

**CITY OF EAST PROVIDENCE  
RHODE ISLAND  
DOCKET OF REGULAR COUNCIL MEETING**

**February 5, 2019**

**6:30 P.M.**

**Council Chambers, City Hall, 145 Taunton Avenue, East Providence, RI 02914**

**6:30 P.M. Council May Call Executive Session, Room 101**

**7:00 P.M. Open Session**

**City Council:**

Council President, Robert Britto – Ward 1  
Council Vice-President, Bob Rodericks – At Large  
Councilwoman Anna M. Sousa – Ward 2  
Councilman Nate Cahoon – Ward 3  
Councilman Ricardo D. Mourato – Ward 4

ALL COUNCIL MEMBERS LISTED WERE PRESENT

**I. CALL TO ORDER** 

*Call to order made by Council President Britto*

**II. EXECUTIVE SESSION**

Motion to move into Executive Session made by Councilwoman Sousa. Councilman Rodericks did second the motion and passes unanimously.

*The City Council of the City of East Providence may meet in Executive Session pursuant to RI General Laws § 42-46-5 (a)(2).*

**A. Litigation**

1. *GEO NOVA DEVELOPMENT CO. VS. CITY*

*C.A. NO. PB-09-5341*

*Status Update, Settlement Consideration and Action*

2. *ZACHARY BILODEAU VS. CHRISTOPHER J. PARELLA*

*C.A. NO. PC-17-0524*

*Status Update, Settlement Consideration and Action*

**B. New Claims**

a. Allstate Insurance Company (Denise Ayotte)

b. Brandon Nomann

c. Eugene Savory

**C. Pending Claims**

a. Ildeberto Rego

**D. Sewer Charge Abatements**

a. Oliver Andrews

b. Robyn Boudreau

c. Frank Decotis

d. Darlene Freeman

e. Mary C. Mackinney

f. Mary Marcos

g. Christopher Moreira

h. Thomas C. Riley

i. Stacy Santiago

j. Maria Sequeria

k. Nancy R. Stevens

l. Johnny and Charlene Vargas


**E. Reconvene to Open Session from Closed Executive Session**

*Motion to reconvene to Open Session and seal the Executive Session minutes made by Councilman Cahoon. Councilwoman Sousa did second the motion and passes unanimously.*

**III. OPEN SESSION/CALL TO ORDER** 

*Council President Britto called the meeting to order.*

**IV. PLEDGE OF ALLEGIANCE**

*Council President Britto invited David O'Connell to lead the pledge.* 

**V. TO APPROVE THE CONSENT CALENDAR** 

All items under "CONSENT CALENDAR" are considered to be of a routine and noncontroversial nature by the City Council and will be enacted by one motion. There will be no separate discussion on these items unless a Council member so requests, in which event, the item will be removed from the "CONSENT CALENDAR" and will be considered in its normal sequence on the docket.

**A. Cancellation/Abatements**

Year	Amount
2015	\$411.48
2016	\$23.86
TOTAL:	\$435.34

## B. Council Journals

[January 8, 2019](#) – City Council Organizational Meeting Minutes

Outstanding Minutes: June 7, 2018, October 25, 2018, November 7, 2018, November 20, 2018  
December 4, 2018, December 11, 2018

*Motion was made by Councilman Cahoon to approve the Consent Calendar. Councilwoman Sousa seconds the motion. Motion passes unanimously.*

## VI. COMMUNICATIONS

### A. Karen Zyons, Rhode Races and Events, Inc.

[1<sup>st</sup> Annual Coyote 5k Run](#)-Saturday, June 15, 2019.

Start time 9 a.m.

*Susan Rancourt, business partner with Karen Zyons and representing Rhode Races and the Carousel Commission. Race will start and finish at the carousel. Council President Britto asked the Clerk Burnett if everything is in order for this race and if everything was clear with the police department to ensure any blocking of traffic or clearance is needed. Clerk Burnett indicated that she believes all has been vetted out and Ms. Rancourt confirmed this. Councilman Mourato gave more details, citing that this is a fundraiser towards obtaining a train depot. Councilwoman Sousa inquired if there was closing of streets and if there was, should this go for a vote for the council and not under Communications and perhaps it should be reposted. Councilman Mourato responded by sharing more details of the race course, stating that due to it running along Bullocks Point Road, this does not impede on the flow of traffic. Councilman Britto stated that in the past they had always had a vote in this and asked Solicitor Marcello if we should vote on this since they have until June 15. Solicitor Marcello responded by asking for additional time to research but in the past a vote may have been needed because they may have needed to close city streets. But, because this race is in the public way, they can use it. Council President Britto requested that this be tabled to the next Council meeting to be voted on with Councilman Mourato as the presenter.*

## PUBLIC COMMENT

All persons wishing to make public comment shall sign a public comment sheet stating their name, address, and the subject of their comments. Said public comment sheet shall be available on a desk at the entrance of the City Hall Chambers no later than forty-five (45) minutes before the call to order of any regularly scheduled council meeting and shall be delivered by the City Clerk to the presiding officer no earlier than five (5) minutes before the call to order of the meeting. Each speaker will be limited to three (3) minutes. The order of speakers will be on a first come, first serve basis and the maximum time for public comment shall be limited to thirty (30) minutes per meeting.

*Dr. Dosantos addressed the Council regarding Police Recruitment.*

*Kathy Santos addressed the Council regarding Police Recruitment.*

*Onna Moniz-Johns addressed the Council regarding Police Recruitment.*

## VII. APPOINTMENTS

A. [George Furtado – Associate Municipal Court Judge](#) 61 Ravena Ave Riverside, 02915 (Mayor DaSilva)

*Mayor DaSilva approaches the podium and addresses the Council on this appointment. Councilman Rodericks makes the motion to approve, Councilwoman Sousa seconds the motion. Motion passes unanimously.*

B. [Municipal Court Baliff – Joey Connors](#), 65 Barney Street, Rumford (02916) (Mayor DaSilva)

*Mayor DaSilva address the Council regarding this appointment. Councilman Rodericks makes the motion to approve. Councilwoman Sousa seconds the motion. Motion passes unanimously.*

C. [Municipal Court Baliff – John Medeiros](#) 291 Grosvenor Ave, East Providence (02914) (Mayor DaSilva)

*Mayor DaSilva address the Council regarding this appointment. Councilwoman Sousa makes the motion to approve. Councilman Mourato seconds the motion. Motion passes unanimously.*

D. **Council Liason for School Committee**

*Councilwoman Sousa requested this docket item in order to stay updated with the School Committee, especially with the construction of the new high school.*

*Councilwoman Sousa made the motion to nominate Councilman Cahoon for this position. Councilman Rodericks seconds the motion. Motion passes unanimously.*

## VIII. COUNCIL MEMBERS

A. Community Safety and Street Lights (Councilwoman Sousa)

*Councilwoman Sousa addressed this issue citing incidents in Ward 1 and Ward 4 associated with street lights and safety. In addition, other incidents, such as parcels stolen from homes, and looking to start a Neighborhood Watch Program in Ward 2. Councilwoman Sousa inquired on how Council President Britto's progress is going with the Ward 1 Watch Program. Council President Britto did state that he is needing to resuscitate the program. Councilwoman Sousa mentioned how we have become very narrow in our path due to being very busy in our lives, to take a moment to check on your neighbors. Councilwoman Sousa mentioned the Ring doorbell option as a safety measure and working with neighbors. Councilwoman Sousa will be reaching out to people who have reached out to her in Ward 2 to start a Watch Program. Councilwoman Sousa then addressed the street lights and how many are still, "red capped", stating not having adequate lighting is a problem, citing the pedestrian fatality just recently. Council President Britto requested permission to invite Mayor Da Silva to the podium to speak on this topic. Mayor DaSilva stated there are two issues involving street lights. One is paying for the street lights on state roads. The second is purchasing the lights from National Grid. The problem, according to Dylan Conley of the legal department who is heading the charge states that National Grid allowing us to buy the lights from them*

violates the law in a number of ways. First it requires the City to buy lights for both the City and the State lights. It allows National Grid to force East Providence to take down lights whenever National Grid deems fit. National Grid has delayed the purchase of the lights to East Providence because they want to make money off the delays. National Grid doesn't have the information to calculate the costs. Some municipalities pay little or no money for the lights, while they plan on charging East Providence thousands of dollars. There has been an action in which East Providence has joined other communities in a legal action, which looks like it will be coming to an agreement in the next few months, which will save the cities thousands. Councilwoman Sousa asked what communities are involved. Mayor DaSilva responded that East Providence joined Pawtucket and Cumberland.

B. City of East Providence Fiscal Budget Format (Councilman Mourato)

Malcom Moore, Director of Finance was present to answer questions for the Council. Councilman Mourato mentioned that it would be nice to have a format that is easier to read and gave an example from the School Department. Councilwoman Sousa asked if the School Department adopt the same type of budget. Mr. Moore stated that he has mentioned it before. Councilman Cahoon mentioned that he looks forward to working with the Mayor's office and create something that offers greater transparency. Councilman Cahoon mentioned possibly having a sub-committee. Council Vice President mentioned using the resources and knowledge of Paul Luba.

C. Discussion Regarding Budgetary Oversight by the City Council (Councilman Cahoon)

Councilman Cahoon combined this conversation with Item B, listed above. Malcolm Moore, Director of Finance was present to speak to the Council.

D. [Council Rules and Regulations](#) (Council President Britto)

Council President Britto reviewed the items from previous council meetings. He did ask if we could move Communications up on the docket. Solicitor Marcello mentioned that we could have two sheets; one for Public Comment and one for General Communications. Councilwoman Sousa mentioned she previously stated that Public Comment is only relative to docketed items and that Communication part could be for someone to come to the Council meeting and then bringing up another item that isn't relative to the docket. Council President Britto mentioned that maybe we might need to change the time of public comment. Solicitor Marcello responded that it was up to the Council and that it isn't required by any law to offer Public Comment. Council President Britto stated that he would like to continue to offer Public Comment. Councilman Cahoon had mentioned flexibility in speaking time and Councilwoman Sousa stated that there might be a reference to address this in the Charter regarding talk times. Solicitor Marcello did bring up swearing in speakers and that it is a little awkward, as many times, they are just giving opinions and not necessarily stating facts. Councilwoman Sousa mentioned that previously people were announcing their name and address.

E. First Fiscal Quarter Itemized Finance Report (Councilwoman Sousa)

Councilwoman Sousa did combine this conversation with Item b, listed above. Malcom Moore, Director of Finance was present to speak with the Council.

F. Non-Utilization Tax to Combat Vacant and Abandoned Property (Council President Britto)

Council President Britto mentioned that this was placed on the docket due to calls that were made to him, especially to one particular property, located on Tryon. It became a place where rodents were accumulating and creating an eyesore. He would like to see the City enforcing violations more on vacant and abandoned property.

**IX. [LICENSES REQUIRING PUBLIC HEARING](#)**

1. Laundromax – 2271 Pawtucket Avenue, East Providence, 02914  
Application for Additional Hours License (1:00 A.M.- 5:00 A.M.)

Council President Britto stated that he has reservations regarding these extended hours. Councilman Mourato mentioned that he has concerns, as this business is close to homes.

Councilwoman Sousa mentioned that perhaps this could be a business model to stay open these hours and asked if there is another location that does close. The representative mentioned that there is one location in New England and that is in Roxbury. They close at 1:00 a.m. opening again at 4:00 a.m.

Motion to approve to 90 day approval by Councilman Cahoon, seconded by Council Vice President Rodericks. Motion passes 4-1.  
Record is made to reflect 90 from issuing of license.

**X. [NEW BUSINESS](#)**

A. [MAYOR COMMUNICATIONS](#) (Mayor DaSilva)

1. Police Recruitment

The Honorable Mayor, Roberto DaSilva approached and presented issues that are currently affecting the police recruitment process. He stated that numbers declined and supplied various reasons. He did mention and use examples of applicants we may be losing because they were just short college credits. He also mentioned that he would like to see more robust recruitments, including creating a recruitment panel.

2. Qualification for Appointment to the Police Department Ordinance (Article 2 Section 12-18)

This is included in Item A-1.

3. Street Lights/Litigation Update – nothing was shared.

## **B. REPORTS OF OTHER CITY OFFICIALS**

### **Claims Committee Report** (*Solicitor Michael J. Marcello*)

*Motion made to move this to the end of the agenda, since it was not available at the moment by Councilwoman Sousa and seconded by Council Vice President Rodericks. Motion passes unanimously.*

## **C. RESOLUTIONS**

[Resolution](#) Authorizing The Mayor To Execute The Services Agreement For Rescue Billing Services For The City Of East Providence (*presented by Council President Britto*)

**(SEE ATTACHED FOR FULL RESOLUTION)**

*Motion to defer to the next item by Council President Britto, seconded by Councilwoman Sousa. Motion passes unanimously.*

## **XI. PUBLIC HEARING – ORDINANCES FINAL PASSAGE**

**AN [ORDINANCE](#) IN AMENDMENT OF CHAPTER 12 OF THE REVISED ORDINANCES OF THE CITY OF EAST PROVIDENCE, RHODE ISLAND, 1998, AS AMENDED, ENTITLED, “POLICE”**

**(SEE ATTACHED FOR FULL ORDINANCE)**

*Councilman Mourato stated that he sponsored this ordinance for first passage in the previous Council meeting. Councilman Mourato concluded with his withdrawal of his sponsorship of the ordinance.*

## **XII. Reconvene in Executive Session (if necessary) to Complete Items Under Section II, Executive Session.**

**Councilman Cahoon made the motion to reconvene in Executive Session, seconded by Councilwoman Sousa. Motion passes unanimously.**

## **XIII. ADJOURNMENT**

**Councilman Cahoon made the motion to adjourn, seconded by Councilwoman Sousa. Motion passes unanimously.**

**Date Posted: January 3, 2019**  
**CITY OF EAST PROVIDENCE**  
**RHODE ISLAND**  
**DOCKET OF CITY COUNCIL ORGANIZATIONAL MEETING**  
**January 8, 2019**  
**6:00 P.M.**  
**East Providence High School**  
**Arthur Elmasian Auditorium**  
**2000 Pawtucket Avenue, East Providence, Rhode Island 02914**

**Call to order of the Organizational Meeting of the East Providence City Council by Nicole Amaral, Acting Deputy City Clerk.**

**Election of President of City Council**

**A motion to nominate Councilman Britto is made by Councilman Mourato, seconded by Councilwoman Sousa. A roll call vote is made and it was unanimous.**

***Oath of Engagement given by Mayor Bob DaSilva. Oath accepted by Councilman Britto.***

**Election of Vice President of City Council**

**A motion to nominate Councilman Rodericks is made by Councilman Cahoon, seconded by Councilman Mourato. A roll call vote is made and it was unanimous.**

***Oath of Engagement given by Mayor Bob DaSilva. Oath accepted by Councilman Rodericks.***

**Appointment of City Clerk – Samantha Burnett**

**A motion to nominate Samantha Burnett is made by Councilman Cahoon, seconded by Councilman Rodericks. A roll call vote is made and it was unanimous.**

***Oath of Engagement given by Mayor Bob DaSilva. Oath accepted by Samantha Burnett.***

***Council meeting notes were transferred at 6:55 p.m. from Acting Deputy Clerk, Nicole Amaral to City Clerk, Samantha Burnett.***

**Mayor's Appointments confirmed by City Council**

**City Solicitor – Michael J. Marcello**

**A motion to nominate Michael J. Marcello is made by Councilman Rodericks, seconded by Councilman Cahoon. A roll call vote is made and it was unanimous.**

***Oath of Engagement given by Mayor Bob DaSilva. Oath accepted by Michael J. Marcello.***

**Assistant City Solicitor – Dylan Conley**

**A motion to nominate Dylan Conley is made by Councilwoman Sousa, seconded by Councilman Mourato. A roll call vote is made and it was unanimous.**

*Oath of Engagement given by Mayor Bob DaSilva. Oath accepted by Dylan Conley.*

**Municipal Court Judge – Lisette Gomes**

**A motion to nominate Lisette Gomes by Councilman Rodericks, seconded by Councilwoman Sousa. A roll call vote is made and it was unanimous.**

*Oath of Engagement given by Mayor Bob DaSilva. Oath accepted by Lisette Gomes.*

**Probate Court Judge – Maria Ferro-Deaton**

**A motion to nominate Maria Ferro-Deaton is made by Councilman Mourato, seconded by Councilman Cahoon. A roll call vote is made and it was unanimous.**

*Oath of Engagement given by Mayor Bob DaSilva. Oath accepted by Maria Ferro-Deaton.*

**Associate Probate Court Judge – Christine Engustian**

**A motion to nominate Christine Engustian is made by Councilwoman Sousa, seconded by Councilman Rodericks. A roll call vote is made and it was unanimous.**

*Oath of Engagement given by Mayor Bob DaSilva. Oath accepted by Christine Engustian.*

**Adjournment of the City Council Meeting**

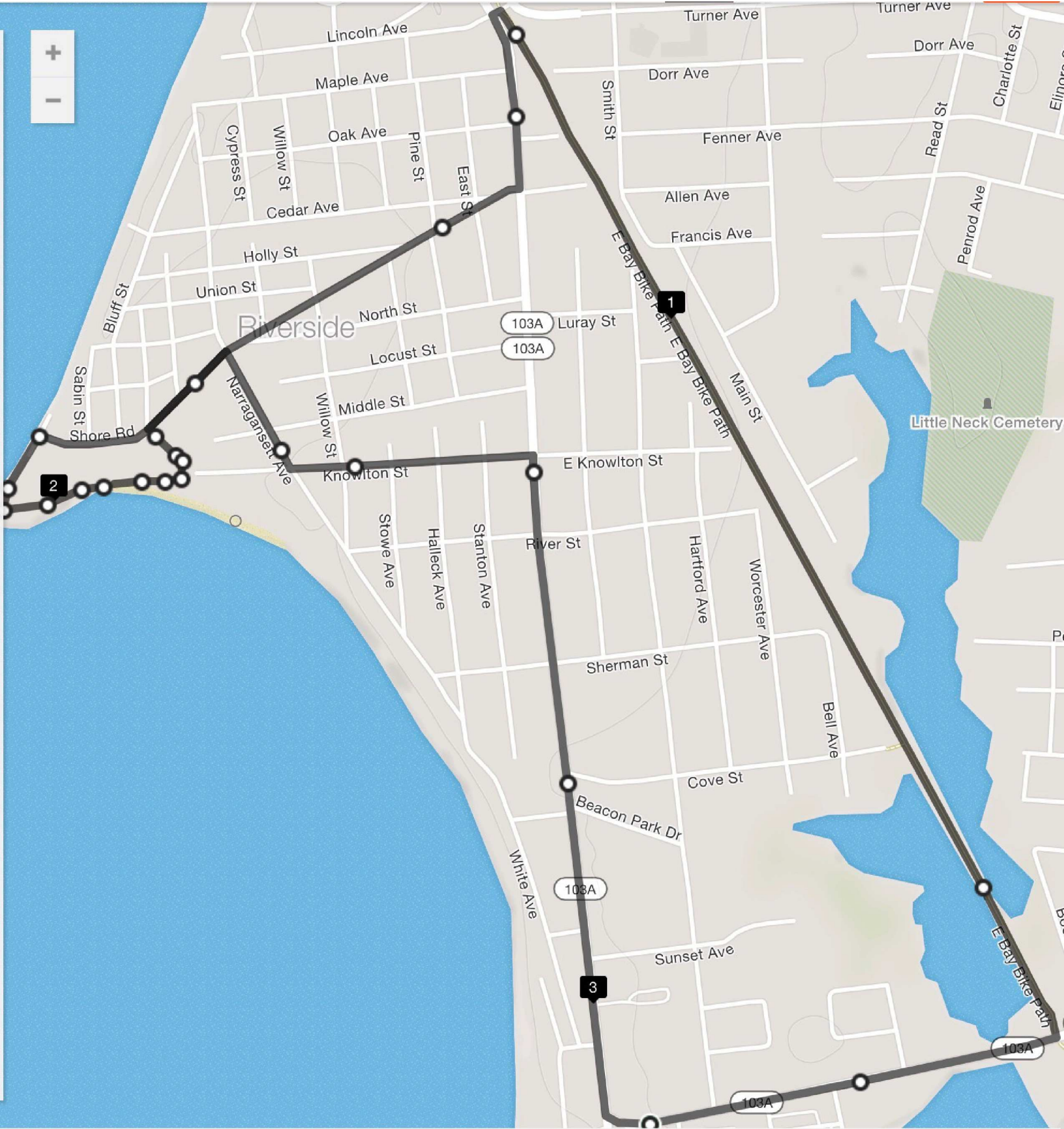
**A motion to adjourn the meeting is made by Councilman Cahoon, seconded by Councilman Mourato.**

**A roll call vote is made and it was unanimous.**

**Meeting adjourned at 7:15 p.m.**

*\*If communications assistance is needed or any other accommodations to ensure equal participation please contact the City Clerk's Office at 435-7590.*









# City of East Providence Mayor's Office

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*East Providence City Hall*  
145 TAUNTON AVENUE  
EAST PROVIDENCE, RHODE ISLAND 02914-4505  
TEL. (401) 435-7521 FAX (401) 438-1719 TDD (401) 431-1633  
WWW.EASTPROVIDENCERI.NET

Jan. 30, 2019

Robert Britto  
President  
East Providence City Council  
145 Taunton Ave.  
East Providence, RI 02914-4505

Dear Council President Britto,

I hereby appoint **George Furtado Esq.** to the position of *Associate Municipal Court Judge* on this day, Tuesday, February 5, 2019.

Mr. Furtado resides at 61 Ravena Avenue East Providence, Rhode Island 02915.

Warm Regards,

Mayor Bob DaSilva  
CC:/Samantha Burnett, City Clerk



# *City of East Providence*

## *Mayor's Office*

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Jan. 30, 2019


Robert Britto  
President  
East Providence City Council  
145 Taunton Ave.  
East Providence, RI 02914-4505

Dear Council President Britto,

I hereby appoint **Joseph Connors** to the position of **Bailiff** on this day, Tuesday, Feb. 5, 2019.

Mr. Connors resides at 65 Barney Road Rumford, Rhode Island 02916.

Warm Regards,

  
Mayor Bob DaSilva  
CC:/Samantha Burnett, City Clerk



# City of East Providence Mayor's Office

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Jan. 30, 2019

Robert Britto  
President  
East Providence City Council  
145 Taunton Ave.  
East Providence, RI 02914-4505

Dear Council President Britto,

I hereby appoint **John Medeiros** to the position of **Bailiff** on this day, Tuesday, February 5, 2019.

Mr. Medeiros resides at 291 Grosvenor Avenue East Providence, Rhode Island 02914.

Warm Regards,

Mayor Bob DaSilva  
CC:/Samantha Burnett, City Clerk

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CITY OF EAST PROVIDENCE

RESOLUTION NO.

(Amendment to Resolution No. ~~8 21- Adopted June 2, 2015~~ June 6, 2017)

RULES OF PROCEDURE OF THE CITY COUNCIL

BE IT RESOLVED, that the following Rules be and they are hereby adopted as the Rules of the City Council of the City of East Providence.

Rule One. Duties of the Presiding Officer

a. The ~~Mayor~~ Council President shall be the presiding officer at all meetings of the City Council. The ~~Assistant Mayor~~ Vice President shall preside in the absence of the ~~Mayor~~ Council President.

b. The presiding officer shall preserve order and decorum at all meetings of the City Council. In the interest of preserving order and decorum, the presiding officer may in his/her discretion limit the remarks of a citizen or his/her attorney to a period of not more than five (5) minutes on any matter, and may also limit the remarks by the public to a period of not more than one (1) hour on any matter.

c. The presiding officer may speak in preference to any other member of the City Council and shall, subject to the restrictions imposed by subsection (d) of Rule One, decide all questions of order.

d. Any member of the City Council may appeal from the ruling of the presiding officer or the parliamentarian by moving that the presiding officer's ruling or ruling of the parliamentarian be referred to the members of the City Council who are present. In the event that such motion is seconded, the presiding officer shall immediately, without debate, put the following motion before the body for consideration: "Shall the rule of the chair be sustained?" which question shall be decided by a majority vote of the members present.

e. The presiding officer shall propound all questions and motions in the order in which they are moved, unless the subsequent motion is previous in nature, as set forth in Rule Five, Section (e).

Rule Two. Order of Business

a. A majority of all of the members of the City Council shall constitute a quorum for the conducting of business. A smaller number than a majority may adjourn from time to time until a quorum shall be present. Notice to be given in accordance with the provisions of the City Charter in Article II, Section 8.

b. The order of business of each City Council meeting shall be as follows:

- I. Call to order

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- II. Invocation
- III. Salute to the flag
- IV. Consent Calendar
- V. Proclamations & Presentations

VI. Communications. Any person who submits a communication to the Council and wishes to speak on it must indicate this in writing no later than 4:00 p.m. the Thursday prior to the next regularly scheduled Council meeting. A person who lists more than one topic on their communication will be allowed to speak on the first one listed.

VII. Public Comment. All persons wishing to make public comment shall sign a public comment sheet stating their name, address, and the subject of their comments. Said public comment sheet shall be available on a desk at the entrance of the City Hall Chambers no later than forty-five (45) minutes before the call to order of any regularly scheduled council meeting and shall be delivered by the City Clerk to the presiding officer no earlier than five (5) minutes before the call to order of the meeting. Each speaker will be limited to three (3) minutes. The order of speakers will be on a first come, first serve basis and the maximum time for public comment shall be limited to thirty (30) minutes per meeting.

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VIII. Appointments. All Council appointments will appear on the docket under the heading Appointments listing the appointment being made, the name and address of the candidate, and the Council member nominating the candidate. City Council members will submit the information to the City Clerk no later than Thursday preceding the Council meeting.

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- IX. Council Members
- X. Licenses (Requiring Public Hearing and Non-Public Hearings).
- XI. Public Hearings.
- XII. Continued Business
- XIII. New Business

- a. ~~City Manager's Report~~ Mayor Communications
- b. Reports of Other City Officials
- e. ~~Council Members~~
- c. ~~d.~~ Report of School Committee Liaison

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- d. Resolutions. All resolutions will appear on the docket with the name of the Resolution's sponsor after having been referred to the Law Department for review.
- e. Introduction of Ordinances. All ordinances shall appear on the docket after having been referred to the Law Department for review.

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c. At any special meeting called of the City Council, the meeting shall be restricted to the business of the special meeting and no other business shall be considered, ~~without the unanimous approval of the City Council.~~

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d. Council members shall submit items for discussion purposes no later than 4:00 p.m. the Thursday prior to the next regularly scheduled Council meeting. The docket for all regular meetings shall be prepared and delivered and/or electronically forwarded to each Council member at least 72 hours prior to said meeting. Any petition requiring a hearing shall be referred to the proper City department for a written report prior to being placed on the docket for discussion or hearing. Copies of all said petitions shall immediately be forwarded to the City Council. No matter may be considered at any meeting that is not specifically on the docket (including votes) without the unanimous consent of the City Council. No petition for rezoning may be withdrawn at any meeting to which it has been assigned for hearing unless such petition is withdrawn at least 72 hours prior to such meeting. The docket will contain a plain language explanation for all ordinances.

### **Rule Three. Decorum and Debate**

a. When a motion is under debate, the chair shall receive no other motions except as set forth in Rule Five, Section (f).

b. Any member desiring to speak shall address the presiding officer and, after his right to speak has been recognized, he shall not be interrupted while speaking except by a call to order or for the correction of a mistake or to yield to another member. He shall confine his remarks to the question under debate and shall avoid personalities. No member shall speak more than once on the same question until all other members desiring to speak thereon shall have done so, and in no event shall any member speak more than twice on any question without the permission of the majority of the members of the City Council. There shall be no conversation among the members while a roll call is being taken, while any paper is being read, or while a question is being stated by the presiding officer.

c. A roll call vote shall be taken as required by the Charter of the City of East Providence, the ordinances of the City, or at the request of any Council member.

d. After a roll call vote has been ordered, said roll call shall not be interrupted, delayed or stopped by the presiding officer or any member of the Council for any reason whatsoever including points of order, personal privileges or for a member to explain his vote. All roll calls shall be taken alphabetically except for the presiding officer who shall vote last.

e. A motion shall be carried by the affirmative vote of a majority of the Council members voting on the motion and the presiding officer shall declare the passage or defeat of any motion. In the case of a tie, the motion shall be defeated.

f. When a vote has been passed, it shall be in order for ~~any~~ any members voting with the majority to move or second the reconsideration thereof not later than the next regular meeting and, when a motion to reconsider has been decided, that vote shall not be reconsidered.

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### **Rule Four. Consent Docket**

a. When the City Manager determines that any item of business requires action by the

Council but is of a routine and non-controversial nature, he/she may cause such item to be presented at a regular meeting of the Council as part of the Consent Calendar.

b. The Consent Calendar shall be introduced by a motion “to approve the Consent Calendar” and shall be considered by the Council as a single item.

c. There shall be no debate or discussion by any member of the Council regarding any item on the Consent Calendar beyond asking questions for simple clarification.

d. All items on the Consent Calendar which require public hearings shall be open for hearing simultaneously and the Mayor shall announce or direct the City Clerk to announce the titles of all such items.

e. On objection by any member of the Council to inclusion of any item on the Consent Calendar, that item shall be removed from the Consent Calendar forthwith. Such objection may be recorded at any time prior to the taking of a vote on the motion to approve the Consent Calendar. All such items shall be considered individually in the order in which they were objected to immediately following consideration of the Consent Calendar.

f. Approval of the motion to approve the Consent Calendar shall be fully equivalent to approval, adoption, or enactment of each motion, resolution, ordinance, or other item of business thereon exactly as if each has been acted upon individually.

#### **Rule Five. Miscellaneous Provisions**

a. The City Clerk shall prepare a docket of the business to be conducted at each meeting of the City Council which shall be delivered and/or electronically forwarded to each council member not less than 72 hours before the meeting of the City Council. No ordinance, resolution, petition, order or matter of business shall be considered unless notice of the same shall have been given previously in accordance with these rules. Any additional public hearings concerning a zone change and/or subdivision will require the written consent of a majority of the City Council.

b. Any reports or communications from any department head, City Manager or otherwise, shall be in writing and copy supplied to each Council member with the docket.

c. Regular meetings of the City Council shall be held on the first and third Tuesday of each month at 7:30 p.m. in the City Council chamber in City Hall or at such other place as may be designated by a majority of the Council except in the months of July and August when there shall be only one meeting per month on the Tuesday designated by a majority of the City Council. Amended December 1, 1988 (See Council Journal). Amended November 13, 1989 (See Council Journal).

d. All meetings of the City Council shall be open to the public and all votes shall be cast in public except votes made in accordance with R.I.G.L. §42-46-4(b).

e. A special meeting of the City Council may be called in accordance with the provisions of Article II, Section 7 of the City Charter at the request of the Mayor or upon written request of three (3) members of the City Council, said request addressed to the City Clerk. No business shall be considered at said special meeting other than that as set forth in the call of the meeting without the unanimous consent of the City Council.

f. The order of precedence of motions shall be as follows:

1. Fix the time in which to adjourn
2. Adjourn
3. Recess
4. Raise a question of privilege
5. Lay on the table
6. Suspension of the rules
7. Previous question
8. Limit debate
9. Postpone to a certain time
10. Refer to committee or other official
11. Amend
12. Postpone indefinitely
13. Main motion

The above list shall be the order in which motions may be considered. When any motion is pending before the City Council, any motion before that said motion on this list shall take precedence and be acted upon first and those following shall be out of order.

g. The following motions shall not be debatable:

1. Adjourn
2. Recess
3. Raise question of privilege
4. Lay on the table
5. Suspension of the rules
6. Previous question
7. Limit debate

h. These rules shall not be altered, amended, suspended or repealed at any time except by an affirmative vote of four-fifths (4/5) of the entire City Council unless docketed 72 hours prior to meeting.

i. Roberts Rules of Parliamentary Procedure shall prevail in the absence of any specific rule



as set forth herein.

j. The City Solicitor is designated as parliamentarian for the purpose of interpreting these rules of procedure.

k. In the event that any section of these rules shall be in conflict with the City Charter or ordinances of the City of East Providence, then such rule shall fail, however, those rules which are not in conflict shall remain in full force and effect.

l. Any member of the public who requests to speak on any docket item that is not part of the Public Hearing section or specifically on the docket will be allowed to speak if approved by unanimous consent of the Council.

m. The City Council shall adjourn no later than 10:00 p.m. The Council shall vote each time in order to extend the meeting in 15 minute increments. Said time increment extensions shall require ~~a super majority vote~~ an affirmative vote of 4/5 of the entire Council. Any business before the City Council not completed by 10:00 p.m. will be tabled to the next available meeting. The date shall be announced and determined by the Council President. Waiver of this rule requires a super majority vote.

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Adopted by the City Council:

Attest:

\_\_\_\_\_  
City Clerk of the City of East Providence, RI

Requested by:

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# City of East Providence Mayor's Office

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*East Providence City Hall*  
145 TAUNTON AVENUE  
EAST PROVIDENCE, RHODE ISLAND 02914-4505  
TEL. (401) 435-7521 FAX (401) 438-1719 TDD (401) 431-1633  
WWW.EASTPROVIDENCERI.NET

January 29, 2019

Robert Britto  
President  
East Providence City Council  
145 Taunton Ave.  
East Providence, RI 02914-4505

Dear Council President Britto,

At the Tuesday, Feb. 5, 2018 East Providence City Council meeting, I would like to speak on the following:

- Police Recruitment
- Qualification for Appointment to the Police Department Ordinance (Article 2 Section 12-18)
- Street Lights/Litigation Update

Warm Regards,

Mayor Bob DaSilva  
CC:/ Samantha Burnett, City Clerk

###

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

**CITY OF EAST PROVIDENCE**

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
THE SERVICES AGREEMENT FOR RESCUE BILLING  
SERVICES FOR THE CITY OF EAST PROVIDENCE**

**WHEREAS**, the City of East Providence sent out a Request for Proposals for rescue billing services on or about September 10, 2018 and,

**WHEREAS**, the City received ten (10) responsive proposals in response to the Request for Proposals; and

**WHEREAS**, a thorough review of the responses to the Request for Proposals was made and an evaluation conducted by various entities including the City of East Providence Fire Department; and

**WHEREAS**, the Chief of the Fire Department has recommended that the City continue with its current contractor, The Dawson Group, Inc.; and

**WHEREAS**, Article III, Section 3-5(8) of the City Charter mandates that the Mayor negotiate contracts on behalf of the City subject to the approval of the City Council except as otherwise provided for by the City Charter or State Law.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of East Providence hereby authorizes the Mayor of the City of East Providence to execute a Services Agreement with The Dawson Group, Inc. for rescue billing services beginning on or about February 1, 2019.

Adopted by the City Council: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk of East Providence, Rhode Island

Introduced by: Council President Robert Britto

## SERVICES AGREEMENT

Contract No.: 01092019TDG

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019 between City of East Providence, 145 Taunton Ave, East Providence, RI 02914, ("Customer"), and The Dawson Group, Inc. ("TDG"), 1275 Wampanoag Trail, East Providence, RI 02915. (Customer and TDG may hereinafter each be referred to singularly as a "Party," and collectively as the "Parties").

### RECITALS

- A. Customer offers Ambulance & Fire Department Services.
- B. TDG offers billing, collection and administrative services to healthcare providers.
- C. Customer desires to engage TDG to provide its services effective February 1, 2019 (the "Effective Date"), subject to the terms and conditions of this Agreement.

### AGREEMENT

In consideration of the recitals and the mutual agreements contained herein, the Parties hereto agree as follows:

1. **Services.** During the term of this Agreement, TDG shall provide a) Practice Management Services as described in Exhibit "A" and b) Ongoing Billing and Collection Services as described on Exhibit "B", attached hereto and incorporated herein (collectively, the "Services").

2. **TDG's Performance of Services; Compliance with Laws.** TDG shall exercise all reasonable business efforts to perform the Services in a timely and professional manner. TDG shall perform the Services in accordance with all applicable federal, state and local laws and regulations, including, but not limited to the federal patient medical records privacy and confidentiality laws. The parties hereby acknowledge and agree that in the performance of the Services, TDG will be acting as a Business Associate of Customer, as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively "HIPAA"). In order to comply with HIPAA, the Parties acknowledge that they enter into a HIPAA Business Associate Agreement, in the form of Exhibit "D", attached hereto.

3. **Compensation and Payment.**

(a) **Services.** As compensation for the Services provided pursuant to this Agreement, Customer shall pay TDG the amounts set forth on Exhibits "A" and "B".

(b) **Invoicing.** TDG shall provide Customer with an invoice setting forth a description of the Services provided by TDG during the previous month. Customer shall pay TDG invoices within thirty (30) days of receipt.

4. **Agreement Not to Solicit Employees.** At all times during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, without the other party's prior written consent, both parties shall not directly or indirectly, contact, solicit, divert, take away or hire, or attempt to contact, solicit, divert, take away or hire, any employees of the other party.

5. **Term and Termination.** This Agreement shall continue for a period of three-years (the "Initial Term") following the Effective Date. Following the expiration of the Initial Term, the term of this Agreement shall automatically renew for additional three-year terms. If neither party gives written notice of termination to the other party within one-hundred-twenty (120) days prior to the expiration of the Initial Term or any Renewal Term, then the parties shall be deemed to have automatically renewed the Agreement for an additional three year

term. On the Effective Date, TDG will immediately commence a) Practice Management Services as described in Exhibit "A" and b) Ongoing Billing and Collection Services as described in Exhibit "B".

6. **Effect of Termination or Expiration.**

6.1 **Customer's Continuing Obligation to Pay for the Services.** The Customer understands and acknowledges that, because billing and collection services are billed upon collection, at any time at which this Agreement may terminate, there will remain outstanding many patient accounts for which TDG has billed and/or conducted collection services, but for which it has not yet received payment. The Customer therefore agrees that, upon and after the termination of this Agreement, (a) TDG shall continue to have sole responsibility for collection of outstanding patient accounts receivable for which TDG has already billed patients or third-party payers, (b) the Customer shall maintain the lockbox account (if applicable) and (c) the Customer shall continue to pay TDG promptly upon receipt of any applicable collections, all amounts due TDG in respect of any such applicable collections, at the rate of the last full-service month. Upon TDG's written request, the Customer shall, within the one year after termination of this Agreement, provide TDG with monthly accounting of the disposition of all patient accounts receivable outstanding at the time of such termination, together with reasonable supporting documentation.

6.2 **Return of Customer's Data.** Upon expiration or termination of this Agreement for any other reason other than Customer's default, TDG shall return immediately to Customer all data, materials, files and records due Customer under this Agreement. The Customer will be responsible for the cost associated with shipping this data.

6.3 **Customer Default.** In the event of termination by TDG due to Customer's default, Customer shall be liable for all amounts then owing the Initial Term or any extension or Renewal Terms, together with all costs (including reasonable attorney fees) incurred by TDG in enforcing its rights hereunder. In the event of termination of this Agreement by TDG due to Customer's default, TDG shall retain exclusive and sole possession of Customer's data, materials, files, records, software, hardware, or any other information provided by the Customer until the Services have been paid in full.

7. **Third Party Contracts.** The Customer warrants to TDG that none of the Third Party Contracts entered into between Customer and its payers or other parties conflict with TDG's provision of Services hereunder or would require the Customer or TDG to obtain permission or a license for use by TDG of any Billing Information. The Customer does hereby indemnify and shall hold harmless (including reasonable expert's and attorney's fees) and defend TDG and any employee or agent thereof (each of the foregoing being hereinafter referred to individually as "Indemnified Party") from all liability to third parties (other than liability solely the fault of the Indemnified Party) arising from or in connection with a violation or breach of the foregoing warranties, or a breach by TDG of any of the Third Party Contracts.

8. **Assignment.** This agreement may not be assigned by either Party without the other Parties prior written consent. Any assignment attempted by one Party without the other Parties prior written consent shall be void.

9. **Severability.** If any provision of this agreement is declared by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the remaining provisions shall not be affected thereby. Such remaining provisions shall be fully severable and shall be enforceable as if such invalid provisions never had been inserted in this Agreement.

10. **Entire Agreement; Amendment; Waiver.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and cancels all prior and contemporaneous agreements between the Parties relating to the subject matter hereof. This Agreement may not be modified, changed or waived orally, but only in writing signed in mutual agreement by the Parties. The failure of a Party to exercise any power or right hereunder or to insist upon strict compliance with the obligations hereunder shall not constitute a waiver of a Party's right to demand exact compliance with the terms hereof.

11. **Governing Law, Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island, disregarding such state's rules governing conflicts of law. The

parties agree that venue for any dispute arising under this Agreement shall be in the courts of the State of Rhode Island.

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

**City of East Providence**

**The Dawson Group, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notices:

Address for Notices:

City of East Providence  
145 Taunton Ave  
E Providence, RI 02914  
**Attn: Roberto L. DaSilva, Mayor**

The Dawson Group, Inc.  
1275 Wampanoag Trail  
East Providence, RI 02915  
**Attn: Kimberly T. Dawson**

**EXHIBIT "A"**

**Practice Management Services**

TDG shall provide the services initialed below for the monthly fee of .5% of all collections received.

1.        **Accounting**
  - a. Record cash receipts for checks received via Post Office Box.
  - b. Verify and record direct deposits from insurance carriers.
  - c. Verify and record deposits from collection agency (Peter Robert's and Assoc.).
  
2.        **Manage credentialing process as follows:**
  - a. Make changes to the provider's insurance profile
  - b. Obtain new group or individual provider number's
  - c. Link new location (with provider number) to a group
  - d. Re-credentialing to insurance carriers
  
3.        **Insurance carrier relations**
  - a. Negotiate fee schedules with insurance carriers
  - b. Meet with insurance carriers as needed
  - c. Follow up on insurance carriers directives

Although not all inclusive, for clarity we list the following expenses as borne by Customer ... fees charged by Customer's accountant, fees associated with 401K TPA, fees charged for Payroll Processing, fees and bank charges associated with Customer's bank accounts, and fees charged by Collection Agency.

       **Initials and Printed Name** \_\_\_\_\_

## EXHIBIT "B"

### Ongoing Billing and Collection Services

A. **Accounts:** Ongoing accounts for all Customer locations, after the Effective Date.

B. **TDG Responsibilities:** The "Services" shall constitute the following:

1. With respect to each charge provided by Customer to TDG, upon TDG's receipt from Customer of all patient account and charge information required by this Agreement and/or separately requested by TDG, TDG shall, in a timely fashion but in no event later than thirty (30) business days after such receipt, submit a claim for payment of such patient account receivable to the primary insurance provider, and, if applicable, any other indicated third-party payer and/or the individual patient.

2. If Customer sets up a lockbox, Customer shall instruct its lockbox provider to send a duplicate copy of all items received in the lockbox to TDG; and TDG shall instruct all third-party payers to make payments to the lockbox. If Customer does not set up a lockbox, Customer shall forward a copy of the deposit, including all EOB's, denials, checks and other relevant information to TDG within forty-eight hours of receipt and TDG shall instruct all third-party payers to make payments in accordance with the written instructions that Customer may from time to time provide to TDG.

3. TDG shall send Customer monthly reports of all billing activity and payments received.

4. TDG shall use its reasonable best efforts to collect all patient accounts receivable.

5. TDG shall respond to Customer's questions in a timely fashion.

C. **Customer Responsibilities.**

1. Customer acknowledges that for TDG to provide the Ongoing Billing and Collection Services in accordance with its responsibilities that Customer must provide TDG with complete and correct information relating to each patient account and the patient's insurance provider. Customer agrees to provide TDG the following, via access to associated hospital IT System or otherwise, and to update the following with each subsequent patient referral:

- name of patient's insurance company and name of patient's insurance plan,
- telephone number for checking the status of a claim,
- address to where claims should be submitted,
- copy of any contract for any applicable third-party payer,
- the procedures codes for individual items whether or not a discount has been negotiated and how any such discount should be presented on the claim invoices,
- authorizations required for billing and any special claims form that may be required, and such other patient and/or insurance information as TDG may from time to time require.

(all of the foregoing, collectively, referred to herein as the "Billing Information"). Customer warrants that the Billing Information will be accurate, and agreed that any defects in the Services attributable to inaccurate or incomplete Customer Information or otherwise attributable to Customer are the sole responsibility of Customer.

2. Customer agrees that if at any time during the Term of this Agreement (including any Renewal Terms), and for a period of six (6) months thereafter, it receives any payments or other reimbursements from any patient or third-party payer, that it shall immediately photocopy such check or other means of payment, and any other documents received in connection therewith, and that it shall promptly forward a copy of the same to TDG.



3. CMS FINAL RULE: BENEFICIARY SIGNATURE REQUIREMENT: On November 1, 2007. CMS posted the Final Rule for physicians and other suppliers. Under this rule is the Beneficiary Signature Requirement for ambulance transports. Medicare regulations, specifically 42 C.F.R §424.36, require a patient's signature on a claim, unless the patient dies or the ambulance provider/supplier can qualify for one of a number of listed exceptions. The customer agrees to understand and comply with this requirement for all run reports submitted to TDG for billing.

4. AMBULANCE PROVIDER LICENSURE AND CREW MEMBER CERTIFICATION: In order for your service to qualify for reimbursement by Medicare and other payers, your service must be licensed and all crew members must be certified by your state. The customer agrees to understand and comply with this requirement for all runs submitted to TDG for billing.

**D. Fees.**

The fees for the Ongoing Billing and Collection Services shall be 5.5%. Customer will compensate TDG with in 30 days of the invoice date.

**E. Customer's Portion of Certain Expenses.**

1. Any fees paid by TDG, to expedite mailings at Customer's request, to courier services (such as Federal Express), or for other overnight or second-day delivery services (including by the U.S. Postal Service or United Parcel Service).
2. Any travel expenses incurred and approved by Customer shall be invoiced to Customer. Travel shall be within the constraints of Customer's travel policy and restrictions.

## EXHIBIT "D"

### HIPAA Business Associate Agreement

This "Addendum" is an amendment to an existing contract dated \_\_\_\_\_, 2019 (the "Agreement") between City of East Providence, 145 Taunton Ave, East Providence, RI 02914, ("Customer"), and The Dawson Group, Inc., 1275 Wampanoag Trail, East Providence, RI 02915 ("TDG"). (each a "Party" and, together, the "Parties"). All capitalized terms are as defined in the Agreement unless otherwise specifically defined below.

1. **Amendment of Agreement.** The Parties amend the Agreement as follows. Except for the specific changes in this Addendum, all other terms and conditions of the Agreement, as previously amended, remain unchanged.
2. **HIPAA Compliance.** The purpose of this Addendum is to conform the Agreement to the requirements of Title II, Subtitle F (entitled "Administrative Simplification") of the Health Insurance Portability and Accountability Act of 1996 (as codified at 42 U.S.C. Section 1320d) ("HIPAA") and its implementing policies and regulations (as codified at 45 CFR Parts 160 and 164, and as may be codified in succeeding and related regulations implementing 42 U.S.C. Section 1320d), and promulgated by the Secretary of the Department of Health and Human Services (collectively, the "HIPAA Regulations"). The Parties intend that this Addendum be interpreted consistently with their intent to comply with HIPAA and the HIPAA Regulations.
3. **Business Associate Relationship.** The Parties agree that TDG is a Business Associate (as that term is used in the Regulations) of Customer, and that the requirements of the Regulations mandating the Business Associate Contract between TDG and Customer are presently scheduled to become effective on April 14, 2003, which is prior to the end of the current term of the Agreement. Further, the Parties acknowledge that 42 U.S.C. Sections 1302d-2(d) (2) and 1302d-6 require Customer to take precautions to safeguard certain health information that it maintains or transmits.
4. **Customer's Instructions to TDG.** Customer will from time to time via letter or electronic mail supply TDG with Customer's privacy and security policies that Customer reasonably believes apply in whole or part to TDG's activities at or in relation to Customer under the Agreement. These activities shall include (but are not limited to) TDG's access to Customer's "Protected Health Information," or "PHI," as those terms are used in the HIPAA Regulations.
5. **Customer's Warranty Regarding PHI and TDG's Security.** CUSTOMER REPRESENTS AND WARRANTS THAT IT WILL TRANSMIT TO TDG ONLY THAT PHI FOR WHICH CUSTOMER HAS OBTAINED AN APPROPRIATE "CONSENT" OR "AUTHORIZATION" (OR BOTH, AS THE SITUATION MAY REQUIRE) UNDER THE HIPAA REGULATIONS; CUSTOMER WILL FOLLOW TDG'S REASONABLE SECURITY POLICIES AND PROCEDURES (AS COMMUNICATED FROM TIME TO TIME BY TDG); AND CUSTOMER WILL EXERCISE DILIGENCE SO AS NOT TO COMPROMISE TDG'S SECURITY POLICIES AND PROCEDURES.
6. **TDG's Use of Customer's Policies.** TDG will review Customer's privacy and security policies, and follow those policies in all material respects in TDG's activities under the Agreement, for the purpose of safeguarding Customer's PHI. TDG will incorporate into its operating procedures for dealing with Customer under the Agreement the elements of Customer's privacy and security policies that TDG identifies as affecting its performance of the Agreement, including those elements that Customer specifically and in writing (or electronic message) emphasizes to TDG for that purpose. TDG will follow Customer's instructions in updating Customer's PHI with regard to amendments, notices of amendment, and statements of disagreement pertaining to particular designated record sets and their disclosure, as required under Section 164.526 of the HIPAA Regulations.

7. **TDG's Use of Customer's PHI.** TDG will use Customer's PHI only incidentally in the process of supporting, maintaining, upgrading, or enhancing Customer's software systems (or systems connected to or operating with Customer's software systems) that store, process, transmit, or receive Customer's PHI, or for software testing. In order to carry out any of these purposes, and with Customer's specific advance written (or email) permission, TDG may also for a temporary period copy Customer's PHI to TDG's systems, so long as the copied PHI is deleted or otherwise destroyed after the purpose is accomplished. TDG may also use Customer's PHI to produce aggregate reports in which the PHI is de-identified according to HIPAA and its implementing regulations (as they may be modified from time to time). TDG shall not use or disclose Customer's PHI under this Agreement for any other purpose, except as described elsewhere in this Addendum. In performing all these functions (other than payment or health care operations), TDG will adopt written policies for using, and disclosing Customer's PHI within TDG for purposes of TDG's support, maintenance, upgrade, testing, and enhancement functions.
8. **TDG's Additional Disclosures of Customer's PHI.** TDG may use or disclose Customer's PHI for TDG's own internal management and administration and to carry out the legal responsibilities of a business associate as described in Section 164.504 (e) (4) of the HIPAA Regulations. If a disclosure is required by law, TDG may make that disclosure only if it first obtains specific, written, reasonable assurance from the person or entity to whom the PHI is disclosed that the PHI will be held confidentially and used or further disclosed only as permitted or required by this Agreement, the HIPAA Regulations, or otherwise by law, unless the disclosure without that assurance is permitted or required under the HIPAA Regulations. Further, this written assurance must require the person or entity to whom disclosure is made to notify TDG of any instance of which it becomes aware in which confidentiality of the PHI (as defined under the HIPAA Regulations) is breached. This notification is for the purposes of mitigating the effects of the breach to the extent practicable and of notifying Customer that the breach occurred.
9. **TDG's Use of Customer's Secure Communications Facilities.** If Customer maintains or uses secure communications lines to which TDG is given access for purposes described in this Addendum, then TDG will not for any purpose remotely access Customer's software systems, any systems connected to those systems, or Customer's PHI unless all that access is accomplished via those secure communications lines.
10. **Procedures for PHI Access Restrictions.** Other than under paragraphs 7, 8, 14, 15, and 16 of this Addendum, none of Customer's PHI will be disclosed by TDG to anyone other than TDG's employees or contractors who have a need to know, or to Customer's employees or contractors who are known by TDG to be entitled to have access to Customer's PHI. Customer and TDG shall maintain via the secure communications facilities that Customer uses a list of those employees and contractors of TDG and those employees and contractors of Customer who are entitled to have access to Customer's PHI for the purposes specified in this section. Further, the Parties will adopt and follow, and maintain in updated form, written lists and other appropriate documents to implement these access restrictions.
11. **Prohibitions on Use of Customer's PHI.** TDG will not use Customer's PHI for software demonstrations (for sales or other purposes), in published materials (such as screen depictions in user manuals), or to resell PHI (except in de-identified, aggregate form as described above in paragraph 7).
12. **Obligations of TDG's Agents and Subcontractors Regarding Customer's PHI.** TDG shall require that all of its agents, employees, subcontractors, and consultants to whom or which it furnishes any of Customer's PHI (whether created by or for Customer or TDG) specifically and in writing to agree to be bound, and to abide in all respects by, all the obligations of TDG under this Agreement to protect Customer's PHI. TDG shall furnish to Customer by electronic mail or in print form each such writing executed by its agents, employees, subcontractors, and consultants.

13. **TDG's Security Safeguards.** TDG shall adopt appropriate physical, technical, and procedural safeguards to protect Customer's PHI to meet the requirements of HIPAA and the HIPAA Regulations. Among other things, TDG shall maintain an appropriate level of security with regard to all personnel, systems, and administrative processes used by TDG to transmit, store, or handle Customer's PHI. On and after April 14, 2003 (or other date upon which the HIPAA Final Privacy Rule shall take effect), TDG shall not transmit Customer's PHI over any open network unless the transmission is encrypted according to the appropriate standard of care, which shall be at least that specified in the current HCFA Internet Security Policy dated November 24, 1998, or any later policy under the HIPAA regulations that may become the industry standard of care.
14. **Additional Availability of Customer's PHI for Regulatory Purposes.** The Parties do not anticipate that TDG will be required to make Customer's PHI available, or to amend Customer's PHI, as required under Sections 164.504 (e) (1), 164.524, and 164.526 of the HIPAA Regulations. However, should it become necessary to do so (for example, because of an appropriate judicial or administrative order), TDG will comply with those requirements.
15. **Availability of TDG's Records for Regulatory Accounting.** TDG shall make its books and records available for purposes of providing to an individual an accounting of disclosures of PHI, in accordance with Section 164.528 of the HIPAA Regulations. For this purpose, TDG shall retain a record of disclosures of PHI for at least 6 years from the date of disclosure. However, TDG shall not retain records of disclosures of PHI that are excepted from an accounting of disclosures under Section 164.528 (a) of the HIPAA Regulations.
16. **Availability of TDG's Records for Additional Regulatory Purposes.** TDG shall make its internal practices, books, and records relating to Customer's PHI available to the Secretary of Health and Human Services upon the request of the Secretary or Customer for purposes of determining Customer's (or TDG's or TDG's agent's) compliance with the HIPAA Regulations.
17. **TDG's Reporting to Customer.** TDG will report to Customer any use or disclosure of Customer's PHI that is not specified in this Agreement and of which TDG becomes aware. Further, upon Customer's good-faith request, TDG shall in writing (including through electronic mail or in print) report to Customer on any matter related to TDG's performance under this Agreement.
18. **Procedures with Respect to Investigation of Potential Breach.** If Customer becomes aware (such as by the receipt of substantial and credible evidence, as that phrase is used in the Regulations) that TDG has, or may have, materially violated its obligations under this Agreement to protect Customer's PHI, then Customer shall investigate the violation or potential violation. TDG shall reasonably cooperate in Customer's investigation. TDG shall bear its own costs of complying with these obligations. Among other things, TDG shall:
  - Make available to Customer all TDG's books, printed and electronic correspondence, and other records that relate to the subject matter of the investigation
  - Give Customer access to TDG's employees, contractors, or other agents whose activities relate to the subject matter of the investigation, so that Customer may interview them. Any person so interviewed may elect to have counsel present during the interview, and TDG may elect to have its counsel present as well. However, the Parties and the individuals concerned shall schedule and shall participate in these interviews promptly, and not unduly delay the interviews in order to arrange for the participation of counsel.
19. **Procedures with Respect to Breach: Cure and Mitigation.** Upon TDG's becoming aware that TDG has materially breached this Agreement, or upon notice from Customer of a material breach by TDG, TDG shall promptly, and in consultation with Customer, seek to cure or mitigate the breach.
20. **Procedures with Respect to Uncured Breach.** If TDG is unable promptly to cure or mitigate a material breach of this Agreement, then Customer, among other things, shall have the right, in the exercise of its good-faith business judgment, to terminate the Agreement for cause, to report the matter to the Secretary of Health and Human Services, or both.

21. **Treatment of PHI Upon Termination.** Upon termination of this Agreement for any reason, TDG will return or destroy all of Customer's PHI in its possession, and promptly certify the destruction in writing.
22. **Updating Due to Change in Laws.** The Parties agree to meet promptly at either Party's request and to negotiate in good faith if, in either Party's good-faith business judgment, modification of the Agreement or this Addendum becomes necessary due to legislative, regulatory, or judicial developments regarding HIPAA.
23. **Interpretation.** Paragraph titles are for convenience only, and shall not be used in interpreting the Agreement or this Addendum.
24. **Counterparts.** This Addendum may be executed in counterparts that, together, shall constitute this Addendum.

THEREFORE, each Party has caused this Addendum to be executed and delivered by its duly authorized representative as of the date of the later signature below.

**City of East Providence**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**The Dawson Group, Inc.**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

City of East Providence  
 145 Taunton Ave  
 East Providence, RI 02914  
**Attn: Roberto L. DaSilva, Mayor**

The Dawson Group, Inc.  
 1275 Wampanoag Trail  
 East Providence, RI 02915  
**Attn: Kimberly T. Dawson**

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

**CITY OF EAST PROVIDENCE**

**CHAPTER**

**AN ORDINANCE IN AMENDMENT OF CHAPTER 12 OF THE  
REVISED ORDINANCES OF THE CITY OF EAST PROVIDENCE,  
RHODE ISLAND, 1998, AS AMENDED, ENTITLED "POLICE"**

**THE COUNCIL OF THE CITY OF EAST PROVIDENCE HEREBY ORDAINS:**

**SECTION I.** Subsections (3) and (6) of Section 12-18 entitled "Qualifications for appointment" of Article I entitled "In General" of Chapter 12 of the Revised Ordinances of the City of East Providence, Rhode Island, 1998, as amended, entitled "Police" are amended to read as follows:

(3) The applicant shall never have been convicted of a ~~crime~~ **felony**.

(6) The applicant must have an education at least equal to ~~the completion of an associate degree (60 credit hours) from an accredited college or university~~ **a high school diploma or GED**. ~~Two years of honorable active military service or four years of reserve or national guard duty may be substituted for the educational requirements. Likewise, certification from the state municipal police academy as municipal police officer, or three years of satisfactory employment as a correctional officer may be substituted for the educational requirement.~~

**SECTION II.** This ordinance shall take effect upon second passage and all ordinances and parts of ordinances inconsistent herewith are hereby repealed.

Introduced by: Councilman Ricardo Mourato

Approved as to form:

\_\_\_\_\_  
Michael J. Marcello, City Solicitor

Attest: \_\_\_\_\_  
Samantha Burnett, City Clerk

Given first passage \_\_\_\_\_ and referred to \_\_\_\_\_ at 7:30 p.m. for a hearing and consideration of  
final passage; and adopted \_\_\_\_\_ .