



**Solicitation Information
November 27, 2018**

RFP # 7597654

TITLE: Voluntary Extension of Care Enhanced Case Management Services for the RI DCYF

Submission Deadline: January 3, 2019 at 10:00 AM Eastern Time (ET)

PRE-BID/ PROPOSAL CONFERENCE: No

MANDATORY:

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

DATE:

LOCATION:

Questions concerning this solicitation must be received by the Division of Purchases at David.Francis@purchasing.ri.gov no later than **December 7, 2018 at 10:00 AM ET**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

BID SURETY BOND REQUIRED: No

PAYMENT AND PERFORMANCE BOND REQUIRED: No

**David J. Francis
Interdepartmental Project Manager**

Note to Applicants:

- Applicants must register on-line at the State Purchasing Website at www.purchasing.ri.gov
- Proposals received without a completed RIVIP Bidder Certification Cover Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION COVER FORM

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SECTION 1. INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Department of Children, Youth and Families (“DCYF”), is soliciting proposals from qualified firms to provide services consistent with enhanced case management for the successful implementation of the Voluntary Extension of Care to help youth transition into adulthood successfully, in accordance with the terms of this Request for Proposals (“RFP”) and the State’s General Conditions of Purchase, which may be obtained at the Division of Purchases’ website at www.purchasing.ri.gov.

The Department anticipates the initial contract period will begin between April 1, 2019 and July 1, 2019 for three years. Contracts may be renewed for up to one (1) additional 12-month period based on vendor performance and the availability of funds.

There may be more than one successful vendor, and the award may be made to multiple responsive vendors in accordance with the terms of this RFP.

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

Instructions and Notifications to Offerors

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFP are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content, shall be borne by the vendor. The State assumes no responsibility for these costs even if the RFP is cancelled or continued.
4. Proposals are considered to be irrevocable for a period of not less than 180 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated in the proposal.
6. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Subcontracts are permitted, provided that their use is clearly indicated in the vendor’s proposal and the subcontractor(s) to be used is identified in the proposal.

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

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

9. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
10. By submission of proposals in response to this RFP vendors agree to comply with R. I. General Laws § 28-5.1-10 which mandates that contractors/subcontractors doing business with the State of Rhode Island exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

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

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

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

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

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

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

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

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

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

protected health information. Therefore, if a Contractor qualifies as a business associate, it will be required to sign a HIPAA business associate agreement

SECTION 2. BACKGROUND

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

In June of the 2018, the Rhode Island Legislature passed what has come to be known as the "Voluntary Extension of Care (VEC) Act" HB 7200; Public Law 2018, Chapter 47, Article 15. The federal legislation that enabled states to elect a VEC program is The Fostering Connections to Success and Increasing Adoptions Act of 2008 (H.R. 6893/P.L. 110-351).

The Rhode Island DCYF is requesting offers from qualified and responsible vendors to assist the Department in meeting it's responsibility in implementing the Voluntary Extension of Care Program and to ensure that older youth who are, or were in the care and custody of DCYF are provided the tools, resources and opportunities to increase the likelihood that they will achieve permanency and self-sufficiency as they successfully transition from DCYF care into adulthood and in accordance with the legislation recently passed.

The Voluntary Extension of Care Program created as a result of this Rhode Island legislation, gives older youth/young adults in DCYF Foster Care who have not achieved permanency at age 18 to choose to voluntarily stay under the care and supervision of DCYF and the Family Court until their 21st birthday. Youth and Young adult participants must sign a Voluntary Extension of Care Placement Agreement with DCYF which states what is expected of the youth/young adult.

The VEC program and legislation provides that a permanency plan must be created for the youth, and that the Department must document reasonable efforts made by the Department and the young adult to finalize a permanency plan that addresses the goal of preparing the young adult for independence and successful adulthood. Rhode Island General Law 40-11-12.5 (a) provides that these services include but are not limited to housing assistance, to obtain supervised independent living arrangements, shared living arrangements or extended foster and kinship care: education, vocational assessment, job training and employment plan needed to transition the young adult to self-sufficiency: assisting the young adult in obtaining educational goals: a job, employment /vocational skills: any other services and supports that will support that will assist the young adult in accessing available services; applying for public benefits; acquiring important documents, such as ID card, driver's license, birth certificate, social security card, health insurance card, medical records; attending to physical and mental health needs; maintaining relationships with individuals who are important to them and acquiring information about siblings and other maternal and paternal relatives.

While the Department will have primary responsibility for case management services to assist the eligible youth with the above described services, the Department is seeking, services from the successful vendor (s) through this RFP for time limited Enhanced Case Management (ECM)

services to further assist the eligible youth after being referred to the successful vendor by the Department.

Services generally are designed to help youth obtain job training, education, a stable living environment, and transition into adulthood. These services are also required through The Federal Foster Care Program which helps to provide safe and stable out-of-home care for children until the children are safely returned home, placed permanently with adoptive families or in other planned arrangements for permanency.

2.1 Description of Population

Youth that have been in the child welfare system are at heightened risk of hardship during their transition to adulthood. They often lack relationships adults or have strained relationships with family, if a relationship exists at all. These youth struggle with maintaining safe and stable housing, have challenges finding and maintaining employment, difficulty securing the resources to pay for school, and, often find themselves with unresolved or unaddressed mental health issues that are a result of early trauma with their families and from the child welfare system.

DCYF is responsible for ensuring the opportunity for youth and young adults who are eligible for the federal Chafee Foster Care and Independence Act Program to access youth development and support services focused on insuring their successful transition to adulthood

This RFP will target the following youth/young adults:

- Youth who were adopted or entered into a kinship guardianship through DCYF at age 16 or older;
- Youth and young adults in foster care who have a dependency, abuse, neglect or miscellaneous petition pending before the Family Court, who have reached their 18th birthday and who choose to participate in VEC. Including youth whose parents have had their parental rights terminated but the youth has not been adopted or placed in guardianship before the youth's 18th birthday. This may further include the following:
 - Youth and young adults identified by DCYF as seriously emotionally disturbed but who do not require an institutional level of care and who are unlikely to qualify for Behavioral Healthcare, Developmental Disabilities and Hospitals (BHDDH) services;
 - Youth and young adults exiting the Rhode Island Training School at age 18 or 19 for whom DCYF has filed a dependency petition in Family Court and who choose to participate in the VEC Program;
 - mild development challenges unlikely to qualify for BHDDH services,
 - behavioral health challenges unlikely to qualify for BHDDH services,
 - having a history of involvement with commercial sexual exploitation,
 - having a history of unadjudicated or adjudicated sexual offending, and
 - those not otherwise described, that DCYF identifies as needing Enhanced Case Management (ECM) services.
- Youth who as of July 1, 2018 were active participants in Youth Establishing Self-Sufficiency Services (YESS) program. YESS Aftercare Services is a program related to the Consolidated Youth Services contract funded by the Department of Children, Youth and Families (DCYF).

The three tables below provide a snapshot of children in youth exiting out of home placements by aging year from FY15-FY18.

**Number of Children Discharged from Rhode Island Department of Children, Youth & Families (RI DCYF)
Out-of-Home Placement, by age and year, FY15-FY18**

Table 1. Number of children discharged from RI DCYF out-of-home placement by year of discharge.

| | FY15 | FY16 | FY17 | FY18 |
|---|------|------|------|------|
| Number of children exiting RI DCYF care | 1207 | 1313 | 1118 | 1082 |

Table 2. Number of children discharged from RI DCYF out-of-home placement, by age at discharge and year of discharge.

| Age at exit | FY15 | FY16 | FY17 | FY18 |
|-------------|------|------|------|------|
| 0-5 years | 405 | 445 | 414 | 453 |
| 6-11 years | 202 | 258 | 242 | 229 |
| 12-16 years | 319 | 326 | 246 | 227 |
| 17+ years | 281 | 284 | 216 | 173 |
| Total | 1207 | 1313 | 1118 | 1082 |

Table 3. Among children who discharge from all out-of-home placements after their 18th birthday, percent who achieved permanency*, by year of discharge.

| | FY15 (N=156) | FY16 (N=176) | FY17 (N=137) | FY18 (N=97) |
|--|-----------------|-----------------|-----------------|----------------|
| Percent of children 18 and older who achieved permanency* upon discharge | 24.4% | 22.2% | 29.2% | 27.8% |

*Permanency defined as discharging from all out-of-home placements with end reason of living with a relative, reunification with parents, guardianship or adoption.

Data source: RICHIST 460D Report as of 7/10/2018

Data notes:

- Data unduplicated within a year, keeping the first removal episode.
- Excluded episode less than 1 day.
- FY; state fiscal year

SECTION 3: SCOPE OF WORK AND REQUIREMENTS

General Scope of Work

DCYF is seeking one or more vendors to deliver the following service:

- Enhanced Case Management (ECM) for identified Voluntary Extension of Care (VEC) participants.

The successful vendor(s) must comply with all applicable state and federal laws. Please see Appendix B, Selected Statutes.

Description of Scope of Work Service Components Required

3.1 Youth Development

3.1.1 Positive Youth Development Framework:

Consistent with best practice recommendations of the Child Welfare League of America (CWLA) Standards of Excellence, services provided by vendors must be culturally competent and grounded solidly in a positive youth development framework. Successful applicants must demonstrate the following:

- A clear program and organizational philosophy of positive youth development, including an emphasis on developing social capital;
- Experience in providing a strength-based approach which is inclusive of youth as primary partners in both the assessment of youth and in the design, implementation and evaluation of services and supports; and
- How it will ensure structured and ongoing opportunities for youth to participate in leadership, decision-making, policy and program development, evaluation and peer assistance.
- All staff are trained in Positive Youth Development.

3.2 Enhanced Case Management for identified VEC participants:

- Enhanced Case Management (ECM) is defined as intensive contact designed to support and augment the DCYF caseworker's role with addressing the youth/young adults transition goals as described in the youth's transition plan. ECM includes a broad range of more intensive, supportive services available on a 24/7/365 basis in person or via phone/email/texting. Examples of this broad range of ECM services, include but are not limited to, the following:
 - Focused assistance with accessing and effectively utilizing workforce assessments/readiness and career development opportunities to ensure employment success and employment stability;
 - Focused assistance with accessing and effectively utilizing housing support services to ensure housing stability, including addressing tenant/landlord challenges;
 - Focused assistance with developing and effectively utilizing skills to address interpersonal relationship issues, including challenges with family members, adult supporters, friends and roommates;
 - Focused assistance with accessing educational supports and services to ensure educational success;

- Focused assistance with accessing and effectively utilizing services and supports to address healthcare needs, including developing positive health care consumer habits;
- Focused assistance with addressing daily living skill needs to be able to live independently in the community;
- Focused assistance with accessing and effectively utilizing supports and services, including those covered through health insurance, necessary to stabilize mental health and substance abuse challenges related to both legal and illegal drugs that interfere with daily living;
- Focused assistance with accessing and effectively utilizing the range of community based supports and services, including services offered by private or other public agencies, to aide a young adult in living independently in the community;
- Focused assistance with accessing and effectively utilizing supports and services focused on addressing any potential or actual involvement with the criminal justice system;
- The successful vendor may be required to serve as a payee for youth receiving Service Level 3 enhanced case management, if the youth cannot manage their own finances during the designated period of service; and
- The ability to respond to urgent and crisis needs of participants.
- The successful vendor(s) shall describe a model for the delivery of ECM services within a trauma informed, positive youth development framework for VEC participants who have been identified and referred by DCYF to be in need of more intensive case management services, and who have agreed to participate in such services.
- The successful vendor(s) shall be willing to accept any and all VEC participants who are referred to the vendor for ECM services. Potential ECM referrals may include, but are not limited to, youth and young adults with the challenges explained in the Description of Population.
- ECM services shall be provided based on each participant's individual assessed needs and shall focus on ensuring participants have the skills and supports needed to function effectively and to live as independently as possible. DCYF shall make referrals based on the assessed level of need made by DCYF as described below. To determine service levels, DCYF shall use assessments to be determined by DCYF as well as group discussions. There will also be an established appeals process, if the successful vendor(s) disagree with the service level determined by DCYF. Service referrals shall be made in no more than three (3) month increments with the ability to modify service levels or extend services in additional three (3) month increments based on agreements between the youth, DCYF and the successful vendor(s) that are supported by an assessment of need.
- Service levels are as follows:
 - Service Level 1: Participants are provided between 4-12 case management hours per month with at least 50% being direct, in-person contact hours. DCYF estimates 39 participants with a total of 310 hours will be provided at this level on a monthly basis;
 - Service Level 2: Participants are provided 13-26 case management hours per month with at least 60% being direct, in-person contact hours. DCYF estimates 11 participants with a total of 217 hours will be provided at this level on a monthly basis;
 - Service Level 3: Participants are provided 27-40 case management hours per month with at least 75% being direct, in person contact hours. DCYF estimates 6

participants with a total of 207 hours will be provided at this level on a monthly basis.

DCYF shall reimburse the successful vendor(s) at the same hourly rate regardless of which Service Level at which a participant is receiving services.

- The successful vendor(s) shall provide evidence of their experience, knowledge of, ability and capacity to work collaboratively with DCYF in assisting youth in meeting the identified goals of the youth's service/transition plan.
- The successful vendor(s) will provide evidence of their experience, knowledge of, ability and capacity to work collaboratively with other providers, state agencies and community based resources. This must include evidence of their experience, knowledge of, ability and capacity to work with the Rhode Island Housing and other local housing authorities and community development agencies, the Department of Human Services, the Department of Labor and Training and the Governor's Workforce Board in relation to all programs and services for which a young adult may be eligible.
- The successful vendor(s) shall describe the screening and assessment tools they intend to use to measure and determine each youth/young adult's strengths and needs and to track progress on individual outcome achievements.
- The successful vendor(s) shall be expected to participate in all Family Court hearings relative to assigned youth as well as DCYF 6-month case reviews and other meetings pertinent to assisting the youth/young adult with achieving their goals.
- The successful vendor(s) shall provide evidence of their experience, ability and capacity to seek Medicaid reimbursement for services that may be eligible for such reimbursement.

3.3 Program Evaluation

- The successful vendor(s) shall provide evidence of their experience, ability and capacity to meet identified outcomes and performance measures and to provide DCYF with performance reports on a regular basis. DCYF and the successful vendor will agree on final outcome measures, however, the following are examples of known outcome measures DCYF will expect. While outcomes will be further addressed during contract negotiations with the success vendors, the successful vendor must be able to identify baseline levels of performance so that positive outcomes can be clearly measured and identified. DCYF may include outcome measures similar to the following:

The current statistics come from the National Youth in Transition Database (NYTD) surveys, cohort 1 analysis.

- Short Term Outcomes
 - Increased housing stability. Currently, there is a greater number of youth reported "couch surfing" due to lack of stable housing.
 - Increased percentage of participants with a connection to at least one adult supporter. Currently 90% of youth have relationships with an adult;
 - Increased percentage of participants referred for workforce supports who are enrolled in a workforce readiness program or who have a job;
 - Increased percentage of participants who delay pregnancy or becoming a parent. Currently, there is an increase in these youth having children. 7% of 17 year old's, 12% of 19 year old's and 19% of 21 year old's are having children;

- Increased percentage of participants referred for educational supports who are enrolled in the appropriate post-secondary setting. Currently the biggest barriers for youth continuing education are academic difficulties, child care responsibilities, fulltime work, paying for school, and lack of transportation;
 - Long Term Outcomes
 - Increased percentage of participants who have safe and affordable housing that they can sustain beyond their 21st birthday. Currently, 72% of 21-year old's can stay in their current living situation for "as long as they want to";
 - Increased percentage of participants who have achieved permanency after their 18th birthday;
 - Increased percentage of participants referred for workforce supports who have stable employment at a living wage and with benefits. Currently, most youth stay with their employers for 3 months or less;
 - Increased percentage of youth who are referred for behavioral health/substance abuse intervention supports who have stabilized and regularly access community based supports. Currently the rates of service use decline dramatically from 17 years old to 19 years old for both substance abuse and behavioral health services.
- The successful vendor(s) have an affirmative obligation to assess and survey all youth who participate in services, at the beginning of services and at the end of services. These assessments and surveys will be used to evaluate and measure outcomes.

Please prepare in your proposal, how you would show outcomes based on the work and outcomes requested by DCYF, including providing DCYF with at a minimum quarterly and annual reports.

3.4 Work Environment

The successful vendor(s) shall ensure operational hours that are both during the normal work week as well as evenings and weekends with availability 24/7 for emergency response. The vendor(s) must ensure that services are provided at times convenient for youth and young adults and reasonably close to the proximity of where youth resides. The vendor(s) must have an available venue to host trainings, classes and workshops. Classes must be available in locations reasonably close to the proximity of where the youth reside.

General Requirements:

Invoice submission

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

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

Cost allocation plan

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

Federal claiming and record keeping

The Department will combine or "blend" funding from many different sources, including state general revenue and various federal sources, such as Title IV-E, Title IV-B; and Medicaid, which reimburses for mental health and behavioral health and rehabilitation services and for home and community-based services, if applicable and allowable. Each of these federal funding sources requires specific service and reporting requirements, which can differ by funding source.

Providers will be required to support federal claiming by the Department through the following:

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

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

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

SECTION 4: PROPOSAL

A. Technical Proposal

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

1. Personnel and Staff Qualifications-

This section should include a detailed description of all staff who will be providing the services described in this RFP by the Offeror to support each of the sections outlined in the scope of work. Provide position titles, 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.

2. Capability, Capacity, and Qualifications of the Offeror-

Please provide a detailed description of the offeror's organization's experience in providing the Enhanced Case Management services described in the scope of work. Please be sure to specifically address the organization's experience working with positive youth development framework and in working with regard to working with young adults who have experienced foster care in need of post foster care support services. 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.

3. Program Design and Content –

A detailed description of all 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 case management.

A work plan which includes 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. Continuous Quality Improvement, Performance Measures and Evaluation. Please provide a detailed description of how the offeror intends to measure and how outcomes and performance, based on the Scope of Work requested by DCYF. This shall include proposed frameworks for at a minimum quarterly and annual reporting to DCYF.

5. Fee Attestation

For the purposes of this solicitation, and for any and all contracts awarded in accordance with this solicitation, the budget will be established by the Department.

Any and all contracts awarded in accordance with this solicitation will be funded in accordance with the reimbursement rates established by DCYF and outlined within this RFP and described in this Section.

In order to be considered for review, all applicants/Offerors must attest to the rates. Should an applicant not agree with the rate and funding available set forth herein, then they will be dropped from any further consideration.

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

The fee attestation shall consist of a two-page narrative that describes:

- a) Offeror's attestation that the established rates are realistic and reasonable for the target population;
- b) Offeror's ability to perform within these established rates; &
- c) Offeror's demonstration that program costs will be in line with local industry wage and cost scales.

Service levels are as follows:

- Service Level 1: Participants are provided between 4-12 case management hours per month with at least 50% being direct, in-person contact hours. DCYF estimates 39 participants with a total of 310 hours will be provided at this level on a monthly basis;
- Service Level 2: Participants are provided 13-26 case management hours per month with at least 60% being direct, in-person contact hours. DCYF estimates 11 participants with a total of 217 hours will be provided at this level on a monthly basis; &
- Service Level 3: Participants are provided 27-40 case management hours per month with at least 75% being direct, in person contact hours. DCYF estimates 6 participants with a total of 207 hours will be provided at this level on a monthly basis.

DCYF shall reimburse the successful vendor(s) at the same hourly rate regardless of which Service Level at which a participant is receiving services.

| Payment Rate | Service Level 1 | Service Level 2 | Service Level 3 |
|----------------------|---------------------------------------|--|--|
| \$35 per hour | 4-12 hours per month per youth | 13-26 hours per month per youth | 27-40 hours per month per youth |

SECTION 5: EVALUATION AND SELECTION

Each offeror will submit one proposal. As detailed in Section 4, technical proposals will include the specific details about the offeror’s ability to perform.

In order to be considered for award, all offerors must first attest to rates and pricing established in Section 4 of this RFP. Should an offeror fail to attest that the work can be in accordance with these rates and pricing, that offeror’s technical proposal shall be considered “non-responsive” and will be dropped from further consideration.

Technical Proposal Scoring

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

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

Technical proposals must receive a minimum of 75 out of a maximum of 100 points for purposes of the issuance of tentative award. Any technical proposals scoring less than 75 points shall be dropped from consideration.

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

| Criteria | Possible Points |
|---|------------------------|
| 1. Personnel/Staff Qualifications and Training a) Staff qualification | 15 Points |
| 2. Capability, Capacity, and Qualifications of the Offeror a) Agency mission statement and values b) Agency management, administrative and technical capacity c) Experience and past performance with at-risk children and families | 20 Points |
| 3. Program Design and Content | 40 Points |
| 4. Continuous Quality Improvement, Performance Measures and Evaluation a) Outcome and process measures b) Reporting Frameworks | 25 Points |
| 5. Fee Attestation | Pass / Fail |
| Total Possible Evaluation Points | 100 Points |

General Evaluation:

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

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

SECTION 6. QUESTIONS

Questions concerning this solicitation must be e-mailed to the Division of Purchases at david.francis@purchasing.ri.gov no later than the date and time indicated on page one of this solicitation. No other contact with State parties is permitted. Please reference **RFP # 7597654** on all correspondence. Questions should be submitted in writing in a Microsoft Word attachment in a narrative format with no tables. Answers to questions received, if any, shall be posted on the Division of Purchases’ website as an addendum to this solicitation. It is the responsibility of all interested parties to monitor the Division of Purchases website for any procurement related postings such as addenda. If technical assistance is required, call the Help Desk at (401) 574-8100.

SECTION 7. PROPOSAL CONTENTS

A. Proposals shall include the following:

1. One completed and signed RIVIP Bidder Certification Cover Form (included in the original copy only) downloaded from the Division of Purchases website at www.purchasing.ri.gov. *Do not include any copies in the Technical or Cost proposals.*
2. One completed and signed Rhode Island W-9 (included in the original copy only) downloaded from the Division of Purchases website at <http://www.purchasing.ri.gov/rivip/publicdocuments/fw9.pdf>. *Do not include any copies in the Technical or Cost proposals.*
3. Technical Proposal - (describing the qualifications and background of the applicant and experience with and for similar projects, and all information described earlier in this solicitation. The technical proposal is limited to six (6) pages (this excludes any appendices and as appropriate, resumes of key staff that will provide services covered by this request).
 - a. One (1) Electronic copy on a CD-R, marked “Technical Proposal - Original”.
 - b. One (1) printed paper copy, marked “Technical Proposal -Original” and signed.
 - c. Four (4) printed paper copies
4. Cost Proposal - A separate, signed and sealed cost proposal reflecting the hourly rate, or other fee structure, proposed to complete all of the requirements of this project.
 - a. One (1) Electronic copy on a CD-R, marked “Cost Proposal -Original”.
 - b. One (1) printed paper copy, marked “Cost Proposal -Original” and signed.
 - c. Four (4) printed paper copies

B. Formatting of proposal response contents should consist of the following:

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

Vendors are responsible for testing their CD-Rs before submission as the Division of Purchase’s inability to open or read a CD-R may be grounds for rejection of a Vendor’s

proposal. All files should be readable and readily accessible on the CD-Rs submitted with no instructions to download files from any external resource(s). If a file is partial, corrupt or unreadable, the Division of Purchases may consider it “non-responsive”. USB Drives or any other electronic media shall not be accepted. Please note that CD-Rs submitted, shall not be returned.

B. Formatting of written documents and printed copies:

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

SECTION 8. PROPOSAL SUBMISSION

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

Proposals should be mailed or hand-delivered in a sealed envelope marked “**RFP # 7597654 Voluntary Extension of Care Enhanced Case Management Services for the RI DCYF**” to:

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

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

SECTION 9. CONCLUDING STATEMENTS

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

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

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

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

APPENDIX A – 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 14-1

RIGL 40-11

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

Prison Rape Elimination Act of 2003

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

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

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

National Child Protection Act of 1993

Child Abuse Prevention and Treatment Act, as amended

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

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

Foster Care Independence Act of 1999 and subsequent amendments

H.R. 181 Justice for Victims of Human Trafficking

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

Indian Child Welfare Act of 1978

105-RICR-90-10-1.9

The John H. Chafee Foster Care Independence Program, 42 U.S.C. § 677

APPENDIX B

AGREEMENT

Between the

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES

And

Name of Contractor:

Title of Agreement:

Basis for Contract:

RFP #

Contract Award:

Contractor agrees to performance of the services and acceptance of the associated rates established in Addendum I and Addendum II of this agreement, Budget. Additionally, contractor attests that the total value of the agreement shall not exceed \$_____

Performance Period:

**_____ or as soon thereafter as Purchase Order is Established, through _____
Extensions may be granted for an additional periods
by Agreement of the parties.**

A G R E E M E N T

This agreement, hereinafter “Agreement”, including attached ADDENDA, is hereby entered into this day of November_____ 2016, by and between the State of Rhode Island acting by and through the Department of Children, Youth and Families (hereinafter referred to as “the Department”), and _____ (hereinafter referred to as “the Contractor”).

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

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

PAR. 1. GOVERNING LAW AND GENERAL TERMS AND CONDITIONS

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

PAR. 2. PERFORMANCE

The CONTRACTOR shall perform all obligations, duties and the required scope of work as detailed in **ADDENDUM I – SCOPE OF WORK** for the period of time listed in this Agreement, Exhibit(s) and/or Addenda attached hereto and are incorporated by reference herein, in a satisfactory manner to be determined at the sole and absolute discretion of the DEPARTMENT, and in accordance with requirements of this Agreement. The DEPARTMENT shall have the right at all times to review the work being performed as well as the places where such work is performed; and to that end, the DEPARTMENT shall be given reasonable access to all activities related to this Agreement.

PAR. 3. TIME OF PERFORMANCE

The Contractor shall commence performance of this Agreement on the _____2017, or as soon thereafter as award is fully approved by the Department of Administration and the Purchase Order is issued, and shall complete performance no later than the _____ (hereinafter the “Initial Term”), unless terminated prior to that day by other provisions of this Agreement.

This contract may be extended (**hereinafter “Renewal Term(s)”**) beyond the Initial Term upon thirty (30) days prior written notice of the expiration of the Initial Term or any Renewal Term to the Contractor. That is the Department reserves the right to extend the Contract for additional one year terms, or other agreed upon periods, under all the same terms and conditions unless otherwise mutually agreed upon.

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

PAR. 4. PROJECT OFFICER – DEPARTMENT

The Department shall appoint a Project Officer also referred to as the Department Contract/Program Manager to manage this Agreement. The Contractor agrees to maintain close and continuing communication with the Project Officer also referred to as the Department Contract/Program Manager throughout the performance of work and services undertaken under the terms of this Agreement. The Department reserves the right to establish regular mandatory meetings to manage this contract ,and it is agreed that the Department may need to do site visits.

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. To the extent the Contractor provides more than one service type within this Agreement, it is agreed there may be more than one Project Officer. Contractor agreement to notify the Department within ten days (10) of the signing of the Agreement as to the name and contact information of the Project Officer.

PAR. 6. BUDGET

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

PAR. 7. METHOD OF PAYMENT AND REPORTS

The Department will make payments to the Contractor in accordance with provisions of **ADDENDUM III - PAYMENTS AND REPORTS SCHEDULE** attached hereto and incorporated by reference herein. The Contractor will complete and forward narrative, fiscal, and all other reports per **ADDENDUM III - PAYMENTS AND REPORTS SCHEDULE**. **Failure to provide the necessary reports may result in reduction of payment for services in accordance with Addendum III.**

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 described within the Scope of Work described in Addendum I within the time specified or any extension thereof ; or
2. So fails to make progress as to materially endanger performance of the Agreement in accordance with its terms; or
3. Materially breaches any provision of this Agreement in the sole discretion of the Department. Termination at the option of the Department shall be effective not less than thirty (30) days after receipt of such notice, unless the Contractor shall have corrected such failure(s) thirty (30) days after the receipt by the Contractor of such written notice in the sole discretion of the Department; 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. With respect to any termination in the Interest of the Department, it is expected that the Department shall pay for services actually provided in accordance with this Agreement for the children and youth cared for and placed there by the Department so long as placement was in accordance with the terms and conditions of this Agreement in the sole discretion of the Department. Unless specifically agreed to the Department shall not be responsible for costs associated with Termination in accordance with this section.

d) Availability of Funds

It is understood and agreed by the parties hereto that all obligations of the Department, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State and Federal funds, and in no event shall the Department be liable for any payments hereunder in excess of such available and appropriated funds. In the event that the amount of any available or appropriated funds provided by the State or Federal sources for the purchase of services hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified amount of services to be purchased hereunder for any reason whatsoever, the Department shall notify the Contractor of such reduction of funds available and the Department shall be entitled to remove any children and youth placed with the Contractor hereunder as it deems necessary. The parties agree that the removal of children and youth or the cessation of services being provided shall be

in a manner that is in the best interests of the children and youth. The Department shall be obligated for payments due to the Contractor up to the time of such notice of removal of the children and youth or the request to stop the services, or to request that the Contractor cease providing the services requested.

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, or in the instance of this specific contract take such action for the protection of the of the children, youth and families (children) related to this contract which are in the care 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 may be entitled to reasonable account shut down expenses associated with such termination including the penalties associated with early termination of lease, software, hardware, if deemed equitable, and any other unamortized or incremental expenses accrued but not charged, excluding anticipated profits which shall not be reimbursed subject to



available Department funding. The Contractor shall submit all identified shut down expenses associated with such termination incurred before and prior to the termination date. Any damages to the Department shall offset any shutdown expenses to the Department.

9. The Contractor acknowledges and agrees the services and/or deliverables provided under this Agreement are very important to the Department and that upon expiration or termination of the Agreement, must be continued without interruption whether by the State, the Department, governmental agency or another private entity (“successor entity”). Prior to the end of the Termination and up to sixty (60) days thereafter, the Contractor agrees to make an orderly transition of contract and/or deliverables hereunder and to perform any and all tasks in good faith that are necessary to preserve the integrity of the work performed by the Contractor on behalf of the Department. Upon termination or expiration of the Agreement, the Contractor, shall, if requested by the Department at least thirty (30) days prior to such termination or expiration, provide reasonable training for the successor entity and/or continued performance of services. For providing such training or continued performance after the Term of the Agreement, the Department shall pay the Contractor at mutually agreed rates for personnel used in providing such training and/or services unless services delivered are already defined herein and rates established then such rates shall apply for such period. Should any missing data, materials, documents, etc., be discovered after expiration or termination, a grace period of one hundred and twenty (120) days shall be in effect during which the data, materials, documents, etc., is to be provided at a predetermined cost or at no additional cost if the Contractor caused the loss. Lost data shall be provided to the Department in form acceptable to the Department.

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

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

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

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

above, the Contractor shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Contractor.

The Contractor's liability to the Department for any damages arising out of or related to this Agreement, regardless of the form of action that imposes liability, whether in contract, equity, negligence, intended conduct, tort or otherwise, and including any direct damages incurred by the Department due to the intentional tortious actions of the Contractor in the performance or nonperformance of its obligations under this Agreement is not limited to the total fees paid by the Department to the Contractor under this Agreement.

Also, there is 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 Department may, by written notice of default to the Contractor, provide that the Contractor may cure a failure or breach of this contract within a period of thirty (30) days (or such longer period as the Department's agreement administrator or project manager may authorize in writing), said period to commence upon receipt of the notice of default specifying such failure or breach.

The Department's exercise of this provision allowing the Contractor time to cure a failure or breach of this Agreement does not constitute a waiver of the Department's right to terminate this Agreement, without providing a cure period, for any other failure or breach of this Agreement.

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

Assurances before breach

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

days of receipt of the corrective action plan, shall approve the plan, reject the plan, or return the plan to the Contractor with specific instructions as to how the plan can be modified to merit approval and a specific time period in which the revised plan must be resubmitted.

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

Department’s options at termination

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

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

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

PAR. 10. MODIFICATION OF AGREEMENT

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

Special Projects are defined as additional services available to the Department on a time and materials basis with the amounts not to exceed the amounts referenced on the Contractor’s RFP cost proposal or as negotiated by project or activity. The change order

will specify the scope of the change and the expected completion date. Any change order shall be subject to the same terms and conditions of this Agreement unless otherwise specified in the change order and agreed upon by the parties. The parties will negotiate in good faith and in a timely manner all aspects of the proposed change order.

PAR. 11. SUBCONTRACTS

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

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

The positions named by the Contractor and detailed in **ADDENDUM XVII – CORE STAFF POSITIONS**, which is incorporated by reference herein, will be considered core project staff positions for this project. The Contractor will not alter the core project team or use an independent contractor, company or subcontractor to meet required deliverables without the prior written consent of the Department's project officer or other appointed designee(s) for which consent shall not be unreasonably withheld.

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

PAR. 12. CONTRACTOR'S LIABILITY/INDEMNIFICATION

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

any staff person or persons in the performance of this Agreement, unless caused by the willful misconduct or gross negligence of the Indemnitees.

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

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

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

PAR. 13. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

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

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

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

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

and/or self-assessments, as referenced above, by the Contractor and/or any subcontractor or vendor of the Contractor.

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

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

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

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

PAR. 14. ASSIGNABILITY

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

PAR. 15. COPYRIGHTS

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

title and interest in State Property, if any, including but not limited to trademarks and copyrights. The State hereby grants to the federal government, and the federal government reserves, a royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose or otherwise use and to authorize others to use for federal government purposes such software, modifications and documentation designed, developed or installed with federal financial participation.

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

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

1. The Department will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time;
2. The Contractor will have sole control of the defense of any action on all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Rights by any product or service provided hereunder; and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future state operations or liability, or when involvement of the state is otherwise mandated by law, the state may participate in

such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the state will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and

3. The State will reasonably cooperate in the defense and in any related settlement negotiations.

Should the deliverables or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Rights, the Department shall permit the Contractor at its option and expense either to procure for the Department the right to continue using the deliverables or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such deliverables or software by the Department shall be prevented by injunction, the Contractor agrees to take back such deliverables or software and make every reasonable effort to assist the Department in procuring substitute deliverables or software. If, in the sole opinion of the Department, the return of such infringing deliverables or software makes the retention of other deliverables or software acquired from the Contractor under this Agreement impractical, the Department shall then have the option of terminating such agreements, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such deliverables or software and refund any sums the Department has paid the Contractor less any reasonable amount for use or damage.

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

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

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

The Contractor agrees that no findings, listing, or information derived from information obtained through performance, as described in **ADDENDUM I - SCOPE OF WORK**, with or without identifiers, may be released or publicly disclosed in any form for any purpose if such findings, listing, or information contain any combination of data elements that might allow an individual to determine a beneficiary's identification without first obtaining written authorization from the Department's project officer. Examples of such data elements include, but are not limited to geographic indicators, age, sex, diagnosis, procedure, date of birth, or admission/discharge date(s). The Contractor agrees further

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

PAR. 16. PARTNERSHIP

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

PAR. 17. INTEREST OF CONTRACTOR

The Contractor covenants that it presently has no pecuniary interest and shall not acquire any such interest, direct or indirect, without first disclosing to the Department in writing and then subsequently obtaining approval, in writing, from the Department, that would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor further covenants that no person having any such interest shall be employed by the Contractor for the performance of any work associated with this Agreement.

PAR. 18. FEDERAL FUNDING PROVISIONS

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

States are required to collect information from contractors for awards greater than \$25,000 as described in **ADDENDUM XVIII – FEDERAL SUBAWARD REPORTING** (hereafter referred to as the FFATA form). The Contractor and its

subcontractors, if subcontractors are permitted within the scope of this Agreement, will provide new FFATA forms for each contract year. When applicable in multiyear contracts, the Contractor is required to review and update the FFATA form, this must be provided to the Department 30 days prior to the end of the first contract year. For example, if the contract performance period is July 1, 2015 to June 30, 2018; then the FFATA form for the second contract year is due June 1, 2016. Any sub-contractor paid with Federal Funding will provide the FFATA form for each contract year to the Contractor, the Contractor must then provide all sub-contractor FFATA forms to the Department. Sub-contractor forms must be provided within fifteen (15) days of date of signature of this Agreement, and if applicable, within fifteen (15) days of the end of each contract year for all subsequent contract years.

PAR. 19. FUNDING DENIED

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

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

PAR. 20. ACCESSIBILITY AND RETENTION OF RECORDS

The Contractor agrees to make accessible and to maintain all fiscal, activity, and other records relating to this Agreement and relating to the Contractor providing services to children and youth placed with the Contractor by the Department to state and/or federal officials, or their designated representatives, necessary to verify the accuracy of Contractor invoices or compliance with the terms and conditions of 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.

PAR. 21. CAPITAL ASSETS

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

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

PAR. 22. PUBLICITY

The Contractor shall ensure that any communication and/or public relations materials developed and distributed by the Contractor regarding the services and/or programs funded by the Department through this Agreement will clearly represent that the services and/or programs are funded by the Department. The Department shall pre approve all such materials.

PAR. 23. SECURITY AND CONFIDENTIALITY

The Contractor shall take all legally required 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, and financial relating to children and youth Contractor is providing services to; in addition confidential information includes, but is not limited to: names, dates of birth, home and/or business addresses, social security numbers, protected health information, financial and/or salary information, employment information, statistical, personal, technical and other data and information relating to the State of Rhode Island data, and other such data protected by Department/Department laws, regulations and policies ("confidential information"), as well as State and Federal laws and regulations. All such information shall be protected by the Contractor from unauthorized use and disclosure and shall be protected through the observance of the same or more effective procedural requirements as are applicable to the Department.

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

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

The Contractor agrees to abide by all applicable, current and as amended Federal and State laws and regulations governing the confidentiality of information, including to but not limited to the Business Associate requirements of HIPAA (WWW.HHS.GOV/OCR/HIPAA), to which it may have access pursuant to the terms of this Agreement. In addition, the Contractor agrees to comply with the Department confidentiality policy recognizing a person's basic right to privacy and confidentiality of personal information. ("confidential records" are the records as defined in section 38-2-3-(d) (1)-(1-19) of the Rhode Island General Laws, entitled "access to public records" and described in "access to Department of Health records.") Further, it is understood that records pertaining to youth and families accessed by the Contractor during the course of the Contractor performing the scope of work under this contract are confidential by law according to section 42-72-8 of the Rhode Island General Laws.

In accordance with this Agreement and all Addenda thereto, the Contractor will additionally receive, have access to, or be exposed to certain documents, records, that are confidential, privileged or otherwise protected from disclosure, including, but not limited to: personal information; Personally Identifiable Information (PII), Sensitive Information (SI), and other information (including electronically stored information), records

sufficient to identify an applicant for or recipient of government benefits; preliminary draft, notes, impressions, memoranda, working papers—and work product of state employees; as well as any other records, reports, opinions, information, and statements required to be kept confidential by state or federal law or regulation, or rule of court ("State Confidential Information"). .

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; Title IV-B of XIX the Social Security Act - Child Abuse and Prevention Treatment Act 42 USC 5101-5116 (42 USC 5106a(b)(A)(vii)); Title IV -E, XIX Section 471 (a) (8) of the Social Security Act as amended (45 CFR 205.50) – Confidentiality of child welfare records under Title IV B and Tile IV E of the Social Security Act)); Privacy Act of 1974, Public Law 93-579, 5 USC 552 (a); Health Insurance Portability and Accountability Act – 42 USC 1302 and 1320 (d) ; 45 CFR parts 160 and 164; Medicaid (Tile XIX of the Social Security Act) 42 USC 1396 a (7); 42 CFR 431.301 – 431.307; 42 USC 290 dd -2 (substance abuse, education, prevention, treatment, rehabilitation, and research records); 42-CFR, Part 2 ; Family Education and Privacy Rights Act, 20 UZSC 1232 (g); 34 CFR Part 99; Individuals with Disabilities Education

Act, 20 USC 1417 (c); 34 CFR 300.500 et. seq., 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 the Rhode Island Identity Theft Protection Act, R.I. General Laws Chapter 11-49.3-1 The Contractor acknowledges that failure to comply with the provisions of this paragraph will result in the termination of this Agreement.

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

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

Notwithstanding any other requirement set out in this Agreement, the Contractor acknowledges and agrees that the HITECH Act and its implementing regulations impose new requirements with respect to privacy, security and breach notification and contemplates that such requirements shall be implemented by regulations to be adopted by the U.S. DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES. The HITECH requirements, regulations and provisions are hereby incorporated by reference into this Agreement as if set forth in this Agreement in their entirety. Notwithstanding anything to the contrary or any provision that may be more restrictive within this Agreement, all requirements and provisions of HITECH, and its implementing regulations currently in

effect and promulgated and/or implemented after the date of this Agreement, are automatically effective and incorporated herein. Where this Agreement requires stricter guidelines, the stricter guidelines must be adhered to.

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

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

PAR. 24. AUDIT

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

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

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

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

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

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

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

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

PAR. 25. SEVERABILITY

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

PAR. 26. ON-SITE INSPECTION

The Contractor agrees to permit on-site monitoring, evaluation and inspection of all activities related to the Agreement by officials of the Department, its designee, and where appropriate, the Federal government.

On site monitoring and/or visits shall take place at any time as it relates to compliance of this Contract by the Contractor at the sole discretion of the Department as it relates to providing services for children and youth in the care, custody and control of the Department.

On-site inspections and monitoring shall be in accordance with 2 CFR § 200.328. All reports pertaining to 2 CFR § 200.331, shall be maintained by the Contractor. The Contractor must retain any documents pertaining to changes requested from the Department or the Federal Government in accordance with 2 CFR § 200.333.

If, as a result of on-site inspections, changes are requested by the Department to ensure compliance with this Agreement and/or Federal Awards, the Contractor must perform

changes within a time period defined by the Department. All changes shall be documented by the Contractor and provided to the Department upon request. All requested changes shall comply with 2 CFR § 200.331.

PAR. 27. DRUG-FREE WORKPLACE POLICY

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

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

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

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

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

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

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

PAR. 30. CHIEF PURCHASING OFFICER

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

PAR. 31. OWNERSHIP

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

PROPRIETARY SOFTWARE. Each party will retain all rights in any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or

information that it owned or developed prior to the date of this Agreement, or acquired or developed after the date of this Agreement without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor.

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

OTHER. Notwithstanding anything to the contrary in this Agreement, the Contractor (i) will retain all right, title and interest in and to all know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used in performing the services hereunder which are based on trade secrets or proprietary

information of the Contractor, are developed or created by or on behalf of the Contractor without reference to or use of the intellectual property of the Department or are otherwise owned or licensed by the Contractor (collectively, “tools”); (ii) subject to the confidentiality obligations set forth in this Agreement, will be free to use the ideas, concepts, methodologies, processes and know-how which are developed or created in the course of performing the services and may be retained by the Contractor’s employees in an intangible form, all of which constitute substantial rights on the part of the Contractor in the technology developed as a result of the services performed under this Agreement; and (iii) will retain ownership of any Contractor-owned software or tools that are used in producing the developed software and become embedded therein. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights, except as otherwise expressly provided in this Agreement.

PAR. 32. FORCE MAJEURE

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

PAR. 33. RESERVED

PAR. 34. DISPUTES

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

If the Department’s Project Officer and the Contractor’s Project Officer are unable to resolve the dispute, either party may request that the dispute be escalated for resolution to the Director of the DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES or his or her designee, the Contractor’s President or his or her designee and a mutually agreed upon third party shall attempt to resolve the issue.

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

If the issue is not resolved, the parties shall endeavor to resolve their claims by mediation which, shall be administered by the Presiding Justice of the Providence County Superior Court. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the court. The request may be made concurrently with the

filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this paragraph, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

PAR. 35. GOVERNING LAW

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

PAR. 36. WAIVER AND ESTOPPEL

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

PAR. 37. INSURANCE

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

Specifically, The Contractor shall, for the term of this agreement, secure and maintain at its own expense the following insurance:

1. Commercial general liability insurance and professional liability insurance, each having limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate;
2. Workers' compensation insurance with statutory benefits and employers' liability insurance for not less than five hundred thousand dollars (\$500,000) per occurrence for all persons to be employed by The Contractor in connection with performance of services, and;
3. Automobile insurance covering owned, non-owned and hired vehicles in accordance with applicable laws, including, but not limited to, the automobile insurance laws of Rhode Island and those other states where The Contractor maintains its principal places

of business, with limits of not less than one million dollars (\$1,000,000) combined single limits for bodily injury and property damage. Coverage shall be written on an occurrence basis.

All such insurance shall be maintained during the entire period when services are rendered hereunder, and any commercial general liability or professional liability insurance written on a so-called claims made basis shall be maintained for an additional period of three (3) years following the date when services are last rendered hereunder. In addition, all such insurance shall be maintained with companies duly qualified to conduct business in Rhode Island and that are otherwise satisfactory to The Department. The Contractor shall provide for at least thirty (30) days advance notice The Department in the event of any cancellation, non-renewal or material change in coverage; and shall, in case of liability insurance, name The Department as an additional insured. The Contractor shall upon request provide The Department copies of insurance policies satisfying the foregoing requirements, or such certificates with respect thereto as may be satisfactory to The Department.

PAR. 38. WORK REVIEWS

The Contractor agrees that all services provided performed under this Agreement may be reviewed by the Rhode Island DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES, Department of Administration, and/or by any third party designated by the DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES.

PAR. 39. BUSINESS CONTINUITY PLAN

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

PAR. 40. NOTICES

No notice, approval or consent permitted or required to be given by this Agreement will be effective unless the same is in writing and sent postage prepaid, certified mail or registered mail, return receipt requested, or by reputable overnight delivery service to the other party at the address set forth in **ADDENDUM XVII – CORE STAFF POSITIONS**, or such other address as either party may direct by notice given to the other as provided **ADDENDUM XVII – CORE STAFF POSITIONS**, and shall be deemed to be given when received by the addressee. The Contractor and the Department shall list, in **ADDENDUM XVII – CORE STAFF POSITIONS**, the names, addresses, telephone numbers, and the facsimile numbers of all individuals that the above such notice, approval or consent shall be sent to or copied on. **Notice to the Department shall also be made to the Director of the Department, at 101 Friendship Street, 4th Floor, Providence, Rhode Island 02903, or the Director's designee in writing.**

PAR. 41. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument. Execution may be effected by delivery of facsimiles of signature pages and the parties will follow such delivery by prompt delivery of originals of such pages.

PAR. 42. AMENDMENTS

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

PAR. 43. SURVIVAL

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

PAR. 44. ADDITIONAL APPROVALS

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

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

**STATE OF RHODE ISLAND
DEPARTMENT OF CHILDREN,
YOUTH AND FAMILIES**

BY:

BY:

JAMIA R. McDONALD
CHIEF STRATEGY OFFICER

AUTHORIZED AGENT/SIGNATURE

TITLE: _____

PRINT NAME

October 22, 2018

DATE

DATE

DRAFT

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, REPORTS SCHEDULE AND CLAIMING OF EXPENDITURES
- ADDENDUM IV** - FISCAL ASSURANCES
- 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
- ADDENDUM VI** - NOTICE TO DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES' SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973
- ADDENDUM VII** - DRUG-FREE WORKPLACE POLICY
- ADDENDUM VIII** - DRUG FREE WORKPLACE POLICY CONTRACTOR CERTIFICATE OF COMPLIANCE
- ADDENDUM IX** - SUBCONTRACTOR COMPLIANCE
- ADDENDUM X** - CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE
- ADDENDUM XI** - INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS
- ADDENDUM XII** - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS
- ADDENDUM XIII** - LIQUIDATED DAMAGES
- ADDENDUM XIV** - EQUAL EMPLOYMENT OPPORTUNITY
- ADDENDUM XV** - BYRD ANTI-LOBBYING AMENDMENT
- ADDENDUM XVI** - BID PROPOSAL
- ADDENDUM XVII** - CORE STAFF POSITIONS
- ADDENDUM XVIII** - FEDERAL SUBAWARD REPORTING

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ADDENDUM XIX -

BUSINESS ASSOCIATE AGREEMENT

ADDENDUM XX-

ACTIVE CONTRACT MANAGEMENT

ADDENDUM XXI-

DEPARTMENT PERFORMANCE MEASURES

ADDENDUM XXII-

INCENTIVE-BASED BONUS PAYMENTS

DRAFT

**ADDENDUM I
SCOPE OF WORK**

**EACH SCOPE OF WORK SHALL BE CUSTOMIZED TO THE PROPOSAL SUBMITTED
BY THE VENDOR AND SHALL BE COMPLETED AT THE COMPLETION OF
CONTRACT NEGOTIATIONS**

This Scope of Work details the services which Contractor agrees shall be provided by Contractor to the Rhode Island Department of Children, Youth and Families (hereinafter the Department) for the Period of Performance described herein this Agreement.

This Addendum specifically delineates the Scope of Services to be performed by the Contractor required by the Department, the payment structure and payment rate for each service type described herein, and the maximum dollar obligation (contract ceiling) of the Department. This not does not obligate the Department to pay for any minimum a pre-determined number of referrals or placements or any part of the facility’s program.

**TABLE OF SERVICESWHICH SHALL BE PROVIDED BY THE CONTRACTOR AND THE
ASSOCIATED PAYMENT RATES TO BE PAID BY THE DEPARTMENT**

| SERVICE | RATE STRUCTURE AND AMOUNT |
|---------|---------------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

SERVICE DESCRIPTIONS

PLEASE SEE SPECIFIC TECHNICAL PROPOSAL SUBMISSION TO RFP NUMBER _____ INCORPORATED HEREIN AND MADE PART OF THIS AGREEMENT AS THE CONTRACTOR SCOPE OF WORK.

REFERRALS, DECISIONS AND INTAKES

Contractor and Department agree to work together to further identify the target populations for the service the contractor provides, so that the child receives the most appropriate service best suited to meet their needs. Contractor agrees to work with the Department in training staff to best understand contractor services in order to make the most appropriate service referrals.

Contractor agrees to accept referrals only made by the Department and specifically, the Department Central Referral Unit hereinafter referred to as “CRU”. Contractor agrees that referrals from other

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sources shall not be accepted by the Contractor.

Contractor agrees to accept the child(ren) and or family(ies) children referred by the Department. The Contractor shall review the referral materials provided by CRU as available for the purpose of meeting the needs of the child (ren) and family (ies) so referred.

Contractor shall not deny service referrals, however, all referrals are subject to a review process in the event that Contractor asserts it is unable to meet the needs of the child (ren) and family(ies) referred. Contractor shall explain in writing and in detail why they believe their services cannot meet the needs of the child in those instances. If after reviewing this information and reviewing with Contractor, the Department concludes that the referral meets the needs of the child(ren) and family(ies). Contractor agrees to accept the decision of the Department as final and to accept the referral.

Contractor agrees that their responsibility to the client is to comply with any and all licensing regulations as it pertains to the creation of a Treatment Plan.

For Residential providers, Contractor agrees to provide a detailed written disposition to referrals within the time requirements specified by the CRU.

EMERGENCY REFERRALS

The parties understand that there will be a written protocol for the process of referrals from the Department to the Contractor for coordination of their services for the child. The parties also agree that there will be instances when immediate attention is needed, and the services for the child and/or family must be provided as an immediate response by the Contractor. The Department shall work with contractor in the referral process to establish protocol outlining the circumstances when a family or child is to be seen right away. The Contractor agrees to accept placement of a child when the Department directs that it is an emergency situation.

EMERGENCY CONTACT INFORMATION

The contractor shall ensure that the Department is made aware of their emergency contact information on a twenty four hour basis. Specific contact information must be provided to the Central Referral Unit (CRU).

Assessment and Stabilization Centers need to maintain 24/7 and 365 day admission availability.

For Residential Providers

It is expected that the Contractor's rate provides residents with reasonable clothing, food and transportation to and from appointments, medical and otherwise, directly related to the nature of the provided services and more specifically described in the following paragraphs.

CLOTHING:

- The provider shall purchase and ensure that each child has adequate, well fitting and seasonal clothing, A child's clothing must be identifiably his/hers and not shared in common and will be the property of that particular child.

- An adequate supply of clothing shall be defined as at least one week's worth of changes. This clothing must be appropriate, clean and in good condition. The Contractor shall surrender all clothing and belongings identified as the property of a particular child at the time of discharge. It is the Department's responsibility to arrange for picking up all of the child's belongings after the child's removal from placement. Contractor shall maintain receipts or any relevant documentation that clothing has been provided if there is question.
- It is the responsibility of the Contractor to maintain a clothing inventory for each child in the program upon the child's admission and this inventory shall be updated should be updated as new items are purchased.

GENERAL TRANSPORTATION REQUIREMENTS:

The Contractor shall meet the transportation and associated needs for each youth in placement including:

- Transportation for routine and emergency medical dental and vision appointments;
- Transportation for counseling appointments
- Transportation and assistance for the purchases of clothing and personal items
- Transportation and assistance for vocational training, school enrollment, and reinstatement and educational advocacy
- Transportation for visitation
- Transportation for Family Court and Juvenile Court appearances
- Transportation for case plan reviews and participation
- Assistance to youth in accessing public transportation when appropriate
- Assistance for parents and/or guardians with accessing public transportation or will provide transportation to ensure the parent or guardian may participate fully in treatment planning and implementation.

TRANSPORTATION FOR PURPOSE OF EDUCATIONAL, ENRICHMENT AND SOCIAL ACTIVITIES:

The Contractor shall ensure that all children/youth served by a group home or residential facility has full access to educational opportunities, including extracurricular, enrichment, and social activities as required by State and Federal law, including but not limited to the Preventing Sex Trafficking and Strengthening Families Act of 2014, McKinney-Vento Homeless Assistance Act, Individuals with Disabilities Education Act ("IDEA") and in accordance with the school stability provisions of the Fostering Connections to Success and Increasing Adoptions Act of 2008 and the Every Student Succeeds Act of 2015 ("ESSA"). Provider responsibilities shall include providing and coordinating transportation to and from school as well as extracurricular activities to ensure that the child/youth has a stable educational environment.

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Contractor agrees that there is a presumption that it is in the child's best interest to remain in their home (same) school and for some students in foster care, transportation is needed to allow them to remain in the same school.

Contractor agrees that until such time that the Education agencies and the Department have developed procedures governing how transportation to ensure school stability will be provided and or funded, the Contractor shall facilitate or provide transportation of children/youth to and from their home school unless it is determined that it is not in the child's best interest to remain in their home school

SPECIFIC EDUCATIONAL PROVISIONS

For in state residential providers that do not include the delivery of education, Contractor agrees that each child shall be educated and schooled within their home educational district unless and until it is determined that remaining in their home school is not in the child's best interest. In the event that the contractor recommends that it is not in the child's best interest to remain in their home school, then contractor shall communicate the specific reasons(s) in support of the recommendation to the Department. Following written approval from the Department, Contractor shall immediately register and enroll the youth in another school district.

In state residential providers that include the delivery of education must convene an Individual Educational Plan (IEP) team meeting within 21 days of the youth's placement and provide notice to the Department caseworker, education advocate and to the local education agency ("LEA"). In the event the youth has not been identified as a child with a disability, the residential providers must convene and education planning meeting within 21 days of the youth's placement and provide notice to the Department caseworker, education advocate and to the local education agency ("LEA").

Other specific educational arrangements must be specifically stated within the scope of work.

Out of state Residential providers that include the delivery of education must convene an Individual Educational Plan (IEP) team meeting within 21 days of the youth's placement and provide notice to the Department caseworker, education advocate and to the local education agency ("LEA").

In the event the youth has not been identified as a child with a disability, the Out of state Residential providers must convene and education planning meeting within 21 days of the youth's placement and provide notice to the Department caseworker, education advocate and to the local education agency ("LEA").

Direct Department compensation rates shall be paid in accordance with Addendum II Budget provisions taking into account the statutory contribution by the youths LEA of a per pupil special education rate

BEHAVIOR MANAGEMENT

For residential Providers, Contractor agrees to apply behavioral management model and restraints which comply with Department licensing regulations

TRANSITION PLANNING AND DISCHARGE

Transition planning for children in placement must begin immediately after admission. Contractor agrees to comply with all applicable licensing requirement provisions with respect to planned and agreed upon discharges.

Contractor agrees that when child is absent from their placement due to medical and psychological reasons, and /or a hospital stay, the child shall be taken back into placement to avoid abrupt disruption of their care. The parties agree to work together when a child's placement is disrupted by a hospital stay to ensure placement is secure for the child's return. The parties agree that they will work together to resolve any issues in the best interests of the child. The child cannot be denied return to the contractor facility after any absence without a planned discharge.

If contractor asserts they are no longer able to meet the child's needs, the Contractor agrees that a child cannot be discharged from their program without a specific discharge plan. A child can only be removed from placement by agreement of both the Department and the Contractor. Contractor cannot unilaterally discharge client in an unplanned manner. All discharges from placement of children and youth must be planned.

Discharge cannot take place until the Department has identified an alternative placement. Department shall use good faith in finding an alternative placement keeping in mind the child's best interests and continuity of care.

Children are ready for discharge from the program when they achieve the necessary skills to transition to a less restrictive placement as indicated by progress toward their treatment plan goals. Individual Treatment plans specify measurable goals and objectives, which when met indicate that the youth is ready for transition to a less restrictive setting. The role of the Contractor is to participate in the development and implementation of a discharge plan for each child and by sharing information that will support the child's successful transition. At least three months prior to the client's anticipated discharge, the Contractor will coordinate a conference with all parties including the Department, family and available supports to discuss a transition and after care plan, if applicable.

The role of the Contractor is to participate in the development and implementation of a discharge plan for each child and by sharing information that will support the child's successful transition to the next placement. The group care Contractor will participate in discharge planning and implementation activities with the DCYF caseworker regarding the child's transition.

A written discharge summary will be provided to the Department caseworker which will include the child's recent progress and status reports, education, medical and mental health information, as well as recommendations for future services for the child. It is the Contractor's responsibility to define what the child's needs are. Contractor should not make recommendations for a specific program. The written discharge summary shall be completed no less than fifteen days (15) prior to discharge.

MAINTAINING LICENSING, PERMITS AND GOVERNMENTAL APPROVALS

The Contractor shall, for the term of this agreement, maintain, and comply with the terms of, all licenses, permits and other governmental approvals necessary for the lawful provision of the services detailed in this Agreement. The Contractor shall notify the Department promptly in the event that any such license, permit or other governmental approval is denied, revoked, suspended or placed in any

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form of provisional status.

QUALITY IMPROVEMENT PLANS AND MEDICAID REVIEWS

The Contractor shall, for the term of this agreement, cooperate in and comply with quality improvement programs approved by The Department including, but not limited to case review, site review, Quality Improvement Forums, and Medicaid reviews, etc. The Contractor represents and warrants that all information submitted by The Contractor in connection with such quality improvement programs shall be true, complete, and accurate as of the time of submission. Contractor agrees to adhere to Medicaid documentation requirements as communicated by the Department to enable the Department to maximize any federal funding. Should an error, omission or other material change to this information be discovered after submission, The Contractor shall immediately notify The Department.

The Contractor shall, for the term of this agreement, submit all claims, service utilization management, clinical case management and quality improvement data requested by the Department.

ASSURANCE OF QUALITY STAFF

The Contractor shall, for the term of this agreement, ensure that a sufficient quantity of qualified staff members are employed. The contractor shall further ensure that staffing ratios comply with the requirements established by The Department. The Contractor shall, for the term of this agreement, ensure that all employees providing services, are trained in compliance with applicable standards set forth by The Department. Staffing patterns must also provide for any emergency needs of the child if emergency medical attention is required.

Contractor of residential placement services agrees to designate a caregiver at all congregate care facilities that contract with the Department so that there is always at least one onsite official at the congregate care facility who is designated to exercise the reasonable and prudent parent standard.

The Department acknowledges that there may be youth in placement who may require occasional Individual Intensive Supervision (e.g. one-to-one) services. Contractor of residential placement services agrees to provide this service at the applicable rate.

ASSURANCE OF QUALITY OF FACILITIES

The Contractor agrees to maintain buildings and grounds in a clean and well maintained fashion and to provide proper furniture and beds, and bedding. Further, Contractor agrees that they shall provide adequate and nutritious food to youth in the care.

SUBMISSION OF DATA AND REPORTS

The parties agree that achieving performance standards and outcomes is critically important. The parties agree that they shall work collaboratively to develop standards, and that data is needed and required by the Department to ensure standards and outcomes are met. Contractor agrees to submit data to the Department as requested by the Department. The parties agree that it is ultimately the

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responsibility of the Department to set performance standards, and that Contractor shall comply with the standards outlined by the Department.

For residential providers, and for RHODE ISLAND PROVIDERS ONLY: The Contractor, shall, for the term of this agreement, complete and enter into the HP Web Portal CANS trauma Module CANS, Ohio Scale, and/or ASQ:SE information in accordance with the guidance established by the Department. Contractor shall provide Department with results of assessments within 5 business days of completion.

Contractor shall maintain case record and service plan for the child in accordance with licensing regulations. In addition, Contractor understands that there are certain periodic reviews for children by the Rhode Island Family Court. Contractor agrees to provide a report to the Department in a format and timeframe as requested by the Department so that the Family Court has the pertinent information for the child. Contractor shall electronically send to the Department by the Department's confidential secure portal.

Contractor agrees to provide monthly status reports in a format requested by the Department for children in their care, including but not limited to progress toward treatment goals and anticipated duration of services.

ATTENDANCE AT MEETINGS BY CONTRACTOR

The Contractor shall, for the term of this agreement, send appropriate representatives to all meetings established by the Department that are deemed reasonable and necessary to the administration of contract services. Such meetings may include, but are not limited to, client-specific meetings, statewide meetings and training sessions.

NOTIFICATION REQUIRED BY THE DEPARTMENT

The contractor shall, for the term of this agreement, promptly (in no circumstances more than five business days) notify The Department with details pertaining to the following:

1. Changes to the ownership, control or business address of The Contractor, including, without limitation, any merger or consolidation to which The Contractor is a party;
2. Any occurrence that could materially impair the ability of The Contractor to carry out its duties and obligations set forth in this agreement. Including, but not limited to the arrest of a contractor employee
3. Notwithstanding any event and/or applicable timeframe covered in subparagraph (1.) above, any complaint, including one of abuse or neglect, claim, suit, or criminal or administrative proceeding made or charged against the Contractor with regard to the services provided under this agreement, for the purposes of this subparagraph, "promptly" shall be defined as "within the applicable statutory requirement as applicable, and if not, twenty four (24) hours .
4. Any material litigation, administrative proceedings or investigations in which the organization or any of its principals, partners, associates, subcontractors or support staff is currently involved.

5. Identify and address any conflicts of interest that may arise as a result of business activities or ventures by the organization or associates of the organization, employees, or subcontractors as a result of any individual's status as a member of the board of directors of any organization likely to interact with the Department.

Notice of any of these critical situations may lead to termination of the contract in accordance the terms of this Agreement.

CULTURALLY AND LINGUISTICALLY COMPETENT

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

Contractor affirms their commitment to recruit and hire staff able to meet the cultural needs of the children in their care.

COMPLIANCE WITH FEDERAL and STATE LAWS AND REGULATIONS

The contractor shall, for the term of this agreement, provide the services described in this Addendum in accordance with, and shall at all times comply with, all applicable federal, state and local laws, ordinances, rules and regulations, including the provisions of any applicable future law.

The Contractor specifically agrees to comply with current and future United States and Rhode Island laws and regulations including but not limited to:

1. Rhode Island General Laws ("RIGL") § 42-72-15, Children's Bill of Rights (a copy of which shall be posted conspicuously within the facility or program);
2. RIGL § 42-72.1 et seq, Licensing and Monitoring of Child Care Providers and Child-Placing Agencies;
3. RIGL § 28-5-7, et seq, Unlawful Employment Practices,
4. RIGL 42-87-1, et seq, as amended, Civil Rights of People With Disabilities.
5. RIGL § 40-11-1 et seq, Abused and Neglected Children;
6. RIGL § 42-72 et seq; Department of Children, Youth and Families;
7. RIGL § 42-72.9 et seq; Children's Right to Freedom from Restraint Act;

8. RIGL § 42-158-1 et. seq; Freedom from Prone Restraint Act
9. RIGL § 42-72,10-1 Foster Parents Bill of Rights
10. 15. “Residential Child Care Regulations for Licensure;”
11. 16. “State of RI Regulations for Child Placing Agencies;”
12. 17. “Family Child Care Home Regulations for Licensure and Group Family Child Care Home Regulations for Licensure;”
13. 18. “Foster Care and Adoption Regulations for Licensure,” as promulgated under RIGL § 42-72.1 et seq;
14. Every Student Succeeds Act (ESSA) – Formally identified as the Elementary and Secondary Education Act of 1965 As Amended by the Every Student Succeeds Act (P.L. 114-95) (as applicable)
15. Prison Rape Elimination Act – Public Law 108-79 / PREA Standards for Juvenile Facilities (if applicable)
16. The Individuals with Disabilities Education Improvement Act of 2004 – PL 108-446
17. Fostering Connections to Success and Increasing Adoptions Act of 2008 – PL 110-351
18. Preventing Sex Trafficking and Strengthening Families Act PL 113-183)

Corporal punishment and / or abuse are prohibited by the Department’s policies and applicable law. Discipline shall be administered in accordance with The Department’s policies. Any incident of alleged abuse and / or neglect must be immediately reported to the Department’s Division of Child Protective Services at 1-800-RI CHILD (1-800-742-4453) pursuant to RIGL 40-11-3, Abused and Neglected Children, and in accordance with DCYF Policy 500.0000, Reporting Child Abuse and / or Neglect to the Call Floor.

**ADDENDUM II
BUDGET**

CONTRACTOR AGREES TO ACCEPTANCE OF THE SERVICE AND RATES AS DESCRIBED BELOW AND ALL OTHER TERMS AND CONDITIONS OF PERFORMANCE AND PAYMENT IN ACCORDANCE WITH THE PROCURMENT REQUIREMENTS

A. Table of Services which shall be provided by the Contractor, and associated payment rates

| SERVICE | RATE STRUCTURE AND AMOUNT |
|---------|---------------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

B. Contract Ceiling In the performance of duties under this agreement, the Contractor shall not earn compensation in excess of \$ _____ (hereinafter, the Contract Ceiling), said value having been established based upon historical expenditures for the required services over a similar period or performance. The Contractor shall notify the Department, in writing, once the Contractor has billed the Department for a cumulative amount equal to 80% of the Contract Ceiling. Should the Contractor determine that the Contract Ceiling should be increased to permit completion of required duties within the term of the agreement, The Contractor shall request an upward adjustment to the Contract Ceiling. Said request shall include the magnitude of the requested adjustment, along with all supporting rationale required to allow the Department to determine that such an adjustment is in the best interests of the Department. The Contractor shall supply a supporting Budget.

C. Local Educational Agencies (LEA) rates and the Department’s direct compensation rate. The Department’s direct compensation rate to the Contractor for services will vary based upon a statutory requirement for the contribution by the child’s / youth’s, Local Education Agency (“LEA”). Rhode Island General Law §16-64-1.1 requires each LEA to contribute a per pupil special education rate toward the cost of education of a child/youth placed by the Department in a residential treatment program that includes the delivery of education Annually, the RI Department of Education (RIDE) determines the rate that each individual LEA is responsible to contribute directly to the Contractor. Each LEA is responsible to contribute the per pupil special education rate regardless of the youths identification as a child with a disability requiring special education services

The per pupil special education rate for each LEA changes annually and is published each year by the Rhode Island Department of Education (“RIDE”). For the term of this agreement, the Contractor shall bill the Department according to an adjusted rate that is based upon and off-set by the contribution from the child’s/youth’s LEA. In addition, the Contractor shall directly bill the LEA for its contribution at the published per pupil special education rate. The Department may provide notice to the Contractor of the per pupil special education rates as published annually by RIDE.

D. Contractor Budget to support the payment of these rates is incorporated herein as attachment_____.

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E. Contractor agrees that the rate billed to the Department shall be the lowest and best, that is Contractor shall not provide the same service to another Payer at a lower rate. If a lower rate is negotiated with another Payer, that same rate must be offered to the Department.

F. Contractor agrees that the proposed number of “slots” for their services shall be preserved and available to the Department. If for some reason, the Contractor is no longer able to provide the agreed upon number of slots, the Department must be notified.

ADDENDUM III
PAYMENTS, REPORTS SCHEDULE AND CLAIMING OF EXPENDITURES

PAR. 1 PAYMENTS AND REPORT SCHEDULE

The Department will combine or “blend” funding from many different sources, including state general revenue and various federal sources, such as Title IV-E, which covers room and board costs for foster children; Title IV-B; and Medicaid, which reimburses for mental health and behavioral health and rehabilitation services and for home and community-based services. Each of these federal funding sources requires specific service and reporting requirements, which can differ by funding source. Payments by the Department to the Contractor shall not exceed the rates established in Paragraph A of this Addendum. In order to receive payment for services rendered, the Contractor shall submit detailed invoices that line-itemize the services performed, quantities delivered and rates charged in a format to be directed by the Department..

Specifically, The Contractor shall, for the term of this agreement, continue to submit to The Department monthly invoices and census reports for all services provided. Census reports shall include: client name; type of service; location of service; RICHIST identifying number; date of entry into the program of service; date of discharge from the program of service (if applicable); service authorization number (from RICHIST); and days for which the client is absent from care. (if any). Authorizations are critical and must be current.

The invoice and census must be submitted monthly to The Department, unless the Contractor is directed otherwise in writing by The Department. All invoices and census reports must be submitted within five (5) business days of the end of the month within which services were provided. In addition to the foregoing, The Contractor shall submit daily census reports which identify each child in residence in The Contractor’s service program(s) on the date reported. The Contractor shall ensure that its business address appears on all invoices submitted to the Department for payment of services.

The Department shall reimburse The Contractor for any youth who is absent from care (formerly known as AWOL),without permission from the facility for a maximum of four (4) calendar days. Billing for these youth shall be included on the monthly statement as a separate item.

If a youth returns from being absent from care and does not suffer from a chronic medical condition or does not disclose or exhibit any evidence of illness or recent substance use, then that youth may be placed into the identified placement prior to a medical evaluation being conducted. In these instances, an appointment for a comprehensive physical examination will be made the following business day.

The Department shall reimburse The Contractor for any youth who been hospitalized from the facility for a maximum of fourteen (14) calendar days. Billing for these youth shall be included on the monthly statement as a separate item.

Reimbursement in all cases is contingent upon the provision that the program will re-

admit the absent client back into the program. Contractor agrees that they shall work with the Department on any discharge from placement of any youth, particularly after an unexpected absence from their care, such as hospitalization. No youth shall be refused placement back into their care without a plan for transition worked upon by the Department with the Contractor. In all instances continuity of care and the best interests of the youth shall be the primary concern.

Contractor shall receive preapproval for any extended absences including but not limited to vacations, and or extended visitation with family. Department shall not make payment for unauthorized absences notwithstanding the provisions above.

Within ten (10) business days of The Department's receipt of the invoice and census for the services rendered, The Department shall pay The Contractor for such services in accordance with the rates set forth in this scope of work. Notwithstanding the foregoing, payment of compensation to The Contractor is contingent upon The Department's receipt of properly completed invoices and census reports.

For billing purposes, for residential placement, the Department shall pay for the first day of the child's day in placement no matter what time the child arrives, however, the Department shall not pay for final day of placement if the child does not stay for that night.

The Department reserves the right to request additional supporting documentation for invoiced expenses. The Department may reject any invoiced expense that is unrelated to the contracted services, or is improperly documented.

The Contractor shall, for the term of this agreement, accept Department referrals ONLY from the Department. The Department reserves the right to reject invoiced expenditures resulting from unauthorized referrals.

The Department reserves the right to remove or discharge the youth from the Contractor's program upon seven days written notice unless the removal or discharge is required due to a court order, or an immediate threat to the child's safety and well-being. The date of such removal shall represent the discharge date for the purposes of this agreement. The Department's obligation to pay the provider shall cease in accordance with this provision.

PAR. 2 CLAIMING EXPENDITURE PROCESS AND DOCUMENTATION

The Contractor shall, during the term of this agreement, implement proper procedures with respect to claiming expenditures against Federal funding sources. Each of these Federal sources has specific service and reporting requirements. The Contractor shall support Federal claiming through the following actions:

1. Provide to The Department all documentation necessary to allow the Department to submit a Medicaid claim in accordance with all applicable Federal and state regulations and

ensure records are compliant with relevant federal and state regulations and guidance. This may include but is not limited to:

- Referral by DCYF staff
- Evidence that a child is at risk of removal or in need of continued out-of-home care
- Signed consent for treatment/services
- Comprehensive assessment
- Service plan/treatment plan
- Progress notes/case notes;

2. The parties acknowledge that Department is moving toward the contractor doing direct billing with Medicaid in order to maximize federal funding to the State. Contractor agrees that they shall submit Medicaid claims directly to the state's Medicaid Management Information System (MMIS) for Medicaid services provided through the Department of Children, Youth and Families, Department of Human Services, and Department of Behavioral Healthcare, Developmental Disabilities, and Hospitals, at a point in time when requested by the Department. The Department agrees to work with the contractor as they prepare to direct bill Medicaid at the request of the Department, understanding that the contractor may need to take steps to prepare before implementation of direct billing.

3. Assist the Department in completing time studies to qualify staff time spent in the completion of Federally reimbursable activities;

4. Support and cooperate with the Department in inquiries, audits and investigations conducted to pursue fraud, waste and / or abuse of Medicaid funds, and to pursue the assessment of financial and criminal penalties when warranted; and

5. As requested, collaborate with the Department to establish reimbursement procedures and processes when reimbursement for service is possible through Medicaid, Title IV-E or another source.

The Contractor shall, for the term of this agreement, maintain detailed service and expenditure records available for review and auditing upon request by Federal and state authorities. These records must substantiate cost reports and invoices, and document compliance with applicable Federal and state requirements, including those associated with Title IV-E, IV-B and Medicaid funds. These records must include required treatment and case plan documentation. Documentation must be retained for at least seven (7) years following the month in which a service was delivered. At a minimum, these records must include documentation references in accordance with 42 CFR 440.130(d)(3), Medicaid Rehabilitation Option requirements, as follows:

- i. Functional Impairment
- ii. Qualified Provider(s)
- iii. Active Participation – individual and family
- iv. Rehabilitation / Recovery Goals
- v. Specified Disorder (diagnosis)
- vi. Medical and Remedial Services
- vii. Service Delivery Methodology

- viii. Anticipated Outcomes
- ix. Frequency and Duration of Services
- x. Signed by Individual Who Developed Plan
- xi. Anticipated Provider of Services
- xii. Timeline for Re-Evaluation (<1yr)
- xiii. Re-Evaluated with Individual and Family Involvement
- xiv. Goals Being Met? Measurable Reduction of Disability?
- xv. Documented/Signed Individual/Family Participation
- xvi. Services Are “Rehabilitative”
- xvii. Individual’s relevant history, current medical findings, contraindications, and care coordination needs, as needed, to achieve rehabilitation goals

Any expenditure disallowed as a result of non-compliance with state or Federal funding regulations discovered in any audit must be repaid by The Contractor to The Department upon discovery.

For services that are not currently direct billed, the provider will be responsible for submitting a properly completed, department approved invoice form on a monthly basis that details all expenditures made with department funding. These invoices will include the recipient, service, duration/units delivered, dates of service, diagnosis (when necessary), eligibility and other key information to be used to submit claims for federal reimbursement and reconcile expenditures against activities. The department reserves the right to request additional supporting documentation. The department may reject any service expense included on the invoice that is not related to an appropriate activity. If requested by the Department, the Contractor shall submit a Cost Allocation Plan (CAP) to the department for approval. This CAP must be developed in accordance with the appropriate federal cost principles as contained in Federal OMB circular A-122, “Cost Principles for Non-Profit Organizations.” The CAP must identify the methodologies and procedures used to identify, measure, and allocate allowable direct and indirect costs to each program or service managed by the Contractor.

**ADDENDUM IV
FISCAL ASSURANCES**

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

ADDENDUM V

RHODE ISLAND DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES

NOTICE TO DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Public and private agencies, organizations, institutions, and persons that receive Federal financial assistance through the Department of Children, Youth and Families (DCYF) are subject to the provisions of Title VI of the Civil Rights Act of 1964 and the implementing regulations of the

United States DEPARTMENT OF HEALTH AND HUMAN (DHHS), which is located at 45 CFR, Part 80, collectively referred to hereinafter as Title VI. DCYF contracts with Contractors include a Contractor's assurance that in compliance with Title VI and the implementing regulations, no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in its programs and activities on the grounds of race, color, or national origin. Additional DHHS guidance is located at 68 FR 47311-02.

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

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

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

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

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

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

It is the responsibility of each Contractor to acquaint itself with all of the provisions of the Title VI regulations.

THE REGULATIONS ADDRESS THE FOLLOWING TOPICS:

SECTION:

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

ADDENDUM VI

RHODE ISLAND DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES

NOTICE TO RHODE ISLAND DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES' CONTRACTORS OF THEIR RESPONSIBILITIES UNDER SECTION USC 504 OF THE REHABILITATION ACT OF 1973

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

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

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

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

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

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

It is the responsibility of each Contractor to acquaint itself with all of the provisions of the Section 504 regulations. A copy of the regulations, together with an August 14, 1978 Policy Interpretation of General Interest to Providers of Health, Welfare, or Other Social Services or Benefits, is available upon request from the Community Relations Liaison Officer, **DEPARTMENT OF CHILDREN, YOUTH AND**

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

SUBPART A - GENERAL PROVISIONS

SECTION:

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

SUBPART B - EMPLOYMENT PRACTICES

SECTION:

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

SUBPART C - ACCESSIBILITY

SECTION:

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

SUBPART F - HEALTH, WELFARE, AND SOCIAL SERVICES

SECTION:

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

ADDENDUM VII

DRUG-FREE WORKPLACE POLICY

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

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

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

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

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

SIGNATURE:

TITLE:

DATE:

ADDENDUM IX

SUBCONTRACTOR COMPLIANCE

(NOT APPLICABLE UNLESS PRIOR APPROVAL)

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

PAR. 12. CONTRACTOR'S LIABILITY/INDEMNIFICATION

PAR. 13. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

SIGNATURE:

TITLE:

DATE:

ADDENDUM X

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

SIGNATURE:

TITLE:

DATE:

ADDENDUM XI

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

PRIMARY COVERED TRANSACTIONS

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

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

procurement list (of excluded parties).

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

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

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

SIGNATURE:

TITLE:

DATE:

October 22, 2018

ADDENDUM XVI

BID PROPOSAL

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ADDENDUM XVII
CORE STAFF POSITIONS

Department's Project Officer: Deborah Buffi, Associate Director, or her Designee

Department's Financial Officer: Kayleigh Pratt, Chief Financial Officer

Contractor's Project Officer: _____

Contractor's Financial Officer: _____

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ADDENDUM XVIII
FEDERAL SUBAWARD REPORTING
FFATA FORM

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

Directions:

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

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

IMPORTANT ITEMS TO NOTE ABOUT NEW REQUIREMENT

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

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

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

Rev. 06-2014

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

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

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

| Section 2: Sub-Awardee Information | | | | | | | | | | | | | |
|--|--|--|--|--------------------|--|--|--|-------|--|-----|--|----|--|
| Sub-Awardee DUNS+4 | | | | | | System for Award Management Registration Expiration Date (if applicable) | | | | | | | |
| Sub-Awardee Name (as registered in DUNS) | | | | | | | | | | | | | |
| Sub-Awardee Address (as registered in DUNS) | | | | | | Sub-Award Principal Place of Performance (where work performed) | | | | | | | |
| Number and Street | | | | | | Number and Street | | | | | | | |
| City | | | | | | City | | | | | | | |
| State | | | | | | State | | | | | | | |
| ZIP+4 | | | | | | ZIP+4 | | | | | | | |
| Executive Compensation† (to be completed by sub-awardee) | | | | | | | | | | | | | |
| In preceding fiscal year, did federal funds from all sources make up more than 80% of agency budget? If no, stop. Do not report executive compensation. Proceed to Sub-Awardee Certification. | | | | | | | | | | Yes | | No | |
| In preceding fiscal year, did your agency receive more than \$25 million in federal funds? If no, stop. Do not report executive compensation. Proceed to Sub-Awardee Certification. | | | | | | | | | | Yes | | No | |
| Is information about the compensation of the senior executives in the sub-recipient's organization (including parent organization, all branches, and all affiliates worldwide) publicly available? If no, report executive compensation for five highest paid officials below. | | | | | | | | | | Yes | | No | |
| Official Name | | | | | | Compensation Amount | | | | | | | |
| Official Name | | | | | | Compensation Amount | | | | | | | |
| Official Name | | | | | | Compensation Amount | | | | | | | |
| Official Name | | | | | | Compensation Amount | | | | | | | |
| Official Name | | | | | | Compensation Amount | | | | | | | |
| † See Federal Register Volume 75, No. 177, Appendix A, Paragraph E5 for guidance on reporting executive compensation. | | | | | | | | | | | | | |
| Sub-Awardee Certification | | | | | | | | | | | | | |
| I certify, to the best of my knowledge and belief, that the information provided is complete and accurate, and that I am authorized to sign contracts and other legally binding documents on behalf of the entity. I understand that my typed name below shall have the same force and effect as my written signature. | | | | | | | | | | | | | |
| _____ | | | | _____ | | | | _____ | | | | | |
| Signature | | | | Title of Signatory | | | | Date | | | | | |

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

October 22, 2018

ADDENDUM XIX
BUSINESS ASSOCIATES AGREEMENT

Incorporated herein

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**ADDENDUM XX
ACTIVE CONTRACT MANAGEMENT**

PAR. 1. OVERVIEW

As part of its commitment to become more outcomes-oriented, the Department seeks to actively and regularly collaborate with the Contractor and other stakeholders to enhance accountability and contract management, improve results, and adjust program delivery and policy based upon learning what works.

The parties recognize that reliable and relevant data is necessary to ensure compliance with this Agreement, evaluate program results, and drive program improvements and policy decisions. Sharing data between the Department and the Contractor on a regular basis can ensure that key stakeholders operate with a common understanding of performance and trends regarding the target population that require action.

Regular reviews of and conversations around program performance, program results and program data, particularly related to the Outcomes and/or Performance Objectives defined in this Agreement, will allow the Department and agencies to employ real-time information to track performance, identify good practice, and swiftly, collaboratively and effectively address any challenges experienced on the ground by agencies and the target population.

PAR. 2. PERFORMANCE OBJECTIVES

2.1 The Scope of Work attached to this Agreement shall define key Performance Objectives that the service(s) described in this Agreement is/are intended to accomplish.

2.2 These Performance Objectives shall inform data fields to be collected, outcome and indicator metrics to be reported, and trends to be monitored.

PAR. 3. DATA REPORTING

3.1 The Contractor shall comply with data collection, analysis, and reporting activities defined and set by the Department, including any requests associated with data collection and/or evaluation work by a third party commissioned by the Department.

3.2 The Department shall establish a data reporting schedule which shall define the data to be collected and submitted by the Contractor to the Department, as well as the structure, frequency, and submission protocol of such reports. Requested data shall include, but may not be limited to, aggregate and individual-level information on:

- a) Clients referred for services, enrolled in services, and discharged from services
- b) Activities undertaken by the Contractor to service clients referred for services, and the timeliness of those activities
- c) Findings of assessments completed by Contractor in the course of delivering services
- d) Client outcomes during and following service delivery
- e) Utilization and spending against Agreement budget ceiling

3.3 Contractor agrees to make reasonable efforts to collect additional data related to performance as requested by the Department.

3.4 All data and reports shall be submitted by the deadline(s) established by the Department in the format requested by the Department. If data and/or reports are not received in a timely manner or are not complete, the Department reserves the right to withhold invoice payment until all pending data and/or reports are received and approved.

PAR. 4. MEETINGS

4.1 The parties agree that consistent meetings shall take place in according to a schedule to be established by the Department, to review program performance and develop strategies to improve program quality.

4.2 Meetings shall include, at least, the Department's Director, or designee, and the Contractor's chief executive officer, or designee. Each party may be represented by additional representatives as such party deems appropriate. The Department may request the attendance of additional parties as it deems appropriate. Representatives from the Contractor will attend all meetings as requested by the Department.

4.3 At such meetings, the parties will review data and reports to:

- a) Monitor progress, highlight accomplishments, and identify concerns
- b) Collaboratively design and implement operational changes to continuously improve processes and outcomes
- c) Develop strategies on broader systems changes to improve service delivery and coordination between services (including referral mechanisms)

4.3 The Department will make reasonable efforts to provide a minimum of 3 business days of advance notice when requesting attendance at such meetings. The Department will make reasonable efforts to allow for remote participation in such meetings.

4.4 Meetings may take place individually or jointly with other Contractors.

PAR. 5. USES OF DATA

5.1 Data related to Contractor performance, including but not limited to data submitted by the Contractor, shall be used in the periodic meetings described herein to review program performance and develop strategies to improve program quality.

5.2 The Department reserves the right to use data related to Contractor performance, including but not limited to data submitted by the Contractor, to guide program development, evaluate programs, inform policies, and inform contract decisions, including to:

- a) Assess outcomes of the target population to better understand the effectiveness of services and identify trends related to the target population over time
- b) Learn how to more effectively serve target populations by drawing comparisons with other Contractors
- c) Publish reports, including those which report absolute and comparative Contractor performance
- d) Define and calculate incentive-based payments which may be earned by the Contractor
- e) Inform Department service referral decisions
- f) Inform Department policy formulation or other Department decision making
- g) Inform determinations related to the extension or renewal of this Agreement
- h) Evaluate potential bid(s) by the Contractor in response to any future solicitations by the Department for goods or services

5.3 This section shall not limit the Department's right to use Contractor performance data for purposes not listed herein.

PAR. 6. CONFIDENTIALITY AND DATA SECURITY

6.1 The collection, record keeping, and reporting of data by the Contractor shall be conducted in accordance with any and all privacy, security, confidentiality, and copyright requirements provided for in this Agreement, and in accordance any and all applicable State and Federal statutes and regulations.

October 22, 2018

6.2 Nothing in this Addendum shall be construed to waive or limit the Contractor's obligations or liabilities stated elsewhere in this Agreement.

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**ADDENDUM XXI
DEPARTMENT PERFORMANCE MEASURES**

The Department expects children and families in DCYF care to receive timely and clinically-appropriate services which are family-focused, trauma-informed, and aligned with best-practice. All services shall be oriented towards achieving safety, permanency, and child wellbeing in the least restrictive environment.

The Department seeks to improve performance in achieving the outcomes described below:

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

Figure 1. Outcomes framework

To aid the Department’s effort to improve performance Providers may be asked to collect and report data that relate to the performance measures identified below.

1. Child and family outcome measures

- 1.1. Ninety-five percent (95%) of children/youth receiving services while in-home do not experience a maltreatment while open to the provider
- 1.2. Ninety-five percent (95%) of children/youth reunified do not experience maltreatment within 12 months of reunification
- 1.3. Ninety-five percent (95%) of children/youth in-home do not experience a maltreatment within six months post case closure

- 1.4. Ninety percent (90%) of children/youth in-home remain in the home from the start of service and 12 months thereafter
- 1.5. Eighty percent (80%) of children/youth improve in functional status or level of need by at least 1 level from baseline to discharge, as determined by a validated functional assessment improve at least 1 level from baseline to discharge
- 1.6. Eighty percent (80%) of youth involved with juvenile justice do not experience a subsequent adjudication within 12 months of a previous adjudication
- 1.7. Eighty-five percent (85%) of children/youth step down into a lower level family-based placement or achieve permanency within 3 months of entry into non-family based placement
- 1.8. Eighty-five percent of children/youth in a family-based placement achieve permanency (reunification, guardianship, adoption permanent living with relative) within 12 months of entry into that same family-based placement
- 1.9. Ninety-five percent (95%) of children/youth will have placement stability with 2 or fewer placements over a 6 month period
- 1.10. Ninety-five percent (95%) of children/youth remain at home for 12 months post reunification

2. Practice and process measures

- 2.1. Eighty-five percent (85%) of children/youth in-home and their families and/or primary caregivers experience initial face-to-face contact with providers of community-based services within 5 business days of DCYF service referral.
- 2.2. Eighty-five percent (85%) of children/youth in-home and their families and/or primary caregivers are enrolled in community-based services within 14 days of DCYF service referral.
- 2.3. Eighty-five percent (85%) of children/youth and their families/primary caregivers receive community-based behavioral services with behavioral supportive services that include family-focused, trauma informed and/or family systems informed.
- 2.4. Eighty-five percent (85%) of children/youth and their families/primary caregivers enrolled in community-based services experience face-to-face service delivery at frequency indicated in service plan.
- 2.5. Eighty-five percent (85%) of children/youth in placement receive with their families and./or primary caretakers reunification or permanency support services (as defined by behavioral supportive services that include evidence informed family-focused, trauma

informed and/or family systems informed) within 14 days of entry into placement and subsequently at frequency indicated in service plan.

- 2.6. Eighty-five percent (85%) of children/youth in placement where reunification, adoption, or guardianship is not the case plan receive supportive services aimed at establishing a permanent adult connections.
- 2.7. Eighty-five percent (85%) of youth age 14 or older are enrolled in school, or GED or vocational services and extra-curricular activities preparing them for successful adolescence and adulthood.
- 2.8. Among children discharged from placement to reunification, guardianship, or adoption, 85% of children in placement and their families/primary caregivers receive post reunification services within the timeframe indicated as indicated in service plan
- 2.9. Among all out-of-home providers, any provider in whose care a child experiences maltreatment shall not experience a subsequent incident within a 12 month period

**ADDENDUM XXII
INCENTIVE-BASED BONUS PAYMENTS**

PAR. 1. OVERVIEW

As part of its commitment to become more outcomes-oriented, the Department will make incentive-based bonus payments to the Contractor based on the outcomes of children who receive services from the Contractor. These bonus payments will be in addition to primary compensation described in this Agreement.

The goal of the bonus payment is to focus the Department and the Contractor on one of the Department's priority outcomes: safely achieving and sustaining permanency.

PAR. 2. DEFINITIONS

2.1 Permanent Setting shall mean one of the following:

- a) The home of a parent with whom the child is living permanently, or with whom the child has reunified.
- b) The home of an adoptive parent.
- c) The home of a guardian.
- d) The home of a relative or friend (child must not be in DCYF custody).
- e) Respite care, if the child entered respite from a Permanent Setting.

2.2 Placement Care shall mean services which include living arrangements for children receiving that service, such as private foster care, group home care, residential treatment centers, assessment centers, and independent and transitional living arrangements.

2.3 Performance Window

- a) If the child is in a Permanent Setting, not including respite care, on the first day of services, the "Performance Window shall mean the period of 180 days beginning the first day a child receives services from the Contractor, according to DCYF invoice records.
- b) If the child is not in a Permanent Setting, not including respite care, on the first day of services, the "Performance Window" shall mean the period of 180 days beginning the first day a child returns to their Permanent Setting, according to RICHIST.

PAR. 3. PERFORMANCE METRIC

3.1 For services that provide care while a child is in a Permanent Setting, or services that provide care that begin while a Child is in Placement Care and continue when the child is in a Permanent Setting, the Department shall award the Contractor an incentive-based bonus payment of \$200 for every child who meets all of the following criteria:

- a) DCYF referred the child to the Contractor for services.
- b) The Contractor served the child for at least 90 continuous days.
- c) The child remained in a Permanent Setting for the entire Performance Window.

3.2 For services that provide Placement Care, the Department shall award the Contractor an incentive-based bonus payment of \$200 for every child who meets all of the following criteria:

- a) DCYF referred the child to the Contractor for placement.
- b) The Contractor provided placement for the child for at least 8 days.
- c) The child returned from the placement provided by the Contractor directly to a Permanent Setting.
- d) The child remained in a Permanent Setting for the entire Performance Window.

PAR. 4. DETERMINATION AND PAYMENT

4.1 The Contractor shall track the outcomes of children they serve and invoice the Department for incentive-based bonus payments according to the invoice instructions for primary compensation described in this Agreement.

4.2 The Department shall use the following data sources to confirm whether the Contractor is eligible for any incentive-based bonus payment:

- a) The Department shall use invoice records to determine the days on which the child received services from the Contractor.
- b) The Department shall use RICHIST records to determine the days on which the child was in a Permanent Setting.

4.4 The Contractor's ability to earn an incentive-based bonus payment for a service shall not be impaired by the provision of one or more other services to a child by the same or different Contractor.