these reports and the Unit Log, at the beginning of their shift to ensure that penalties or sanctions imposed are followed.

8. The Superintendent or designee shall review all Behavior Reports not less than once per week. If a Behavior Report seems inappropriate to the reviewer the reviewer shall meet with the Unit Manager and the resident involved. S/he may decrease but not increase any sanction imposed. The purpose of the review of these Behavior Reports is twofold: first, to determine if the outcome is appropriate and to revise the outcome if inappropriate; second, to determine whether particular staff members are routinely or habitually imposing sanctions in
a manner or pattern which calls into question the appropriateness of the use of the
Behavior Report by such staff members.

9. A resident may request a meeting with the Superintendent or designee to
review a Behavior Report which the resident believes to be unfair. For purposes
of such meeting, a resident shall have the right to review his/her record and the
particular Behavior Report at issue. It is in the discretion of the Superintendent to
meet with the resident if the resident requests such a review.

10. After review, the Superintendent or designee shall forward the report for
filing in the resident's record. If the Superintendent or designee has determined
that the Behavior Report was not appropriate then the resident's record shall
reflect the amended disposition of the Superintendent or designee.

11. The loss of a level is one sanction which may be imposed in the context of
a Behavior Report or Major Discipline Review procedure. The level system is
subject to change based upon the annual review of such system required herein.
However, the basic principles and elements of the level system which are not
subject to change are: (1) the level system shall be the same in each unit of the
Training School; (2) the level system shall be reviewed annually with the goal of
ensuring that it is effective and is responsive, in terms of both incentives and
disincentives, to the needs of the resident population; (3) the level system shall
provide for the Department to seek Court review for the early release or
alternative community placement of any resident who has maintained level four
for a period of time to be specified in the level system.

C. UTILIZATION OF THE MAJOR DISCIPLINE REVIEW PROCEDURE

1. The Decision to Use the Major Discipline Review Procedure:
Infractions that cannot be disposed of by the Behavior Report because they are of a more
serious nature shall be brought to the Major Discipline Reviewer. The Behavior Report
is used where the offense is of a minor nature. The Major Discipline Review procedure is
used for infractions of a more serious nature which cannot be disposed of by the Behavior
Report. It is the primary responsibility of the Superintendent or designee to decide when an infraction is sufficiently serious to require the utilization of the Major Discipline Review. A Unit Manager can determine that a Behavior Report is indicated without consultation with the Superintendent or designee. However, if an offense is to be written up for processing as a Major Discipline Review procedure, the Superintendent or designee must approve the decision. The building staff are to contact the shift coordinators who will put them in communication with the Superintendent or designee. If the determination is made that it is appropriate to proceed with the Major Discipline Review procedure, the following procedures shall be followed.

2. Notice to Residents:
   a. Immediately following an alleged infraction wherein the determination is made that the nature of the violation alleged warrants a Major Discipline Review disposition, the accused resident shall be verbally informed by the Unit Manager or designee that his/her infraction is being considered for disciplinary action, and the building staff shall immediately contact the Superintendent or designee through the shift coordinators.
   
   b. If the Superintendent or designee determines, in consultation with the building staff, that the Major Discipline Review procedure is appropriate to a particular incident, the resident will receive timely written notice of the violation with which he/she is charged, the alleged conduct giving rise to the violation, including the date, time and place of the alleged conduct and reason for the proposed disciplinary procedure. This notice will be given as soon as possible but no later than the end of the shift on which the conduct is alleged to have occurred unless specifically authorized by the Superintendent or designee and in all cases must be given before the Major Discipline Review.

1) This notice procedure is accomplished by giving the resident a
copy of the "Discipline Report".

2) The Unit Manager shall also forward a copy of the Discipline Report to the Major Discipline Reviewer.

c. The Unit Manager or his/her designee shall also give the resident notice of the time and place of the Review on the alleged conduct and of his/her right to be represented by a counselor, social worker, or another resident of the resident's choosing. The resident also will be informed at that time that he/she may retain a lawyer at his/her own expense to represent him/her before the Board.

3. Time of Hearing

A. Scheduling of the Review within twenty-four (24) Hours - Risk of Imminent Harm - Sanction Pending Review:

The Unit Manager shall determine, in consultation with the Superintendent or designee, whether the health and safety of the resident, or the health and safety of others in the Unit requires the imposition of a sanction pending the convening of the Major Discipline Review. A sanction may only be imposed pending the convening of the Major Discipline Review if the resident's actions present an imminent risk of physical harm to the resident or others in the Unit and may only be imposed with the express approval of the Superintendent or designee. In the event that the Unit Manager determines that such risk of harm is present, and the Superintendent approves such determination, a sanction may be imposed pending the convening of the Major Discipline Review. In those circumstances the Review must be convened within twenty-four (24) hours following the alleged incident. There are no exceptions to the twenty-four (24) hour convening of the Review if the resident is experiencing a sanction pending the Review. However, the resident, directly or through his/her attorney, may request an extension of this period for the purpose of enabling his/her attorney to be present.

(i) Conditions of Lockup Pending Major Discipline Review: In the event a resident is remanded to his/her room pending a Review...
consistent with the required finding of imminent risk of physical
harm discussed in section 3(A) above (emergency lock up), the
resident shall continue to receive all medical, educational,
counseling, psychological and psychiatric services which are court
ordered and/or part of the resident's Individualized Treatment
Plan. A resident placed on lockup status shall be checked by staff
every fifteen (15) minutes (this shall be documented in the unit
log) and seen by his/her counselor or other clinical staff at least
once per day while in this status. In addition, the resident shall
continue to receive all basic entitlements including mail, writing
materials, visits, telephone calls, showers, sufficient clothing,
clean and sufficient bedding, personal hygiene supplies, gym and
daily exercise, access to religious services and hot meals served
outside the resident's room. Handcuffs are only to be used under
special circumstances. The administration is required to have in
effect a written policy regarding the use of handcuffs. Handcuffs
are to be used only when necessary for safety reasons and are
strictly prohibited from use as punishment. The handcuff policy is
to be reviewed annually.

B. Scheduling of the Major Discipline Review within five (5) business days - No
Risk of Imminent Harm- No Sanction Pending Review:

If there is no imminent risk of physical harm posed by the circumstances leading
to the Major Discipline Review, and therefore, no imposition of a sanction pending the
Review, than the Review may be convened within five business days of the alleged
incident. No sanction can be imposed upon a resident pending a Review if the Review
is held on a five (5) day timeline rather than the twenty-four (24) hour timeline. No
Behavior Report and related sanction may be imposed for the same alleged incident
which is the subject of a pending Review. If, during the period prior to the convening of
the Review, the Unit Manager consults with the Superintendent or designee and
determines that the alleged infraction may appropriately be addressed through a Behavior
Report, then the Behavior Report procedure shall be implemented and the Major
Discipline Review procedure shall be discontinued. The five (5) day Review timeline
may be used to accommodate the need to investigate a matter more fully, to gain access
to a key witness or witnesses and/or to ensure that the resident's attorney is present if
requested. There shall be no extension of the five (5) day timeline for convening a
Review unless such extension is expressly requested by the resident or the attorney for
the resident and is approved by the Reviewer.

3. Conduct of the Major Discipline Review:

A. Major Discipline Reviewer Qualifications:

All Reviews shall be conducted by the duly appointed Major Discipline Reviewer
The Major Discipline Reviewer shall be an employee of the Department of Children
Youth and Families, whose duties do not involve any other duties related to the Training
School. The Major Discipline Reviewer may be otherwise engaged in other duties for the
Department but may not have job duties which require him/her to be engaged in non
Review work at the Training School.

B. Major Discipline Review Procedures:

1. The Major Discipline Reviewer shall read and fully explain to the resident
and, where applicable, the resident's advocate, the circumstances of the
charge and/or reason for the Review.

2. The Major Discipline Reviewer shall advise the resident of his/her right to
be represented by a counselor, social worker, another resident of the
resident's choosing, or another community member or staff member of
the resident's choosing. The resident shall also be informed that he/she
may retain or use a lawyer to represent him/her at his/her own expense at
the Review.
The resident, or the resident's advocate, shall admit, deny or remain silent as to the stated charge(s). The initial statement of the resident or the resident's advocate admitting or denying the charges shall be taken by the Major Discipline Reviewer privately without the presence of the witnesses and/or staff who will present the evidence in support of the charge(s).

The resident has the right to the disclosure of the evidence against him/her at the Review and an opportunity to be heard in person and to present witnesses and documentary evidence on his/her behalf.

All questioning of witnesses shall take place in the presence of the resident. The Major Discipline Reviewer may however, make findings of fact that questioning a particular witness in the presence of the resident will jeopardize the physical safety of the witness. In the event of such a finding, the testimony of that witness only may be taken out of the presence of the resident. However the resident's advocate, if any, must still be present during any such testimony. All witnesses shall be sequestered and shall testify only in the presence of the Major Discipline Reviewer, the resident who is the subject of the Review (subject to the provisions of #5 above) and the resident's advocate, if any. The Major Discipline Reviewer shall inform the resident of his/her right to cross-examine any witness not presented by the resident and shall be allowed an opportunity to do so.

The Major Discipline Reviewer shall have the right to exclude evidence which is cumulative or is presented solely to harass or delay the Review.

The resident has the right to compel the presence of staff and/or other residents as witnesses at the Review through a request to the administration to require the attendance of such witnesses.
10. The resident shall be advised that he/she may testify, but that he/she is not required to do so. In all cases, the resident shall be advised that if s/he wishes to testify, anything s/he says may be considered by Major Discipline Reviewer as well as in future court proceedings, if any. A resident's decision not to testify shall not be considered by the Major Discipline Reviewer as an admission or indication of guilt or wrongdoing.

11. The resident shall be informed that in the event s/he is found guilty of the alleged violation(s) his/her record may be used in deciding what sanction will be imposed for the violation consistent with the requirement of progressive discipline herein. In such instances, the resident's past discipline record shall only be considered after the Major Discipline Reviewer has determined that the resident committed the alleged infraction and then, used only for purposes of weighing the appropriate penalty to be imposed. When the resident's prior discipline record is considered in the penalty phase of the Review, it shall be discussed by the Major Discipline Reviewer in the presence of the resident and his/her advocate.

12. The Major Discipline Reviewer shall apply the clear and convincing standard of proof and the burden of proof is upon the Department to show that the resident in fact committed the alleged infraction.

13. The Major Discipline Reviewer shall issue a decision in writing, immediately, but in no instances later than two days after the close of the Review.

14. The resident shall be informed by the Major Discipline Reviewer of his/her right to appeal the Review decision to the Superintendent if s/he is dissatisfied with the finding of guilt and/or the penalty imposed.

15. The Major Discipline Reviewer's decision shall include a brief summary of the evidence presented at the Review, the evidence which supports the finding(s) and the reasons for the decision and penalty imposed, if any.
The Major Discipline Reviewer shall ensure that the following information is also included in the written decision: an affirmation that the resident's disciplinary record has been reviewed and considered in arriving at the appropriate sanction, if any, and the manner in which such a review affected the sanction imposed. The Major Discipline Reviewer shall also affirm that the resident's disciplinary history was not considered in determining guilt but was only considered during the penalty phase of the Review.

16. The Major Discipline Reviewer's decision shall be provided to the resident and his/her advocate upon its completion. The resident shall be informed of his/her appeal rights on the face of the decision and orally at the time of the delivery of the decision. The resident shall be informed as to the procedure for appeal of the decision upon delivery of the decision.

17. A copy of the Major Discipline Reviewer's decision shall be placed in the resident's record.

5. **Action Which May Be Taken By The Major Discipline Reviewer.**

The actions which may be taken by the Major Discipline Reviewer are:

a. Warning and/or discussion of the incident with the resident;

b. Participation in a restorative justice meeting with the person aggrieved by the resident's conduct if another resident or member of staff has been adversely effected by the resident's conduct (this may include reasonable restitution not exceeding the value of the damaged item. Such restitution shall be based upon ability to pay and shall be taken from resident pay.)

c. Loss of a resident's points for one shift;

d. Placing a resident in his/her room for a maximum of (1) hour;

e. Extra chores homework, book reports, facility and public service assignments; for up to a maximum of five (5) days;
f. Sending a resident to his/her room before "lights-out" but not earlier
   than 8 PM limited to one night for each incident; or one hour before
   the resident's customary bedtime.

g. Loss of a resident's points for one day;

h. Loss of the second scheduled weekly visit or any special visit for one
   week;

i. Loss of one unit level;

j. Referral for clinical intervention;

k. Remand of a resident to his/her room (lockup) not to exceed the
   penalty listed in the categories specified below. No lock up in accordance
   with this procedure is to exceed five days. No resident shall be remanded
   to lock up status except in accordance with the Major Discipline Review
   Procedure set forth herein. A resident placed on lockup status shall be
   checked by staff every fifteen (15) minutes (this shall be documented in
   the unit log) and seen by his/her counselor or other clinical staff at least
   once per day while in this status. At all time when in lockup status, the
   resident shall continue to receive all medical, educational, counseling,
   psychological and psychiatric services which are court ordered and/or part
   of the resident's ITP. In addition, the resident shall continue to receive all
   basic entitlements including mail, writing materials, visits, telephone
   calls, showers, sufficient clothing, clean and sufficient bedding, personal
   hygiene supplies, gym and daily exercise, access to religious services and
   hot meals served outside the resident's room. Handcuffs are only to be
   used under special circumstances. The administration is required to have
   in effect a written policy regarding the use of handcuffs. Handcuffs are to
   be used only when necessary for safety reasons and are strictly prohibited
   from use as punishment. The handcuff policy is to be reviewed annually.

   1) Physical Assault on Staff, up to five days;

   2) Physical Assault on another resident, up to five days;
3) Sexual Assault on another resident, up to five days;
4) Use of threats, words or gestures intended to provoke residents or staff, up to two (2) days;
5) Bullying (second offense) and/or extortion by resident perpetrated by another resident, up to four (4) days,
6) Escape or attempted escape with or without resulting new charges, up to five (5) days;
7) Continued disobedience to lawful and reasonable commands of Unit staff, up to two (2) days;
8) Violation of trial home visits with resulting new charges, up to five (5) days;
9) Willful destruction of property, up to five (5) days;
10) Theft or stealing from staff or residents, up to five (5) days
11) Possession and use of marijuana and alcohol, up to three (3) days.
12) Possession and use of hard drugs, up to five (5) days
13) Possession of a weapon up to five (5) days.
14) Possession of institutional contraband, i.e. cigarettes, lighters, money, and other restricted or unauthorized items, up to three (3) days.

1. Transfer
Transfer to the Y.C.C. with prior approval of the Superintendent and a Family Court judge.
(a) No resident shall be transferred to the Y.C.C. unless he/she has been found guilty of an institutional infraction involving contraband, assaultive or behavior unauthorized absence from the Training School. For other serious infractions, such as destruction of property or larceny, other discipline procedures must have been tried and failed prior to transfer to the Y.C.C.
(b) A resident shall not be transferred to the Y.C.C. without a prior written order from the Family Court authorizing the transfer, except in the case of an emergency, in which case the Family Court shall be notified immediately and written order from the Family Court shall be obtained within thirty-six (36) hours of the transfer, weekends and holidays excluded.

(c) In determining whether a resident should be transferred to the Y.C.C. the Major Discipline Reviewer should consider the policy statement at paragraph I of this Discipline Procedure regarding progressive discipline.

(d) Review during confinement in the Y.C.C.

   (1) The confinement of a resident in the Y.C.C. shall be reviewed at least weekly by a team composed of the Superintendent or his/her designee, the Unit Manager, the resident's counselor and other appropriate personnel. The team will review the resident's progress during confinement and specifically consider whether continued confinement of the resident is necessary.

   (2) The team shall make a written summary of its weekly review. If it decides that continued confinement is necessary, it shall clearly state the rationale for its decision in its written report. The written report shall be placed in the resident's permanent file. A copy of the report shall be forwarded to the Superintendent's office for his/her immediate review.

   (3) If the team determines that continued confinement at the Y.C.C is no longer necessary, the resident shall be released from the Y.C.C.

   (4) If a resident's confinement at the Y.C.C exceeds seven (7) days, an ITP-review of the resident shall be promptly commenced.

(e) Nothing herein shall be construed to limit the authority of the Family Court pursuant to R.I.G.L. 8-10-18.
m. Administrative reclassification (extended lockup) of a Y.C.C. resident

As part of the disposition of a Major Discipline Review, after a finding of guilt for a serious infraction, and upon a written finding of the Major Discipline Reviewer by clear and convincing proof that:

1. A resident of the Y.C.C. has repeatedly eloped from the Y.C.C. or made repeated attempts to elope from the Y.C.C. or;

2. A resident of the Y.C.C. Center has established a pattern of serious disciplinary infractions that result in a clear and present threat to the safety and security of staff and/or other residents, the Major Discipline Reviewer may order a reclassification (extended lockup) of a Y.C.C. resident and may impose a lock-up of up to a maximum of fourteen (14) days. A resident placed on reclassification lockup status shall be checked by staff every fifteen (15) minutes (this shall be documented in the unit log) and seen by his/her counselor or other clinical staff at least once per day while in this status. At all times when in this lockup status, the resident shall continue to receive all medical, educational, counseling, psychological and psychiatric services which are court ordered and/or part of the resident's Individualized Treatment Plan. In addition the resident shall continue to receive all basic entitlements including mail, writing materials, visits, telephone calls, showers, sufficient clothing, clean and sufficient bedding, personal hygiene supplies, gym and daily exercise, access to religious services and hot meals served outside the resident's room. Handcuffs are only to be used under special circumstances. The administration is required to have in effect a written policy regarding the use of handcuffs. Handcuffs are to be used only when necessary for safety reasons and are strictly prohibited from use as punishment. The handcuff policy is to be reviewed annually.

3. When a reclassification is ordered by the Major Discipline Reviewer the Major Discipline Reviewer shall prepare and forward a written report to the Superintendent as an addendum to the Reviewer's decision which resulted
in the reclassification. The Superintendent shall review the report as soon as
it is submitted. Said written reclassification report shall include the
following:

a. Reasons for the imposition of the reclassification lock-up.
b. Expected duration of the reclassification lock-up.
c. Previous progressive disciplinary or corrective action taken against
   resident.

The above-referred to report shall be placed in the resident's file and shall become
permanent part thereof along with the attached Major Discipline Reviewer's decision.

6. Appeal/Review of Major Discipline Review Decision:

A. Appeals
(1) Any resident has the right to appeal to the Superintendent or
designee the findings made, the procedures used, or the sanctions imposed
by a Major Discipline Review. If the resident desires to file an appeal and
would like help in that regard, the Reviewer shall assist him/her.
(2) The Superintendent or designee shall review the findings,
procedures and sanctions of the Major Discipline Review within twenty
four (24) hours of the Review decision.
(3) Within twenty-four (24) hours after the resident appeals a Major
Discipline Review decision, the Superintendent or designee shall notify
the resident as to the outcome of the appeal.

B. Veto Power of Superintendent
(1) The Superintendent or designee has a right of veto over all decisions
and sanctions imposed pursuant to the Behavior Report Procedure.
(2) The Superintendent or designee has a right of veto-over all decisions
and sanctions imposed pursuant to the Major Discipline Review
Procedure.
(3) In either instance the Superintendent or designee may decrease but
may not increase any sanction imposed.

(4) The Superintendent or designee may exercise his/her veto power
whether or not the resident has chosen to appeal from the finding and
sanction of the Major Discipline Review.

(5) The Superintendent or designee may exercise his/her veto power at any
time during the Major Discipline Review process.

(6) If the Superintendent or designee exercises the veto power provided
herein, he/she shall state the reasons for same on the Discipline process
forms and shall provide for the proper distribution of said forms.

C. The Superintendent or designee shall review daily all residents confined to
lock-up status.

D. Whether or not a resident takes an appeal from a Major Discipline Review
decision, the Superintendent or designee shall review the Review
disposition within 72 hours and shall exert a reasonable effort to conduct
said review within twenty-four (24) hours of the decision. The purpose of
such review is twofold: first, to determine if the outcome is appropriate
and to revise the outcome if inappropriate; second, to determine whether
particular staff members are routinely or habitually initiating Major
Discipline Review procedures in a manner or pattern which calls into
question the appropriateness of the use of the Review procedures by such
staff members.

7. Notice to staff:

A. Implementation of Sanction

(1) Supervisory staff shall check the logbook and Discipline File Book at the
beginning of each shift to ensure adherence to and consistency with any Major
Discipline Review action.
a) Staff shall be notified of the Major Discipline Review decision by the Major Discipline Reviewer who shall forward a copy of the Review decision to the Unit upon completion of the Review.

b) A copy of the Major Discipline Review decision shall be filed in a folder entitled "The Discipline File Book" and shall be kept in a location designated by the Unit Manager.

c) The supervisory staff member who received a copy of Major Discipline Review decision shall record in the Unit Log Book all restrictions and lock-up if any.

(2). Major Discipline Review Decision

a.) The Major Discipline Reviewer has the responsibility to ensure that each corresponding copy of the initial incident report and ultimate Review Decision have been properly distributed and/or filed in the appropriate area.

b.) The copies shall be distributed as follows

1) Initial incident report
   (a) Resident's copy (time of incident)
   (b) Superintendent/Resident's File
   (c) Discipline File Book
   (d) Unit Restriction Book

2) Major Discipline Review Decision
   (a) Resident's Copy (following Hearing Review)
   (b) Superintendent/Resident's File
   (c) Discipline File Book
   (d) Unit Restriction Book

D. DISCIPLINARY PROCEDURE - FURNISHED TO ALL STAFF AND RESIDENTS
A copy of the Disciplinary Procedure shall be provided to all staff and to every resident of the Rhode Island Training School Juvenile Detention Center and Juvenile Women's Offender Program upon admission.

E. COLLECTION OF DATA CONCERNING IMPLEMENTATION OF THE DISCIPLINARY PROCEDURE

In order to ensure that this Disciplinary Procedure is being consistently and fairly applied and that the Behavior Report and Major Discipline Review Procedure mechanisms are being appropriately utilized, the Superintendent shall collect and chart the following data each month: the nature of the violation(s) alleged, the name of the resident(s) and staff, if any, involved in the incident(s) and reporting the incident(s), whether the incidents was/were handled through the Behavior Report or Major Discipline Review Procedure mechanism(s) and the sanction(s) imposed. The Superintendent shall chart the data collected and note any conclusions reached after analyzing the date; for example, whether the Behavior Report mechanism is not resorted to where appropriate, whether there are patterns of certain staff alleging incidents that do not occur as frequently where other staff provide resident supervision, whether sanctions are being consistently and fairly applied, and other information indicating whether the Disciplinary Procedure is being implemented as provided herein. Where the data reveals that the Disciplinary Procedures are not being accurately or fairly applied, corrective action shall be immediately taken and a written record of same shall be made by the Superintendent. The corrective action reports shall be kept with the charting of monthly data.
APPENDIX B

CLASSIFICATION AND TREATMENT PLAN

I. GOALS AND OBJECTIVES:

This plan outlines methods and procedures for providing comprehensive treatment services for residents of the Training School and Detention Center in accordance with Chapter 42-56 of the Rhode Island General Laws of 1956 as amended. Preadjudicated juveniles detained at the Detention Center are specifically excluded from those provisions of this plan pertaining to the creation of an Individualized Treatment Plan and periodic reviews, and ongoing medical, dental and psychiatric treatment and educational programming. These residents shall, however, have a preliminary medical screening as set forth in II.A- infra- and access to all medical, dental or psychiatric services as needed. Those preadjudicated juveniles whose anticipated stay will extend beyond thirty (30) days will participate in all appropriate phases of the classification and treatment plan.

Implementation of the individual plans involving community based resources shall be accomplished pursuant to Family Court approval where required.

Medical, psychiatric, psychological, social work and counseling services shall be provided in accordance with the following goals and objectives:

1) To prepare a physical, psychological, social and mental health profile for each resident;

2) To administer a comprehensive physical examination for all residents,
including a neurological examination if determined necessary by a physician, and psychological examinations where necessary in accordance with the requirements of this plan;

3) To provide programs for routine and emergency physical and mental health are for all residents;

4) To identify and treat health problems, which if left untreated would hinder rehabilitation;

5) To rehabilitate the total person by addressing his/her physical, psychological, social, educational and vocational needs:

6) To deliver coordinated health and rehabilitative services and to present recommendations to the Family Court for treatment programs for adjudicated residents including recommendations, when deemed appropriate by the Treatment Team, for alternate programs such as Temporary Community Placement.

These goals and objectives shall be set through the formulation of individualized treatment plans for adjudicated residents and for those in special circumstances, cited above. Wherever appropriate, clinical and/or managerial and medical staff working with a resident shall make every possible effort to include his/her family or parent substitutes and/or surrogate parents for special education purposes. Each resident not placed in a community program while at the Training School shall be offered a full day of programs and activities to prepare him/her for release to off-grounds programs and ultimate release to the community. Individualized treatment planning is governed by a set of policies and procedures enunciated below.
APPENDIX B

DIAGNOSTIC EVALUATIONS/INDIVIDUAL

TREATMENT PLAN AND PERIODIC REVIEW

Each resident shall be interviewed by direct care staff immediately upon admission and as soon as practical by clinical and/or managerial staff. Any resident whose offense, behavior subsequent to admission, or whose records indicate potential or previous psychiatric or mental health problems, shall be seen by a psychiatrist within forty-eight (48) hours of admission. Weekend admissions shall be seen on the following weekday.

The determination of whether or not a psychiatrist is needed shall be so noted on the intake form by the direct care, clinical or managerial staff. If there is a need for psychiatric interview, the clinical or managerial staff shall make the referral immediately to the Clinical Director or his/her designee or Coordinator of Clinical Services. A complete written report will be made by the psychiatrist within two (2) weeks of the psychiatric interview.

The initial intake process occurs during a seven (7) to ten (10) day period. During this period information is gathered by the Unit Manager and social worker to formulate a preliminary profile of the resident. All relevant contacts are established and information dealing with the resident's social history, family background, education/academic achievement behavioral observations, medical history, agency interaction and other pertinent data shall be gathered. Clinical staff consisting of psychologists, a psychiatrist and/or other resource staff are to be contacted to begin preliminary diagnostics evaluative
and therapeutic assessments. The Clinical Director shall also determine the need for any
evaluations to be conducted prior to the first treatment team meeting.

During the initial intake process, the resident is to be placed in an
academic/vocational program, is to participate in gym and recreation programs and is to
be integrated into daily unit life. Intensive orientation programs and counseling sessions
are to be carried out with the resident during this period.

The intake process shall be commenced immediately upon admission and shall be
completed no later than the date of the initial Treatment Team meeting. The
intake process shall be an opportunity for direct care staff, managerial staff,
clinical staff, the Clinical Director and the Coordinator of Clinical Services to
assess what evaluative information is needed for each resident in order to conduct
a meaningful initial Treatment Team meeting within thirty days of admission.
An analysis must be made during this period as to what further data is needed
such as psychological testing, psychiatric examination, educational profiles, and
neurological examination. The type, nature and extent of psychological and
psychiatric reports is determined by history of previous testing, behavioral
observation and assessment. All residents will receive a mental health
assessment during this intake process.

A. INTEGRATION OF SERVICES AND INDIVIDUALIZED
   TREATMENT PLAN

There shall be a Treatment Team meeting held within thirty (30) days of
admission. At this meeting, the Treatment Team examines all material gathered during
the intake process and discussed above so that treatment planning can commence.
Chaired by the Superintendent or Clinical Director, or their clinical designee, this
meeting shall also be attended by the Unit Manager, a member of the
education/vocational staff, the Clinical Director, or Clinical designee, Clinical Social
Worker, a Juvenile Program Worker, the resident, the resident's parent(s) or guardian(s),
and other resource personnel including, as appropriate, a psychiatrist, a psychologist, a
physician and other supervisory and transition staff.
Prepared material presented at this meeting shall include a social history, family
background, educational/vocational information, behavioral observations, medical history
and, if applicable, psychological, psychiatric and neurological reports, and any other
information determined necessary.
The development of the plan shall include consultation with the resident and,
where appropriate, with his/her family or substitute parents. The consultation with the
resident shall include an explanation of the academic and/or vocational programs for
which the resident is believed qualified and the criteria for admission to programs for
which the resident is not yet qualified. In addition, the resident will be told the pattern of
behavior required for participation in any off-grounds program. When appropriate, the
resident will attend the Treatment Team meetings so that he/she becomes an active
participant in the design of the treatment plan.
B. INDIVIDUALIZED TREATMENT PLAN
A written, individualized treatment plan shall be developed at the Treatment
Team meeting and maintained for each resident, outlining academic and/or vocational
programs and various treatment services as planned. Residents eligible for special
education shall have their IEP initially developed or reviewed at the Treatment Team
meeting. The development of the Individualized Treatment Plan (ITP) and the
Individualized Education Plan (IEP) shall be coordinated and provide a comprehensive integrated plan. Both the ITP and IEP (where applicable) shall be reviewed and revised if appropriate at the bi-monthly review meetings described in section (c). Whenever a resident's IEP is due for its annual review, such annual review shall be scheduled to be held in conjunction with review of the ITP at a bi-monthly review. The Unit Manager is responsible for overseeing the implementation of a resident's comprehensive plan and for bringing it to the attention of appropriate staff. The ITP plan shall contain at least the following:

1)  A summary of the resident's Family/Social History to include relationships with parents/caretakers, history of family functioning and structure, relationships with family members and significant others, significant losses, past legal history, and traumatic experiences. (To be completed by Unit Clinical Social Worker)

2)  A summary of past treatment and placements and identification of current mental health needs. (To be completed by Unit Clinical Social Worker)

3)  A substance abuse history summary. (To be completed by Unit Clinical Social Worker)

4)  The resident's behavior in and adjustment to the living unit. (To be completed by the Unit Manager)

5)  An assessment of the resident's personal and social strengths and weakness. (To be completed by Unit Clinical Social Worker)
6) A summary of the resident's educational and vocational history to include current grade level and functioning. Special Education status (with relevant Individual Education Plan summary), educational goals, vocational goals, and tentative plans for transition to a community school system. (To be completed by RITS Education Department administrator or designee)

7) A summary of the resident's medical history and current medical needs. (To be completed by RITS Clinic Nurse)

8) A summary of the resident's current and proposed program participation during his/her stay at the RITS, including specific reference to expectations for parental and family involvement in the resident's program. Such program summary shall include, but not be limited to, a description of expected participation in counseling, substance abuse programming (where appropriate), sex offender treatment (where appropriate), academic and vocational programming. Such program summary shall also include specific outcomes to be achieved by the resident and measures of the effectiveness of the programming in which the resident is participating. (To be completed by Unit Clinical Social Worker)

9) A summary of the resident's Discharge/Transition needs, goals and objectives to include current and tentative plans in the following areas: living arrangements, education, employment/job training, medical,
mental health, community support, family support, and further DCYF involvement (probation, residential placement, etc.). This summary will be written by the Unit Clinical Social Worker from information provided by the Unit Manager, Clinic Nurse, RITS Education Department Administrator or designee, and any other appropriate transitional personnel.

10) A detailed specific and comprehensive discharge plan, including a description of transition and after care programming (where appropriate) for the resident. The discharge plan shall include criteria for program completion and release and/or criteria for transition to a less restrictive program placement. This aspect of the discharge plan shall be included in each Treatment Plan and regularly updated with the ITP at bi-monthly review meetings.

C PERIODIC REVIEW AND RE-EVALUATION/ TREATMENT TEAM

Not less than every two (2) months or more often on an as needed basis, the Treatment Team described above shall meet again to review and re-evaluate the treatment program for a particular resident. A written summary of findings and the basis thereof shall be maintained. Progress in locating community placements for the residents and in providing other services prescribed in the resident's initial treatment plan shall be recorded. At each review meeting, any change in plans with reasons shall be recorded. At least ninety (90) days (or sooner if appropriate) and not less than sixty (60) days prior to the resident's anticipated end of sentence, there shall be a treatment team meeting which
shall be specifically designated as a transition planning meeting. In addition to treatment
team members, others deemed necessary to coordinate discharge plans shall attend. This
may include probation staff, outreach and tracking staff, community support agencies,
and any other appropriate person or agency. The purpose of this meeting is to delineate
transition needs and to begin coordination of services that the resident will receive in the
community. Where the Treatment Team concludes that the resident has critical treatment
needs which cannot be met at the Training School or if the resident has completed all
required programming and has suitable discharge/transition plans in place, they, shall
follow the procedure set forth below:

In accordance with its findings, the Treatment Team shall transmit
a recommendation to the Superintendent along with a report including the
post-release plan summarizing the resident's progress at the Training
School, specifying any community placements that the resident will be
able to participate in upon release, noting where the resident will live upon
release and what after care programming, (if appropriate) the resident will
receive, and setting out the grounds for the recommendation. These review
meetings are chaired by the Superintendent and/or the Clinical Director or
Clinical designee. Based on these bi-monthly or more frequent reviews,
the Superintendent may petition the Family Court to consider the release
of the resident from the Training School. Such petition may also include
the placing of the resident on Temporary Community Placement (TCP).
D. YOUTH CORRECTIONAL CENTER

At each bi-monthly or more frequent review meeting for a resident placed in the YCC, the Treatment Team shall expressly address and record whether it is necessary for the resident to continue to be confined in the YCC. If continued confinement in the YCC is recommended, then the specific steps and criteria necessary for the resident to be recommended for transfer out of the YCC shall be included in the resident's ITP. Whatever the Treatment Team's recommendation, the Superintendent shall review the case and act upon the Treatment Team recommendations, including, when appropriate, petitioning the Family Court for transfer of the resident out of the YCC or effectuating such transfer administratively.

II. MEDICAL SERVICES

A. PHYSICAL CARE

A particular resident's need for medical care shall be determined by qualified medical personnel. The Clinical Director shall have the responsibility and authority to supervise and coordinate the provision of all medical, dental and mental health services. Each resident shall have access at all reasonable times to the services of a physician or psychiatrist of his choosing provided that the Training School shall not be responsible for reimbursing the private physician engaged by the resident, his/her parents or guardians for any of the services provided.
All residents shall have access to medical staff on a daily basis. A registered nurse shall be available from 7:00 a.m. to 11:00 p.m., seven (7) days a week for routine medical care.

Medical staff shall maintain a daily log which details attendance at sick call, medications dispensed, treatment administered and referrals made. This information will be entered into a resident's medical file for evaluation by the treatment planning team, as required.

Each resident shall be given a preliminary medical screening by the registered nurse within twenty-four (24) hours of his/her admission or return from escape. At this time, an initial medical history will be taken to alert the physician of any unusual medical problems.

Should a resident suffer from a mental or physical condition requiring services not normally available at the Training School, it shall be the responsibility of the Superintendent to provide for the appropriate services.

Excluding those admitted on weekends who will be seen on the following working day, each resident shall be given a comprehensive medical examination by a qualified physician within forty-eight (48) hours of his/her admission. Additionally, all residents whose stay extends beyond one (1) year shall be given a comprehensive medical examination annually. The elements of these examinations shall include, but not be limited to:

1) Immunizations as recommended by the Rhode Island Medical Society Advisory Committee in accordance with accepted medical standards;
2) Examination of vision and hearing;
3) Medical history, both physical and mental;
4) Blood profile;
5) Urinalysis;
6) Screening for sexually transmitted diseases and/or venereal disease, and screening for drug use;
7) Other tests or screenings, as indicated, including screening for sickle cell anemia and other genetic diseases;
8) Consideration shall be given as to the need to perform a neurological examination.
9) Gynecological services will be made available where appropriate in the judgment of an examining physician.

B. PRIMARY PHYSICIAN

A physician or physicians shall be on site at least two (2) hours a day, four (4) days a week. In addition, a physician or physicians shall be on call twenty-four (24) hours a day, seven-(7) days a week.

Residents who have not been under active care of a physician while at the Training School and those who have been residents for terms longer than six (6) months shall be given a physical examination at discharge. Additionally, those with diagnosed medical problems shall be examined by the physician at release to determine whether treatment plans as they pertain to health care have been completed.
C. **DENTAL SERVICES**

Within seven (7) days of admission, and approximately every six (6) months, each resident shall be given a prophylactic dental/oral health examination and shall receive dental/oral hygiene care. A qualified dentist shall be available to the residents as needed. Emergency dental care shall be provided to each resident as well as corrective, as opposed to cosmetic, work when immediate care is prescribed by the qualified dentist. Those residents who have been at the Training School at least six (6) months shall have a discharge dental/oral health examination.

D. **DIETARY SERVICES**

Dietary services shall be directed by the Administrator as assisted by a consulting dietician, who will prepare the menus. It shall be their responsibility to meet the dietary needs of the general population and to provide special diets when medically or otherwise indicated.

E. **LABORATORY**

The services of a clinical laboratory that meets the hospital accreditation standards of the Joint Commission on Accreditation of Hospitals shall be available to the Training School.

F. **MEDICATION**

No prescribed medication shall be administered unless by written order of a qualified physician. Other medication may be administered upon the order of a qualified
registered nurse who shall promptly thereafter notify the primary physician. The use of
medication shall not exceed standards prescribed by federal and state law.

Notation of each resident's medication shall be kept in his/her medical record. The
medication regimen of each resident shall be reviewed periodically by the primary and/or
prescribing physicians. All medication shall be administered only by authorized
personnel and under controls and guidelines established by the individual responsible for
coordinating medical and mental health personnel in consultation with the staff
physicians. No medication may be administered intramuscularly without attempting to
utilize oral medication unless ordered otherwise by the physician or psychiatrist in the
case of each such instance of intra-muscular administration.

The Clinical Director shall maintain a separate log of all instances of residents
being administered medication as a chemical restraint and no such administration shall
occur without the prior written approval of the Clinical Director and as duly prescribe
by a physician, and in accordance with procedures and standards adopted by the Joint
Commission for Accreditation of Hospitals.

III. PROGRAMS:

There shall be available a full spectrum of appropriate programming for residents,
full participation in which shall enable each resident to complete an actively engaged full
day of programming. Such programs shall include but not be limited to, as appropriate:
substance abuse treatment, sex offender treatment, anger management -programming, life
skills programming, parenting instruction, computer literacy programming, violence
prevention programming, conflict resolution programming, physical exercise and
recreational programming, and a full range of academic and vocational programs for both secondary education and post secondary education.

IV. STAFF:

There shall be available sufficient appropriately qualified staff, including medical and mental health personnel, to furnish competent and individual attention to residents and when appropriate, to their families. All employees who provide treatment services to residents shall have had or shall be given specialized training in the care and treatment of children or adolescents.

A full time clinical director who is a qualified psychiatrist, a clinical psychologist with a Ph.D. and a clinical designee (a mental health professional with at least a Master's degree) and a clinical social worker per unit and unit manager per unit shall be employed. The clinical social worker shall have a Master's degree in clinical social work. The unit manager and all administrative staff, shall have a Master's Degree in psychology, clinical social work, counseling, human services or related field. These individuals shall work with all other staff at the Training School and appropriate community resources to assist the Treatment Team in developing an individualized treatment plan for each resident. This staff shall assist in providing staff training, diagnostic and referral services as well as direct services to individual residents and shall assist in the development of programs.

One individual, the Clinical Director, shall coordinate the services of all the medical and mental health personnel relative to the individualized treatment plan. In addition, intake and aftercare counselors shall be assigned to each resident.
1) Records regarding any physical, emotional, linguistic, communication, dietary, religious or other special needs which must be taken into account in planning for and daily services for the resident.

VI. STAFF TRAINING AND EVALUATION:

An ongoing in service staff training program shall be established and conducted for all staff which is designed to ensure the effectiveness of all personnel in complying with their various responsibilities in order to provide maximum treatment opportunities for residents within the context of custody and security and to generate a personal involvement of the entire staff in the rehabilitative process. The mental health personnel described in Section III will assist in the development and implementation of staff training programs, and will also be responsible for developing a mechanism for evaluating the overall effectiveness of treatment programs. The administration, managerial, and supervisory staff of the Training School shall ensure that all staff participate in a minimum of twenty (20) hours of training per year or such amount otherwise required by statute.

VII. ADVISORY COMMITTEE:

The Director of the Department of Children, Youth and Families, in conjunction with the Rhode Island Medical Society will establish a committee which shall include qualified physicians and psychiatrists or psychologists not employed by the Department who shall periodically review the medical and mental health programs of the Rhode Island Training School. This advisory committee shall be appointed by the Director of Children, Youth and Families and shall report their findings to him/her and to the
5) A copy of the Initial Individualized treatment plan and any subsequent modifications thereto;

6) A copy of all formal Treatment Team reports concerning the resident, including the written record of the monthly and other periodic evaluations of the resident by the interdisciplinary team;

7) Name, address, and phone number of the attorney of record of the resident;

8) A residence report which details staff observations of the resident's behavior and activities. These are other than disciplinary reports and record staff resident and resident/resident interaction, participation in work programs, recreation, and so on;

9) Disciplinary reports which contain information on the circumstances and the nature of the complaint, the disposition of the case and the restriction, if any, to be followed;

10) Release plans which include reports detailing treatment plans for juveniles upon release to the community;

11) Psychological/psychiatric reports which include results of projective, attitudinal, subjective, personality and other psychological tests and summary reports of psychiatric interviews. Recommendations for extended clinical involvement and additional special testing will also be filed. For those residents involved in treatment with clinical staff progress reports will be filed on a monthly basis.
V. RECORDS:

There shall be a standardized record-keeping system, to be developed by the Superintendent, utilized in all facilities and programs at the Training School. With the exception of certain health records, which shall be maintained in the medical unit, all records shall be maintained in centrally located offices. Training School staff shall maintain these records and ensure that they are complete, accurate and up to date. A computerized record-keeping system shall enable RITS and DCYF to track such information as recidivism rates and resident demographics.

A. CONTENTS OF CENTRAL RECORDS

In addition to records maintained in individual departments, including the medical department which shall have a medical record for each resident readily accessible to medical personnel, there shall be a central record for each resident that shall contain the following information, as it becomes available:

1) Identification data, including the resident's family and legal guardians and the terms of the resident's commitment to the Training School.

2) Family History, including intrafamilial interactions and socio-economic factors, such as a second language, ethnic, environment and economic backgrounds.

3) Report of educational evaluation;

4) The results of special consultations, including medical, either signed or authenticated by the consultant;
Superintendent. Among the committee's responsibilities shall be the development of an evaluation mechanism to ensure review of the appropriateness and effectiveness of all treatment programs and personnel and any research projects, including goals and procedures.

VIII. CRITERIA AND PROCEDURES FOR IMPLEMENTATION OF TREATMENT MODALITIES:

All medical treatment programs shall be implemented only with the direct approval of and supervision by the Clinical Director. No experimental research or treatment involving a resident shall be performed, which is not specifically for the diagnosis or treatment of that resident's disorder(s). This does not, however, preclude data compilation and academic research.

No resident shall become a participant in any psychotherapy program unless that resident has been screened for participation in the program by a qualified psychologist or psychiatrist. The need for a protective order concerning the content of mental health treatment shall be addressed with the Family Court as needed to facilitate the participation of residents in mental health treatment.
APPENDIX C

PHYSICAL EDUCATION AND DAILY EXERCISE

The defendants shall, at a minimum, provide to all residents the following opportunities for daily exercise, physical recreation and physical education, health permitting:

a) There shall be at least two hours daily of organized physical exercise, physical recreation and/or physical education outdoors, weather permitting, or in the gymnasium of the training school. One of these two hours of daily organized physical activity may be provided during the course of the school day as part of the school program. When such physical education is so provided in the course of the school program, then this hour shall be counted toward the requirement of two hours of physical activity daily. When no physical education is provided in the course of the school program (such as on weekends or holidays) the two-hour minimum requirement must be provided outside the context of the school program.

b) The defendants shall maintain sufficient gymnasium facilities to provide all residents with the minimum two hours per day of organized physical exercise, physical recreation and/or physical education even in the event of inclement weather. This means that sufficient gymnasium facilities shall be maintained to provide each resident with scheduled time in the gymnasium facilities for two hours per day.

c) Consistent with Appendix A regarding discipline, residents who are in lock up status shall be provided with the minimum two hours of physical exercise, physical recreation and/or physical education as provided herein.
APPENDIX C – Cost Proposal Budget Template

Note: The Microsoft Excel version of this template is included as an attachment to this RFP. The images included in this appendix represent snapshots of the relevant portions of that document. Offerors shall complete all tabs of the RFP to ensure that all costs for each proposed year of service are included.

Table 1: Cost Summary
Table 2: Cost Element A, Labor (furnish for each proposed year of service)

<table>
<thead>
<tr>
<th>Role / Labor Category</th>
<th>Direct Hourly Labor Rate in US Dollars (USD)</th>
<th>Overhead Rate (%)</th>
<th>Overhead Amount (USD)</th>
<th>General &amp; Administrative (G&amp;A) Rate (%)</th>
<th>G&amp;A Costs (USD)</th>
<th>Fee Rate (%)</th>
<th>Fee (USD)</th>
<th>Total Hours Labor Cost</th>
<th>Labor Fee</th>
<th>Total Labor Price (Cost + Fee)</th>
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Table 3: Cost Element B, Materials *(furnish for each proposed year of service)*

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<tr>
<th>Material Description</th>
<th>Estimated Material Cost</th>
<th>Material Handling (MH) Rate (%</th>
<th>MH Costs (USD)</th>
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Total Material Costs $ -

Table 4: Cost Element C, Other Direct Costs (ODCs) *(furnish for each proposed year of service)*

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<tr>
<th>#</th>
<th>ODC Description</th>
<th>ODC Cost</th>
<th>G&amp;A Rate Rate (%)</th>
<th>G&amp;A Costs (USD)</th>
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Table 5: Cost Element D, Indirect Costs *(furnish for each proposed year of service)*

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APPENDIX D – 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 shutdown 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 shutdown 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 subcontract(s) 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 in 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 ASSURANSES. 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

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:

<table>
<thead>
<tr>
<th>STATE OF RHODE ISLAND:</th>
<th>CONTRACTOR:</th>
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<tr>
<td>Department of Children, Youth and Families</td>
<td>AGENCY</td>
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<td>SIGNATURE</td>
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ADDENDA

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

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

REQUEST FOR PROPOSAL / SCOPE OF WORK
ADDENDUM II

BUDGET
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)
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, methamphetamine, 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.


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

SIGNATURE: ______________________________________

TITLE: ______________________________________

DATE: ______________________________________
ADDENDUM XVI

BID PROPOSAL
ADDENDUM XVII

CORE STAFF POSITIONS

Department’s Project Officer:

Department’s Financial Officer:

Contractor’s Project Officer:

Contractor’s Financial Officer:
ADDENDUM XVIII

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**

<table>
<thead>
<tr>
<th>Agency Contact Name</th>
<th>Agency Contact Telephone</th>
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</thead>
<tbody>
<tr>
<td>Sub-Award Program Name</td>
<td>Agency Contact Email</td>
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<tr>
<td>Sub-Award Program Description</td>
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<table>
<thead>
<tr>
<th>Federal Award Information</th>
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</thead>
<tbody>
<tr>
<td>Federal Program Name</td>
<td>Federal Awarding Agency</td>
</tr>
<tr>
<td>Federal Award Number</td>
<td>Date of Federal Award</td>
</tr>
<tr>
<td>Award Type</td>
<td>CFDA Number</td>
</tr>
<tr>
<td>Prime Agency DUNS +4</td>
<td>Amount Obligated from this Award</td>
</tr>
</tbody>
</table>

| Is sub-award funded by more than one federal award? | Yes * | No |

**Section 2: Sub-Awardee Information**

<table>
<thead>
<tr>
<th>Sub-Awardee DUNS+4</th>
<th>System for Award Management Registration</th>
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</thead>
<tbody>
<tr>
<td>Sub-Awardee Name (as registered in DUNS)</td>
<td>Sub-Awardee Address (as registered in DUNS)</td>
</tr>
<tr>
<td>Number and Street</td>
<td>Number and Street</td>
</tr>
<tr>
<td>City</td>
<td>City</td>
</tr>
<tr>
<td>State</td>
<td>State</td>
</tr>
<tr>
<td>ZIP+4</td>
<td>ZIP+4</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Executive Compensation† (to be completed by sub-awardee)</th>
</tr>
</thead>
<tbody>
<tr>
<td>In preceding fiscal year, did federal funds from all sources make up more than 80% of agency budget?</td>
</tr>
<tr>
<td>In preceding fiscal year, did your agency receive more than $25 million in federal funds?</td>
</tr>
<tr>
<td>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?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Official Name</th>
<th>Compensation Amount</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Compensation Amount</td>
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<td>Official Name</td>
<td>Compensation Amount</td>
</tr>
<tr>
<td>Official Name</td>
<td>Compensation Amount</td>
</tr>
</tbody>
</table>

† 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.


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.

1. 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