

9-16-2004

Sole Source Justification Memorandum

Donna Godinmessier

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MEMORANDUM

To: Peter Keenan

From: Donna Godinmessier
Community Service Project Coordinator

Date: September 16, 2004

Re: Sole Source Justification

Attached is the sole source justification and contract for an arts program for youth in DCYF care and custody with AS220. This contract is funded with federal dollars until September 2005.

Signing the attached papers before September 30 will ensure that we do not lose a significant amount of money. If you require additional information or have any questions, please contact me at dgodinmessier@dcyf.ri.gov and dgodinmessier@dcyf.ri.gov.

Thank you

c Peter Slom
Arlene Chorney
Warren Hurlbut

SOLE SOURCE JUSTIFICATION

AS220

AS220, Rhode Island's only Arts Transitional program, has been working on expanding AS220 programming around community service. Funds from this grant will help provide an opportunity for expansion of this community service program, which is exclusively dedicated to DCYF and the Rhode Island Training School's (RITS) population.

To encourage maximum participation, AS220 has an open enrollment policy and spends 5-20 weekly contact hours with participants. Offering an alternative community, AS220 is a unique organization which provides youth with opportunities for the development of artistic and life skills. AS220 is unique in two ways, both in the range of artistic opportunities available and in their experience in working with high-risk youth.

AS220 has been working successfully at the RITS for youth since 1997 when they began teaching classes on a volunteer basis to incarcerated youth. The collaboration became more formalized in 1999 when the RITS received a Planning Grant from the Rhode Island State Council of the Arts and began the RI Arts Planning Program Project, which investigated how to best incorporate arts into the RITS Education Curriculum. Today, six classes per week are offered on a rotating basis at the RITS and include visual communications, music, writing, digital recording, poetry writing, photography, publishing, and puppeteering, among others.

The AS220 Broad Street Studio is a 3,000 square foot facility, located in Providence's South Side. To date, the Broad Street Studio has offered Rhode Island youth the opportunity to engage in arts activities through weekly workshops and special events. The Broad Street Studio engages youth inside the RITS and includes such events as the showcase offered every eight weeks.

Instructors who teach at the RITS also teach at the Studio, which helps the youth transition easily to a new environment. The Studio is a community learning center where teachers use a multiple intelligence learning approach to help participants identify likes, strengths, and learning styles through experimentation. AS220 has also established a relationship with Project Hope to provide wrap around services to its youth and has a diverse relationships with the Department of Health, the Department of Education, and the Wallace Foundation, among others.

The program at the Broad Street Studio has provided a seamless transition for youth moving from incarceration back to the community. The Studio employs 25 youth workers and has helped complete commissioned art projects, publishes 3000 quarterly publications, *Hidden Trewth* and *Muzine*, and has had youth poetry published in chap book and *Beat Within* magazine, an anthology of works of incarcerated youth. Members of the program have been continually introduced to a broad range of arts activities and have taken advantage of opportunities to rehearse, perform and create, and exhibit

artwork. The program has nurtured a number of young people who are now peer leaders, project coordinators, and AS220 employees.

To prepare their youth for work, AS220 teaches and enforces a good work ethic and exposes participants to realistic consequences for not meeting standards. The program confronts negative behavior by meeting with each youth every two weeks to establish and review goals and objectives. Good behavior is encouraged, and no drugs, violence, or disrespect is tolerated.

AS220 would like to expand two programs that currently exist at the AS220 Broad Street Studio. These programs were selected from their seven programs because they have proven to recruit more young volunteers from the RITS and local group homes than any other programs currently offered by AS220. The young people involved in these programs will, in turn, be charged with the mission of recruiting peers and spreading the word about opportunities for community service involvement in local programs.

All programs at the Broad Street Studio have operated within the realm of restorative justice. They offer an environment with a high level of support to youth participants regardless of their history in the juvenile justice system.

BROAD STREET SISTERS- This all-female program, which young women can express themselves through discussion, workshops and the arts, exists to balance the ratio of males to females that benefit from Broad Street Studio's services. Young women will receive the opportunity to learn from positive female role models, both artists and white-collar professionals in an environment that feels entirely safe and comfortable. Broad Street Sisters currently meets once a week and is open to all high school aged females. The program, which is currently run by an AmeriCorps VISTA member, is designed to offer six topic-focused, eight-week units over the course of the school year.

HIP HOP 220- HH220 is a positive youth-led Hip Hop label and performance group that works with young people who have an interest in hip-hop culture. AS220 currently offers once a week classes at the RITS, has a recording studio complete with an isolated vocal booth, and a monthly youth hip-hop showcase. Since January 2004, 12 young artists have had the opportunity to record original works and typically there are 10-15 youth involved in this program.

ARTS COORDINATOR- Additionally, AS220 would like to create an arts coordinator position at the RITS. This individual would manage the AS220 after-school workshop music lessons and performances and regularly publish a newsletter. The RITS Arts Coordinator would supervise the Artists-in-Residence Program, which will bring artists from the community to the RITS to conduct arts projects and organize exhibits focused on community education. This individual would be responsible for administering an evaluation of the AS220 arts program currently at the RITS.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS DEPARTMENT
OF CHILDREN, YOUTH AND FAMILIES

TERMS AND CONDITIONS

This Contract is made and entered into by and between the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES, hereinafter referred to as the "DEPARTMENT," and AS220, located at 115 Empire Street, Providence, Rhode Island, 02903, Federal Employee Identification Number (FEIN) 222754566, hereinafter know as the "PROVIDER". The purpose of this contract is to offer an expansion of AS220 programming around community service. Funds from this grant will help provide an opportunity for expansion of this community service program, which is currently available to youngsters committed to the care, custody and control of DCYF as well as those involved in the Juvenile Justice System.

The AS220 Broad Street Studio is a 3,000 square foot facility, located in Providence's South Side, approximately three miles from the AS220 Downtown complex. The Broad Street Studio offers Rhode Island youth the opportunity to engage in arts activities through weekly workshops and special events. The Broad Street Studio engages youth inside the Rhode Island Training School as well as those released into the community. They also service youth committed to the care of the Department of Children, Youth and Families. These youth are involved in a variety of arts programs that include drawing, painting, digital recording, poetry writing, photography, music and publishing.

The program at the Broad Street Studio provides a seamless transition for youth moving from incarceration back to the community. The Studio not only employs some of these young people but also helps complete commissioned art projects and learn vocational and life skills. Members of the program are continually introduced to a broad range of arts activities and take advantage of opportunities to rehearse, perform and create and exhibit artwork. The program has nurtured a number of young people who are now peer leaders and project coordinators.

AS220 would like to expand two programs that currently exist at the AS220 Broad Street Studio. These programs were selected from their seven programs because they have

proven to recruit more young volunteers from the RITS and local group homes than any other programs currently offered by AS220. The young people involved in these programs will, in turn, be charged with the mission of recruiting peers and spreading the word about opportunities for community service involvement in local programs.

All programs at the Broad Street Studio operate within the realm of restorative justice.

They offer an environment with a high level of support to youth participants regardless of their history in the juvenile justice system. The program confronts and challenges negative behavior while embracing and celebrating the intrinsic value of each person.

The two programs that the grant will focus on are:

BROAD STREET SISTERS- The BSS currently consist of three young women, and this year's intent is to increase from to 7-10 young women. Recruitment will take place from within the Studio's already existing 20 youth staff members, other female organizations in the community, and girls from the RITS. The program, which is currently run by an AmeriCorps VISTA member, is designed to offer six topic-focused, eight-week units over the course of the school year.

This year, BSS will have their first workshop in the RITS, modeled after Broad Street Studio's. At the RITS, the young women will have the opportunity to choose female related issues they want to learn about and discuss. Each topic is linked to an artistic project that is presented to the rest of the Broad Street Studio Community. BSS will be able to demonstrate their work at the showcase that occurs every eight weeks. In the past, the BSS have had one speaker per session. Sessions are determined by requested topics. Last year BSS held four sessions with one speaker per session. This year, BSS intends to expand to six sessions with one speaker and one artist per session. (ex: six sessions, 12 speakers).

Sessions in the past have included a session on pregnancy, domestic abuse, rape, STDs, etc. Session length can vary depending on the topic. Adding an artist to the line up will allow a continued creative component to the various issues they discuss. In the past, BSS has invited screenplay writers to compliment workshops on sexually transmitted diseases resulting in a series of plays that were written by the members of BSS and later performed for the entire Studio as an educational tool on STD's.

Expanding the number of speakers and artists is also to offer mentorship opportunities for the young women in BSS, which will allow the members of BSS to form relationships with speakers and artists and allow them to pursue their own interests.

BSS participants have the opportunity to have guest speakers who visit our facility and take field trips to various sites.

EQUIPMENT-BSS uses a variety of arts and office supplies. Most importantly BSS collaborate their work and create binders, serving as a practical tool for new members. They can utilize the binders to be brought up to date with the different projects. BSS originally started and continues to meet one hour a week, and the intent is to increase meetings to two hours per week.

HIP HOP220- In the past, HH220 has had from 10 to 15 members, while this year, the team will focus on reducing the number of participants from five-seven in an effort to focus on quality rather than quantity. HH220, however, intends to expand their audiences by incorporating features into their Elementary Showcase as well as workshop leaders in hip hop fundamentals and engineering so youth involved can learn how to record their own tracks and operate the sound booth at both BSS and AS200 events. HH220 will continue to meet once a week and perform their monthly Elementary Showcase but expand the 40-50 youth it reaches to 60-80. HH220 also intends to expand by having two features a month and one engineer from the AS220 sound staff, including taking the Rhode Show on tour.

Currently HH220 has produced two CDs each with five full tracks, and this year, HH220 intends to produce five CDs and making 100 copies of each for distribution. HH220 would also like to increase the number of DVDs they produce. Recently HH220 has produced its first Elementary DVD. This year HH220 intends to record six Elementary Showcases, making 30 copies of each for distribution

In conjunction with expanding its production, HH220 will be increasing its promotional and recruitment materials. HH220 products will be sold on the web and at both AS220 and Broad Street Studio events. As part of its expansion, HH220 also intends to promote itself and its products on the radio. Fliers will increase in number from 800-1200 each month for HH220 events, including Elementary, Rhode Show Performances and the HH220 Final Performance. This fall, the energy of HH220's monthly "Elementary

Showcase" will hit the road, when the HH220 Road Show begins performances throughout Rhode Island.

ARTS COORDINATOR

AS220 intends to create a full-time, 8-hour per day, Monday–Friday, Arts Coordinator position to assist the RITS residents transitioning into the Broad Street Studio community. The Arts Coordinator responsibilities will include coordinating after-school programming at the RITS, setting up the times for the five after-school slots taught by AS220 and BSS staff. The Arts Coordinator will also coordinate and supervise the two Vista positions as well as the Artist-in-Residence position at the RITS and will be responsible for chairing the hiring process for the Arts Vista and the Artist in Residence. The Arts Coordinator will also meet with RITS residents who have an interest in the Broad Street Studio then relay that information to the Broad Street Studio Youth Engagement Coordinator. They work closely with the Director and Youth Engagement Coordinator of the Broad Street Studio and meet with them weekly to discuss various issues. The Arts Coordinator's position also requires them to work with the Director and Youth Engagement Coordinator in constructing a database that will track patterns of recidivism, age, gender, education, ethnicity, arts interests, etc., at the Broad Street Studio and at the RITS. At the conclusion of each eight-week cycle, the Arts Coordinator will publish a newsletter featuring the activities and previews of the next session.

Paragraph 1. This Contract shall be effective on or before September 30, 2004 and shall continue in effect ending on the 30th day of September 2005, unless canceled before that date in accordance with the provisions of Paragraphs 8, 11, and 13. Paragraphs 1 through 16 along with any attached addenda, with modifications or amendments, constitute the entire Agreement.

Paragraph 2. Total payment to the PROVIDER shall not exceed \$117,600. Payments to the PROVIDER shall be made in monthly increments of \$9,800. Appropriate and equivalent reduction within the balance of the budget for each request shall be required. A check will be mailed on or about the fifteenth (15th) day of the month conditional upon receipt of a bill on the provider's letterhead describing the services rendered. A bill should be sent to the Business Office, 101 Friendship Street, Providence, Rhode Island 02903, Attention: John Leone

Paragraph 3. Reports for services rendered must be submitted upon the completion of each six month cycle, by the fifteenth (15th) day of the month following the completion of the cycle. The reports shall include services provided, deviations from scheduled services, and remedies to rectify problems. The PROVIDER must include service hours when applicable.

Reports should be sent to Donna Godinmessier, Project Coordinator, Rhode Island Training School 300 New London Avenue, Cranston, Rhode Island 02920.

Paragraph 4. The DEPARTMENT shall have the right at all times to inspect the work performed under the Contract, as well as the places where such work is performed; and to that end, such DEPARTMENT representative(s) shall be given reasonable access to all activities related to the Contract.

Paragraph 5. The PROVIDER will hold the State of Rhode Island and its officials harmless against any and all claims for injuries or damages of any kind, which the PROVIDER or its staff members, in the performance of this Contract, may suffer directly or may cause to be suffered by any person or persons.

Paragraph 6. The PROVIDER agrees to make all records pertaining to the services purchased under this Contract assessable to DEPARTMENT officials upon written notice. This is intended to include any auditing and monitoring procedures exercised by the DEPARTMENT.

Paragraph 7. Program and fiscal records will be retained for auditing purposes for a period of at least three (3) years following the termination of this Contract. Within thirty (30) days of the conclusion of each program fiscal year, the PROVIDER shall engage a certified public accountant to perform a post-audit of the operations of the PROVIDER'S program under the Contract, in accordance with OMB Circular No. A-133. Audits of Institutions of Higher Education and Other Non-Profit Organizations. The scope of this audit shall be in compliance with OMB Circular No. A-133. The notice of such engagement shall be filed within twenty (20) working days, naming firm and agreed starting date of the fieldwork. The audit must be submitted to the DEPARTMENT within ninety (90) days of the Contract termination date, unless the DEPARTMENT has agreed in writing to an alternative date.

In the event that the PROVIDER fails to submit such audit in accordance with the terms hereof; the DEPARTMENT may withhold payments due pursuant to the terms of any successor contract or agreement hereto. Funds may be withheld in the amount of ten percent (10%) of the total monthly payment due for the first month subsequent to the PROVIDER'S failure to satisfy its obligation to submit an audit as set forth above in this paragraph and in the same amount for each month thereafter until said obligation is satisfied or the Agreement is terminated.

The PROVIDER shall provide the DEPARTMENT with copies of all certified financial statements, management reports, findings and recommendations which result from this post-audit upon its completion. Any overpayment identified as a result of this audit shall be returned to the DEPARTMENT. The DEPARTMENT may require, at its discretion, that any or all of the audit recommendations be implemented, and that evidence of such be provided to the DEPARTMENT. Any funds withheld pursuant to the terms of this paragraph shall be paid over to the PROVIDER on receipt by the DEPARTMENT of an audit in accordance with those OMB requirements referred to herein.

If an agency has more than one program, either funded by the DEPARTMENT or otherwise, a financial worksheet must be provided that shows the expenditures related to each contracted program in a separate column. This worksheet will have additional columns for any non-DCYF programs. The total column of this worksheet must agree with the total reported expenditures for the year as reported in the financial statements. The expenditures in this worksheet must be grouped into the same categories as provided in the PROVIDER'S budget so that direct comparison can be made to the Contract budgets. The PROVIDER shall prorate the administrative/general expenses across all programs on a basis that is fair and reasonable. The methodology for distributing administrative/general expenses shall be footnoted on the financial worksheet.

If the PROVIDER'S fiscal year is different than the State/DEPARTMENT'S (year ends June 30), an additional worksheet must be provided that reconciles the monthly expenditures corresponding to the state fiscal year for each program between the two vendor fiscal years to reflect the most recent state fiscal year. The resulting state

fiscal year adjusted program figures are to be displayed in the same report format as described in the preceding paragraph attached.

Paragraph 8. The PROVIDER agrees to comply with the requirements of (1) Title VI of the Civil Rights Act of 1964 (42 USC 200d et seq.); (2) Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794); (3) the Age Discrimination Act of 1973 as amended (29 USC 794); (4) the Department of Health and Human Services implementing Regulations found in 45 CFR, Parts 80 and 84; and (4) Governor's Executive Orders, Numbers 85-11 and 85-13 which prohibit discrimination on the basis of race, sex, age, national origin, color, religion, handicap or political belief in acceptance for or provision of service or employment in the program and activities; and which mandate employers to maintain a working environment free of discriminatory insults, intimidation and other forms of harassment, including sexual harassment.

The PROVIDER shall comply with the Rhode Island General Laws 42-87, as amended (Civil Rights of Individuals with Handicaps).

The PROVIDER shall recognize and comply with all of the mandates contained within the Rhode Island General Laws of 1956, '42-72-15, "Children's Bill of Rights", (a copy of which shall be posted conspicuously within the facility or program); '40-11, "Abused and Neglected Children" '42-72, "Department of Children, Youth and Families"; and '42-72.1, Licensing and Monitoring of Child Care Providers and Child-Placing Agencies."

The PROVIDER agrees to comply with all applicable DEPARTMENTAL policies and procedures in existence at the initiation of the agreement, and within forty-five (45) days of the date of receipt of any additional policies and procedures published during the term of this agreement. The DEPARTMENT shall convey in writing to the PROVIDER all such policies and procedures and any changes thereto. Should the PROVIDER determine that any such policy and/or procedure adversely affect the program, the PROVIDER may, at its option, initiate a conference, within five (5) working days of receipt, to discuss implementation of said policy and/or procedure, and to seek resolution with the DEPARTMENT.

Failure to comply with these safeguards may be the basis for cancellation of this contract.

Paragraph 9. The Provider covenants that its employees possess the necessary skills and abilities to satisfy the requirements of the Contract and, insofar as can be determined by the PROVIDER, are of good moral character and have never been convicted of crimes involving moral turpitude nor have such charges pending.

The PROVIDER shall forward to the DEPARTMENTAL program monitor, in writing, the names, resumes, and titles of its staff and paid consultants at the time of signing this Agreement, or within thirty (30) days of changes in said personnel during the term of the Agreements. Contracted services to the DEPARTMENT should be delivered by people comfortable with the particular cultural and/or ethnic background of the clientele.

Paragraph 10. In the event that the PROVIDER purchases any items of a durable nature with direct proceeds of the contract, the PROVIDER agrees to deliver to the DEPARTMENT in good condition, reasonable wear and tear excepted, such items.

Paragraph 11. In the event of unavailability of funds to pay for the above-stated services, any and all obligations of the parties pursuant to this Agreement shall cease.

Paragraph 12. It is further 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; nor as constituting the PROVIDER or PROVIDER'S employees as agents, representatives, or employees of the DEPARTMENT or the State of Rhode Island; and it is recognized by the parties that all times material hereto, the PROVIDER is functioning as an independent contractor.

Paragraph 13. This Contract may be canceled by either party prior to the termination date first stated above by giving thirty (30) days written notice. This Contract is subject to immediate cancellation upon material breach of any provision hereof, and may be canceled upon mutual, written agreement of the parties.

Paragraph 14. Any publicity, publication, or written materials related to or resulting from performance of this contract shall identify the Department as the funding source.

Paragraph 15. The Department retains the right to reproduce, distribute or otherwise make use of any product resulting from this contract. Such use will acknowledge the Provider as author of such product.

Paragraph 16. Any variation, modifications or waivers of the provisions of this Contract shall be valid only when they are in writing, duly executed by all parties hereto and attached to the original. Such variation, modifications or waivers or provisions shall be in the form of addenda, shall be numbered consecutively and shall make specific referral to the paragraph of the original Contract to which action is related.

AUTHORIZED REPRESENTATIVE

DIRECTOR
DEPARTMENT OF
CHILDREN, YOUTH AND
FAMILIES

DATE

DATE

**AS220 Broad Street Studio
RIDE/DCYF Community Service Program
Proposed Budget FY 2005**

Personnel	<u>9/20/04 to 6/30/05</u>	<u>7/1/05 to 9/30/05</u>
Broad Street Sisters Coordinator (Part time)	\$ 10,022.00	\$ 3,211.00
Hip Hop 220 Coordinator (FTE)	\$ 20,044.00	\$ 6,422.00
Family Arts & Literacy Coordinator (FTE)	\$ 20,044.00	\$ -
Program Support Staff	\$ 8,390.00	
Broad Street Sisters Guest Instructors	\$ 5,000.00	\$ 1,450.00
Hip Hop 220 Guest Instructors	\$ 5,000.00	\$ 1,450.00
Fringe: Employer Taxes/Unemployment	\$ 6,400.00	\$ 1,267.00
Fringe: Health insurance	\$ 2,700.00	\$ 900.00
Supplies and Equipment		
Broad Street Sisters Workshop Supplies	\$ 2,000.00	\$ -
Hip Hop 220 Supplies	\$ 2,000.00	\$ -
Recording Computer memory upgrades, etc.	\$ 2,000.00	\$ -
Events		
Monthly Hip Hop Showcases	\$ 2,400.00	\$ -
Sisters' Year-end Celebration & Sharing	\$ 1,000.00	\$ -
HH220 Year-end Performance & Sharing	\$ 1,000.00	\$ -
Promotional and Recruitment Materials	\$ 5,000.00	\$ -
Miscellaneous		
Rent	\$ 6,000.00	\$ -
Insurance	\$ 3,600.00	\$ -
Transportation	\$ 300.00	\$ -
Total	\$ 102,900.00	\$ 14,700.00

Addendum I

Community Service Grant Services

Goal-

The goal of the Community Service Grant is to provide funds to support arts activities, vocation, and life skills to all youngsters committed to the care, custody and control of DCYF and those involved in the Juvenile Justice System. To achieve this goal, the following will occur:

- Increase the involvement of training school youth as they transition into the community.
- Increase the involvement in AS220 for young women in arts related programming.
- Increase the awareness of volunteer opportunities.
- Introduce DCYF involved youth to community service opportunities.
- Provide 24 participants the opportunity to record Hip Hop related original pieces within two-year period.
- Conduct annual culminating events that demonstrate the work and accomplishments of the DCYF involved participants and program at large.
- Provide artist role models for young people.
- Provider will maintain individual records to include youth's name and date of involvement.

Addendum II

Program Narrative

- AS220 is a non-profit arts organization that provides Rhode Island artists with an unjuried and uncensored space to create and share artwork.
- The Broad Street Studio is the youth component of AS220, which strives to meet the needs of young people in and outside of Rhode Island's juvenile prison. At the heart of each of the Broad Street programs is a dedication to AS220's core belief that everyone should have an opportunity to develop their creative voice and present it to the world.
- The Studio's overarching goal is to help young people gain skills and develop habits that will lead to a healthy and happy life outside of the criminal justice system. We achieve this by providing a myriad of opportunities for young people to gain self-confidence and academic success, as well as social and economic empowerment. The Studio has been around for about three years and has grown to employ over 20 young people.
- The population Broad Street Studio works with is predominantly male. Broad Street Sisters is an outreach program specifically for the young women of Rhode Island, designed to provide access to the many arts opportunities available at the studio.

DEPARTMENT OF CHILDREN, YOUTH & FAMILIES
DOCUMENT SUMMARY AND APPROVAL ROUTING

TO: Director
DEPT: Children, Youth and Families

FROM: Donna Godinmessier
DIVISION: Project Coordinator

SUBJECT: Contract Between DCYF & AS220
FEIN: 222754566

SUMMARY

1. Contract: [] NEW [X] AMENDMENT
 [] EXTENSION [] RENEWAL
2. This contract period is from July 1, 2004 to September 30, 2005
3. The source of funds for this contract is Community Service Grant
4. The amount of funds for this contract is \$117,600
5. The appropriation account to be charged will be 1079.20551172
6. The purpose of this contract is to expand AS220 Community Service.
7. The signed document shall be forwarded to: Peter Keenan

APPROVAL	Initials	Date
1. Program Monitor	_____	_____
2. Approval of Chief, Program Development	_____	_____
3. Approval of Division of Management & Budgeting	_____	_____
4. Approval of Executive Director, Support Services	_____	_____

Director

Date