

RESOLUTION OF THE CITY COUNCIL

No. 359

Approved July 23, 2024

RESOLVED, That the Members of the Providence City Council hereby Authorize Approval of the following Contract Award by the Board of Contract and Supply, in accordance with Section 21-26 (b)(2) of the Code of Ordinances.

The Providence Center, Inc.
(Police Department)

\$197,720.00

IN CITY COUNCIL
JUL 18 2024
READ AND PASSED


RACHEL M. MILLER, PRESIDENT

CLERK

I HEREBY APPROVE.



Mayor

Date: 7/23/24



OFFICE OF THE INTERNAL AUDITOR
City of Providence

June 13, 2024

Ms. Tina Mastroianni
City Clerk's Office
City of Providence
25 Dorrance Street
Providence, RI 02903

Dear Tina:

I am writing to request that the following requested contract award be submitted to the City Council and the Finance Committee for approval:

- **Department of Public Property**
 - Award to **Green View Tree Service, LLC** for "Trash and Recycling Service Blanket Contract" in an amount of **\$734,000.00** in accordance with the Code of Ordinances, Section 21-26 (b) (1).
 - Approval of Encumbrance with **Captona Partners Solar & Competitive Energy Services** for virtual net metering credits in an amount not to exceed **\$501,750.00** in accordance with the Code of Ordinance Section 21-26 (b) (1) & (2).
- **Department of Public Works**
 - Requesting a Change Order in the amount of **\$460,000.00** to "Providence Citywide Traffic Signal Repairs and Improvements with Multiple Vendors" for a revised contract amount of \$1,000,000.00 in accordance with the Code of Ordinances, Section 21-26 (b) (4).
- **Police Department**
 - Award to **Edward Deutch Uniform aka Leader Uniforms** for "Police Uniform and Equipment – Two Year contract" in the amount not to exceed **\$2,521,925.00** in accordance with the Code of Ordinances, Section 21-26 (b) (1).
 - Approval to Continue the Behavioral Health Diversion Program with the **Providence Center** in the amount of **\$197,720.00** in accordance with the Code of Ordinance, Section 21-26 (b) (2.)

- **Recreation**

- Requesting a Change Order in the amount of **\$26,000** for “Sports Equipment and Apparel with **Elmwood Sports**” for a new contract amount of **\$71,000.00** in accordance with the Code of Ordinance Section 21-26 (b) (4)

Sincerely,



Gina M. Costa

Internal Auditor

Cc: John Arzoomanian, Department of Public Property
Alejandro Tirado, Director of Purchasing
Shomari Husband City Treasurer
Patricia Coyne Faye, Director of Public Works
Oscar L. Perez, Chief of Police
Stephen Grace, Director of Recreation

BRETT P. SMILEY
Mayor



OSCAR L. PEREZ
Chief of Police

Department of Public Safety, Police Department
"Building Pride in Providence"

May 30, 2024

The Honorable Brett P. Smiley
Chairman, Board of Contract & Supply
City Hall
Providence, RI 02903

Re: Approval to Continue the Behavioral Health Diversion Program with The Providence Center for FY25

ID#: 45596

Minority Participation: 0% MBE, 0% WBE

Account: 101-302-53227

Amount: \$197,720

Dear Mayor Smiley:

The Providence Police Department respectfully requests approval to continue the Behavioral Health Diversion Program with The Providence Center (TPC) to provide Police Navigators/Diversion Clinicians for the period July 1, 2024, through June 30, 2025, in an amount not to exceed \$197,720 for FY2025 (Pending Budget Approval).

The Providence Center is an integral component of the Police Department's behavioral health diversion program. Clinicians from the center provide on-scene assessments of individuals who may be experiencing behavioral health crises. They also refer individuals who require assistance when appropriate to hospitalization, treatment services, or other clinical or recovery support services. This program was originally approved by the BOCS on June 25, 2018 as a three-year program via single source, and it has been renewed every year since then.

Continuation funding of \$197,720 is requested within the FY25 Proposed Budget for the continuation of the diversion program in account 101-302-53227.

The Providence Center
528 North Main Street
Providence, RI 02904

Respectfully Submitted,

Handwritten signature of Oscar L. Perez.

Oscar L. Perez
Chief of Police

Financial Approval:

Enc.

Public Safety Complex | 325 Washington Street | Providence, RI 02903
401-272-3121 phone | 401-243-6464 fax | 401-831-3456 TDD

Memorandum of Agreement

BETWEEN Providence Police Department
325 Washington St
Providence, RI 02903

AND CONTRACTOR The Providence Center, Inc.
528 North Main Street
Providence, RI 02904

This agreement sets forth work to be undertaken by the Contractor in accordance with the following scope of work and in accordance with the following budget.

PROJECT TITLE: Providence Police Navigators/Diversion Clinicians
AGREEMENT NOT TO EXCEED: \$ 197,720

General Terms and Conditions

1. PARTIES TO THE AGREEMENT

This Agreement is made between the Providence Police Department and The Providence Center (TPC), a Rhode Island-based non-profit organization.

2. PERIOD OF PERFORMANCE

The period of performance covered by this agreement is July 1, 2024 to June 30, 2025

3. MODIFICATION OF AGREEMENT

This Agreement may be modified, amended, or extended only by mutual written consent.

4. TERMINATION OF AGREEMENT

This Agreement may be terminated by either the Providence Police Department or TPC by giving a thirty (30) day written notice to the other party. Upon such notice, the parties shall not make any new financial commitments related to the project and, to the extent possible, shall cancel any outstanding commitments that relate to this Agreement. The parties shall not be responsible for any financial obligation incurred beyond the performance period end date above.

5. SCOPE OF WORK

During the term of this Agreement, TPC shall provide the services described in the Scope of Work attached as Exhibit A. The Providence Police Department and TPC shall not modify, alter, delete or substitute any element in the Scope of Work as set forth in Exhibit A without mutual written consent.

6. PAYMENT

In consideration of work and services performed by TPC in accordance with this Agreement, TPC will submit a quarterly report and invoice to the Providence Police Department. Any question or dispute regarding the report or invoice shall be submitted in writing to the signatories listed below and shall be resolved in writing before payment of any invoice. Absent disputes, the Providence Police Department agrees to pay TPC the amount invoiced within 60 days. The parties acknowledge and agree that the compensation set forth in this Agreement was not determined in a manner that takes into account the volume or value of any referrals or other business generated between the parties. No part of this Agreement is intended to be, nor shall it be construed to be, an inducement or payment for referral of any patient.

7. ACCOUNTS, AUDITS, RECORDS

TPC shall maintain books, records, documents and other evidence and accounting procedures and practices sufficient to and to reflect properly all direct and indirect costs of whatever nature it claims to have been incurred for the performance of this Agreement. TPC shall preserve and make available its records until the expiration of three (3) years after the end of the project end period.

8. RECORDS, HEALTH INFORMATION COMPLIANCE

All documents, books and records pertaining to the provision of clinical services pursuant to this Agreement shall belong to and remain the property of TPC. Each party shall protect the privacy, integrity, security, confidentiality and availability of (i) the protected health information (as that term is defined under the Standards for Privacy of Individually Identifiable Health Information at C.F.R. §160.103) disclosed to, used by, or exchanged by the parties by implementing appropriate privacy and security policies, procedures, and practices, and physical and technological safeguards and security mechanisms, all as required by, and set forth more specifically in, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Regulation and the HIPAA Security Regulation, as each may be amended from time to time and (ii) any information protected by Part 2 (i.e. 42 USC § 290dd-2, 42 CFR Part 2) and its implementing regulations and other applicable laws and regulations. All non-clinical documents, books, and records prepared by the Clinician in connection with the services under this Agreement shall belong to and remain the property of the Providence Police Department.

9. INDEMNIFICATION

Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law, and agree to hold the other harmless from claims arising from the party's own fault or negligence.

10. INSURANCE VERIFICATION

TPC shall maintain in full force and effect at its sole cost and expense throughout the term of this Agreement, the following types of coverage insurance coverage, including without limitation,: (a)

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: June 3, 2024

TO: Purchasing Director

SUBJECT: **APPROVAL OF CHANGE ORDER #1, WITH THE PROVIDENCE CENTER, FOR APPROVAL TO ENTER INTO CONTRACT TO PROVIDE FOR A BEHAVIORAL HEALTH CO-RESPONDER CLINICIAN AS APPROVED IN THE FY22 BJA CONNECT AND PROTECT LAW ENFORCEMENT BEHAVIORAL HEALTH RESPONSE PROGRAM – PROVIDENCE POLICE DEPARTMENT**

DISPOSITION: VOTED: The Purchasing Director hereby authorizes Approval of Change Order #1, with The Providence Center, for Approval to Enter into Contract to provide for a Behavioral Health Co-Responder Clinician as approved in the FY22 BJA Connect and Protect Law Enforcement Behavioral Health Response Program, for the period of October 1, 2022, through September 30, 2025, in the amount of Ninety Three Thousand One Hundred Seventy Dollars and Seventy Seven Cents (\$93,170.77), needed to reflect the City's match portion which is required by the grant, for a revised total contract amount not to exceed Three Hundred Eighty Eight Thousand Three Hundred Forty Six Dollars and Seventy Seven Cents (\$388,346.77), all in accordance with the request of Colonel Oscar Perez, Chief of Police, in communication dated May 9, 2024.

cc: Pur.Dir.
Contr
PPD.
File

Chevell J. Burgess

Jina L. Mastroianni
City Clerk

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: October 23, 2023

TO: Purchasing Director

SUBJECT: **APPROVAL TO ENTER INTO CONTRACT, WITH THE PROVIDENCE CENTER, TO PROVIDE FOR A BEHAVIORAL HEALTH CO-RESPONDER CLINICIAN AS APPROVED IN THE FY22 BJA CONNECT AND PROTECT LAW ENFORCEMENT BEHAVIORAL HEALTH RESPONSE PROGRAM, FOR THE PERIOD OF OCTOBER 1, 2022, THROUGH SEPTEMBER 30, 2025 – PROVIDENCE POLICE DEPARTMENT**

DISPOSITION: VOTED: The Purchasing Director hereby authorizes Approval to Enter into Contract, with The Providence Center, to provide for a Behavioral Health Co-Responder Clinician as approved in the FY22 BJA Connect and Protect Law Enforcement Behavioral Health Response Program, for the period of October 1, 2022, through September 30, 2025, for a total contract amount not to exceed Two Hundred Ninety Five Thousand One Hundred Seventy Six Dollars (\$295,176.00), all in accordance with the request of Colonel Oscar Perez, Chief of Police, in communication dated October 5, 2023.

cc: Pur.Dir.
Contr
PPD.
File

CB

Jina L. Mastroianni
City Clerk

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: July 31, 2023

TO: Purchasing Director

SUBJECT: **APPROVAL OF A CONTRACT EXTENSION, WITH THE PROVIDENCE CENTER (TPC) – PROVIDENCE POLICE DEPARTMENT**

DISPOSITION: VOTED: The Purchasing Director hereby authorizes Approval of a Contract Extension, with The Providence Center (TPC), for Approval to Enter into a Contract to Providence Police Navigators/Diversion Clinicians, to provide Police Navigators/Diversion Clinicians, for the period starting July 1, 2023 through June 30, 2024, for a total amount not to exceed One Hundred Ninety Seven Thousand Seven Hundred Twenty Dollars (\$197,720.00) in Fiscal Year 2024, all in accordance with the request Colonel Oscar Perez, Police Chief, in communication dated July 14, 2023.

cc: Pur.Dir.
Contr
PPD
File

CB

Jina L. Mastroianni
City Clerk

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: June 25, 2018

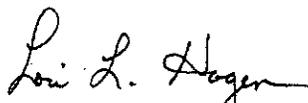
TO: Purchasing Director

SUBJECT: **APPROVAL TO ENTER INTO A THREE YEAR
MEMORANDUM OF AGREEMENT WITH THE
PROVIDENCE CENTER FOR THE FY17 SMART POLICING
INITIATIVE: SMART POLICING INNOVATION GRANT
AWARD – POLICE DEPARTMENT**

CONSIDERED BY: Board of Contract and Supply

DISPOSITION: VOTED: that the Purchasing Director hereby authorizes approval to enter into a three year Memorandum of Agreement with, The Providence Center, for the FY17 Smart Policing Initiative: Smart Policing Innovation Grant Award, a program which is funded through the US Department of Justice where the partnership will help formulate a Behavioral Health Response Team (BHRT) that will work to develop a strategy to reduce recidivism in the use of emergency services by those suffering from alcohol or drug addictions and mental health issues in a total amount not to exceed Four Hundred Three Thousand Five Hundred Eighty Eight (\$403,588.00) Dollars, all in accordance with the request of Colonel Hugh T. Clements, Jr, Chief, in communication dated June 11, 2018.

cc: Pur.Dir.
Contr.
Police
File


Lori L. Hogen
City Clerk

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: August 29, 2022

TO: Purchasing Director

SUBJECT: **APPROVAL TO ENTER INTO A CONTRACT, WITH THE PROVIDENCE CENTER, TO PROVIDE POLICE NAVIGATORS/DIVERSION CLINICIANS – PROVIDENCE POLICE DEPARTMENT**

CONSIDERED BY: Board of Contract and Supply

DISPOSITION: VOTED: that the Purchasing Director requesting Approval to Enter into a Contract, with The Providence Center, to provide Police Navigators/Diversion Clinicians, for the period of July 1, 2022 through June 30, 2023, for a total contract amount not to exceed Two Hundred Ten Thousand Eight Hundred Seven Dollars (\$210,807.00) in Fiscal Year 2023, all in accordance with the request Colonel Hugh T. Clements, Chief of Police, in communication dated August 11, 2022.

A handwritten signature in black ink, appearing to be "A".

cc: Pur.Dir.
Contr
PPD
File

Jina L. Mastroianni
Acting City Clerk

commercial general liability insurance with limits no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate; (b) professional liability insurance of at least One Million Dollars (\$1,000,000); (c) workers' compensation insurance in compliance with all applicable federal and state laws; and (d) automobile liability insurance covering owned, non-owned and hired vehicles with combined limits for bodily injury and property damage of at least One Million Dollars (\$1,000,000) per accident. TPC may provide such insurance through programs of self-insurance.

11. INDEPENDENT CONTRACTOR

The parties acknowledge that TPC is an independent contractor and that any staff person assigned to this project is not an employee of the City of Providence.

12. EQUAL OPPORTUNITY AND CIVIL RIGHTS

TPC agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, handicap, age, sex or national origin. TPC will take affirmative action to ensure that applicants are employed, and employees treated during employment without regard to their race, color, religion, handicap, age, sex or national origin. TPC agrees to comply with all provisions of Executive Order No. 112246, as amended, 1965; Titles VI and VII of the Civil Rights Act of 1964; and the rules, regulations, and relevant orders of the Secretary of Labor; and all other relevant federal laws.

13. SUBCONTRACTS

It is understood that TPC shall not subcontract any of the work under this Agreement without the prior written approval of the Providence Police Department.

14. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to be one and the same Instrument. Moreover, the Parties agree that signatures on this Agreement may be delivered by facsimile transmission or by e-mail delivery of a pdf. Format data file, and that any signature delivered in this manner shall have the same force and effect as if it were an original.

**INTENTIONALLY LEFT BLANK
SIGNATURES ON NEXT PAGE**

AGREED BY:

Providence Police Department

The Providence Center, Inc.

Signature: _____

Signature: _____

Name:

Name:

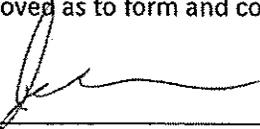
Title:

Title:

Date:

Date:

Approved as to form and correctness:



Jeff Dana, City Solicitor

EXHIBIT A – Providence Police Navigator/Clinician Scope of Work

The Providence Center (TPC) will provide the following staff and services to the Providence Police Department.

- TPC will provide two full-time (37.5 hours/week) police navigators/diversion clinicians (each a "Police Navigator/Diversion Clinician") to work under the operational direction of the Providence Police Department. The schedule for this workweek shall be determined by the Providence Police Department in collaboration with TPC management. The Providence Police Department may utilize TPC's 24 hour Emergency Services line (401-274-7111) to consult with a clinician at any time the Police Navigator/Diversion Clinician is not available. Such Police Navigator/Diversion Clinician shall hold the Qualified Mental Health Professional (QMHP) credential and will receive Crisis Intervention Training. TPC agrees to involve representatives of the Providence Police Department, as designated by the Chief, in interviewing any potential clinician candidates. Further, should the agreed upon Police Navigator/Diversion Clinician leave this position during the duration of this Agreement or its extension, TPC agrees that no substitute staffing will be agreed without the written permission of the Providence Police Department. Clinical direction and supervision of the Police Navigators/Diversion Clinicians will be provided by TPC and TPC shall exercise control and direction over the methods by which the Police Navigator/Diversion Clinicians perform the services hereunder.
- The Police Navigators/Diversion Clinicians shall aid the Department's efforts by providing on-scene assessments of individuals who may be experiencing behavioral health crises. Such assessments shall be at the request of Providence Police Department officers. The Police Navigators/Diversion Clinicians shall refer people, as appropriate, to hospitalization, treatment services, or other clinical services and recovery support services. These referrals shall be to the treatment or recovery support services provider most appropriate to the individual's needs, without any preference for treatment or recovery support services provided by TPC.
- The Police Navigators/Diversion Clinicians shall also provide follow up to individuals and families, case management, and consultation with other community agencies, probation and parole, as directed by representatives of the Providence Police Department. These visits or meetings may include an accompanying Providence Police Department officer as indicated for safety.
- TPC shall provide the Police Navigators/Diversion Clinicians with computers and other devices that are, at its discretion, necessary to perform the tasks of this Agreement in the community.
- The Police Navigators/Diversion Clinicians may also participate in trainings of Providence Police Department officers and staff or staff of other community agencies. Such trainings might include but are not limited to effective use of verbal de-escalation techniques, Naloxone training, awareness and access for community resources, etc.
- The Police Navigators/Diversion Clinicians will document all clinical services and outreach to individuals in TPC's electronic health record. Clinical services provided by the Police Navigators/Diversion Clinicians will follow protocols developed for TPC electronic health records. Community meetings and trainings provided by the Police Navigators/Diversion Clinicians will be documented outside the electronic health record.

- The Police Navigators/Diversion Clinicians shall track program data to include the number of crises responded to with outcomes of those responses, the number of trainings provided and personnel provided to, etc. The Police Navigators/Diversion Clinicians will work to identify and track other outcomes measures which capture efficacy of the program without compromising consumer's rights to privacy and protected health information. The Police Navigator/Diversion Clinicians will provide quarterly reports to a designated representative of the Providence Police Department.
- The Police Navigators/Diversion Clinicians shall participate in community integration meetings and partnership activities at the direction of Providence Police Department Command staff.
- TPC will provide the Police Navigators/Diversion Clinicians with clinical supervision.
- TPC and the Providence Police Department recognize and agree that the amount to be invoiced under this Agreement does not equal the full costs to TPC of the services provided under this Agreement. The full costs of the services provided under this Agreement, include the salary, fringe benefits, and payroll taxes for the Police Navigators/Diversion Clinicians, local travel for the Police Navigators/Diversion Clinicians, the costs of clinical supervision and program coordination, training and professional development, and indirect costs that include TPC-wide functions such as payroll processing, legal, auditing, professional and general liability insurance, and administrative functions such as information technology, performance improvement, compliance, human resources, finance, billing, marketing, and health information services.
- Amounts invoiced to the Providence Police Department shall be invoiced quarterly based on the agreed upon amount of \$ 197,720 for project period listed above.