

AGREEMENT

Between the

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

and

Public Consulting Group, Inc.

Name of Contractor: Public Consulting Group, Inc

Title of Agreement: Development and Implementation of a Cost Allocation Plan for EOHHS Departments

Basis for Contract: RFP# 7551453

Contract Award: \$510,705

Performance Period: December 1, 2017 to January 1, 2019

A G R E E M E N T

This agreement, hereinafter "Agreement", including attached ADDENDA, is hereby entered into this (DATE PRESENTED) _____ day of _____ 2017, by and between the State of Rhode Island acting by and through the **Executive Office of Health and Human Services** (hereinafter referred to as "the Executive Office"), and **Public Consulting Group, Inc** (hereinafter referred to as "the Contractor").

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

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

PAR. 1. GOVERNING LAW AND GENERAL TERMS AND CONDITIONS

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

PAR. 2. PERFORMANCE

The Contractor shall perform all obligations, duties and the required scope of work for the period of time listed in this Agreement, Exhibit(s) and/or Addenda that are attached hereto and are incorporated by reference herein, in a satisfactory manner to be determined at the sole and absolute discretion of the Executive Office, and in accordance with requirements of this Agreement. The Contractor shall perform in accordance with applicable State statutory and policy requirements as well as Federal statutory and policy requirements (as defined in 2 CFR §200.300). More specifically, the **ADDENDUM I - SCOPE OF WORK** shall include performance measurement(s) 2 CFR §200.301, monitoring and reporting program performance 2 CFR §200.328, and performance must be in accordance with requirements for pass-through entities 2 CFR § 200.331. The Executive Office shall have the right at any time, to review the work being performed as well as the place where such work is performed; and to that end, the Executive Office shall be given reasonable access to all activities related to this Agreement.

In accordance with 2 CFR §200.331 (d) the Executive Office will:

Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward

performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

- (1) Reviewing financial and performance reports required by the pass-through entity.
- (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 CFR §200.521 Management decision.

The Executive Office may request at any time additional monitoring, reporting, site visits, and audits in accordance with 2 CFR §200.501 or if applicable "Yellow Book" audits (see Paragraph 24). All reports pertaining to 2 CFR §200.331, shall be maintained by the Contractor. The Contractor must retain any documents pertaining to changes requested from the Executive Office or the Federal Government in accordance with 2 CFR §200.333.

PAR. 3. TIME OF PERFORMANCE

The Contractor shall commence performance of this Agreement on the 1st day of December 2017, and shall complete performance no later than the 31st Day of December of 2018 with the RI Department of Children Youth and Families beginning on the 31st day of December 2017 and completing no later than the 31st day of December 2018 (hereinafter the "Initial Term"), unless terminated prior to that day by other provisions of this Agreement. *If this contract was awarded as a result of an RFP or bid process, then, by mutual agreement, this contract may be extended 4 additional years as stated in the RFP or bid process (hereinafter "Renewal Term(s))* beyond the Initial Term upon one hundred twenty (120) days prior written notice of the expiration of the Initial Term or any Renewal Term to the Contractor.

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

PAR. 4. PROJECT OFFICER – EXECUTIVE OFFICE

The Executive Office shall appoint a Contract Officer to manage this Agreement. The Contractor agrees to maintain close and continuing communication with the Contract Officer throughout the performance of work and services undertaken under the terms of this Agreement. The Contract Officer is responsible for authorizing, or seeking authorization of all payments made by the Executive Office to the Contractor under this Agreement.

PAR. 5. PROJECT OFFICER – CONTRACTOR

The Contractor shall appoint a Project Officer to be responsible for coordinating and reporting work performed by the Contractor agency under this Agreement. The Project Officer shall notify the Executive Office in writing immediately, and seek approval from the Executive Office, should a change to this Agreement be necessary in the opinion of the Project Officer. Under no circumstances will a change be undertaken without the prior written approval of the Executive Office.

PAR. 6. BUDGET

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

PAR. 7. METHOD OF PAYMENT AND REPORTS

The Executive Office will make payments to the Contractor in accordance with provisions of **ADDENDUM III - PAYMENTS AND REPORTS SCHEDULE** attached hereto and incorporated by reference herein. The Executive Office acknowledges and agrees that any increase in expenses due to delays by the Executive Office which extends the time of performance shall be subject to reimbursement of the costs associated with such delays. The Contractor will complete and forward narrative, fiscal, and all other reports per **ADDENDUM III - PAYMENTS AND REPORTS SCHEDULE**.

PAR. 8. TERMINATION AND/OR DEFAULT OF AGREEMENT

This Agreement shall be subject to termination under any of the following conditions:

a) Mutual Agreement

The contracting parties mutually agree in writing to termination.

b) Default by Contractor

The Executive Office may, by not less than thirty (30) days prior written notice to the Contractor, terminate the Contractor's right to proceed as to the Agreement if the Contractor:

1. Materially fails to perform the services within the time specified or any extension thereof; or
2. So fails to make progress as to materially endanger performance of the Agreement in accordance with its terms; or
3. Materially breaches any provision of this Agreement.

Termination, at the option of the Executive Office shall be effective not less than thirty (30) days after receipt of such notice, unless the Contractor shall have corrected such failure(s) thirty (30) days after the receipt by the Contractor of such written notice; any failure which, in the exercise of due diligence, cannot be cured within such thirty (30) day period shall not be deemed a default so long as the Contractor shall within such period commence and thereafter continue diligently to cure such failure.

c) Termination in the Interest of the Executive Office

The Executive Office may terminate this agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, not less than thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of the Executive Office, become its property. If the agreement is terminated by the Executive Office as provided herein, the Contractor will be paid an amount which bears the same rate to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payment of compensation previously made.

PAR. 9. RESPONSIBILITIES UPON TERMINATION AND/OR DEFAULT OF AGREEMENT

Upon delivery to the Contractor of a notice of termination, specifying the nature of the termination, the extent to which performance of work under this contract is terminated, and the date upon which such termination becomes effective, the Contractor shall:

1. Stop work under this contract on the date and to the extent specified in the notice of termination.
2. Take such action as may be necessary, or as the Executive Office's project manager may reasonably direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Executive Office has or may acquire an interest.
3. Terminate all orders to the extent that they relate to the performance of work terminated by the notice of termination.
4. Subject to the provisions of this paragraph, assign to the Executive Office in the manner and to the extent directed by the Executive Office's project officer all of the rights, title, and interest of the Contractor under the orders so terminated, in which case the Executive Office shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders, however, notwithstanding this provision, the Contractor will not be obligated to assign any such rights, title or interest in the absence of payment therefore by the Executive Office.
5. With the approval or ratification of the Executive Office's project manager, initiate settlement of all outstanding liabilities and all claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this contract. Prior to a final settlement of said outstanding liabilities and claims arising out of such termination, final written approval of the Executive Office's project manager must be obtained. Final approval by the Executive Office shall not be unreasonably withheld.
6. Subject to the provisions of this paragraph, transfer title, or if the Contractor does not have title, then transfer their rights to the Executive Office (to the extent that title has not already been transferred) and deliver in the manner, at reasonable times, and to the extent reasonably directed by the Executive Office's project manager all files, processing systems, data manuals, or other documentation, in any form, that relate to all the work completed or in progress prior to the notice of termination.
7. Complete the performance of such part of the work as shall not have been terminated by the notice of termination. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in

- determining or adjusting the amount of any item of reimbursable price under this clause.
8. Unless terminated by the Executive Office for default of the Contractor, the Contractor may be entitled to reasonable account shut down expenses associated with such termination including the penalties associated with early termination of lease, software, hardware, and any other unamortized or incremental expenses accrued but not charged, excluding anticipated profits which shall not be reimbursed. The Contractor shall submit all identified shut down expenses associated with such termination incurred before and prior to the termination date. Any damages to the Executive Office shall offset any shutdown expenses to the Executive Office.
 9. The Contractor acknowledges and agrees the services and/or deliverables provided under this Agreement are very important to the Executive Office and that upon expiration or termination of the Agreement, must be continued without interruption whether by the State, the Executive Office, governmental agency or another private entity ("successor entity"). Prior to the end of the Termination and up to sixty (60) days thereafter, the Contractor agrees to make an orderly transition of contract and/or deliverables hereunder and to perform any and all tasks in good faith that are necessary to preserve the integrity of the work performed by the Contractor on behalf of the Executive Office. Upon termination or expiration of the Agreement, the Contractor, shall, if requested by the Executive Office at least thirty (30) days prior to such termination or expiration, provide reasonable training for the successor entity and/or continued performance of services. For providing such training or continued performance after the Term of the Agreement, the Executive Office shall pay the Contractor at mutually agreed rates for personnel used in providing such training and/or services unless services delivered are already defined herein and rates established then such rates shall apply for such period. Should any missing data, materials, documents, etc., be discovered after expiration or termination, a grace period of one hundred and twenty (120) days shall be in effect during which the data, materials, documents, etc., is to be provided at a predetermined cost or at no additional cost if the Contractor caused the loss. Lost data shall be provided to the Executive Office in form acceptable to the Executive Office.

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

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

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

work order was in effect that cannot otherwise be reasonably utilized by the Contractor during the stop work period.

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

The Contractor's liability to the Executive Office for any damages arising out of or related to this Agreement, regardless of the form of action that imposes liability, whether in contract, equity, negligence, intended conduct, tort or otherwise, and including any direct damages incurred by the Executive Office due to the intentional tortious actions of the Contractor in the performance or nonperformance of its obligations under this Agreement is not limited to the total fees paid by the Executive Office to the Contractor under this Agreement. Also, there should be no limitation of the Contractor's liability for disclosure of confidential information or intellectual property infringement. Neither party shall be liable for any amounts for loss of income, profit or savings or incidental, consequential, indirect, exemplary, severance pay, punitive, or special damages of any party, including third parties arising out of or related to this Agreement; provided, however, that the foregoing shall not be deemed to limit in any way the provisions of **ADDENDUM XIII - LIQUIDATED DAMAGES** of this Agreement.

The imposition of liquidated damages shall not limit the Executive Office's rights to pursue any other non-monetary remedies available to it.

The Executive Office may, by written notice of default to the Contractor, provide that the Contractor may cure a failure or breach of this contract within a period of thirty (30) days (or such longer period as the Executive Office's agreement administrator or project manager may authorize in writing), said period to commence upon receipt of the notice of default specifying such failure or breach. The Executive Office's exercise of this provision allowing the Contractor time to cure a failure or breach of this Agreement does not constitute a waiver of the Executive Office's right to terminate this Agreement, without providing a cure period, for any other failure or breach of this Agreement.

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

Assurances before breach

a) If documentation or any other deliverables due under this contract are not in accordance with the contract requirements as reasonably determined by the project manager, upon the Executive Office's request, the Contractor, to the extent commercially reasonable, will deliver additional the Contractor resources to the project in order to complete the deliverable as required by the agreement as reasonably determined by the Executive Office and to demonstrate that other project schedules will not be affected. Upon written notice by the Executive Office's project

manager of the Executive Office's concerns regarding the quality or timeliness of an upcoming deliverable, the Contractor shall, within five (5) business days of receipt of said notice, submit a corrective action plan documenting the Contractor's approach to completing the deliverable to the satisfaction of the Executive Office's project officer without affecting other project schedules. The Executive Office's project manager, within five (5) business days of receipt of the corrective action plan, shall approve the plan, reject the plan, or return the plan to the Contractor with specific instructions as to how the plan can be modified to merit approval and a specific time period in which the revised plan must be resubmitted.

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

Executive Office's options at termination

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

- a) Retain all or a portion of such hardware, equipment, software, and documentation as has been provided, obtaining clear title or rights to the same, and procure upon such terms and in such manner as the Executive Office's project manager may deem appropriate, hardware, equipment, software, documentation, or services as are necessary to complete the project; or
- b) Notwithstanding the above, except as otherwise agreed, nothing herein shall limit the right of the Executive Office to pursue any other legal remedies against the Contractor.

In order to take into account any changes in funding levels because of executive or legislative actions or because of any fiscal limitations not presently anticipated, the Executive Office may reduce or eliminate the amount of the contract as a whole with the scope of services being reduced accordingly, or subject to agreement by the parties concerning the scope and pricing, reduce or eliminate any line item(s).

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

PAR. 10. MODIFICATION OF AGREEMENT

The Executive Office may permit changes in the scope of services, time of performance, or approved budget of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by the Executive Office and the Contractor, must be in writing and shall be made a part of this agreement by numerically consecutive amendment excluding "Special Projects", if applicable, and are incorporated by reference into this Agreement. No changes are effective unless

reflected in an approved change order issued by the State's Division of Purchases.

Special Projects are defined as additional services available to the Executive Office on a time and materials basis with the amounts not to exceed the amounts referenced on the Contractor's RFP cost proposal or as negotiated by project or activity. The change order will specify the scope of the change and the expected completion date. Any change order shall be subject to the same terms and conditions of this Agreement unless otherwise specified in the change order and agreed upon by the parties. The parties will negotiate in good faith and in a timely manner all aspects of the proposed change order.

Availability of Funds

It is understood and agreed by the parties hereto that all obligations of the Executive Office, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State and Federal funds, and in no event shall the Executive Office be liable for any payments hereunder in excess of such available and appropriated funds. In the event that the amount of any available or appropriated funds provided by the State or Federal sources for the purchase of services hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified amount of services to be purchased hereunder for any reason whatsoever, the Executive Office shall notify the Contractor of such reduction of funds available and the Executive Office shall be entitled to reduce its commitment hereunder as it deems necessary, but shall be obligated for payments due to the Contractor up to the time of such notice. Neither party shall be liable for any amounts for loss of income, profit or savings or incidental, consequential, indirect, exemplary, severance pay, punitive, or special damages of any party, including third parties arising out of or related to this Agreement.

PAR. 11. SUBCONTRACTS

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

If the Contractor subsequently needs to enlist the services of a Subcontractor, the Contractor shall obtain prior written approval of the Executive Office. Approval of the Executive Office for the Contractor to enter into subcontracts to perform the services or obligations of the Contractor pursuant to this Agreement shall not be unreasonably withheld. Nothing in this Agreement or in a subcontract or sub-agreement between the Contractor and subcontractors shall create any contractual relationship between the subcontractor and the Executive Office. Approval by the Executive Office of the

Contractor's request to subcontract shall not relieve the Contractor of its responsibilities under this contract and the Contractor shall therefore remain responsible and liable to the Executive Office for any conduct, negligence, acts and omissions, whether intentional or unintentional, by any subcontractor

The positions named by the Contractor and detailed in **ADDENDUM XVII – CORE STAFF POSITIONS**, which is incorporated by reference herein, will be considered core project staff positions for this project. The Contractor will not alter the core project team or use an independent contractor, company or subcontractor to meet required deliverables without the prior written consent of the Executive Office's project officer or other appointed designee(s) for which consent shall not be unreasonably withheld. Failure to comply with the provisions of this Paragraph could result in denial of reimbursement for such non-approved sub-contracts.

PAR. 12. CONTRACTOR'S LIABILITY/INDEMNIFICATION

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

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

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

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

PAR. 13. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

By signing this Agreement, the Contractor agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794); Americans with Disabilities Act

of 1990 (42 USC 12101 et. seq.); Title IX of the Education Amendments of 1972 (20 USC 1681 et. seq.); The Food Stamp Act, and the Age Discrimination Act of 1975, The United States Department of Health and Human Services Regulations found in 45 CFR, Parts 80 and 84; the United States Department of Education Implementing regulations (34 CFR, Parts 104 and 106; and the United States Department of Agriculture, Food and Nutrition Services (7 CFR §272.6), which prohibit discrimination on the basis of race, color, national origin (limited English proficiency persons), age, sex, disability, religion, political beliefs, in acceptance for or provision of services, employment, or treatment in educational or other programs or activities, or as any of the Acts are amended from time to time.

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

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

The Contractor must submit, within thirty-five (35) days of the date of a request by DHHS or EOHHS, full and complete information on Title VI and/or Section 504 compliance and/or self-assessments, as referenced above, by the Contractor and/or any subcontractor or vendor of the Contractor.

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

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

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

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

PAR. 14. ASSIGNABILITY

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

PAR. 15. COPYRIGHTS

Subject to the limitations set forth in Paragraph 31, and the terms and conditions of the licensing agreements in **ADDENDUM XIX**, any and all data, technical information, information systems, materials gathered, originated, developed, prepared, modified, used or obtained by the Contractor in performance of the Agreement used to create and/or maintain work performed by the Contractor, including but not limited to, all hardware, software computer programs, data files, application programs, intellectual property, source code, documentation and manuals, regardless of state of completion shall be deemed to be owned and remain owned by the State ("State Property"), and the State has the right to (1) reproduce, publish, disclose or otherwise use and to authorize others to use the State Property for State or federal government purposes, and (2) receive delivery of such State Property upon 30 days' notice by the State throughout the term of the contract and including 120 days thereafter. To be clear with respect to State Property, the work shall be considered "work for hire," i.e., the State, not the selected Contractor or any subcontractor, shall have full and complete ownership of all State Property. The selected Contractor and any subcontractor hereby convey, assign and transfer to State any and all of its or their right, title and interest in State Property, if any, including but not limited to trademarks and copyrights. The State hereby grants to the federal government, and the federal government reserves, a royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose or otherwise use and to authorize others to use for federal government purposes such software, modifications and documentation designed, developed or installed with federal financial participation.

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

the Executive Office's files identify or would, with reasonable effort, permit one to identify an individual, or to deduce the identifying of an individual to a reasonable degree of certainty. The Contractor agrees that the conditions set forth herein apply to any materials presented or submitted review and/or publication that contain individual identifying elements in the information obtained, as stated above, unless such information is presented in the aggregate. Under no circumstance, shall the Contractor publicly disclose or present or submit any materials for review and/or publication that contains an individual's social security number, in part or in whole. The Contractor is hereby notified that all initial data received from EOHHS is considered confidential by the Executive Office. For further requirements regarding confidentiality of information please refer to Paragraph 23 of this Agreement.

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

1. The Executive Office will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time;
2. The Contractor will have sole control of the defense of any action on all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Rights by any product or service provided hereunder; and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future state operations or liability, or when involvement of the state is otherwise mandated by law, the state may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the state will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
3. The State will reasonably cooperate in the defense and in any related settlement negotiations.

Should the deliverables or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Rights, the Executive Office shall permit the Contractor at its option and expense either to procure for the Executive Office the right to continue using the deliverables or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such deliverables or software by the Executive Office shall be prevented by injunction, the Contractor agrees to take back such deliverables or software and make every reasonable effort to assist the Executive Office in procuring substitute

deliverables or software. If, in the sole opinion of the Executive Office, the return of such infringing deliverables or software makes the retention of other deliverables or software acquired from the Contractor under this Agreement impractical, the Executive Office shall then have the option of terminating such agreements, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such deliverables or software and refund any sums the Executive Office has paid the Contractor less any reasonable amount for use or damage.

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

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

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

PAR. 16. PARTNERSHIP

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

PAR. 17. INTEREST OF CONTRACTOR

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

PAR. 18. FEDERAL FUNDING PROVISIONS

Funds made available to the Contractor under this Agreement are or may be derived

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

PAR. 19. FUNDING DENIED

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

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

PAR. 20. ACCESSIBILITY AND RETENTION OF RECORDS

The Contractor agrees to make accessible and to maintain all fiscal and activity records relating to this Agreement to state and/or federal officials, or their designated representatives, necessary to verify the accuracy of Contractor invoices or compliance with this Agreement. This accessibility requirement shall include the right to review and copy such records. This requirement is also intended to include but is not limited to any auditing, monitoring, and evaluation procedures, including on-site visits, performed individually or jointly, by state or federal officials or their agents necessary to verify the accuracy of Contractor invoices or compliance with the this Agreement (in accordance with 2 CFR §200.331). If such records are maintained out of the State of Rhode Island, such records shall be made accessible by the Contractor at a Rhode Island location. Minutes of board of directors meetings, fiscal records, and narrative records pertaining to activities performed will be retained for audit purposes for a period of at least three (3) years following the submission of the final expenditure report for this Agreement. Additionally, if any litigation, claim, or audit is started before the expiration of the 3 year period, as mentioned in Paragraph 2 of this Agreement, the records must

be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken in accordance with 2 CFR §200.333. If audit findings have not been resolved at the end of the three (3) years, the records shall be retained for an additional three (3) years after the resolution of the audit findings are made or as otherwise required by law.

The Contractor and its subcontractors, if subcontractors are permitted within the scope of this Agreement, will provide and maintain a quality assurance system acceptable to the state covering deliverables and services under this Agreement and will tender to the state only those deliverables that have been inspected and found to conform to this Agreement's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the state during Agreement performance and for three (3) years after final payment. The Contractor shall permit the state to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance system or other similar business practices related to performance of the Agreement.

Further, the Contractor agrees to include a similar right of the state to audit records and interview staff in any subcontract related to performance of this Agreement.

The parties agree that in regards to fixed price portions of the contract, the state's access to the Contractor's books, records and documents shall be limited to those necessary to verify the accuracy of the Contractor's invoice. In no event will the state have access to the Contractor's internal cost data as they relate to fixed price portion of the contract.

PAR. 21. CAPITAL ASSETS

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

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

PAR. 22. COMPETITIVE BIDS

With the exception of services or products obtained for use in a leveraged environment, the Contractor agrees competitive bidding will be utilized for all purchases in direct and exclusive support of the Executive Office which are made under this Agreement in excess

of five hundred dollars (\$500) or an aggregate of one thousand dollars (\$1,000) for any like items during the time of performance of this Agreement. Evidence of competitive bids must be retained in accordance with **PAR. 20. - ACCESSIBILITY AND RETENTION OF RECORDS.**

PAR. 23. SECURITY AND CONFIDENTIALITY

The Contractor shall take security measures to protect against the improper use, loss, access of and disclosure of any confidential information it may receive or have access to under this Agreement as required by this Agreement, the RFP and proposal, or which becomes available to the Contractor in carrying out this Agreement and the RFP and the proposal, and agrees to comply with the requirements of the Executive Office for safeguarding of client and such aforementioned information. Confidential information includes, but is not limited to: names, dates of birth, home and/or business addresses, social security numbers, protected health information, financial and/or salary information, employment information, statistical, personal, technical and other data and information relating to the State of Rhode Island data, and other such data protected by Department/Executive Office laws, regulations and policies ("confidential information"), as well as State and Federal laws and regulations. All such information shall be protected by the Contractor from unauthorized use and disclosure and shall be protected through the observance of the same or more effective procedural requirements as are applicable to the Executive Office.

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

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

The Contractor agrees to abide by all applicable, current and as amended Federal and State laws and regulations governing the confidentiality of information, including to but not limited to the Business Associate requirements of HIPAA (WWW.HHS.GOV/OCR/HIPAA), to which it may have access pursuant to the terms of this Agreement. In addition, the Contractor agrees to comply with the Executive Office confidentiality policy recognizing a person's basic right to privacy and confidentiality of personal information. ("confidential records" are the records as defined as not public in R.I. Gen. Laws 38-2-2-(4) (A)-(AA) entitled "Access to Public Records").

In accordance with this Agreement and all Addenda thereto, the Contractor will additionally receive, have access to, or be exposed to certain documents, records, that are confidential, privileged or otherwise protected from disclosure, including, but not limited to: personal information; Personally Identifiable Information (PII), Sensitive Information (SI), and other information (including electronically stored information), records sufficient to identify an applicant for or recipient of government benefits; preliminary draft, notes, impressions, memoranda, working papers and work product of state employees; as well as any other records, reports, opinions, information, and statements required to be kept confidential by state or federal law or regulation, or rule of court ("State Confidential Information"). State Confidential Information also includes PII and SI as it pertains to any public assistance recipients as well as retailers within the SNAP Program and Providers within any of the State Public Assistance programs.

Personally Identifiable Information (PII) is defined as any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc. (As defined in 2 CFR §200.79 and as defined in OMB Memorandum M-06-19, "Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security in Agency Information Technology Investments"). PII shall also include individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts (As defined in 2 CFR § 200.82 Protected Personally Identifiable Information).

Sensitive Information (SI) is information that is considered sensitive if the loss of confidentiality, integrity, or availability could be expected to have a serious, severe or catastrophic adverse effect on organizational operations, organizational assets, or individuals. Further, the loss of sensitive information confidentiality, integrity, or availability might: (i) cause a significant or severe degradation in mission capability to an extent and duration that the organization is unable to perform its primary functions; (ii) result in significant or major damage to organizational assets; (iii) result in significant or major financial loss; or (iv) result in significant, severe or catastrophic harm to individuals that may involve loss of life or serious life threatening injuries. (Defined in HHS Memorandum ISP-2007-005, "Departmental Standard for the Definition of Sensitive Information" as amended).

The Contractor agrees to adhere to any and all applicable State and Federal statutes and regulations relating to confidential health care and substance abuse treatment including but not limited to the Federal Regulation 42 CFR, Part 2; Rhode Island Mental Health Law, R.I. General Laws Chapter 40.1-5-26; Confidentiality of Health Care Communications and Information Act, R.I. General Laws Chapter 5-37.3-1 et seq.

HIPAA 45 CFR 160 and the Rhode Island Identity Theft Protection Act, R.I. General Laws Chapter 11-49.3-1. The Contractor acknowledges that failure to comply with the provisions of this paragraph will result in the termination of this Agreement.

The Contractor shall notify the Executive Office and the Executive Office's designated security officer by telephone call plus e-mail, web form or fax upon the discovery of any breach of security of PHI, PII or SI or suspected breach of security of PHI, PII or SI (where the use or disclosure is not provided for and permitted by this Agreement) of which it becomes aware within one (1) hour and in no case later than two (2) business days of the breach and/or Security Incident. The Contractor shall, within two (2) business days, notify the Executive Office and the Executive Office's designated security officer of any suspected breach of unauthorized electronic access, disclosure or breach of confidential information or any successful breach of unauthorized electronic access, disclosure or breach of confidential information. A breach is defined pursuant to HIPAA guidelines as well as those found in the "Health Information Technology for Economic and Clinical Health Act" (HITECH). A breach or suspected breach may be an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PHI in violation of HIPAA privacy rules that compromise PHI security or privacy. Additionally, a breach or suspected breach may be an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PII or SI. The notice of a breach or suspected breach shall contain information available to the Contractor at the time of the notification to aid the Executive Office in examining the matter. More complete and detailed information shall be provided to the Executive Office as it becomes available to the Contractor.

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

Notwithstanding any other requirement set out in this Agreement, the Contractor acknowledges and agrees that the HITECH Act and its implementing regulations impose new requirements with respect to privacy, security and breach notification and contemplates that such requirements shall be implemented by regulations to be adopted by the U.S. Department of Health and Human Services. The HITECH requirements, regulations and provisions are hereby incorporated by reference into this Agreement as if set forth in this Agreement in their entirety. Notwithstanding anything to the contrary

or any provision that may be more restrictive within this Agreement, all requirements and provisions of HITECH, and its implementing regulations currently in effect and promulgated and/or implemented after the date of this Agreement, are automatically effective and incorporated herein. Where this Agreement requires stricter guidelines, the stricter guidelines must be adhered to.

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

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

PAR. 24. AUDIT

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

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

In the case wherein the Contractor expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR § 200.501, et seq. at no additional cost for the Executive Office, the audit must be performed in accordance with 2 CFR §200.500 et. seq., or with "Government Auditing Standards" as published by the Comptroller General of the United States. The audit must address areas of compliance and internal controls as outlined in 2 CFR § 200.500 et. seq. If a

management letter is also issued as part of the audit, the management letter must be submitted as well (2 CFR §200.512). All financial statements and audits must be submitted in a format that is acceptable to the Executive Office.

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

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

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

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

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

PAR. 25. SEVERABILITY

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

PAR. 26. ON-SITE INSPECTION

The Contractor agrees to permit on-site monitoring, evaluation and inspection of all activities related to the Agreement by officials of the Executive Office, its designee, and where appropriate, the Federal government. On-site inspections and monitoring shall be in accordance with 2 CFR §200.328. All reports pertaining to 2 CFR §200.331, shall be maintained by the Contractor. The Contractor must retain any documents pertaining to changes requested from the Executive Office or the Federal Government in accordance with 2 CFR §200.333.

If, as a result of on-site inspections, changes are requested by the Executive Office to ensure compliance with this Agreement and/or Federal Awards, the Contractor must perform changes within a time period defined by the Executive Office. All changes

shall be documented by the Contractor and provided to the Executive Office upon request. All requested changes shall comply with 2 CFR §200.331.

PAR. 27. DRUG-FREE WORKPLACE POLICY

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

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

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

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

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

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

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

PAR. 30. CHIEF PURCHASING OFFICER

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

PAR. 31. OWNERSHIP

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

PROPRIETARY SOFTWARE. Each party will retain all rights in any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the date of this Agreement, or acquired or developed after the date of this Agreement without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor.

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

current commercial billing rates for the technical and programming personnel and other materials utilized by the Contractor. Notwithstanding anything to the contrary in this Agreement, the Contractor will continue to own, and will be free to use, the development tools and the residual technology, so long as such use does not breach Contractor's obligations of confidentiality set forth herein

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

PAR. 32. FORCE MAJEURE

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

PAR. 33. RESERVED

PAR. 34. DISPUTES

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

If the Executive Office's Project Officer and the Contractor's Project Officer are unable to resolve the dispute, either party may request that the dispute be escalated for resolution to the Secretary of the Executive Office of Health and Human Services or his or her designee, the Contractor's President or his or her designee and a mutually agreed upon third party shall attempt to resolve the issue.

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

If the issue is not resolved, the parties shall endeavor to resolve their claims by mediation which, shall be administered by the Presiding Justice of the Providence County Superior Court. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the court. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this paragraph, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

PAR. 35. GOVERNING LAW

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

PAR. 36. WAIVER AND ESTOPPEL

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

PAR. 37. INSURANCE

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

PAR. 38. WORK REVIEWS

The Contractor agrees that all work performed under this Agreement may be reviewed by the Rhode Island Executive Office of Health and Human Services, Department of Administration, and/or by any third party designated by the Executive Office of Health and Human Services.

PAR. 39. BUSINESS CONTINUITY PLAN

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

PAR. 40. NOTICES

No notice, approval or consent permitted or required to be given by this Agreement will be effective unless the same is in writing and sent postage prepaid, certified mail or registered mail, return receipt requested, or by reputable overnight delivery service to the other party at the address set forth in **ADDENDUM XVII – CORE STAFF POSITIONS**, or such other address as either party may direct by notice given to the other as provided **ADDENDUM XVII – CORE STAFF POSITIONS**, and shall be deemed to be given when received by the addressee. The Contractor and the Executive Office shall list, in **ADDENDUM XVII – CORE STAFF POSITIONS**, the names, addresses, email addresses, telephone numbers, and the facsimile numbers of all individuals that the above such notice, approval or consent shall be sent to or copied on. The Parties agree to update any changes to the designated notice recipients, in writing pursuant to the terms outlined in **PARAGRAPH 40**.

PAR. 41. COUNTERPARTS

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

PAR. 42. AMENDMENTS

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

PAR. 43. SURVIVAL

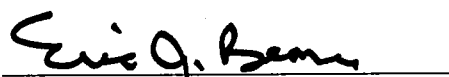
Any obligations and provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including but not limited to safeguarding confidential information and indemnification, shall survive the expiration or termination of this Agreement.

PAR. 44. ADDITIONAL APPROVALS

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

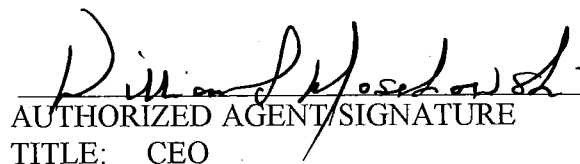
IN WITNESS WHEREOF, the parties hereto have hereunder set their hands as of the date first above written and this Agreement made legally binding upon the issuance of a valid Purchase Order by the State of Rhode Island as follows:

STATE OF RHODE ISLAND:



ERIC J. BEANE, SECRETARY
EXECUTIVE OFFICE OF HEALTH AND
HUMAN SERVICES

PUBLIC CONSULTING GROUP, INC.:


AUTHORIZED AGENT/SIGNATURE
TITLE: CEO

WILLIAM S. MOSAKOWSKI
PRINT NAME

12/5/17
DATE

DECEMBER 4, 2017
DATE

ADDENDA

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

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

ADDENDUM XIX -

LICENSING AGREEMENTS

ADDENDUM I

REQUEST FOR PROPOSAL / SCOPE OF WORK

4. PROPOSED WORK PLAN

PCG is pleased to submit the following scope of work to continue our engagement with the Rhode Island Executive Office of Human Services (EOHHS) and its Departments, the Department of Human Services (DHS), the Department of Children, Youth, and Family Services (DCYF), and the Department of Health (DOH).

PCG has provided a chart showing the number of staff hours for personnel involved in the project on page 47.

Project Management and Communication

PCG will conduct a high-level kick-off meeting to review our project management structure, outlined in the graphic on the right. This project management approach will be utilized at all Departments under this contract.

PCG will conduct a kick-off meeting with each individual Department to review key stakeholders, update existing work plans and project goals, and modify the communication plans as necessary to address project timing.

PCG will conduct regular status calls and submit regular status reports to EOHHS and the Departments to ensure that all project occurrences, accomplishments, and problems are documented and communicated. PCG's status reports are currently in PowerPoint format and include a section each Department that includes slides for project management information, accomplishments, next steps, and risk management. If individual status calls are more advantageous, we can modify the status report and reporting schedule.

Ongoing communication to ensure that work is completed will continue to occur. We will ensure that each Department knows their specific PCG contacts. The contacts proposed in our staffing section are the same staff that are working on the various projects today and are familiar to EOHHS and other Department staff. Aside from certain technical advisors, all of our project team members are based in our Boston, Massachusetts office and will continue to be on site as required for meetings and trainings.

Federal Negotiations

PCG will be available to assist all Departments with negotiations with the appropriate

Project Kickoff Key Elements

A work plan outlining key steps in each phase of the proposed project, staff responsibilities, and timeframes for deadline, and resources requirements.

A communication plan for the timely and regular distribution of key project information. This plan will establish communication protocols for the project manager and other stakeholders, facilitating the communication of project issues to the appropriate staff.

A risk management plan to identify the risks that occur in analysis engagements due to the dependence on quality data, cooperation, and stakeholder availability.

An agreement on key informants and stakeholders to identify participants for interviews or holders of key data needed for project success.

for

cognizant federal agency. Should negotiation related feedback not occur for the initial cost allocation plan (CAP) narrative or ICR submission prior to the end of the contract term, PCG will be continue to be available to assist the Departments with negotiations.

Executive Office of Health and Human Services (EOHHS)

PCG appreciates the relationship forged with EOHHS and look forward to continuing our support. We understand the value and commitment on the part of EOHHS to PCG's service and tools and we take seriously the opportunity to build on our relationship and knowledge of EOHHS in the years to come.

PCG's History with EOHHS

In PCG's three-year partnership with EOHHS, we have gained a deep understanding of EOHHS's organization and mission. We take pride in the work we have accomplished and look forward to continuing this relationship. PCG understands EOHHS's role as the single-state Medicaid agency and its significant responsibility in providing oversight to its Departments, especially related to performing Medicaid allowable activities; namely, DHS, DCYF, DOH and the Department of Behavioral Healthcare, Developmental Disabilities, and Hospitals (BHDDH). Our cost allocation team has been working with EOHHS since May 2014 to review EOHHS's structure, develop a federally compliant and revenue-maximizing CAP and support EOHHS's updated cost allocation and claiming practices. Our experience with EOHHS brings several key benefits to future work.

Key Benefits of PCG

- ✓ Knowledge of EOHHS and its Departments and relationships with EOHHS staff
- ✓ Continued support by the team that has supported the project for three years
- ✓ Ongoing access to AlloCAP™ assuring no disruption in revenue claiming
- ✓ An understanding of EOHHS and Rhode Island systems that ensures data formats and system reporting abilities are known
- ✓ National experience with Medicaid agencies and the complexities of managing the Medicaid and CHIP programs

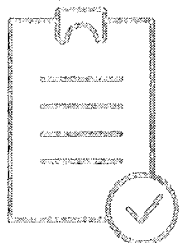
After conducting a thorough review of EOHHS's previous cost allocation processes, PCG developed a cost allocation plan that successfully maximizes federal revenue while maintaining compliance with all federal regulations. We implemented our proprietary cost allocation software, AlloCAP™ and currently provide hosting and ongoing technical system support, including answering any system-related questions. In addition, PCG provides regular cost allocation plan narrative support to EOHHS. We support EOHHS in responding to CAP questions from Cost Allocation Services (CAS) and assist EOHHS with updates to the CAP narrative during any organizational change or additions or changes to funding or grants. We stay up-to-date with EOHHS's CAP to effectively provide support.

PCG is also working with Health Source Rhode Island (HSRI) to develop a cost allocation plan methodology and supported HSRI with submission via EOHHS for an effective date of April 1, 2017. PCG will continue working with EOHHS and HSRI to seek reimbursement for

Medicaid and CHIP allowable activities that are outside of other funding and claiming methodologies available to HSRI.

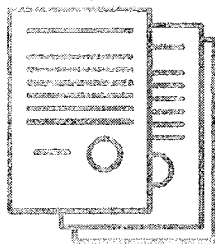
Key Accomplishments

To date, PCG has completed the following work on behalf of EOHHS:



Recommendations Reports

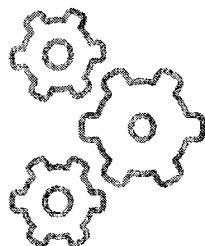
PCG conducted a thorough review of EOHHS's organization and structure to provide a cost allocation recommendations report. PCG met with staff from all organizational units of EOHHS to gain an understanding of EOHHS's structure and develop a cost coding structure that aligns with the way the Department functions. Following this report, we conducted reviews of time and effort reporting, Skilled Professional Medical Personnel (SPMP) job functions, and Interagency Service Agreements (ISAs) to ensure federal revenue is claimed appropriately in all circumstances. The technological capabilities and processes of EOHHS and the Departments were also reviewed to make compliance and quality assurance recommendations.



EOHHS Cost Allocation Plan Narrative Development

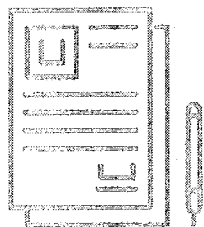
PCG developed a federally compliant cost allocation plan narrative that reflects EOHHS's organizational structure and functions and maximizes revenue. PCG reviewed agency data and interviewed staff from all units of EOHHS to create the cost allocation plan. This cost allocation was new, as a plan had not been created since Medicaid was moved from DHS to EOHHS. PCG also implemented time tracking processes with EOHHS to support the CAP.

PCG is also working to develop a CAP narrative on behalf of HSRI. PCG reviewed HSRI organization and functions and identified allowable activities that are not being reimbursed. The goal of this CAP is to ensure receipt of federal revenue for HSRI functions that support the statewide Medicaid program.



AlloCAP™ Implementation and Automating the CAP Process

PCG customized and implemented our proprietary web-based cost allocation plan with EOHHS to automate EOHHS's cost allocation processing and remove manual calculation error. We developed AlloCAP™ to work specifically with EOHHS financial data and statistics, built the database to align with EOHHS's CAP structure, and developed custom reports for EOHHS cost allocation processes. Our team trained EOHHS staff and transitioned operation of the system to EOHHS fiscal staff.



Technical Assistance in ISA Discussions

PCG assisted EOHHS with the development of ISAs with Departments and Rhode Island Departments by providing regulatory guidance, creating a format for the ISAs; and facilitating meetings with the Departments to develop and finalize ISAs.

EOHHS Scope of Work and Deliverables

A. Assess Current Organization and CAP Structure

PCG's familiarity with EOHHS's current cost allocation plan allows for a rapid organizational review. A full organizational review by PCG will not be beneficial to EOHHS given our experience with the Department. However, we are well aware that organizational changes are taking place right now. As part of the quarterly process, PCG reviews the current organizational structure of EOHHS, as well as upcoming organizational changes and will continue to do. In addition, we review existing practices to understand where changes in allocation methodologies will be advantageous and accurate, as well as conduct interviews with EOHHS program staff as needed. We will continue this effort into this new contract. Currently, a key area of review is the consolidation of certain Department financial functions under EOHHS. This consolidation will have cost allocation and revenue implications. We intend to continue to support EOHHS with this and other changes as they occur. The Medicaid landscape is constantly evolving and no doubt is EOHHS.

B. Evaluate Statistical Allocation Base

With every organizational change, PCG must evaluate the allocation methods used to allocate costs in each cost center. We also evaluate the statistical data that EOHHS uses to distribute indirect costs within the cost allocation plan. We will continue to work with EOHHS to create new statistical measures as needed and identify methods that may more advantageous.

C. Simplify CAP

PCG currently supports EOHHS to maintain the Department's CAP narrative and assists in quarterly narrative amendments. PCG will continue to work with EOHHS to maintain as simplified a CAP narrative and process as possible, which also maximizes revenue.

D. Develop CAP to Maximize Federal Revenues

PCG will use existing knowledge of EOHHS structure and the organizational and CAP review process to inform the development of CAP narrative updates that maximize federal revenue. PCG will ensure that all areas of the CAP are structured and allocated in a compliant way that maximizes federal funding. As EOHHS continues to evolve, we will work with the Department to identify improvements based on reorganizations, programmatic changes, and process improvements.

E. Explore New Grant Revenues

PCG will use our knowledge and experience of similar agencies in other states to continue to assist EOHHS in identifying any additional grant funding that may be available to the Department and support any new initiatives EOHHS may pursue. When EOHHS adds additional funding sources or additional positions based on these new grants, PCG can assist

EOHHS in keeping the CAP up-to-date for all funding sources and Department functions.

F. Evaluate Technology Changes

PCG has implemented and transitioned operation of our proprietary cost allocation software, AlloCAP™ to EOHHS to process the quarterly CAP and generate reports to support claims. We will continue to provide support to EOHHS with AlloCAP™.

The following work plan provides planned tasks, task owners, and estimated start and end dates to meet federal reporting guidelines and anticipated expectations of EOHHS. This work plan outlines the continuation of our current work with DHS. We note that currently EOHHS operates its own CAP while the RFP indicates that this function may be performed by PCG. We have provided the additional tasks in the event that EOHHS wants PCG to operate the CAP on its behalf.

Task	Approach	Responsibility	Estimated Timeframe **	
			Start Date	End Date
1	Project Kickoff		12/1/2017	12/8/2017
1.1	Schedule and Hold a Kick-off Meeting to Update Project Work Plan and Communication Plan	PCG/EOHHS	12/1/2017	12/8/2017
2	Review CAP Narrative		1/4/2018	2/2/2018
2.1	Review CAP narrative structure for organizational changes	PCG/EOHHS	1/4/2018	2/2/2018
2.2	Review cost center functions and confirm allocation methods still apply	PCG/EOHHS	1/4/2018	2/2/2018
2.3	Review ISAs/MOUs, federal programs, and organizational charts and update the CAP narrative for any changes	PCG/EOHHS	1/4/2018	2/2/2018
3	Update CAP Narrative		2/12/2018	3/30/2018
3.1	Provide draft CAP narrative amendment to EOHHS	PCG	2/12/2018	2/16/2018
3.2	EOHHS reviews draft amendment and provides feedback	EOHHS	2/19/2018	3/2/2018
3.3	PCG incorporates feedback and finalizes amendment	PCG	3/5/2018	3/23/2018
3.4	EOHHS submits final narrative amendment to CAS for approval	EOHHS	3/26/2018	3/30/2018

Task	Approach	Responsibility	Estimated Timeframe **	
	(corresponds with quarter end)			
4	Evaluate Technology Changes		1/2/2018	2/15/2018*
4.1	Review current AlloCAP™ functionality and compare CAP setup with updated CAP narrative	PCG	1/2/2018	1/31/2018
4.2	Recommend updated AlloCAP™ features/reports to EOHHS to improve efficiency/functionality of AlloCAP™	PCG	2/1/2018	2/15/2018
5	Provide Ongoing Support		12/1/2017	Ongoing*
5.1	PCG supports EOHHS in quarterly processing of CAP using AlloCAP™	PCG/EOHHS	Ongoing	Ongoing
5.2	PCG assists with ongoing CAP amendments, organizational changes, and other needs	PCG/EOHHS	Ongoing	Ongoing
5.3	PCG provides AlloCAP™ hosting and technical support	PCG	Ongoing	Ongoing

****denotes tasks that are performed on a quarterly basis to ensure that the CAP narrative and AlloCAP™ are kept up to date.***

*****assumes a timeframe which can be adjusted.***

As mentioned, EOHHS currently maintains their own CAP narrative and processes their own CAP reports on a quarterly basis using AlloCAP™. PCG provides support and hosting of AlloCAP™ and ad hoc CAP narrative and AlloCAP™ support and consulting services. In the case that EOHHS would like to shift operation of EOHHS quarterly cost allocation processes to PCG, the following work plan provides planned tasks, task owners, and estimated start and end dates to meet federal reporting guidelines and anticipated expectations of EOHHS.

Task	Approach	Responsibility	Estimated Timeframe **	
6	PCG Processes Quarterly CAP Reports		1/2/2018	3/30/2018*
6.1	Submit data request to EOHHS to	PCG	1/2/2018	1/5/2018

Task	Approach	Responsibility	Estimated Timeframe **	
	collect expenditure, payroll, time study, case count, benefit report, and other data			
6.2	PCG reviews chart of accounts and allocation methods against updated CAP narrative and makes updates to reflect changes to CAP narrative structure	PCG	1/2/2018	1/9/2018
6.3	EOHHS provides requested data to PCG	EOHHS	1/2/2018	1/10/2018
6.4	PCG uploads expenditure and payroll data into AlloCAP™ and QCs data import	PCG	1/10/2018	1/11/2018
6.5	PCG enters payroll and expenditure adjustments (as necessary)	PCG	1/12/2018	1/16/2018
6.6	PCG enters stats for all allocation methods into AlloCAP™	PCG	1/10/2018	1/17/2018
6.7	PCG QCs all stats entered into AlloCAP™	PCG	1/18/2018	1/19/2018
6.8	PCG processes the quarterly CAP	PCG	1/22/2018	1/23/2018
6.9	PCG generates and QCs CAP reports and QA sheet	PCG	1/23/2018	1/24/2018
6.10	PCG provides first draft of reports and QA sheet to EOHHS for review and QC	PCG	1/25/2018	1/25/2018
6.11	EOHHS reviews and QCs first draft of CAP reports and submits feedback to PCG	EOHHS	1/25/2018	3/29/2018
6.12	PCG incorporates feedback and re-runs CAP and reports (as necessary)	PCG	3/29/2018	3/31/2018

****denotes tasks that are performed on a quarterly basis to ensure that the CAP narrative and AlloCAP™ are kept up to date.***

*****assumes a timeframe which can be adjusted.***

Additionally, the RFP requests assistance with HSRI. PCG has been working with HSRI to develop a CAP narrative and assist with calculations. At this time, the HSRI calculations will be calculated outside of the EOHHS CAP and provided to EOHHS for inclusion on federal reports. Because HSRI is a separately appropriated agency the cost would not typically be run through the EOHHS instance of AlloCAP™. An Excel template has been developed for HSRI costs. As seen in the work steps detailed below, PCG will continue to provide

assistance to HSRI to claim certain costs.

Task	Approach	Responsibility	Estimated Timeframe **	
7	PCG Assists with Quarterly HSRI Calculations		1/2/2018	3/31/2018
7.1	Submit data request to HSRI to collect expenditure, payroll, and statistical data	PCG	1/2/2018	1/5/2018
7.2	HSRI provides requested data to PCG	HSRI	1/2/2018	1/12/2018
7.3	PCG enters information into HSRI CAP template and processes amounts	PCG	1/12/2018	1/19/2018
7.4	PCG provides first draft of information to HSRI for review and QC	PCG	1/19/2018	1/22/2018
7.5	HSRI reviews and QCs first draft of CAP reports and submits feedback to PCG	HSRI	1/22/2018	1/26/2018
7.6	PCG incorporates feedback and re-runs template and reports (as necessary) and works with HSRI to submit to EOHHS	PCG/HSRI	1/26/2018	1/31/2018
7.7	PCG and HSRI continue to discuss changes to structure and updates to the narrative and the template	PCG/HSRI	1/31/2018	3/30/2018
7.8	PCG provides ongoing support for CAP amendments and federal negotiations	PCG/HSRI	Ongoing	Ongoing

****denotes tasks that are performed on a quarterly basis to ensure that the CAP narrative and AlloCAP™ are kept up to date.***

*****assumes a timeframe which can be adjusted.***

Return on Investment

It is in the best interest of EOHHS to continue work with PCG to guarantee a seamless continuation of existing processes and to leverage PCG's nation-wide, Rhode Island, and EOHHS-specific experience to ensure the best outcome. As outlined above, PCG continues to provide significant value to EOHHS through hosting and support of AlloCAP™ and regular maintenance of the cost allocation plan. As a result of our cost allocation work, EOHHS has received the necessary tools and support for the appropriate claiming of federal reimbursement.

EOHHS has been preparing quarterly CAP reports using AlloCAP™ since Q1 FY16 and has been using these reports to support their federal claiming practices. EOHHS allocates between \$25 and \$60 million via the cost allocation plan per quarter and identifies on average approximately \$24.5 million net in allowable Medicaid administrative costs, excluding school based claiming. This includes approximately \$20 million of enhanced Medicaid funding. PCG helps EOHHS ensure that their CAP process remains in compliance with federal regulations and AlloCAP™ provides the mechanism and necessary documentation to claim indirect and administrative costs for the Department.

Department of Human Services (DHS)

We take pride in the work we have accomplished, and continue to accomplish, with DHS and look forward to continuing to make progress with DHS.

PCG's History with DHS

PCG has worked closely with DHS since May 2015 to review DHS's cost allocation procedures, prepare a recommendations report, develop a federally compliant cost allocation plan (CAP) narrative, and implement a Random Moment Time Study (RMTS) for Eligibility Technicians (ETs) and Social Caseworkers (SCWs). At this point in time, we are finalizing implementation of AlloCAP™ to process the CAP on a quarterly basis. PCG's knowledge of and experience with DHS is an unparalleled asset to the DHS cost allocation team as a result of this effort.

PCG met with staff from all organizational units of DHS to gain an understanding of DHS structure and develop a cost coding structure that aligns with how Department functions. PCG studied all areas of DHS to create a cost allocation plan that successfully maximizes federal revenue and maintains compliance with federal regulations. Our close ties with DHS keep us informed when changes occur within the Department, especially the United Health Infrastructure Project (UHIP) and implementation of the Rhode Island Bridges eligibility system.

PCG developed a cost allocation plan for DHS that is compliant with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200); its companion guide, ASMB C-10; and the DCA Best Practices Manual.

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PCG has collected three quarters-worth of statistical data for DHS's CAP and has processed and provided AlloCAP™ reports for two quarters of the CAP. Through this data collection process, PCG has reviewed and analyzed pieces of data from all the organizational units within DHS, including reports from the DISCOVERER payroll system, the RIFANS accounting system, case count reports from the RI Bridges eligibility system, invoices, and numerous other sources. PCG also operates the ET/SCW RMTS which identifies the time and effort that ETs and SCWs spend state-wide on each program and activity they support, providing an important statistic to allocate ET, SCW, and related staff and overhead costs.

Key Benefits of PCG

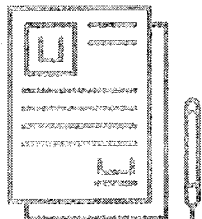
- ✓ Knowledge of DHS and relationships with other Departments and EOHHS
- ✓ Continued support by a team that has supported the project for nearly two years
- ✓ Operation of the RMTS used to support DHS's cost allocation process
- ✓ Constant CAP support and regular CAP reviews to ensure the CAP narrative is consistent with DHS's organizational structure
- ✓ Quarterly processing of DHS's CAP and provision of CAP reports to DHS



Ongoing AlloCAP™ hosting, including regular system-wide improvements

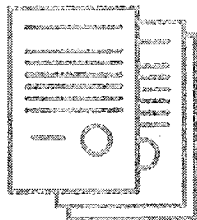
Key Accomplishments

Our work with DHS gives PCG a superior knowledge and familiarity with DHS and lays the groundwork for future success. To date, PCG has completed the following work on behalf of DHS:



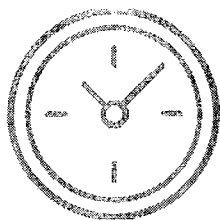
Agency Review and Recommendations Reports

PCG conducted a thorough review of DHS's organization and structure in order to provide a cost allocation recommendations report. PCG collected and reviewed data from DHS including time studies, organizational charts, financial data, CAP reports, etc. to assess organizational structure and CAP processes. We interviewed staff from all of DHS's organizational units. In the recommendations report, PCG recommended that DHS create a CAP narrative, implement a CAP process using an automated tool, make updates to specific time and effort reporting processes, and implement an RMTS for eligibility staff.



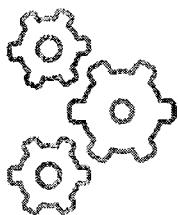
DHS Cost Allocation Plan Development

PCG developed a federally compliant, revenue maximizing cost allocation plan that reflects DHS's organization structure and supported the submission to CAS. PCG determined each staff person's function and related operational and direct service costs to create cost centers and determine allocation methods for all costs incurred by DHS.



Eligibility Technician (ET) and Social Caseworker (SCW) Random Moment Time Study Implementation

PCG implemented an RMTS for ETs and SCWs who determine eligibility for multiple programs using PCG's proprietary RMTS software, EasyRMTS™. The RMTS replaced previous time tracking procedures. The RMTS was created to allow for new enhanced claiming rates (75% FFP) for certain activities once the RI Bridges system is fully implemented and approved.



AlloCAP™ Implementation and Automated the CAP Process

PCG customized and implemented our proprietary web-based cost allocation plan for DHS in order to automate EOHHS's cost allocation processing. PCG developed AlloCAP™ to work specifically with DHS's financial data and statistics, built the database to align with DHS's CAP structure, and is developing custom reports to support the DHS cost allocation processes and internal journal vouchers.

PCG continues to operate EasyRMTS™ and AlloCAP™ on behalf of DHS. Ongoing use of both systems requires licensing agreements. Discontinuing work with PCG would require

DHS to implement new cost allocation processes and systems, including time studies and CAP processing systems, which would cause disruption in DHS revenue claiming. Continuing work with PCG will ensure ongoing access to our web-based systems and guarantee no disruption in revenue claiming.

Scope of Work and Deliverables

A. Assess Current Organization and CAP Structure

PCG has recently completed this task on behalf of DHS. Our ongoing work incorporates regular reviews of DHS's organizational structure as it is constantly changing. This activity is integral to ensure that the CAP is kept up to date, meets federal and state requirements, and continues to maximize revenue.

PCG provides regular cost allocation plan support to DHS. PCG conducts quarterly CAP narrative reviews and assists DHS with updating the CAP narrative during any organizational change. PCG constantly stays up-to-date with DHS's CAP in order to provide support as needed.

B. Evaluate Statistical Allocation Base

PCG also regularly reviews and updates allocation statistics, for both ongoing and new costs. Similar to updating the narrative and AlloCAP™ for organizational changes, these processes must also be updated for new or revised allocation statistics.

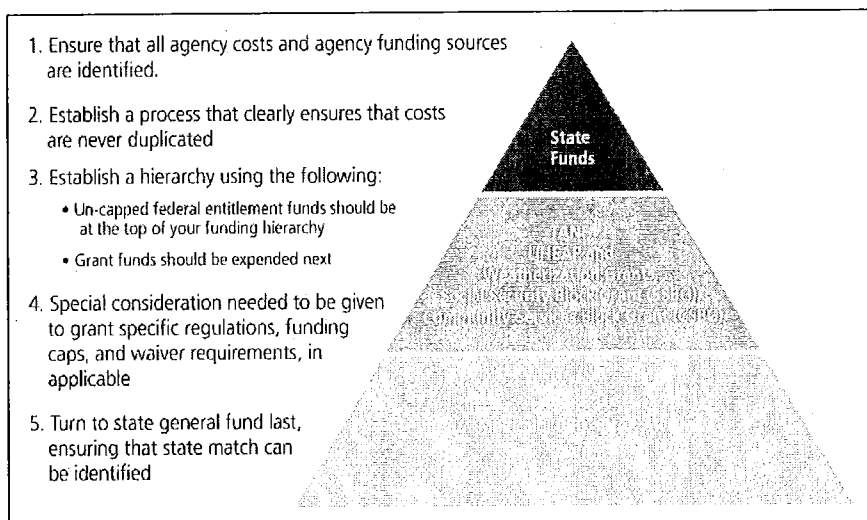
PCG will continue to evaluate the statistical data that is used by DHS to distribute indirect costs within the cost allocation plan. PCG will leverage knowledge of existing statistics used in the CAP and continue to perform an in-depth evaluation of those statistics each quarter to either confirm that every statistic currently used is still appropriate or identify a more appropriate allocation method that fairly and equitably allocates indirect cost centers.

PCG operates DHS's RMTS on their behalf using EasyRMTS™ and updates the RMTS quarterly by collecting DHS staff rosters and generating moments and provides daily support to participants via email and hotline. PCG provides guidance and training information to participants on a regular basis.

PCG will also provide a complete review of the ET/SCW RMTS. PCG will conduct focus groups with RMTS participants, review the activities and programs that participants can choose from, and evaluate the reporting process. PCG will identify any necessary changes in participants' functions and implement any necessary updates to the RMTS.

C. Simplify CAP

In all projects, PCG's CAP team leverages national knowledge and experience to provide the most current regulatory information and best practices to state and local agencies. PCG has worked extensively with DHHS and CAS requirements nation-wide and will review existing DHS CAP submission procedures and evaluate any areas that can be made more efficient on an ongoing basis.



D. Develop CAP to Maximize Federal Revenues

All ongoing tasks must take into account opportunities for revenue maximization. In PCG's previous CAP review and development for DHS, we identified areas to claim Medicaid at an enhanced rate to collect additional revenue for the Department. PCG will ensure that all areas of the CAP are structured and allocated in a compliant way that maximizes federal funding. PCG will review DHS's federal administrative claims and data sources to identify any areas where federal funding can be increased and further identify the most efficient uses of state funding sources and leverage state funding where a federal match is available.

E. Explore New Grant Revenues

PCG will use our knowledge and experience of similar agencies in other states to assist DHS to identify any additional grant funding that may be available to the Department and support any new initiatives DHS may pursue. When DHS adds additional funding sources or additional positions based on these new grants, PCG can assist DHS in keeping the CAP up-to-date for all funding sources and Department functions.

F. Evaluate Technology Changes

PCG has implemented and is currently using our proprietary cost allocation software, AlloCAP™ to process DHS's quarterly CAP and provide reports to DHS. PCG will continue to review AlloCAP™'s existing functionality and reporting capabilities and make any recommendations to DHS regarding possible added efficiency or convenience with the use of the system. PCG is continually working to improve the RMTS and quarterly CAP processing procedures and is in the process of developing a custom report for DHS that shows where costs begin and how they are allocated to assist with their

PCG processes DHS's quarterly CAP on their behalf using a custom instance of AlloCAP™. PCG is in the process of developing a new report to assist with DHS journal vouchers. We regularly make system-wide upgrades and look forward to continuing to make AlloCAP™ as personalized for DHS as possible.

journal voucher process.

The following work plan provides planned tasks, task owners, and estimated start and end dates to meet federal reporting guidelines and anticipated expectations of DHS. This work plan outlines the continuation of our current work with DHS.

Task	Approach	Responsibility	Estimated Timeframe**	
			Start Date	End Date
1	Project Kickoff		12/1/2017	12/8/2017
1.1	Schedule and Hold a Kick-off Meeting to Update Project Work Plan and Communication Plan	PCG/DHS	12/1/2017	12/8/2017
2	Review CAP Narrative		1/4/2018	2/2/2018
2.1	Review CAP narrative structure for organizational changes	PCG/DHS	1/4/2018	2/2/2018
2.2	Review cost center functions and confirm allocation methods still apply	PCG/DHS	1/4/2018	2/2/2018
2.3	Review ISAs/MOUs, federal programs, and organizational charts and update the CAP narrative for any changes	PCG/DHS	1/4/2018	2/2/2018
3	Update CAP Narrative		2/12/2018	3/30/2018
3.1	Provide draft CAP narrative amendment to DHS	PCG	2/12/2018	2/16/2018
3.2	DHS reviews draft amendment and provides feedback	DHS	2/19/2018	3/2/2018
3.3	PCG incorporates feedback and finalizes amendment	PCG	3/5/2018	3/23/2018
3.4	DHS submits final narrative amendment to CAS for approval (corresponds with quarter end)	DHS	3/26/2018	3/30/2018
4	Operate RMTS for ETs/SCWs		12/3/2017	4/10/2018*
4.1	Submit current RMTS roster to DHS for updating	PCG	12/3/2017	12/3/2017
4.2	DHS makes updates to RMTS participants and provides updated roster to PCG	DHS	12/3/2017	12/15/2017
4.3	PCG updates EasyRMTS™ for staff changes, state holidays, staff hours, and generates moments	PCG	12/18/2017	12/29/2017
4.4	Generate moment sample and QC sample prior to approval	PCG	12/18/2017	12/29/2017
4.5	Perform moment sample analysis and produce sample for quarter	PCG	12/18/2017	12/29/2017

Task	Approach	Responsibility	Estimated Timeframe**	
	(must be prior to quarter start date))			
4.6	Provide technical and activity support to RMTS participants throughout the sample period	PCG	1/2/2018	3/31/2018
4.7	Prepare monthly response rate reports by region/location and individual in order to determine staff or locations with low response rate trends	PCG	4/1/2018	4/10/2018
4.8	Review RMTS subsample and Non-DHS activities and conduct participant follow-up as necessary	PCG	1/2/2018	3/31/2018
4.9	Prepare and analyze quarterly results to be used as a statistic in the cost allocation plan (tabulates results for entire quarter)	PCG	4/1/2018	4/10/2018
4.10	Prepare amendments in conjunction with cost allocation plan amendments and update system accordingly	PCG/DHS	Ongoing	Ongoing
4.11	Conduct RMTS trainings (for new workers and refresher trainings)	PCG	Ongoing	Ongoing
5	Evaluate Technology Changes		Ongoing	Ongoing*
5.1	Review current AlloCAP™ functionality and compare CAP setup with updated CAP narrative	PCG	Ongoing	Ongoing
5.2	Recommend updated AlloCAP™ features/reports to DHS to improve efficiency/functionality of AlloCAP™	PCG	Ongoing	Ongoing
6	Process Quarterly CAP Reports		1/2/2018	3/30/2018***
6.1	Submit data request to DHS to collect expenditure, payroll, time study, case count, benefit report, and other data	PCG	1/2/2018	1/5/2018
6.2	PCG reviews chart of accounts and allocation methods against updated CAP narrative and makes updates to reflect changes to CAP narrative structure	PCG	1/2/2018	1/13/2018
6.3	DHS provides requested data to PCG	DHS	1/22/2018	1/22/2018
6.4	PCG uploads expenditure and payroll data into AlloCAP™ and QCs data import	PCG	1/22/2018	1/22/2018
6.5	PCG enters payroll and expenditure adjustments (as necessary)	PCG	1/23/2018	1/29/2018

Task	Approach	Responsibility	Estimated Timeframe**	
6.6	PCG enters stats for all allocation methods into AlloCAP™	PCG	1/23/2018	1/29/2018
6.7	PCG QCs all stats entered into AlloCAP™	PCG	1/23/2018	1/29/2018
6.8	PCG processes the quarterly CAP	PCG	1/30/2018	1/31/2018
6.9	PCG generates and QCs CAP reports and QA sheet	PCG	1/30/2018	1/31/2018
6.10	PCG provides first draft of reports and QA sheet to DHS for review and QC	PCG	1/31/2018	1/31/2018
6.11	DHS reviews and QCs first draft of CAP reports and submits feedback to PCG	DHS	2/1/2018	2/6/2018
6.12	PCG incorporates feedback and re-runs CAP and reports (as necessary)	PCG	TBD	TBD

****denotes tasks that are performed on a quarterly basis to ensure that the CAP narrative and AlloCAP™ are kept up to date. This contract starts 10/1/2017 and we recognize that the CAP for the quarter ending 9/30/17 will be prepared in October. Some tasks start prior to the quarter end date so the 12/31/17 quarter is more representative of all steps.***

*****assumes a timeframe which can be adjusted.***

******PCG and DHS are working to finalize the ongoing processing schedule for the CAP to align with federal reporting submission deadlines.***

Return on Investment

The Uniform Guidance requires an agency to develop and maintain a cost allocation plan to support claiming of administrative and indirect costs. Continuation with PCG will guarantee a seamless extension of existing processes and leverage PCG's nation-wide, Rhode Island, and DHS-specific experience to ensure the best outcomes for DHS. As outlined above, PCG continues to provide significant value to DHS through operation of the RMTS, which is the sole mechanism to recover federal reimbursement for the ETs and SCWs, quarterly processing of the CAP, and maintenance of the cost allocation plan. As a result of our cost allocation work with DHS, PCG has provided reports to DHS to support the appropriate claiming of federal reimbursement.

PCG has prepared the CAP reports for Q4 FY16 and is in the process of preparing the CAP reports for Q1 and Q2 FY17. DHS incurred costs of over \$180 million during Q4 FY16 and approximately \$15 million is indirect cost that is allocated and recovered via the cost allocation plan. The cost allocation plan also identifies all administrative (non-direct service) costs that are to be claimed to federal programs. The CAP is critical in allowing DHS to appropriately claim costs in support of federal programs and grants.

Department of Children, Youth and Families (DCYF)

CAP and RMTS process improvements, as well as the identification of opportunities to increase allowable federal funding are critical to securing federal administrative funding. PCG is aware of this, and we will use our knowledge and experience to support the DCYF's overall mission of serving vulnerable children and promoting healthy families.

PCG's History with DCYF

PCG's longest partnership in Rhode Island is with DCYF, where we have assisted with a wide range of projects, including the successful development, implementation, and ongoing administration of the cost allocation plan and two random moment time studies. Through our work with the Department, the PCG team has gained a comprehensive understanding of DCYF's organizational structure, functions, programs, financial and other statistical data, and the impact of state and federal legislation, regulation, and guidelines on the Department.

PCG has worked with DCYF for over 20 years; our team has built strong relationships with DCYF staff and developed a comprehensive understanding of

Key Benefits of PCG

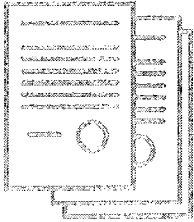
- ✓ Developed relationships with DCYF staff, other Departments, and EOHHS
- ✓ PCG team has supported DCYF CAP, RMTS, and other project areas for more than twenty years
- ✓ PCG team with extensive programmatic knowledge and expertise in the areas of Medicaid, Title IV-E, Title IV-B, TANF, grants, and other programs
- ✓ Developed, consistent, and proven process, including comprehensive quality assurance procedures, to support RMTS operation and timely CAP completion to support federal reporting
- ✓ A deep understanding of DCYF financial and statistical data
- ✓ No risk of interruption of CAP processing or RMTS administration by switching to other vendor tools or systems

Key Accomplishments

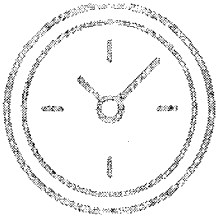
PCG has achieved the following key tasks since the start of our contract with DCYF; many of the tasks below continue to be performed on an on-going basis.

Cost Allocation

- Maintained CAP narrative to date as organizational and programmatic changes occurred within DCYF.



- Regularly reviewed and updated CAP for potential revenue opportunities.
- Implemented AlloCAP™ software to effectively and properly allocate costs to programs including Title IV-E, Medicaid, Title IV-B, TANF, training programs, and various grants.
- Administered quarterly CAP.



Random Moment Time Study (RMTS)

- Reviewed activities and functions performed by social workers, child protective services workers, and child placing staff to develop and maintain RMTS activity functions.
- Instituted and administered two RMTS instances using EasyRMTS™.
- Provided interactive, in-person and web-based RMTS training.
- Implemented response rate reporting for each time study as a best practice to monitor and maintain RMTS response rates.

Scope of Work and Deliverables

PCG will complete all high level tasks outlined in the RFP and will continue to perform ongoing CAP and RMTS administration and operation until the Department is prepared to transition tasks to DCYF staff. Detailed work steps for high level tasks and ongoing efforts are provided in a work plan following the below summary.

PCG is committed to approaching all DCYF scope of work tasks and deliverables with an innovative and forward

A. Assess Current Organization and CAP Structure

PCG understands the rapid organizational and programmatic changes that impact DCYF, specifically as relates to cost allocation. Our project team has a detailed understanding of the DCYF current CAP structure and will continue to anticipate necessary amendments with the Department to ensure compliance with the Uniform Guidance, identify areas of improvement in CAP processes, and ensure the current Department organizational structure is mirrored in the CAP. It is critical that DCYF's CAP narrative and process tie back to and mirror the organizational structure of the Department in order to be compliant with federal regulations and to ensure DCYF is accessing all potential administrative dollars. PCG will perform a review of all organizational charts, current CAP cost pools, and functional job descriptions as part of the organizational and structural review.

B. Evaluate Statistical Allocation Base

The statistical elements of the DCYF CAP are critical to ensuring the appropriate allocation of costs for cost pools across the organization. Because DCYF is a large agency administering a wealth of state and federal programs and grants, accurate statistical data is essential to properly and advantageously allocating costs. PCG will continue to review all statistical

elements, currently centralized in a statistical grouper, review statistical quality assurance steps, and provide overall recommendations on each statistical allocation base. For example, we are fully aware that the implementation of the RI Bridges system has led to disruptions in data that have impacted the CAP. The Title IV-E eligibility rates are currently lower than normal because of lapses in the availability of data to complete Title IV-E determinations and other statistics are not available. PCG is working with DCYF to run the cost allocation plan with available data and determine a process for re-running quarters when data is available to ensure full receipt of revenue.

C. Simplify CAP

Child welfare agencies offer and provide a wealth of services, perform a wide variety of functions, and administer many federal and state programs. Although the range of services and programs reflect and address the needs of the many clients DCYF serves, it often complicates expenditure data and staff activity and can make cost allocation an overwhelming and challenging task. They usually are amongst the more complicated agency cost allocation plans. Our team and other experts within our organization will provide recommendations and offer best practices which DCYF can implement to improve maintenance of the CAP narrative and operation of both the CAP and RMTS on-going processes.

D. Develop CAP to Maximize Federal Revenues

PCG weaves federal revenue maximization into our current day to day operations and will continue to identify areas to increase revenue in future CAP and RMTS work. PCG will provide a benchmark analysis of DCYF's federal administrative history against comparable states and provide specific recommendations as a deliverable.

PCG previously recommended the inclusion of child protective investigators in the DCYF RMTS as a way for the Department to appropriately access additional administrative dollars for allowable

Our team has worked with DCYF to submit amendments, typically required on a quarterly basis, to CAS to ensure the Department is appropriately capturing and allocating all costs and maximizing revenue. Many of these amendments are in response to organizational changes and to account for changes in federal regulations. As amendments to the CAP become necessary, PCG will continue to coordinate with DCYF to develop the best possible product and to respond to any questions from federal partners.

PCG will continue to partner with DCYF to process quarterly results to assist with the preparation of the CB-496 claim form for Title IV-E reimbursement, and identify expenditures for other state and federal programs such as Medicaid and TANF.

E. Explore New Grant Revenues

As part of our ongoing CAP efforts, PCG, in collaboration with DCYF, will identify new grant opportunities, funding sources, programs, and any other initiatives and update all CAP and RMTS narratives, manuals, systems, and other documents. Identifying opportunities to increase funding is inherent in our quarterly CAP work with DCYF and we will continue to build identification and review of available grant revenues. PCG has a team of nationally recognized child welfare experts that are constantly reviewing new opportunities available to state child welfare agencies.

F. Evaluate Technology Changes

PCG is currently working with DCYF to transition the CAP from the historic Microsoft Access based system to our web-based AlloCAP™ software, which is configured to support the needs of the DCYF CAP including salary and expenditure data imports, adjustments to cost data, application of a variety of statistics and allocation methods, and report generation that ties to federal reporting requirements, specifically the CB-496 claim form. Ongoing use of AlloCAP™ requires a licensing agreement.

G. Administer DCYF Case Worker and CPA RMTS Instances

PCG will operate and administer the RMTS using EasyRMTS™ for both social workers and CPA staff to support administrative claiming efforts. PCG will provide monthly reports to DCYF with response rate and activity response data. PCG will provide ongoing assistance to participants and coordinators and will also provide RMTS training for DCYF case workers and CPA staff on an as needed basis, but annually at a minimum.

H. Process Quarterly CAP and Maintain CAP Documentation

In order to process the quarterly CAP using AlloCAP™ PCG will collect and prepare all financial and statistical data elements required, process all necessary coding and other adjustments, process the CAP, and prepare and submit reports and quality assurance documents needed for claiming. PCG will also maintain and update the CAP narrative on a quarterly basis and will work with DCYF to draft amendment letters to be submitted to cognizant agencies and federal partners.

Because PCG is the current DCYF CAP and RMTS vendor, there will be no implementation period required as part of this scope of work and no risk interruption of services or increase in CAP processing time due to a transition to another system. The work plan below shows ongoing work efforts and potential transition steps.

Task	Approach	Responsibility	Estimated Timeframe **	
			Start Date	End Date
1	Project Kickoff		1/1/2018	1/6/2018
1.1	Schedule and hold a kick-off meeting to review project work plan and formalize communication plan	PCG/DCYF	1/1/2018	1/6/2018
2	Administer DCYF Case Worker and CPA RMTS Instances		1/1/2018	12/31/2018
2.1	Prepare and send participant roster requests using active participant report	PCG	Monthly	Monthly
2.2	Collect DCYF and CPA	PCG/DCYF/	Monthly	Monthly

Task	Approach	Responsibility	Estimated Timeframe **	
	rosters	CPAs		
2.3	Update EasyRMTS™ with participant and schedule changes and additions/removals	PCG	Monthly	Monthly
2.4	Update calendar with holidays, as appropriate	PCG	Monthly	Monthly
2.5	Generate moment sample and QC sample prior to approval	PCG	Monthly	Monthly
2.6	Perform moment sample analysis and produce sample for month (must be prior to month start date, note that DCYF sample is done on a monthly basis to account for staff turnover)	PCG	Monthly	Monthly
2.7	Provide technical and activity support to RMTS participants throughout the sample period	PCG	Monthly	Monthly
2.8	Prepare monthly response rate reports by region/location and individual in order to determine staff or locations with low response rate trends	PCG	Monthly	Monthly
2.9	Review RMTS subsample and Non-DCYF activities and conduct participant follow-up as necessary	PCG	Monthly	Monthly
2.10	Prepare and analyze quarterly results to be used as a statistic in the cost allocation plan (tabulates results for entire quarter)	PCG	Monthly	Monthly
2.11	Prepare amendments in conjunction with cost allocation plan amendments and update system accordingly	PCG/DCYF	Ongoing	Ongoing

Task	Approach	Responsibility	Estimated Timeframe **	
2.12	Conduct RMTS trainings (for new workers and refresher trainings)	PCG	Ongoing	Ongoing
3	Prepare Quarterly Cost Allocation Plan		1/1/2018	12/31/2018
3.1	Prepare CAP data request and submit to DCYF including request for LAB Files/LDR Data, Time Tracking Data, Grants Summaries, Training Curriculum Data, SACWIS Usage Reports, Roll Up Adjustments, Eligibility Rates, etc.	PCG	Quarterly	Quarterly
3.2	Review DCYF organizational structure and upcoming changes impacting the CAP	PCG	Quarterly	Quarterly
3.3	Conduct interviews with key stakeholders and staff in areas of the agency where changes are occurring; conduct interviews and meetings to cover responsibilities, functions, and funding sources	PCG/DCYF	Quarterly	Quarterly
3.5	Review cost pools and allocation methodologies to confirm appropriateness and consistency across the CAP	PCG	Quarterly	Quarterly
3.6	Simplify CAP by evaluating validity, benefits, and necessity of cost pools and supporting grants	PCG	Quarterly	Quarterly
3.7	Identify areas to increase allowable federal claiming opportunities and explore new grant activities	PCG/DCYF	Quarterly	Quarterly

Task	Approach	Responsibility	Estimated Timeframe **	
3.8	Update CAP narrative and submit CAP amendments as needed (typically quarterly)	PCG/DCYF	Quarterly	Quarterly
3.9	Assist with CAP negotiations as needed	PCG/DCYF	Quarterly	Quarterly
3.10	Send cost report worksheets to CPAs to be completed for CAP quarter	PCG	Quarterly	Quarterly
3.11	Review cost report worksheets and follow up with CPAs with questions as needed	PCG	Quarterly	Quarterly
3.12	Receive DCYF sign off on CPA cost reports	PCG/DCYF	Quarterly	Quarterly
3.13	Review all data submitted by DCYF and import data into AlloCAP™ including LDR and RIFANS data	PCG	Quarterly	Quarterly
3.14	Make any necessary coding updates and other quarterly adjustments	PCG	Quarterly	Quarterly
3.15	Prepare and submit Unbalanced/Balanced Comparison Report for DCYF to review and approve prior to CAP processing	PCG/DCYF	Quarterly	Quarterly
3.16	Prepare statistical grouper using DCYF data submitted and RMTS results	PCG	Quarterly	Quarterly
3.17	Evaluate statistical allocation base	PCG	Quarterly	Quarterly
3.18	Process CAP and prepare reports	PCG	Quarterly	Quarterly
3.18	Conduct QC on CAP reports and complete quarterly quality assurance documentation	PCG	Quarterly	Quarterly
3.19	Prepare CB-496 claim file for DCYF review and	PCG	Quarterly	Quarterly

Task	Approach	Responsibility	Estimated Timeframe **	
3.20	approval DCYF review and approval of all CAP reports	PCG/DCYF	Quarterly	Quarterly

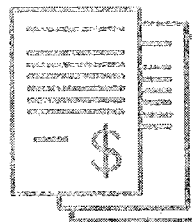
****denotes tasks that are performed on a quarterly basis to ensure that the CAP narrative and AlloCAP™ are kept up to date.***

*****assumes a timeframe which can be adjusted.***

Return on Investment

Cost allocation and RMTS processes are critical to the operation and sustainability of any child welfare agency. Administrative costs account for a significant amount of DCYF's costs, and a compliant and effective CAP is the only way to access allowable Title IV-E, Medicaid, and other reimbursable administrative funds that support DCYF in administering key programs and services.

DCYF currently recognizes nearly \$10 million dollars (net) annually in Title IV-E and Medicaid administrative funds through the proper administration of the CAP and the related RMTS processes.



Compliant and efficient CAP and RMTS administration is essential and the PCG team will continue to provide programmatic, operational, and technical necessary to continue to access administrative funds. The transfer of knowledge and operations from PCG to DCYF staff will be done in a detailed and comprehensive fashion in order to ensure proper and advantageous future administrative claiming.

Department of Health (DOH)

PCG values the partnership we share with DOH. We take seriously our role as the incumbent vendor of indirect cost rate services and look forward to supporting existing project work and exploring opportunities to improve the current process and implement further cost reporting processes and/or revenue opportunities.

PCG's History with DOH

Since 2014, PCG has supported DOH with indirect cost rate development and analysis, federal regulatory knowledge and expertise, all with a foundational understanding of Rhode Island's government organizational structure and public health agencies. We have developed an extensive knowledge of the structure and functions of DOH and its divisions as well as the financial and accounting structure that drives the indirect cost rate process. PCG and DOH have worked together over the past three years to develop and refine the current process and create a relationship that brings several key benefits to future work.

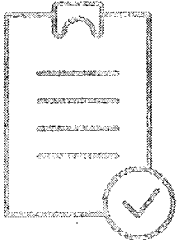
Key Benefits of PCG

- ✓ A knowledge of DOH and relationships with other Departments and EOHHS
- ✓ Continued support by a team that has supported the project for three years
- ✓ Immediate assurance that the federal deadline to provide the FY 2019 ICR can be met
- ✓ A proven process and calculation methodology that has been scrutinized and approved by CAS four times prior
- ✓ An understanding of DOH and Rhode Island systems that ensures data formats and system reporting abilities are known
- ✓ National experience with public health agencies and a thorough understanding of the relationship between public health efforts and Medicaid programs

We are poised to ensure DOH meets its reporting deadline of December 31, 2017 for their Fiscal Year 2019 indirect cost rate submission while reviewing and recommending improvements to the current process.

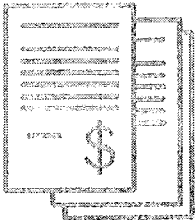
Key Accomplishments

Our work with DOH began by interviewing division leads to understand the functions of each division and assess the organizational structure relative to the direct and indirect DOH costs. This effort laid the ground work for a strong understanding of DOH's organization and an appropriate rate methodology. We have transformed the rate calculation process over the past three years into a logical, transparent process that uses the Uniform Guidance to appropriately categorize payroll and expenditure data for rate development. We have previously provided the following work deliverables in support of DOH:



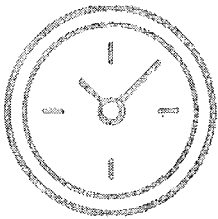
Recommendations Report

PCG provided an initial assessment and review of DOH that determined an ICR was a more appropriate methodology than a Cost Allocation Plan (CAP). Federal grants, accounting and time tracking methods, and organizational structure and job duties were reviewed in detail and recommendations were provided to meet federal standards and maximize indirect cost recovery. While we agreed to the indirect rate methodology, we also reviewed processes for claiming Medicaid administrative costs that fall outside of the indirect cost rate process.



Indirect Cost Rate Calculation

PCG developed a customized template and standard process that meets Cost Allocation Services (CAS) submission standards to support the annual development of the ICR. We developed and gained CAS approval for four ICRs FY 2015, 2016, 2017, and 2018 with the current submission for FY 2018 approved on March 29, 2017.



Ad-hoc Time Tracking and Interagency Service Agreement (ISA) Assistance

PCG provided regulatory guidance relative to Medicaid administrative claiming and time tracking methods to assure DOH is meeting federal standards and maximizing revenue. We have also assisted in facilitating discussions with EOHHS to ensure an ISA is in place and maintained to support the relationship between the two Departments. Medicaid administrative claiming opportunities exist, but cannot be claimed via the indirect cost rate, which is used to allocate common indirect costs to all benefiting programs.

We understand that there is always more to be accomplished, and we look forward to working with DOH to augment existing work while seeking new initiatives.

Scope of Work and Deliverables

A. Assess Current Organization and CAP Structure

PCG will provide a data request and schedule a kick-off meeting on project award to ensure that:

- The proposed work plan is agreed upon.
- A communication plan and stakeholders are formally established.
- The data request is understood and the data can be provided.

The initial data request to develop the FY 2019 ICR will include the following items:

FY 2017

✓ DOH Payroll		costs
✓ Expenditures	FY 2017	
✓ Organizational Charts	DOH	highlighting new grants and expired g 2017
✓ Legal and CFO costs	EOHHS	

We will assess the data as it is provided and prepare questions and schedule interviews with each division to understand where the divisions have changed during FY 2017 and what may be coming up in future fiscal years. Once we complete the interviews and analysis, an assessment of opportunities for improvement or recommendations relative to changes in federal regulations will be provided for review to DOH.

B. Evaluate Statistical Allocation Base

Once PCG has confirmed all necessary inputs have been provided and are accurate, the calculation of the FY 2019 annual ICR can begin. We will make any changes to the calculation and development of the narrative to reflect organizational changes or changes in how staff function to ensure staff cost is accurately categorized as direct or indirect. We will draft the ICR and perform a quality assurance review of all calculations prior to providing the draft calculation to DOH for review and finalization.

C. Simplify CAP

Much of this effort has already been accomplished. Our staff are well versed in the Uniform Guidance and are aware of all changes that may impact the DOH ICR. We will ensure that any changes to the Uniform Guidance that impact whether expenditures are allowable and how expenditure costs should be categorized are considered at the start of the calculation process. In addition, we have experience across different states that allows for recommendations regarding best practices and alternative solutions to be recognized and recommended to DOH. At the same time, as future opportunities arise, we will work with DOH to identify the appropriate processes and ensure that processes are as simple as possible, given that recovery of federal funds is often complicated, particularly when needing to segregate between core public health functions and what may be eligible to claim under the Medicaid program.

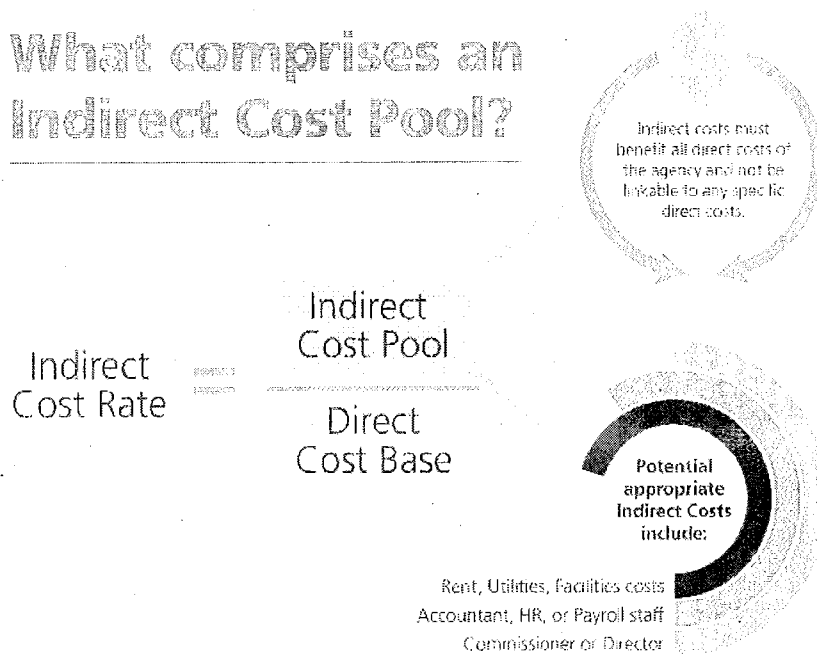
D. Develop CAP to Maximize Federal Revenues

PCG has experience across different types of agencies and in different states that allows for recognition of areas where DOH might make improvements to how cost is captured to improve the ICR and make the most efficient use of state funding. When we identify an opportunity exists for DOH to obtain an efficiency in the treatment of cost or use of funding in the ICR it will be escalated to DOH for consideration with the FY 2020 ICR data review and draft calculation process. We will also continue to support DOH as it identifies opportunities that may exist outside of the indirect cost rate process.

PCG has DOH, RI, and outside state insight, combined with Uniform Guidance and regulatory knowledge that allows PCG to add value immediately.

HOW TO CALCULATE AN AGENCY WIDE INDIRECT COST RATE

What comprises an Indirect Cost Pool?



E. Explore New Grant Revenues

PCG through the ICR calculation process gains a unique understanding into the full funding structure of DOH on a regular basis and is in a valuable position to provide insight on the structure. As DOH seeks new grant opportunities, as the public health landscape is constantly evolving, we will assist in making updates to the ICR where appropriate and identifying revenue opportunities outside of the ICR. We are also positioned to hear about new grants or opportunities that might benefit DOH through national exposure to a wide range of clients and events and from the research published by of our subject matter experts. As a result, we will identify any potential grant of funding sources that may benefit the agency.

F. Evaluate Technology Changes

We currently use Microsoft Excel templates to drive the development and calculation of the DOH ICR. We have created a standard process over the past three years and are well positioned to immediately provide a review of the benefits and drawbacks to the current tool in comparison to technology solutions that will support the development of a quarterly cost reporting process. The quarterly cost reporting process will calculate total indirect costs for the quarter by funding source and compare to total federal revenue drawn down during the period to determine the proper adjustment to the grant based on application of the approved ICR for the period. The quarterly cost reporting process will also compare actual indirect and direct costs posted during the quarter to identify any large increases or decreases that might cause a significant change in the impact the ICR calculation in a future period for budgeting and planning purposes.

The following work plan provides planned tasks, task owners, and estimated start and end dates to meet federal reporting guidelines and anticipated expectations of DOH. These dates

are for the FY 2019 rate, but a similar timetable will be followed in future years for future rates.

Task	Approach	Responsibility	Estimated Timeframe**	
			Start Date	End Date
1	Project Kickoff		12/1/2017	12/8/2017
1.1	Schedule and Hold a Kick-off Meeting to Update Project Work Plan and Communication Plan	PCG/DOH	12/1/2017	12/8/2017
2	Current Rate, Process, and Organizational Analysis		10/1/2018	12/31/2018
2.1	Submit data request to collect and review FY 2018 data including payroll, expenditures, organizational charts, journaled costs, depreciation, etc.	PCG	10/1/2018	10/5/2018
2.2	Provide Requested Data	DOH	10/1/2018	10/12/2018
2.3	Review Data Request	PCG	10/1/2018	10/12/2018
2.4	Schedule and Conduct Interviews/ Requirements Gathering Sessions With Each Division	PCG	10/8/2018	10/26/2018
2.5	Identify Recommendations for Process Improvements and Provide to DOH for Review	PCG	10/22/2018	10/31/2018
3	Calculate FY 2020 ICR Based on FY 2018 Actual Data		10/15/2018	12/14/2018
3.1	Draft Calculation and Narrative	PCG	10/15/2018	11/16/2018
3.2	Quality Check Draft Calculation for DOH Review	PCG	11/12/2018	11/16/2018
3.3	Review Draft Calculation and Narrative with DOH	PCG/DOH	11/19/2018	11/23/2018
3.4	Provide Feedback on Draft Calculation and Narrative	DOH	11/19/2018	12/7/2018
3.5	Update Calculation and Narrative and Provide Final Version for Submission	PCG	12/10/2018	12/14/2017
4	Submit and Assist with Negotiation of FY 2019 ICR		10/15/2018	6/30/2018
4.1	Submit Calculation and Narrative to CAS	DOH	12/18/2017	12/29/2017
4.2	Assist DOH with Negotiation and Approval of the FY 2019 ICR	PCG	1/1/2018	6/30/2018
4.2.1	Answer Questions about the FY 2019 ICR Submission, if necessary	PCG	1/1/2018	6/30/2018

Task	Approach	Responsibility	Estimated Timeframe**	
4.2.2	Update the FY 2019 ICR Submission, if necessary	PCG	1/1/2018	6/30/2018
5	Develop Quarterly Indirect Cost Reporting Process		1/1/2018	9/30/2018*
5.1	Schedule and Conduct Requirements Gathering Sessions for a Quarterly Indirect Cost Reporting Process	PCG	1/1/2018	1/19/2018
5.2	Develop a Process Proposal and Implementation Plan	PCG	1/22/2018	2/2/2018
5.3	Review Process Proposal and Implementation Plan with DOH	PCG/DOH	2/5/2018	2/9/2018
5.4	Provide Feedback on Process Proposal and Implementation Plan	DOH	2/5/2018	2/16/2018
5.5	Finalize Process Proposal and Implementation Plan Based on Feedback	PCG	2/19/2018	2/23/2018
5.6	Implement Process Proposal and Implementation Plan	DOH	2/26/2018	6/30/2018
5.7	Support Execution of Quarterly Indirect Cost Reporting Process	PCG	2/26/2018	9/30/2018

**denotes tasks that are performed on a quarterly basis to ensure that the indirect cost reporting process is kept up to date.*

***assumes a timeframe which can be adjusted.*

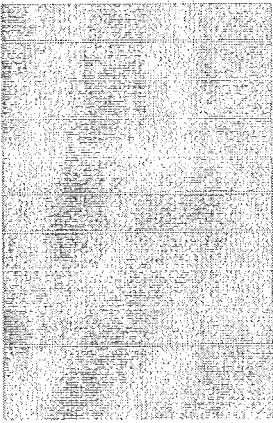
Return on Investment

PCG has prepared the last four annual ICRs for DOH after taking over the process from a prior vendor. The ICR is critical in allowing DOH to appropriately recover indirect cost in support of grants. The Uniform Guidance requires an agency to develop and maintain a cost allocation plan to support claiming of indirect costs with specific requirements for the documentation needed to support the plan. The cost allocation plan may be in the form of an indirect cost rate or a full cost allocation plan and we work to ensure that DOH remains compliant.

The current ICR is for FY 2018, effective July 1, 2017 through June 30, 2018, and approved at 15.1%, meaning that for every dollar of indirect grant cost DOH may recover up to 15.1 cents depending on the specific grant requirements. We have supported the successful negotiations of four ICR proposals with no audit findings noted to date. The detailed data analysis we perform for each ICR functions as a preventative control measure to reduce DOH risk to audit exposure for improper claiming of indirect costs.

Staff Hours and Key Management Percent of Time

Below, PCG has included a chart displaying the number of hours PCG staff will devote to the project. The hours include work for EOHHS and each of the Departments.

Staff Member	Project Role	Estimated Staff Hours	% of Time (Key Management Personnel Only)
Amy Ferraro	Project Manager	201	11%
Katie Crowley	Assistant Project Manager	368	20%
Maureen Tedford	Operations Manager	226	
Kara Hammer	Business Analyst	327	
Sarah Forman	Business Analyst	130	
Ruth Quirion	Technical Advisor	196	
Erik Miller	Operations Analyst	1002	
Beth Maxcy	Associate Manager	17	
Kay Casey	Technical Advisor	16	
Tom Entrikin	Technical Advisor	26	
Kyle Stanley	Operations Manager	90	
HSD	Health Services Development	175	

ADDENDUM II

BUDGET

I. BUDGET NARRATIVE

Public Consulting Group, Inc. (PCG) is pleased to submit our cost proposal (completed as Section II – Appendix B: Budget Form from the Request for Proposal (RFP)) to the Rhode Island Executive Office of Health and Human Services (EOHHS) for Development and Implementation of a Cost Allocation Plan for EOHHS departments.

PCG values our relationship with EOHHS and the departments. As the incumbent vendor, we have worked to address the scope of the RFP while also finding cost efficiencies to effectively reduce our costs across each department. We look forward to continuing our support in the future.

The following assumptions are made in accordance with this cost proposal:

- Our price is inclusive of the scope of work provided in the RFP and in Addendum #1, which provided responses to questions submitted by potential vendors to EOHHS regarding this RFP; this cost proposal aligns with the proposed work plans provided in our Technical Proposal.
- Our price is presented as a firm, fixed fee for the work outlined in our scope of work and not specifically excluded in these assumptions.
- The stated price will be in effect throughout the contract period (December 1, 2017 – December 31, 2018, with the exception of DCYF and DHS RMTS which will begin on January 1, 2018), but is inclusive of the work requested in the RFP.
- PCG has modeled our cost on our current work efforts and onsite time with EOHHS and its departments; therefore, there are no transition or startup costs associated with our pricing.
- PCG has considered all costs resulting from each deliverable listed in our Technical Proposal, as well as all program costs, primary and incidental.
- Ongoing use of both EasyRMTS™ and AlloCAP™ require signed licensing agreements and ongoing hosting fees.
- PCG is offering EOHHS a volume discount on AlloCAP™ hosting fees at \$450 per instance, per month. This proposal includes three (3) instances of AlloCAP™. The first year of this contract is thirteen (13) months and the below table is based on the thirteen-month contract.

Agency	Monthly Hosting Fee	Months of Hosting	Annual Total
EOHHS AlloCAP™	\$450	13	\$5,850
DCYF AlloCAP™	\$450	13	\$5,400
DHS AlloCAP™	\$450	13	\$5,850
Total			\$17,100

- PCG is offering EOHHS a volume discount on EasyRMTS™ hosting fees at \$450 per instance, per month. This proposal includes three (3) instances of EasyRMTS™. Each RMTS instance will begin on January 1, 2018.

Agency	Monthly Hosting Fee	Months of Hosting	Annual Total
DCYF CPA EasyRMTS™	\$450	12	\$5,400
DCYF State EasyRMTS™	\$450	12	\$5,400
DHS EasyRMTS™	\$450	12	\$5,400
Total			\$16,200

- EasyRMTS™ and AlloCAP™ systems are as implemented and future unique reports or functionality changes may require additional costs.
- The following assumptions apply per department:
 - **EOHHS**
 - PCG will provide cost allocation consulting services and will host one instance of AlloCAP™ for EOHHS, providing quarterly CAP processing support.
 - PCG will provide consulting services related to calculation of HSRI claims (assuming HSRI provides all data), narrative assistance, and negotiation assistance for the quarters ending 9/30/17; 12/31/17; 3/31/18, and 6/30/18.
 - Total cost for EOHHS proposal:

EOHHS	Estimated Annual Hours	Total Annual Cost
Staff Fees	293	\$63,466
AlloCAP™ Hosting	N/A	\$5,850
Total		\$69,316

- The scope of services requested under this RFP includes the quarterly calculation/operation of the EOHHS CAP. PCG understands that EOHHS is currently performing this function with minimal PCG assistance. We have not included the cost of this task in our Budget Form, however we have priced

below to show EOHHS what quarterly operation would cost if PCG were to perform this service.

APPROACH		Owner	Estimated Timeframe (Assumes 10/1/2017 Start Date) Sample Quarter Dates		Estimated Quarterly Hours	Estimated Quarterly Cost
Task ID	Project Tasks		Start Date	End Date	Task Hours	Task Cost
1	PCG Process Quarterly CAP Reports		1/2/2018	3/30/2018	138	\$ 20,822
1.1	Submit data request to EOHHS to collect expenditure, payroll, time study, case count, benefit report, and other data	PCG	1/2/2018	1/5/2018		
1.2	PCG reviews chart of accounts and allocation methods against updated CAP narrative and makes updates to reflect changes to CAP narrative structure	PCG	1/2/2018	1/13/2018		
1.3	EOHHS provides requested data to PCG	EOHHS	1/2/2018	2/15/2018		
1.4	PCG uploads expenditure and payroll data into AlloCAP™ and QCs data import	PCG	2/16/2018	2/21/2018		
1.5	PCG enters payroll and expenditure adjustments (as necessary)	PCG	2/22/2018	2/23/2018		
1.6	PCG enters stats for all allocation methods into AlloCAP™	PCG	2/26/2018	3/2/2018		
1.7	PCG QCs all stats entered into AlloCAP™	PCG	3/5/2018	3/7/2018		
1.8	PCG processes the quarterly CAP	PCG	3/8/2018	3/9/2018		
1.9	PCG generates and QCs CAP reports and QA sheet	PCG	3/12/2018	3/14/2018		
1.1	PCG provides first draft of reports and QA sheet to EOHHS for review and QC	PCG	3/15/2018	3/15/2018		
1.11	EOHHS reviews and QCs first draft of CAP reports and submits feedback to PCG	EOHHS	3/15/2018	3/23/2018		
1.12	PCG incorporates feedback and re-runs CAP and reports (as necessary)	PCG	3/26/2018	3/30/2018		

○ **DCYF**

- PCG's DCYF proposal includes four (4) quarters of operation of CPA and state worker RMTS programs using EasyRMTS™.
- PCG will provide cost allocation plan consulting services.
- PCG has shown efficiencies in the number of hours for DCYF due to implementing web-based AlloCAP™.
- The scope of services requested under this RFP states that the vendor will include a timeline for transfer of operations of the CAP system from the vendor

to DCYF. PCG has priced the proposal with PCG completing four (4) quarters of the CAP on DCYF's behalf.

- Total cost for DCYF proposal:

DCYF	Estimated Annual Hours	Total Annual Cost
Staff Fees	1,266	\$219,198
CPA EasyRMTS™	N/A	\$5,400
State EasyRMTS™	N/A	\$5,400
AlloCAP™ Hosting	N/A	\$5,400
Total		\$235,501

○ **DHS**

- PCG will provide four (4) quarters of operation of EasyRMTS™ for DHS.
- PCG will provide cost allocation plan consulting services and operate four (4) quarters of CAP claim calculations for DHS (for the quarters ending, 12/31/17, 3/31/18, 6/30/18, and 9/30/18).
- Total cost for DHS proposal:

DHS	Estimated Annual Hours	Total Annual Cost
Staff Fees	993	\$150,766
DHS EasyRMTS™	N/A	\$5,400
AlloCAP™ Hosting	N/A	\$5,850
Total		\$162,016

○ **DOH**

- PCG will calculate the annual indirect cost rate for DOH and provide indirect cost rate consulting services.
- PCG's proposal includes the effort to calculate the FY20 indirect cost rate and annual rates going forward.
- No software is included in DOH efforts
- Total cost for DOH proposal:

DOH	Estimated Annual Hours	Total Annual Cost
Staff Fees	222	\$43,872
Total		\$43,872

- Total costs per department, excluding calculation for EOHHS, as outlined above are as follows:

Department	Estimated Annual Hours	Total Annual Cost
EOHHS (includes HSRI)	293	\$69,316
DCYF	1,266	\$235,501
DHS	993	\$162,016
DOH	222	\$43,872
Total		\$510,705

- The cost of implementing any additional initiatives not related to the scope in this proposal is not included in this cost proposal.
- PCG will work with EOHHS and the Departments to develop a mutually agreeable invoicing schedule upon successful contract award.

The PCG fee structure proposed in this cost proposal uses PCG consulting rates for fiscal year 2017 as the base rate inclusive of fringe and overhead costs with an additional percentage relative to the estimated travel and supply costs applied to each rate. The rates supplied in Section II – Appendix B: Budget Form represent PCG’s “fully loaded hourly rates”. Section 5 of the RFP required that the rates be included as fully loaded hourly rates.

PCG can provide additional information upon request.

ADDENDUM III
PAYMENTS AND REPORTS
SCHEDULE

ADDENDUM IV
FISCAL ASSURANCES

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

ADDENDUM V

RHODE ISLAND EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

NOTICE TO EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES' SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Public and private agencies, organizations, institutions, and persons that receive Federal financial assistance through the Executive Office of Health and Human Services (EOHHS) are subject to the provisions of Title VI of the Civil Rights Act of 1964 and the implementing regulations of the United States Department of Health And Human Services (DHHS), which is located at 45 CFR, Part 80, collectively referred to hereinafter as Title VI. EOHHS contracts with Contractors include a Contractor's assurance that in compliance with Title VI and the implementing regulations, no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in its programs and activities on the grounds of race, color, or national origin. Additional DHHS guidance is located at 68 FR 47311-02.

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

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

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

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

- Provision that all Contractors, Sub-Contractors and Vendors of the service provider execute assurances that said Contractors, Sub-Contractors and Vendors are in compliance with Title VI.

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

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

It is the responsibility of each Contractor to acquaint itself with all of the provisions of the Title VI regulations. A copy of the regulations is available upon request from the community relations liaison officer, **Executive Office of Health and Human Services**, 74 West Road, Cranston, RI 02920; telephone number: (401) 462-5274.

THE REGULATIONS ADDRESS THE FOLLOWING TOPICS:

SECTION:

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

ADDENDUM VI

RHODE ISLAND EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

NOTICE TO RHODE ISLAND EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES' CONTRACTORS OF THEIR RESPONSIBILITIES UNDER SECTION USC 504 OF THE REHABILITATION ACT OF 1973

Public and private agencies, organizations, institutions, and persons that receive Federal financial assistance through the **Executive Office Of Health and Human Services (EOHHS)** are subject to the provisions of Section 504 of the Rehabilitation Act of 1973 and the Implementing Regulations of the United States Department of Health And Human Services (DHHS), which are located at 45 CFR, part 84 hereinafter collectively referred to as Section 504. EOHHS contracts with service providers include the provider's assurance that it will comply with Section 504 of the regulations, which prohibits discrimination against handicapped persons in providing health, welfare, or other social services or benefits.

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

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

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

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

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

It is the responsibility of each Contractor to acquaint itself with all of the provisions of the Section 504 regulations. A copy of the regulations, together with an August 14, 1978 Policy Interpretation of

General Interest to Providers of Health, Welfare, or Other Social Services or Benefits, is available upon request from the Community Relations Liaison Officer, **Executive Office of Health and Human Services**, 74 West Road, Cranston, RI 02920; telephone number (401) 462-5274.

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

SUBPART A - GENERAL PROVISIONS

SECTION:

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

SUBPART B - EMPLOYMENT PRACTICES

SECTION:

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

SUBPART C - ACCESSIBILITY

SECTION:

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

SUBPART F - HEALTH, WELFARE, AND SOCIAL SERVICES

SECTION:

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

ADDENDUM VII

DRUG-FREE WORKPLACE POLICY

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

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

ADDENDUM VIII
DRUG-FREE WORKPLACE POLICY
CONTRACTOR CERTIFICATE OF COMPLIANCE

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

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

SIGNATURE:

William S. Mosakowski

TITLE:

CEO

DATE:

DECEMBER 4, 2017

ADDENDUM IX

SUBCONTRACTOR COMPLIANCE

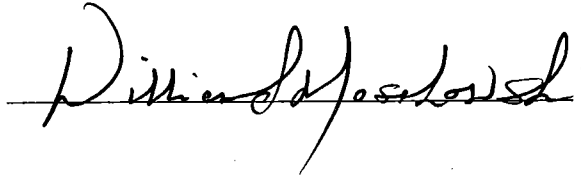
I, William S. Mosakowski (Name), CEO (Title), Public Consulting Group, Inc. (Contractor Name), a contractor doing business with the state of Rhode Island, hereby certify that all approved subcontractors performing services pursuant to this agreement will have executed written contracts with Public Consulting Group, Inc. All such contracts shall contain language identical to the following provisions of this agreement as follows:

PAR. 12. CONTRACTOR'S LIABILITY/INDEMNIFICATION

PAR. 13. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

PAR. 18. FEDERAL FUNDING PROVISIONS

SIGNATURE:



TITLE:

CEO

DATE:

DECEMBER 4, 2017

ADDENDUM X

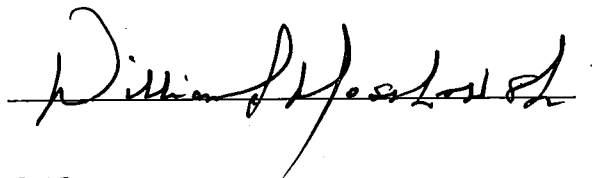
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

SIGNATURE:



TITLE:

CEO

DATE:

DECEMBER 4, 2017

ADDENDUM XI

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

PRIMARY COVERED TRANSACTIONS

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

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

or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-procurement list (of excluded parties).

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

ADDENDUM XII

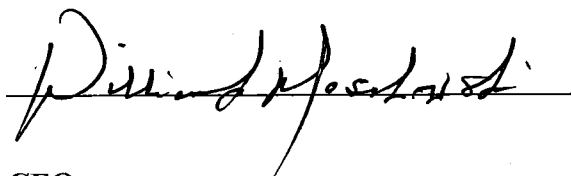
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

The contractor, as the primary participant, certifies to the best of the contractor's knowledge and belief, that the contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

SIGNATURE:



TITLE:

CEO

DATE:

DECEMBER 4, 2017

ADDENDUM XIII

LIQUIDATED DAMAGES

The prospective primary participant contractor agrees that time is of the essence in the performance of certain designated portions of this contract. The Executive Office and the contractor agree that in the event of a failure to meet the milestones and project deliverable dates or any standard of performance within the time set forth in the Executive Office's bid proposal and the contractor's proposal response (?), damage shall be sustained by the Executive Office and that it may be impractical and extremely difficult to ascertain and determine the actual damages which the Executive Office will sustain by reason of such failure. It is therefore agreed that Executive Office, at its sole option, may require the contractor to pay liquidated damages for such failures with the following provisions:

1. Where the failure is the sole and exclusive fault of the Executive Office, no liquidated damages shall be imposed. To the extent that each party is responsible for the failure, liquidated damages shall be reduced by the apportioned share of such responsibility.
2. For the purposes of this contract, liquidated damages are limited to the amount per individual Department as all deliverables are Department specific (i.e., EOHHS, DHS, DCYF, and DOH). Specific liquidated damages are as follows:
 - (a) Failure to produce an RMTS sample 24 hours prior to the start of a fiscal quarter (without prior approval from the specific Department and timely receipt of all state data) will result in a liquidated damage for that monthly invoice of 2% for each Department where PCG operates a time study on behalf of the Department (i.e., DCYF and DOH).
 - (b) Failure to provide CAP results (where PCG operates the CAP on behalf of the department) by the agreed upon date each quarter (the date may change each quarter) between PCG and the state Department may result in liquidated damages where the delay is solely the result of PCG performance. The date each quarter will account for time to review the results and perform quality control. If all data has not been received by PCG necessary to run the CAP, PCG is not subject to liquidated damages. (In the case of DOH, the same will apply but for the annual indirect cost rate). Liquidated damages shall be 2% of the monthly invoice for each week (7 calendar days) that the CAP results are overdue, provided that liquidated damages shall not exceed 10% of any monthly invoice.
 - (c) Dates included in Addendum XVI are illustrative. Actual dates will be determined for each period with Department staff.
 - (d) Any other specific liquidated damages will be subject to good faith negotiations and, if agreed upon, added to this document as a contract amendment for specific tasks.

Written notification of failure to meet a performance requirement shall be given by the Executive Office's project officer to the contractor's project officer. The contractor shall have a reasonable period designated by the Executive Office from the date of receipt of written notification. If the

failure is not materially resolved within this period, liquidated damages may be imposed retroactively to the date of expected delivery.

To the extent liquidated damages have been assessed, such damages shall be the sole monetary remedy available to the Executive Office for such failure. This does not preclude the state from taking other legal action.

ADDENDUM XIV

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this agreement, the contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment relating to this agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated equally during employment, without regard to their race, color, religion, sex, age, national origin, or physical or mental disability.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor shall, in all solicitations or advertising for employees placed by or on behalf of the contractor relating to this agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability.
3. The Contractor shall inform the contracting Executive Office's equal employment opportunity coordinator of any discrimination complaints brought to an external regulatory body (RI Ethics Commission, RI Department of Administration, US DHHS Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
4. The Contractor shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
5. Contractors and subcontractors with agreements in excess of \$50,000 shall also pursue in good faith affirmative action programs.
6. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ADDENDUM XV

BYRD ANTI-LOBBYING AMENDMENT

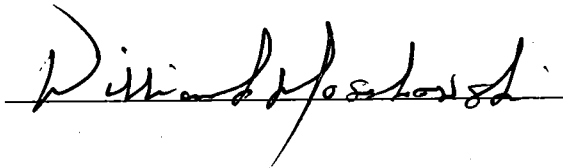
No Federal or State appropriated funds shall be expended by the contractor for influencing or attempting to influence an officer or employee of any agency, a member of congress or State Legislature, an officer or employee of congress or state legislature, or an employee of a member of congress or state legislature in connection with any of the following covered actions: the awarding of any agreement; the making of any grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any agreement, grant, or cooperative agreement. Signing this agreement fulfills the requirement that contractors receiving over \$100,000 in Federal or State funds file with the Executive Office on this provision.

If any Non-Federal or State Funds have been or will be paid to any person in connection with any of the covered actions in this provision, the Contractor shall complete and submit a "Disclosure of Lobbying Activities" form.

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

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

SIGNATURE:



TITLE:

CEO

DATE:

DECEMBER 4, 2017

ADDENDUM XVI

BID PROPOSAL

ADDENDUM XVII
CORE STAFF POSITIONS

Executive Office's Project Officer: Janice Cataldo

Executive Office's Financial Officer: Brenda Whalen Munro

Contractor's Project Officer: Amy Ferraro

Contractor's Financial Officer: Amy Ferraro

ADDENDUM XVIII-

BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT ADDENDUM

Except as otherwise provided in this Business Associate Agreement Addendum, Public Consulting Group, Inc. (hereinafter referred to as "Business Associate"), may use, access or disclose Protected Health Information to perform functions, activities or services for or on behalf of the State of Rhode Island, (EOHHS/BHDDH/DHS/DOH/DCYF/DEA/DVA(PICK AS APPROPRIATE)) (hereinafter referred to as the "Covered Entity"), as specified herein and the attached Agreement between the Business Associate and the Covered Entity (hereinafter referred to as "the Agreement"), which this addendum supplements and is made part of, provided such use, access, or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 USC 1320d et seq., and its implementing regulations including, but not limited to, 45 CFR, parts 160, 162 and 164, hereinafter referred to as the Privacy and Security Rules and patient confidentiality regulations, and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (HITECH Act) and any regulations adopted or to be adopted pursuant to the HITECH Act that relate to the obligations of business associates, Rhode Island Mental Health Law, R.I. General Laws Chapter 40.1-5-26, and Confidentiality of Health Care Communications and Information Act, R.I. General Laws Chapter 5-37.3-1 et seq. Business Associate recognizes and agrees it is obligated by law to meet the applicable provisions of the HITECH Act.

1. Definitions:

A. Generally:

- (1) Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 160.103, 164.103, and 164.304, 134.402, 164.410, 164.501 and 164.502.
- (2) The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA, the Privacy and Security Rules and the HITECH Act: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific:

A. "Addendum" means this Business Associate Agreement Addendum.

B. "Business Associate" generally has the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Business Associate].

C. "Client/Patient" means Covered Entity funded person who is a recipient and/or the client or patient of the Business Associate.

D. "Covered Entity" generally has the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Covered Entity].

E. "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed or consulted by authorized health care clinicians and staff.

F. "Electronic Protected Health Information" or "Electronic PHI" means PHI that is transmitted by or maintained in electronic media as defined in the HIPA Security Regulations.

G. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

H. "HIPAA Privacy Rule" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the privacy of Protected Health Information including, the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

I. "HITECH Act" means the privacy, security and security Breach notification provisions applicable to Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act, which is Title XII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, and any regulations promulgated thereunder and as amended from time to time.

J. "Information System" means an interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people.

K. "Secured PHI" means PHI that was rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technologies or methodologies specified under or pursuant to Section 13402 (h)(2) of the HITECH Act under ARRA.

L. "Security Incident" means the attempted or successful unauthorized use, disclosure, modification or destruction of information or interference with systems operations in an information system. M. "Security Rule" means the Standards for the security of Electronic Protected Health Information found at 45 CFR Parts 160 and 162, and Part 164, Subparts A and C. The application of Security provisions Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations shall apply to Business Associate of Covered Entity in the same manner that such sections apply to the Covered Entity.

N. "Service Arrangement" means the underlying contractual agreement by and between the State of Rhode Island, (EOHHS/BHDDH/DHS/DOH/DCYF/DEA/DVA(PICK AS APPROPRIATE)) and Business Associate, awarded pursuant to State of Rhode Island's Purchasing Law (Chapter 37-2 of the Rhode Island General Laws) and Rhode Island Department of Administration, Division of Purchases, Purchasing Rules, Regulations, and General Conditions of Purchasing.

O. "Suspected breach" is a suspected acquisition, access, use or disclosure of protected health information ("PHI") in violation of HIPPA privacy rules, as referenced above, that compromises the security or privacy of PHI.

P. "Unsecured PHI" means PHI that is not secured, as defined in this section, through the use of a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services.

2. Obligations and Activities of Business Associate.

- A. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as required by Law, provided such use or disclosure would also be permissible by law by Covered Entity.
- B. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. Business Associate agrees to implement Administrative Safeguards, Physical Safeguards and Technical Safeguards ("Safeguards") that reasonably and appropriately protect the confidentiality, integrity and availability of PHI as required by the Security Rule.
- C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate from a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

Business Associate agrees to report to Covered Entity the discovery of any use or disclosure of PHI not provided for by this Agreement, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware, within forty-eight (48) hours of the breach and/or Security Incident.

- D. Business Associate agrees to perform any required breach notifications to individuals, federal agencies, and potentially the media, on behalf of the Covered Entity, if requested by Covered Entity.
- E. Business Associate agrees to ensure that any agent, including a subcontractor or vendor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information through a contractual arrangement that complies with 45 C.F.R. § 164.314.
- F. Business Associate agrees to provide paper or electronic access, at the request of Covered Entity and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. If the Individual requests an electronic copy of the information, Business Associate must provide Covered Entity with the information requested in the electronic

form and format requested by the Individual and/or Covered Entity if it is readily producible in such form and format; or, if not, in a readable electronic form and format as requested by Covered Entity.

- G. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity. If Business Associate receives a request for amendment to PHI directly from an Individual, Business Associate shall notify Covered Entity upon receipt of such request.
- H. Business Associate agrees to maintain reasonable written security procedures and practices, and shall make its internal written procedures, practices, books, and records relating to the use and disclosure of PHI received from, created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for the purposes of the Secretary determining compliance with the Privacy Rule and Security Rule.
- I. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.
- J. Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures for PHI in accordance with 45 §C.F.R. 164.528.

If Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information (as defined in 45 C.F.R. § 164.402) for Covered Entity, it shall, following the discovery of a breach of such information, notify Covered Entity by telephone call plus e-mail, web form, or fax upon the discovery of any breach of within forty-eight (48) hours after discovery of the breach and/or Security Incident. Such notice shall include: a) the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired or disclosed during such breach; b) a brief description of what happened, including the date of the breach and discovery of the breach; c) a description of the type of Unsecured PHI that was involved in the breach; d) a description of the investigation into the breach, mitigation of harm to the individuals and protection against further breaches; e) the results of any and all investigation performed by Business Associate related to the breach; and f) contact information of the most knowledgeable individual for Covered Entity to contact relating to the breach and its investigation into the breach. Upon learning new or additional information regarding the breach or Security Incident, Business Associate shall provide corrected supplemental information to Covered Entity.

- K. To the extent the Business Associate is carrying out an obligation of the Covered Entity's under the Privacy Rule, the Business Associate must comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligation.
- L. Business Associate agrees that it will not receive remuneration directly or indirectly in exchange for PHI without authorization unless an exception under 45 C.F.R. §164.502(a)(5)(ii)(B)(2) applies.
- M. Business Associate agrees that it will not receive remuneration for certain communications that fall within the exceptions to the definition of Marketing under 45 C.F.R. §164.501, unless permitted by 45 C.F.R. §164.508(a)(3)(A)-(B).
- N. If applicable, Business Associate agrees that it will not use or disclose genetic information for underwriting purposes, as that term is defined in 45 C.F.R. § 164.502.
- O. Business Associate hereby agrees to comply with state laws and rules and regulations applicable to PHI and personal information of individuals' information it receives from Covered Entity during the term of the Agreement.
 - i. Business Associate agrees to: (a) implement and maintain appropriate physical, technical and administrative security measures for the protection of personal information as required by any state law and rules and regulations; including, but not limited to: (i) encrypting all transmitted records and files containing personal information that will travel across public networks, and encryption of all data containing personal information to be transmitted wirelessly; (ii) prohibiting the transfer of personal information to any portable device unless such transfer has been approved in advance; and (iii) encrypting any personal information to be transferred to a portable device; and (b) implementing and maintaining a Written Information Security Program as required by any state law as applicable.
 - ii. The safeguards set forth in this Agreement shall apply equally to PHI, confidential and "personal information." Personal information means an individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "personal information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

3. Permitted Uses and Disclosures by Business Associate.

- a. Except as otherwise limited to this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Service Arrangement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity required by 45 C.F.R. §164.514(d).
- b. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504 (e)(2)(i)(B).
- e. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).

4. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, provided that, to the

extent permitted by the Service Arrangement, Business Associate may use or disclose PHI for Business Associate's Data Aggregation activities or proper management and administrative activities.

6. Term and Termination.

- a. The term of this Agreement shall begin as of the effective date of the Service Arrangement and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Section.
- b. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Service Arrangement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - ii. Immediately terminate this Agreement and the Service arrangement if Business Associate has breached a material term of this Agreement and cure is not possible.
- c. Except as provided in paragraph (d) of this Section, upon any termination or expiration of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall ensure that its subcontractors or vendors return or destroy any of Covered Entity's PHI received from Business Associate.
- d. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Such written notice must be provided to the Covered Entity no later than sixty (60) days prior to the expiration of this Agreement. Upon Covered Entity's written agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. This provision regarding written notification

shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.

7. Miscellaneous.

- a. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- b. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the Privacy and Security Rules and HITECH.
- c. The respective rights and obligations of Business Associate under Section 6 (c) and (d) of this Agreement shall survive the termination of this Agreement.
- d. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA and HITECH.
- e. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- f. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person other than Covered Entity, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.
- g. Modification of the terms of this Agreement shall not be effective or binding upon the parties unless and until such modification is committed to writing and executed by the parties hereto.
- h. This Agreement shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.
- i. Should any provision of this Agreement be found unenforceable, it shall be deemed severable and the balance of the Agreement shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.
- j. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the State of Rhode Island, including all matters of construction, validity and performance.

- k. All notices and communications required or permitted to be given hereunder shall be sent by certified or regular mail, addressed to the other part as its respective address as shown on the signature page, or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.
- l. This Agreement, including such portions as are incorporated by reference herein, constitutes the entire agreement by, between and among the parties, and such parties acknowledge by their signature hereto that they do not rely upon any representations or undertakings by any person or party, past or future, not expressly set forth in writing herein.
- m. Business Associate shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Business Associate and its employees, agents, representatives or subcontractors against any and all claims or claims for damages arising under this Business Associate Agreement and such insurance coverage shall apply to all services provided by Business Associate or its agents or subcontractors pursuant to this Business Associate Agreement. Business Associate shall indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs and other expenses (including but not limited to, reasonable attorneys' fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to prevent or remedy possible identity theft, financial harm, reputational harm, or any other claims of harm related to a breach) incurred as a result of, or arising directly or indirectly out of or in connection with any acts or omissions of Business Associate, its employees, agents, representatives or subcontractors, under this Business Associate Agreement, including, but not limited to, negligent or intentional acts or omissions. This provision shall survive termination of this Agreement.

8. Acknowledgment.

The undersigned affirms that he/she is a duly authorized representative of the Business Associate for which he/she is signing and has the authority to execute this Addendum on behalf of the Business Associate.

SIGNATURES ON NEXT PAGE

Acknowledged and agreed to by:

INSERT AGENCY NAME:

Eric J. Beane

DIRECTOR
(EOHHS/BHDDH/DHS/DOH/DCYF/
DEA/DVA(PICK AS APPROPRIATE))

Eric J. Beane

Printed Name

12 / 5 / 17

Date

William S. Mosakowski

AUTHORIZED AGENT

TITLE: CEO

WILLIAM S. MOSAKOWSKI

Printed Name

DECEMBER 4, 2017

Date

PUBLIC CONSULTING GROUP, INC.
AlloCAP™ LICENSE AGREEMENT

This LICENSE AGREEMENT, including all exhibits hereto (collectively “the Agreement”), is entered into as of December 1, 2017 (the “Effective Date”), by and between Public Consulting Group, Inc., a Massachusetts corporation headquartered in Boston, MA (“PCG”) and the Rhode Island Executive Office of Health and Human Services, a Rhode Island agency, with its offices located at 74 West Road, Cranston, Rhode Island 02920 (“Agency”).

WHEREAS, PCG desires to provide to Agency an Internet-based cost allocation tool hosted by PCG (“AlloCAP™”) to help Agency import, adjust, and allocate Agency costs across benefitting programs, and to grant a license to access PCG’s related proprietary systems and documentation; and

WHEREAS, Agency desires to provide AlloCAP™ to its selected employees and/or authorized users for their use in conducting a Cost Allocation Plan, subject to the PCG license; and

WHEREAS, PCG provides access to AlloCAP™ pursuant to this license agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS. In addition to the terms defined elsewhere in this Agreement, terms appearing in initial capital letters shall have the following meanings:

1.1. “Confidential Information” means information designated or treated as confidential by either party, or which under the circumstances surrounding disclosure should in good faith be treated as confidential, including, without limitation: (a) computer programs, electronic codes, algorithms, know-how, formulas, processes, ideas, data, inventions (whether or not patentable or registerable under patent, copyright, or similar statutes), schematics, teaching and development techniques, trade secrets, improvements, research projects, and code; (b) information about costs, profits, markets, sales, customers, or clients; (c) technical, business, and financial plans; (d) employee personnel files and compensation information; (e) discoveries, developments, designs, improvements, regardless of the form of communication in each case, including extracts or summaries; and (f) any record (whether in print, electronic, or any other medium) maintained by Agency, an Agency employee or agent, or a party acting on Agency’s behalf, which is directly related to an identified client. “Confidential Information” also specifically includes AlloCAP™, any third-party information disclosed to either party under obligations of confidentiality, and the identity of or any medical, financial, or personal information pertaining to anyone within PCG or Agency. Notwithstanding the foregoing, however, “Confidential Information” does not include information that: (i) was rightfully in possession of or known to the receiving party without any obligation of confidentiality prior to receiving it from the disclosing party; (ii) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (iii) is rightfully obtained by the receiving party from a source other than the disclosing party without any obligation of confidentiality; or (iv) is disclosed by the receiving party under a valid order of a court or government agency, provided that the receiving party provides prior written notice to the disclosing party of such obligation and the opportunity to oppose such disclosure.

1.2. **"Documentation"** means all technical information, training materials, instructions, manuals, and diagrams (in printed, electronic, or other media) pertaining to the AlloCAP™ Service.

1.3. **"AlloCAP™ Service"** means: (i) the Internet-based services identified in this Agreement; (ii) all products related to such services; (iii) all New Releases, Updates, and Upgrades applicable to the foregoing and generally released by PCG; and (iv) the Documentation developed by PCG for distribution and use in combination with the foregoing.

1.4. **"Intellectual Property Rights"** means patent rights, copyrights (including but not limited to copyrights in audiovisual works and applicable Moral Rights), trade secret rights, trademark rights, and any other intellectual property rights recognized by the law of each applicable jurisdiction in which licenses for the AlloCAP™ Service are marketed and licensed by PCG.

1.5. **"Moral Rights"** means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right existing under the law of any country in the world or under any treaty.

1.6. **"New Releases"** means any new revision of AlloCAP™ Service that includes significant enhancements which add new features to the AlloCAP™ Service and which generally will be designated by a new version number either to the left of the decimal point (e.g., from v2.03 to v3.00) or one decimal place to the right of the decimal point (e.g., from v2.03 to v2.10).

1.7. **"Permitted Use"** means use of the AlloCAP™ Service by employees, contractors, and others affiliated with or authorized by Agency only for Agency's internal use.

1.8. **"Agency User"** means any employee and/or authorized user of the "Agency" who will be granted access to the AlloCAP™ Service.

1.9. **"Trademarks"** means all trade marks, trade names, service marks, and logos now owned or hereinafter acquired by either party, and all other trademarks, trades names, service marks, and logos identifying or used in connection with their product or service offerings, whether or not registered under the laws of a particular jurisdiction or territory.

1.10. **"Updates"** means any new revisions and/or modifications required to be made to the AlloCAP™ Service and/or Documentation in order to correct operational errors.

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2. TERM

2.1. **Initial Term.** The initial term of this Agreement (the **"Initial Term"**) shall commence on December 1, 2017 and shall end on December 31, 2018.

2.3. **Appropriation.** Each Term is subject to appropriation.

3. GRANT OF RIGHTS.

3.1. Grant of License for AlloCAP™ Service. Subject to the terms and provisions of this Agreement and Agency's performance of all its obligations under this Agreement and the Contract, PCG hereby grants to Agency, and Agency hereby accepts, a non-exclusive, non-transferable right and license, during the Term only, to access via the Internet and use the AlloCAP™ Service to the extent reasonably necessary.

3.2. Grant of License for Documentation. PCG hereby grants to Agency, and Agency hereby accepts, a non-exclusive, royalty-free license under PCG's copyrights in PCG's Documentation, during the Term only:

3.2.1. to incorporate PCG's Documentation, in whole or in part, into other written materials prepared by or for Agency with respect to the AlloCAP™ Service; and

3.2.2. to reproduce and distribute modified and original versions of PCG's Documentation, in hard copy or in an on-line format, as part of Agency's Documentation for the AlloCAP™ Service, and, if such Agency's Documentation is in an on-line format, allow Agency Users to make print copies of the same.

3.3. Restrictions on License Grant.

3.3.1. Agency shall not use or grant to any person or entity other than authorized Agency Users the right to use the AlloCAP™ Service. Agency and Agency Users shall not distribute, market, or sublicense the AlloCAP™ Service.

3.3.2. Agency shall ensure that appropriate proprietary notices indicating PCG's Intellectual Property Rights in the AlloCAP™ Service and related Documentation are placed on all copies of written materials distributed by Agency relating thereto. Examples of such documentation include training materials and manuals.

3.3.3. Agency shall not distribute or knowingly permit distribution of AlloCAP™ documentation or intellectual property to any individual or organization that is not part of the Agency or an authorized Agency User.

3.3.4. Agency shall not transfer or permit access to the AlloCAP™ Service to any third party or permit any Agency User to transfer or allow access the AlloCAP™ Service to any unauthorized person.

3.3.5. Agency shall not decompile, disassemble, or otherwise attempt to reverse engineer the AlloCAP™ Service or any portion thereof and shall not permit any Agency User to decompile, disassemble, or otherwise attempt to reverse engineer the AlloCAP™ Service or any portion thereof.

3.4. Reservation of Rights.

3.4.1. Subject to the license rights granted to Agency by this Section 3, all right, title, and interest in and to the AlloCAP™ Service, including the Intellectual Property Rights and technology inherent in AlloCAP™ Service, are and at all times will remain, the sole and exclusive property of PCG. No right to use, print, copy, distribute, integrate, or display the AlloCAP™ Service, in whole or in part, is granted in this Agreement, except as is explicitly provided in this Agreement. Nothing contained in this Agreement will directly or indirectly be construed to assign or grant to Agency any right, title, or interest in or to PCG's Intellectual Property Rights or other rights in and to the AlloCAP™ Service or PCG's Trademarks.

3.4.2. Except as expressly authorized by this Agreement, Agency shall not use, display, copy, distribute, modify, or sublicense the AlloCAP™ Service. In addition, Agency shall not modify, transfer, rent, lease, reverse engineer, decompile, or disassemble the AlloCAP™ Service. PCG reserves all rights not expressly granted to Agency by this Agreement. Agency will not alter, remove, modify, or suppress any confidentiality legends or proprietary notices placed on, or contained within the AlloCAP™ Service and expressly agrees not to circumvent, or knowingly permit third parties to circumvent, any security or other protections within the AlloCAP™ Service.

4. ACCESS TO AlloCAP™ SERVICE. PCG will provide access to the AlloCAP™ Service to Agency via a private account accessed through the Internet, from which Agency will be capable of using the AlloCAP™ Service as permitted by this Agreement. PCG will not provide the Internet connectivity to Agency, and obtaining and maintaining such connectivity will be the sole responsibility of Agency. PCG will, as soon as practicable, provide Agency with advance notice of each New Release, Upgrade, or Update, and provide notice whether such New Release, Upgrade, or Update will be provided via the Internet.

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7. WARRANTIES.

7.1. Limited Warranty. PCG represents and warrants that it has the right to license the AlloCAP™ System as specified by this Agreement, and that the use of the AlloCAP™ System contemplated in this Agreement does not infringe upon, violate, or constitute a misappropriation of any copyright, trademark, trade secret, or any other proprietary right of any third party. Further, PCG represents and warrants that, during the ninety (90) day period following the initial installation of the AlloCAP™ System hereunder, and during the ninety (90) day period following the installation of each Update, Upgrade, and New Release hereunder, the AlloCAP™ System will operate in accordance with the applicable Documentation, provided that the AlloCAP™ System is operated in compliance with such Documentation.

7.2. DISCLAIMER. PCG SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE

AlloCAP™ PRODUCTS OR ANY OTHER GOODS OR SYSTEMS PROVIDED BY PCG, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. PROPRIETARY RIGHTS; PROTECTION OF CONFIDENTIAL INFORMATION.

8.1. Ownership. Agency acknowledges that PCG owns the AlloCAP™ System, that the AlloCAP™ System is not generally published, and that the AlloCAP™ System embodies the Confidential Information of PCG. All right, title, and interest in and to the AlloCAP™ System, including, without limitation, all copyrights, trade secret rights, and other intellectual property rights pertaining in and to the AlloCAP™ System shall remain vested in PCG and its third-party licensors. PCG acknowledges that Agency owns all of the data inputted by Agency Users and any and all reports produced as a result of using the AlloCAP™ System. Agency acknowledges that PCG shall have the right to aggregate any data input by Agency or Agency Users for PCG's own purposes, but shall not use or disclose personal or individual identifying information where the use or disclosure would constitute a breach of a known privacy policy adopted by either PCG or Agency.

8.2. Confidentiality Obligations. Each party agrees that: (i) neither party will disclose to any third party any of the other party's Confidential Information except to the receiving party's employees and contractors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein; (ii) each party will use the same degree of care it uses to maintain the confidentiality of its own information of similar importance in its possession or control, but in no event less than a reasonable degree of care; and (iii) neither party will use or authorize the use of Confidential Information for any purpose other than to fulfill such party's obligations hereunder. Each party agrees that neither party will disclose to any third party any of the terms of this Agreement, which will be treated as Confidential Information, except to the receiving party's employees, contractors, and advisors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein, and neither party will use the terms of this Agreement for any purpose other than to fulfill such party's obligations under this Agreement, except as either party is otherwise required by law. The parties may modify these obligations through express written agreements.

8.3. Injunctive Relief. Each party acknowledges that the other party's Confidential Information contains trade secrets of such other party, the disclosure of which would cause substantial harm to such other party that could not be remedied by the payment of damages alone. Accordingly, such other party will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any breach of this Section 9.

8.4. Agency Duties. Agency will take reasonable steps to protect the AlloCAP™ System from unauthorized access, copying, dissemination, and disclosure, and from other unauthorized use, and will report promptly to PCG any such use of which Agency becomes aware. Agency shall be responsible for the quality, integrity, and accuracy of all data entered and used in connection with the AlloCAP™ System, including all deletions of such data by Agency Users.

8.5. PCG Duties. PCG will take reasonable steps to protect the data that Agency enters as part of its use of the AlloCAP™ System. PCG will use technical, administrative, and physical safeguards to protect against unintentional loss and against unauthorized access, destruction, misuse, modification, and disclosure. Although no computer system or information can ever be fully protected against every possible hazard, PCG is committed to providing

reasonable and appropriate security controls to protect information against foreseeable hazards. PCG recognizes that Agency data is the property of Agency. Upon contract termination, or at Agency's request, PCG will provide all data to Agency, including all database tables and a description of the table structure. PCG may keep a backup copy of the data unless otherwise agreed by the parties, subject to applicable law.

8.6. Third Party Infringement. PCG reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misappropriation of its Intellectual Property Rights in the AlloCAP™ System.

9. PRODUCT MARKING.

9.1. Ownership of PCG Trademarks. Agency acknowledges that PCG is and shall remain the owner of all right, title, and interest in and to each of PCG's Trademarks in any form or embodiment thereof, and is also the owner of all goodwill associated with PCG's Trademarks. All goodwill generated by Agency use of the AlloCAP™ System with respect to PCG's Trademarks shall inure exclusively to the benefit of PCG.

9.2. Infringements. Agency shall promptly notify PCG of any third-party infringements of any of the PCG Trademarks used in connection with the AlloCAP™ System, or any act of unfair competition by third parties relating to the PCG Trademarks, within a reasonable time of Agency's knowledge of such infringements or acts.

10. INDEMNIFICATION.

10.1. PCG Indemnification Obligations. PCG shall defend, indemnify, and hold harmless Agency from and against any suit, proceeding, assertion, damage, cost, liability, and expense (including court costs and reasonable attorneys' fees) incurred as a result of claims by a third party against Agency or its affiliates, employees, or agents arising from or connected with a claim, related to this Agreement, that any AlloCAP™ System infringes any valid patent, copyright, trade secret, or other intellectual property right under the laws of the United States, provided that Agency promptly notifies PCG, in writing, of the suit, claim, or proceeding, or threat of suit, claim, or proceeding, and provides PCG with reasonable assistance for the defense of the suit, claim, or proceeding.

11. TERMINATION.

11.1. Termination. Notwithstanding the provisions of Section 2, either party may terminate this Agreement on or after the thirtieth (30th) day after such party gives the other party written notice of a material breach by such other party of any obligation hereunder, unless such breach is cured within thirty (30) days following the breaching party's receipt of such written notice.

11.2. Effect of Termination. Upon termination or expiration of this Agreement: (i) all licenses granted to Agency by PCG will terminate; and (ii) all Agency User access to the AlloCAP™ System will terminate. PCG will destroy or return to Agency, at the option of Agency, all copies of Agency data entered into the AlloCAP™ System.

11.3. No Damages for Termination. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR DAMAGES OF ANY KIND, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, ON ACCOUNT OF THE TERMINATION OR EXPIRATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. EACH PARTY WAIVES ANY

RIGHT IT MAY HAVE TO RECEIVE ANY COMPENSATION OR REPARATIONS ON TERMINATION OR EXPIRATION OF THIS AGREEMENT, OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT. Neither party will be liable to the other on account of termination or expiration of this Agreement for reimbursement or damages for the loss of goodwill, prospective profits, or anticipated income, or on account of any expenditures, investments, leases, or commitments made by either party or for any other reason whatsoever based upon or growing out of such termination or expiration.

12. ADDITIONAL SYSTEMS. The parties to this Agreement may expand the scope of this Agreement to include other products or Systems offered by PCG, and to specify rates of payment for such products or Systems, by means of amendments to this Agreement signed by an authorized representative of each party and referencing this Agreement.

13. COOPERATIVE PURCHASING. The terms and conditions of this Agreement may be extended to any other agency or other entity to permit those other entities to contract with PCG for the goods or Systems set forth in this Agreement, subject to the mutual agreement of PCG and the other entity, which may include different payment terms. Agency assumes no authority, liability, or obligation to PCG or to any other entity with respect to any such resulting contract.

14. WAIVER AND NONEXCLUSIVE REMEDY. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights. Except as otherwise specified in this Agreement, the exercise by either party of any remedy under this Agreement is without prejudice to its other remedies under this Agreement or otherwise.

15. COMPLIANCE WITH LAWS. Each party agrees to comply with all applicable laws, rules, and regulations in connection with its activities under this Agreement.

16. ADDITIONAL TERMS

16.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns, provided, however, that neither party may assign this Agreement, in whole or in part, without the other party's written consent. Any attempt to assign this Agreement without such consent will be null and void. A change of control of a party will not be deemed an assignment.

16.2. Governing Law. This Agreement is governed by the laws of Rhode Island, without regard to its conflict of law provisions, and the parties hereby consent to jurisdiction and venue therein.

16.3. Severability. If any provision of this Agreement is found invalid or unenforceable by a court or other tribunal of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect.

16.4. Force Majeure. Neither party will be responsible for any failure to perform due to causes beyond its reasonable control (each a "**Force Majeure**"), including, but not limited to, acts of God, war, terrorism, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises, provided that such party gives prompt written

notice thereof to the other party. The time for performance will be extended for a period equal to the duration of the Force Majeure, but in no event longer than thirty (30) days.

16.5. Notices. All notices under this Agreement will be deemed given when delivered personally, or when sent by certified or registered U.S. mail, return receipt requested, or by nationally recognized express courier, to the address shown below the signature blocks of this Agreement or as may otherwise be specified by either party to the other in accordance with this section.

16.6. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

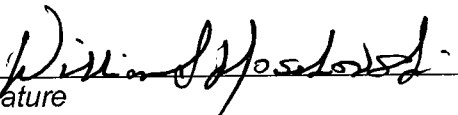
16.7. Entire Agreement. This Agreement and the Contract are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. Provisions of this Agreement may be modified or waived only by a written document executed by authorized representatives of both parties.

16.8. Survival. The provisions of this Agreement which by their nature would continue beyond the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

16.9. Headings. The various headings and subheadings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

16.10. Authority. Each party represents and warrants that it has sufficient rights and authority to enter into this Agreement and that this Agreement violates no previous agreement between each party and any third parties.

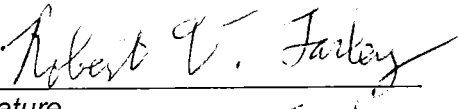
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

By: 
Signature

WILLIAM S. MOSAKOWSKI
Printed Name

CEO
Title

DECEMBER 4, 2017
Date

By: 
Signature

Robert V. Farley
Printed Name

EOIHS CFO
Title

12-5-17
Date

Public Consulting
Group, Inc.
148 State Street, 10th
Floor
Boston, MA 02109

PUBLIC CONSULTING GROUP, INC.
AlloCAP™ LICENSE AGREEMENT

This LICENSE AGREEMENT, including all exhibits hereto (collectively “the **Agreement**”), is entered into as of December 1, 2017 (the “**Effective Date**”), by and between Public Consulting Group, Inc., a Massachusetts corporation headquartered in Boston, MA (“**PCG**”) and the Rhode Island Department of Human Services, a Rhode Island agency, with its offices located at 57 Howard Avenue, Cranston, RI 02920 (“**Agency**”).

WHEREAS, PCG desires to provide to Agency an Internet-based cost allocation tool hosted by PCG (“**AlloCAP™**”) to help Agency import, adjust, and allocate Agency costs across benefitting programs, and to grant a license to access PCG’s related proprietary systems and documentation; and

WHEREAS, Agency desires to provide AlloCAP™ to its selected employees and/or authorized users for their use in conducting a Cost Allocation Plan, subject to the PCG license; and

WHEREAS, PCG provides access to AlloCAP™ pursuant to this license agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS.** In addition to the terms defined elsewhere in this Agreement, terms appearing in initial capital letters shall have the following meanings:

1.1. “**Confidential Information**” means information designated or treated as confidential by either party, or which under the circumstances surrounding disclosure should in good faith be treated as confidential, including, without limitation: (a) computer programs, electronic codes, algorithms, know-how, formulas, processes, ideas, data, inventions (whether or not patentable or registerable under patent, copyright, or similar statutes), schematics, teaching and development techniques, trade secrets, improvements, research projects, and code; (b) information about costs, profits, markets, sales, customers, or clients; (c) technical, business, and financial plans; (d) employee personnel files and compensation information; (e) discoveries, developments, designs, improvements, regardless of the form of communication in each case, including extracts or summaries; and (f) any record (whether in print, electronic, or any other medium) maintained by Agency, an Agency employee or agent, or a party acting on Agency’s behalf, which is directly related to an identified client. “**Confidential Information**” also specifically includes AlloCAP™, any third-party information disclosed to either party under obligations of confidentiality, and the identity of or any medical, financial, or personal information pertaining to anyone within PCG or Agency. Notwithstanding the foregoing, however, “**Confidential Information**” does not include information that: (i) was rightfully in possession of or known to the receiving party without any obligation of confidentiality prior to receiving it from the disclosing party; (ii) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (iii) is rightfully obtained by the receiving party from a source other than the disclosing party without any obligation of confidentiality; or (iv) is disclosed by the receiving party under a valid order of a court or government agency, provided that the receiving party provides prior written notice to the disclosing party of such obligation and the opportunity to oppose such disclosure.

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3.2.2. to reproduce and distribute modified and original versions of PCG's Documentation, in hard copy or in an on-line format, as part of Agency's Documentation for the AlloCAP™ Service, and, if such Agency's Documentation is in an on-line format, allow Agency Users to make print copies of the same.

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7.1. Limited Warranty. PCG represents and warrants that it has the right to license the AlloCAP™ System as specified by this Agreement, and that the use of the AlloCAP™ System contemplated in this Agreement does not infringe upon, violate, or constitute a misappropriation of any copyright, trademark, trade secret, or any other proprietary right of any third party. Further, PCG represents and warrants that, during the ninety (90) day period following the initial installation of the AlloCAP™ System hereunder, and during the ninety (90) day period following the installation of each Update, Upgrade, and New Release hereunder, the AlloCAP™ System will operate in accordance with the applicable Documentation, provided that the AlloCAP™ System is operated in compliance with such Documentation.

7.2. DISCLAIMER. PCG SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES,

WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE AlloCAP™ PRODUCTS OR ANY OTHER GOODS OR SYSTEMS PROVIDED BY PCG, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. PROPRIETARY RIGHTS; PROTECTION OF CONFIDENTIAL INFORMATION.

8.1. Ownership. Agency acknowledges that PCG owns the AlloCAP™ System, that the AlloCAP™ System is not generally published, and that the AlloCAP™ System embodies the Confidential Information of PCG. All right, title, and interest in and to the AlloCAP™ System, including, without limitation, all copyrights, trade secret rights, and other intellectual property rights pertaining in and to the AlloCAP™ System shall remain vested in PCG and its third-party licensors. PCG acknowledges that Agency owns all of the data inputted by Agency Users and any and all reports produced as a result of using the AlloCAP™ System. Agency acknowledges that PCG shall have the right to aggregate any data input by Agency or Agency Users for PCG's own purposes, but shall not use or disclose personal or individual identifying information where the use or disclosure would constitute a breach of a known privacy policy adopted by either PCG or Agency.

8.2. Confidentiality Obligations. Each party agrees that: (i) neither party will disclose to any third party any of the other party's Confidential Information except to the receiving party's employees and contractors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein; (ii) each party will use the same degree of care it uses to maintain the confidentiality of its own information of similar importance in its possession or control, but in no event less than a reasonable degree of care; and (iii) neither party will use or authorize the use of Confidential Information for any purpose other than to fulfill such party's obligations hereunder. Each party agrees that neither party will disclose to any third party any of the terms of this Agreement, which will be treated as Confidential Information, except to the receiving party's employees, contractors, and advisors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein, and neither party will use the terms of this Agreement for any purpose other than to fulfill such party's obligations under this Agreement, except as either party is otherwise required by law. The parties may modify these obligations through express written agreements.

8.3. Injunctive Relief. Each party acknowledges that the other party's Confidential Information contains trade secrets of such other party, the disclosure of which would cause substantial harm to such other party that could not be remedied by the payment of damages alone. Accordingly, such other party will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any breach of this Section 9.

8.4. Agency Duties. Agency will take reasonable steps to protect the AlloCAP™ System from unauthorized access, copying, dissemination, and disclosure, and from other unauthorized use, and will report promptly to PCG any such use of which Agency becomes aware. Agency shall be responsible for the quality, integrity, and accuracy of all data entered and used in connection with the AlloCAP™ System, including all deletions of such data by Agency Users.

8.5. PCG Duties. PCG will take reasonable steps to protect the data that Agency enters as part of its use of the AlloCAP™ System. PCG will use technical, administrative, and physical safeguards to protect against unintentional loss and against unauthorized access, destruction, misuse, modification, and disclosure. Although no computer system or information

can ever be fully protected against every possible hazard, PCG is committed to providing reasonable and appropriate security controls to protect information against foreseeable hazards. PCG recognizes that Agency data is the property of Agency. Upon contract termination, or at Agency's request, PCG will provide all data to Agency, including all database tables and a description of the table structure. PCG may keep a backup copy of the data unless otherwise agreed by the parties, subject to applicable law.

8.6. Third Party Infringement. PCG reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misappropriation of its Intellectual Property Rights in the AlloCAP™ System.

9. PRODUCT MARKING.

9.1. Ownership of PCG Trademarks. Agency acknowledges that PCG is and shall remain the owner of all right, title, and interest in and to each of PCG's Trademarks in any form or embodiment thereof, and is also the owner of all goodwill associated with PCG's Trademarks. All goodwill generated by Agency use of the AlloCAP™ System with respect to PCG's Trademarks shall inure exclusively to the benefit of PCG.

9.2. Infringements. Agency shall promptly notify PCG of any third-party infringements of any of the PCG Trademarks used in connection with the AlloCAP™ System, or any act of unfair competition by third parties relating to the PCG Trademarks, within a reasonable time of Agency's knowledge of such infringements or acts.

10. INDEMNIFICATION.

10.1. PCG Indemnification Obligations. PCG shall defend, indemnify, and hold harmless Agency from and against any suit, proceeding, assertion, damage, cost, liability, and expense (including court costs and reasonable attorneys' fees) incurred as a result of claims by a third party against Agency or its affiliates, employees, or agents arising from or connected with a claim, related to this Agreement, that any AlloCAP™ System infringes any valid patent, copyright, trade secret, or other intellectual property right under the laws of the United States, provided that Agency promptly notifies PCG, in writing, of the suit, claim, or proceeding, or threat of suit, claim, or proceeding, and provides PCG with reasonable assistance for the defense of the suit, claim, or proceeding.

11. TERMINATION.

11.1. Termination. Notwithstanding the provisions of Section 2, either party may terminate this Agreement on or after the thirtieth (30th) day after such party gives the other party written notice of a material breach by such other party of any obligation hereunder, unless such breach is cured within thirty (30) days following the breaching party's receipt of such written notice.

11.2. Effect of Termination. Upon termination or expiration of this Agreement: (i) all licenses granted to Agency by PCG will terminate; and (ii) all Agency User access to the AlloCAP™ System will terminate. PCG will destroy or return to Agency, at the option of Agency, all copies of Agency data entered into the AlloCAP™ System.

11.3. No Damages for Termination. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR DAMAGES OF ANY KIND, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, ON ACCOUNT OF THE TERMINATION OR EXPIRATION

OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO RECEIVE ANY COMPENSATION OR REPARATIONS ON TERMINATION OR EXPIRATION OF THIS AGREEMENT, OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT. Neither party will be liable to the other on account of termination or expiration of this Agreement for reimbursement or damages for the loss of goodwill, prospective profits, or anticipated income, or on account of any expenditures, investments, leases, or commitments made by either party or for any other reason whatsoever based upon or growing out of such termination or expiration.

12. ADDITIONAL SYSTEMS. The parties to this Agreement may expand the scope of this Agreement to include other products or Systems offered by PCG, and to specify rates of payment for such products or Systems, by means of amendments to this Agreement signed by an authorized representative of each party and referencing this Agreement.

13. COOPERATIVE PURCHASING. The terms and conditions of this Agreement may be extended to any other agency or other entity to permit those other entities to contract with PCG for the goods or Systems set forth in this Agreement, subject to the mutual agreement of PCG and the other entity, which may include different payment terms. Agency assumes no authority, liability, or obligation to PCG or to any other entity with respect to any such resulting contract.

14. WAIVER AND NONEXCLUSIVE REMEDY. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights. Except as otherwise specified in this Agreement, the exercise by either party of any remedy under this Agreement is without prejudice to its other remedies under this Agreement or otherwise.

15. COMPLIANCE WITH LAWS. Each party agrees to comply with all applicable laws, rules, and regulations in connection with its activities under this Agreement.

16. ADDITIONAL TERMS

16.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns, provided, however, that neither party may assign this Agreement, in whole or in part, without the other party's written consent. Any attempt to assign this Agreement without such consent will be null and void. A change of control of a party will not be deemed an assignment.

16.2. Governing Law. This Agreement is governed by the laws of _____, without regard to its conflict of law provisions, and the parties hereby consent to jurisdiction and venue therein.

16.3. Severability. If any provision of this Agreement is found invalid or unenforceable by a court or other tribunal of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect.

16.4. Force Majeure. Neither party will be responsible for any failure to perform due to causes beyond its reasonable control (each a "**Force Majeure**"), including, but not limited to, acts of God, war, terrorism, riot, embargoes, acts of civil or military authorities, fire, floods,

earthquakes, accidents, strikes, or fuel crises, provided that such party gives prompt written notice thereof to the other party. The time for performance will be extended for a period equal to the duration of the Force Majeure, but in no event longer than thirty (30) days.

16.5. Notices. All notices under this Agreement will be deemed given when delivered personally, or when sent by certified or registered U.S. mail, return receipt requested, or by nationally recognized express courier, to the address shown below the signature blocks of this Agreement or as may otherwise be specified by either party to the other in accordance with this section.

16.6. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

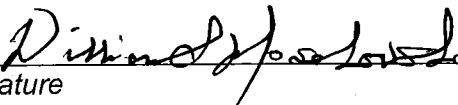
16.7. Entire Agreement. This Agreement and the Contract are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. Provisions of this Agreement may be modified or waived only by a written document executed by authorized representatives of both parties.

16.8. Survival. The provisions of this Agreement which by their nature would continue beyond the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

16.9. Headings. The various headings and subheadings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

16.10. Authority. Each party represents and warrants that it has sufficient rights and authority to enter into this Agreement and that this Agreement violates no previous agreement between each party and any third parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

By: 
Signature

WILLIAM S. MOSAKOWSKI


Printed Name

CEO

Title

DECEMBER 4, 2017

Date

By: 
Signature

JANICE CATNER

Printed Name

CEO

Title

12-5-17

Date

Public Consulting
Group, Inc.
148 State Street, 10th
Floor
Boston, MA 02109

PUBLIC CONSULTING GROUP, INC.
EasyRMTS™ LICENSE AGREEMENT

This LICENSE AGREEMENT, including all exhibits hereto (collectively “the **Agreement**”), is entered into as of December 1, 2017 (the “**Effective Date**”), by and between Public Consulting Group, Inc., a Massachusetts corporation headquartered in Boston, MA (“**PCG**”) and the Rhode Island Department of Human Services, a Rhode Island agency, with its offices located at 57 Howard Avenue, Cranston, Rhode Island 02920 (“**Agency**”).

WHEREAS, PCG desires to provide to Agency an Internet-based time study tool hosted by PCG (“**EasyRMTS™**”) to help Agency determine, administer, and tally random moment surveys, and to grant a license to access PCG’s related proprietary systems and documentation; and

WHEREAS, Agency desires to provide EasyRMTS™ to its selected employees, contractors, and/or authorized users for their use in conducting a Random Moment Time Study, subject to the PCG license; and

WHEREAS, PCG provides access to EasyRMTS™ pursuant to this license agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS. In addition to the terms defined elsewhere in this Agreement, terms appearing in initial capital letters shall have the following meanings:

1.1. “Confidential Information” means information designated or treated as confidential by either party, or which under the circumstances surrounding disclosure should in good faith be treated as confidential, including, without limitation: (a) computer programs, electronic codes, algorithms, know-how, formulas, processes, ideas, data, inventions (whether or not patentable or registerable under patent, copyright, or similar statutes), schematics, teaching and development techniques, trade secrets, improvements, research projects, and code; (b) information about costs, profits, markets, sales, customers, or clients; (c) technical, business, and financial plans; (d) employee personnel files and compensation information; (e) discoveries, developments, designs, improvements, regardless of the form of communication in each case, including extracts or summaries; and (f) any record (whether in print, electronic, or any other medium) maintained by Agency, an Agency employee or agent, or a party acting on Agency’s behalf, which is directly related to an identified client. “Confidential Information” also specifically includes EasyRMTS™, any third-party information disclosed to either party under obligations of confidentiality, and the identity of or any medical, financial, or personal information pertaining to anyone within PCG or Agency. Notwithstanding the foregoing, however, “Confidential Information” does not include information that: (i) was rightfully in possession of or known to the receiving party without any obligation of confidentiality prior to receiving it from the disclosing party; (ii) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (iii) is rightfully obtained by the receiving party from a source other than the disclosing party without any obligation of confidentiality; or (iv) is disclosed by the receiving party under a valid order of a court or government agency, provided that the receiving party provides prior written notice to the disclosing party of such obligation and the opportunity to oppose such disclosure.

1.2. **"Documentation"** means all technical information, training materials, instructions, manuals, and diagrams (in printed, electronic, or other media) pertaining to the EasyRMTS™ Service.

1.3. **"EasyRMTS™ Service"** means: (i) the Internet-based services identified in this Agreement; (ii) all products related to such services; (iii) all New Releases, Updates, and Upgrades applicable to the foregoing and generally released by PCG; and (iv) the Documentation developed by PCG for distribution and use in combination with the foregoing.

1.4. **"Intellectual Property Rights"** means patent rights, copyrights (including but not limited to copyrights in audiovisual works and applicable Moral Rights), trade secret rights, trademark rights, and any other intellectual property rights recognized by the law of each applicable jurisdiction in which licenses for the EasyRMTS™ Service are marketed and licensed by PCG.

1.5. **"Moral Rights"** means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right existing under the law of any country in the world or under any treaty.

1.6. **"New Releases"** means any new revision of EasyRMTS™ Service that includes significant enhancements which add new features to the EasyRMTS™ Service and which generally will be designated by a new version number either to the left of the decimal point (e.g., from v2.03 to v3.00) or one decimal place to the right of the decimal point (e.g., from v2.03 to v2.10).

1.7. **"Permitted Use"** means use of the EasyRMTS™ Service by employees, contractors, and others affiliated with or authorized by Agency only for Agency's internal use.

1.8. **"Agency User"** means any employee, contractor, and/or authorized user of the "Agency" who will be granted access to the EasyRMTS™ Service.

1.9. **"Trademarks"** means all trade marks, trade names, service marks, and logos now owned or hereinafter acquired by either party, and all other trademarks, trades names, service marks, and logos identifying or used in connection with their product or service offerings, whether or not registered under the laws of a particular jurisdiction or territory.

1.10. **"Updates"** means any new revisions and/or modifications required to be made to the EasyRMTS™ Service and/or Documentation in order to correct operational errors.

1.11. **"Upgrades"** means any new revision of the EasyRMTS™ Service that includes corrections and minor modifications to existing features and which generally will be designated by a new version number which has changed from the prior number only two places to the right of the decimal point (e.g., from v2.02 to v2.03).

2. TERM

2.1. **Initial Term.** The initial term of this Agreement (the "Initial Term") shall commence on December 1, 2017 and shall end on December 31, 2018.

2.3. **Appropriation.** Each Term is subject to appropriation.

3. GRANT OF RIGHTS.

3.1. Grant of License for EasyRMTS™ Service. Subject to the terms and provisions of this Agreement and Agency's performance of all its obligations under this Agreement and the Contract, PCG hereby grants to Agency, and Agency hereby accepts, a non-exclusive, non-transferable right and license, during the Term only, to access via the Internet and use the EasyRMTS™ Service to the extent reasonably necessary.

3.2. Grant of License for Documentation. PCG hereby grants to Agency, and Agency hereby accepts, a non-exclusive, royalty-free license under PCG's copyrights in PCG's Documentation, during the Term only:

3.2.1. to incorporate PCG's Documentation, in whole or in part, into other written materials prepared by or for Agency with respect to the EasyRMTS™ Service; and

3.2.2. to reproduce and distribute modified and original versions of PCG's Documentation, in hard copy or in an on-line format, as part of Agency's Documentation for the EasyRMTS™ Service, and, if such Agency's Documentation is in an on-line format, allow Agency Users to make print copies of the same.

3.3. Restrictions on License Grant.

3.3.1. Agency shall not use or grant to any person or entity other than authorized Agency Users the right to use the EasyRMTS™ Service. Agency and Agency Users shall not distribute, market, or sublicense the EasyRMTS™ Service.

3.3.2. Agency shall ensure that appropriate proprietary notices indicating PCG's Intellectual Property Rights in the EasyRMTS™ Service and related Documentation are placed on all copies of written materials distributed by Agency relating thereto. Examples of such documentation include training materials and manuals.

3.3.3. Agency shall not distribute or knowingly permit distribution of EasyRMTS™ documentation or intellectual property to any individual or organization that is not part of the Agency or an authorized Agency User.

3.3.4. Agency shall not transfer or permit access to the EasyRMTS™ Service to any third party or permit any Agency User to transfer or allow access the EasyRMTS™ Service to any unauthorized person.

3.3.5. Agency shall not decompile, disassemble, or otherwise attempt to reverse engineer the EasyRMTS™ Service or any portion thereof and shall not permit any Agency User to decompile, disassemble, or otherwise attempt to reverse engineer the EasyRMTS™ Service or any portion thereof.

3.4. Reservation of Rights.

3.4.1. Subject to the license rights granted to Agency by this Section 3, all right, title, and interest in and to the EasyRMTS™ Service, including the Intellectual Property Rights and technology inherent in EasyRMTS™ Service, are and at all times will remain, the sole and exclusive property of PCG. No right to use, print, copy, distribute, integrate, or display the EasyRMTS™ Service, in whole or in part, is granted in this Agreement, except as is explicitly provided in this Agreement. Nothing contained in this Agreement will directly or indirectly be construed to assign or grant to Agency any right, title, or interest in or to PCG's Intellectual Property Rights or other rights in and to the EasyRMTS™ Service or PCG's Trademarks.

3.4.2. Except as expressly authorized by this Agreement, Agency shall not use, display, copy, distribute, modify, or sublicense the EasyRMTS™ Service. In addition, Agency shall not modify, transfer, rent, lease, reverse engineer, decompile, or disassemble the EasyRMTS™ Service. PCG reserves all rights not expressly granted to Agency by this Agreement. Agency will not alter, remove, modify, or suppress any confidentiality legends or proprietary notices placed on, or contained within the EasyRMTS™ Service and expressly agrees not to circumvent, or knowingly permit third parties to circumvent, any security or other protections within the EasyRMTS™ Service.

4. ACCESS TO EasyRMTS™ SERVICE. PCG will provide access to the EasyRMTS™ Service to Agency via a private account accessed through the Internet, from which Agency will be capable of using the EasyRMTS™ Service as permitted by this Agreement. PCG will not provide the Internet connectivity to Agency, and obtaining and maintaining such connectivity will be the sole responsibility of Agency. PCG will, as soon as practicable, provide Agency with advance notice of each New Release, Upgrade, or Update, and provide notice whether such New Release, Upgrade, or Update will be provided via the Internet.

5. SUPPORT.

5.1. General Technical Support. PCG will make available qualified personnel to Agency during the Term to provide technical support to Agency. Such personnel will be skilled in the functioning and application of the EasyRMTS™ Service sufficient to answer questions and provide support.

5.2. Telephone and Email Support. Telephone and email support will be provided by PCG for two RMTS instances via a toll-free telephone number and email address. This number and email address will connect the Agency User with the EasyRMTS™ help desk.

5.3. Project Support. PCG agrees to provide consulting services support to Agency for unique projects on an as-available basis, upon Agency's request and subject to agreed-upon additional compensation.

6. PAYMENTS. PCG will be paid as part of the contract between the Agency and Public Consulting Group so long as that contract is in effect and not modified to change the arrangement between PCG and the Agency. If the arrangement changes, the payment terms in this agreement will be modified.

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7.1. Limited Warranty. PCG represents and warrants that it has the right to license the EasyRMTS™ Service as specified by this Agreement, and that the use of the EasyRMTS™ Service contemplated in this Agreement does not infringe upon, violate, or constitute a misappropriation of any copyright, trademark, trade secret, or any other proprietary right of any third party. Further, PCG represents and warrants that, during the ninety (90) day period following the initial installation of the EasyRMTS™ Service hereunder, and during the ninety (90) day period following the installation of each Update, Upgrade, and New Release hereunder, the EasyRMTS™ Service will operate in accordance with the applicable Documentation, provided that the EasyRMTS™ Service is operated in compliance with such

Documentation. Under no circumstances will PCG be responsible for Agency's hardware, software, browsers, or Internet connections that provide access to the EasyRMTS™ Service. PCG shall use reasonable efforts to maintain the EasyRMTS™ Service and to correct any problems that may arise with the use of the EasyRMTS™ Service.

7.2. DISCLAIMER. PCG SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE EasyRMTS™ PRODUCTS OR ANY OTHER GOODS OR SERVICES PROVIDED BY PCG, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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12. ADDITIONAL SERVICES. The parties to this Agreement may expand the scope of this Agreement to include other products or services offered by PCG, and to specify rates of payment for such products or services, by means of amendments to this Agreement signed by an authorized representative of each party and referencing this Agreement.

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14. WAIVER AND NONEXCLUSIVE REMEDY. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights. Except as otherwise specified in this Agreement, the exercise by either party of any remedy under this Agreement is without prejudice to its other remedies under this Agreement or otherwise.

15. COMPLIANCE WITH LAWS. Each party agrees to comply with all applicable laws, rules, and regulations in connection with its activities under this Agreement.

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16.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns, provided, however, that neither party may assign this Agreement, in whole or in part, without the other party's written consent. Any attempt to assign this Agreement without such consent will be null and void. A change of control of a party will not be deemed an assignment.

16.2. Governing Law. This Agreement is governed by the laws of the State of Rhode Island, without regard to its conflict of law provisions, and the parties hereby consent to jurisdiction and venue therein.

16.3. Severability. If any provision of this Agreement is found invalid or unenforceable by a court or other tribunal of competent jurisdiction, that provision will be enforced to the

maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect.

16.4. Force Majeure. Neither party will be responsible for any failure to perform due to causes beyond its reasonable control (each a "**Force Majeure**"), including, but not limited to, acts of God, war, terrorism, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises, provided that such party gives prompt written notice thereof to the other party. The time for performance will be extended for a period equal to the duration of the Force Majeure, but in no event longer than thirty (30) days.

16.5. Notices. All notices under this Agreement will be deemed given when delivered personally, or when sent by certified or registered U.S. mail, return receipt requested, or by nationally recognized express courier, to the address shown below the signature blocks of this Agreement or as may otherwise be specified by either party to the other in accordance with this section.

16.6. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

16.7. Entire Agreement. This Agreement and the Contract are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. Provisions of this Agreement may be modified or waived only by a written document executed by authorized representatives of both parties.

16.8. Survival. The provisions of this Agreement which by their nature would continue beyond the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

16.9. Headings. The various headings and subheadings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

16.10. Authority. Each party represents and warrants that it has sufficient rights and authority to enter into this Agreement and that this Agreement violates no previous agreement between each party and any third parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

By: <u><i>William S. Mosakowski</i></u>	By: <u><i>Janice Caputo</i></u>
Signature	Signature
<u>WILLIAM S. MOSAKOWSKI</u>	<u>JANICE CAPUTO</u>
Printed Name	Printed Name
<u>CEO</u>	<u>CEO</u>
Title	Title
<u>DECEMBER 4, 2017</u>	<u>12-5-17</u>
Date	Date

Public Consulting
Group, Inc.
148 State Street, 10th
Floor
Boston, MA 02109

PUBLIC CONSULTING GROUP, INC.
AlloCAP™ LICENSE AGREEMENT

This LICENSE AGREEMENT, including all exhibits hereto (collectively "the **Agreement**"), is entered into as of 12/1/2017 (the "**Effective Date**"), by and between Public Consulting Group, Inc., a Massachusetts corporation headquartered in Boston, MA ("**PCG**") and Department of Children, Youth and Families (DCYF), a State of Rhode Island agency, with its offices located at 101 Friendship Street, Providence, RI, 02903 ("**Agency**").

WHEREAS, PCG desires to provide to Agency an Internet-based cost allocation tool hosted by PCG ("AlloCAP™") to help Agency import, adjust, and allocate Agency costs across benefitting programs, and to grant a license to access PCG's related proprietary systems and documentation; and

WHEREAS, Agency desires to provide AlloCAP™ to its selected employees and/or authorized users for their use in conducting a Cost Allocation Plan, subject to the PCG license; and

WHEREAS, PCG provides access to AlloCAP™ pursuant to this license agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS. In addition to the terms defined elsewhere in this Agreement, terms appearing in initial capital letters shall have the following meanings:

1.1. "Confidential Information" means information designated or treated as confidential by either party, or which under the circumstances surrounding disclosure should in good faith be treated as confidential, including, without limitation: (a) computer programs, electronic codes, algorithms, know-how, formulas, processes, ideas, data, inventions (whether or not patentable or registerable under patent, copyright, or similar statutes), schematics, teaching and development techniques, trade secrets, improvements, research projects, and code; (b) information about costs, profits, markets, sales, customers, or clients; (c) technical, business, and financial plans; (d) employee personnel files and compensation information; (e) discoveries, developments, designs, improvements, regardless of the form of communication in each case, including extracts or summaries; and (f) any record (whether in print, electronic, or any other medium) maintained by Agency, an Agency employee or agent, or a party acting on Agency's behalf, which is directly related to an identified client. "Confidential Information" also specifically includes AlloCAP™, any third-party information disclosed to either party under obligations of confidentiality, and the identity of or any medical, financial, or personal information pertaining to anyone within PCG or Agency. Notwithstanding the foregoing, however, "Confidential Information" does not include information that: (i) was rightfully in possession of or known to the receiving party without any obligation of confidentiality prior to receiving it from the disclosing party; (ii) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (iii) is rightfully obtained by the receiving party from a source other than the disclosing party without any obligation of confidentiality; or (iv) is disclosed by the receiving party under a valid order of a court or government agency, provided that the receiving party provides prior written notice to the disclosing party of such obligation and the opportunity to oppose such disclosure.

1.2. **“Documentation”** means all technical information, training materials, instructions, manuals, and diagrams (in printed, electronic, or other media) pertaining to the AlloCAP™ Service.

1.3. **“AlloCAP™ Service”** means: (i) the Internet-based services identified in this Agreement; (ii) all products related to such services; (iii) all New Releases, Updates, and Upgrades applicable to the foregoing and generally released by PCG; and (iv) the Documentation developed by PCG for distribution and use in combination with the foregoing.

1.4. **“Intellectual Property Rights”** means patent rights, copyrights (including but not limited to copyrights in audiovisual works and applicable Moral Rights), trade secret rights, trademark rights, and any other intellectual property rights recognized by the law of each applicable jurisdiction in which licenses for the AlloCAP™ Service are marketed and licensed by PCG.

1.5. **“Moral Rights”** means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right existing under the law of any country in the world or under any treaty.

1.6. **“New Releases”** means any new revision of AlloCAP™ Service that includes significant enhancements which add new features to the AlloCAP™ Service and which generally will be designated by a new version number either to the left of the decimal point (e.g., from v2.03 to v3.00) or one decimal place to the right of the decimal point (e.g., from v2.03 to v2.10).

1.7. **“Permitted Use”** means use of the AlloCAP™ Service by employees, contractors, and others affiliated with or authorized by Agency only for Agency's internal use.

1.8. **“Agency User”** means any employee and/or authorized user of the “Agency” who will be granted access to the AlloCAP™ Service.

1.9. **“Trademarks”** means all trade marks, trade names, service marks, and logos now owned or hereinafter acquired by either party, and all other trademarks, trades names, service marks, and logos identifying or used in connection with their product or service offerings, whether or not registered under the laws of a particular jurisdiction or territory.

1.10. **“Updates”** means any new revisions and/or modifications required to be made to the AlloCAP™ Service and/or Documentation in order to correct operational errors.

1.11. **“Upgrades”** means any new revision of the AlloCAP™ Service that includes corrections and minor modifications to existing features and which generally will be designated by a new version number which has changed from the prior number only two places to the right of the decimal point (e.g., from v2.02 to v2.03).

2. TERM

2.1. **Initial Term.** The initial term of this Agreement (the “Initial Term”) shall commence on the 12/1/2017 and shall end on 12/31/2018.

2.2. **Appropriation.** Each Term is subject to appropriation.

3. GRANT OF RIGHTS.

3.1. Grant of License for AlloCAP™ Service. Subject to the terms and provisions of this Agreement and Agency's performance of all its obligations under this Agreement and the Contract, PCG hereby grants to Agency, and Agency hereby accepts, a non-exclusive, non-transferable right and license, during the Term only, to access via the Internet and use the AlloCAP™ Service to the extent reasonably necessary.

3.2. Grant of License for Documentation. PCG hereby grants to Agency, and Agency hereby accepts, a non-exclusive, royalty-free license under PCG's copyrights in PCG's Documentation, during the Term only:

3.2.1. to incorporate PCG's Documentation, in whole or in part, into other written materials prepared by or for Agency with respect to the AlloCAP™ Service; and

3.2.2. to reproduce and distribute modified and original versions of PCG's Documentation, in hard copy or in an on-line format, as part of Agency's Documentation for the AlloCAP™ Service, and, if such Agency's Documentation is in an on-line format, allow Agency Users to make print copies of the same.

3.3. Restrictions on License Grant.

3.3.1. Agency shall not use or grant to any person or entity other than authorized Agency Users the right to use the AlloCAP™ Service. Agency and Agency Users shall not distribute, market, or sublicense the AlloCAP™ Service.

3.3.2. Agency shall ensure that appropriate proprietary notices indicating PCG's Intellectual Property Rights in the AlloCAP™ Service and related Documentation are placed on all copies of written materials distributed by Agency relating thereto. Examples of such documentation include training materials and manuals.

3.3.3. Agency shall not distribute or knowingly permit distribution of AlloCAP™ documentation or intellectual property to any individual or organization that is not part of the Agency or an authorized Agency User.

3.3.4. Agency shall not transfer or permit access to the AlloCAP™ Service to any third party or permit any Agency User to transfer or allow access the AlloCAP™ Service to any unauthorized person.

3.3.5. Agency shall not decompile, disassemble, or otherwise attempt to reverse engineer the AlloCAP™ Service or any portion thereof and shall not permit any Agency User to decompile, disassemble, or otherwise attempt to reverse engineer the AlloCAP™ Service or any portion thereof.

3.4. Reservation of Rights.

3.4.1. Subject to the license rights granted to Agency by this Section 3, all right, title, and interest in and to the AlloCAP™ Service, including the Intellectual Property Rights and technology inherent in AlloCAP™ Service, are and at all times will remain, the sole and exclusive property of PCG. No right to use, print, copy, distribute, integrate, or display the AlloCAP™ Service, in whole or in part, is granted in this Agreement, except as is explicitly provided in this Agreement. Nothing contained in this Agreement will directly or indirectly be construed to assign or grant to Agency any right, title, or interest in or to PCG's Intellectual

Property Rights or other rights in and to the AlloCAP™ Service or PCG's Trademarks.

3.4.2. Except as expressly authorized by this Agreement, Agency shall not use, display, copy, distribute, modify, or sublicense the AlloCAP™ Service. In addition, Agency shall not modify, transfer, rent, lease, reverse engineer, decompile, or disassemble the AlloCAP™ Service. PCG reserves all rights not expressly granted to Agency by this Agreement. Agency will not alter, remove, modify, or suppress any confidentiality legends or proprietary notices placed on, or contained within the AlloCAP™ Service and expressly agrees not to circumvent, or knowingly permit third parties to circumvent, any security or other protections within the AlloCAP™ Service.

4. ACCESS TO AlloCAP™ SERVICE. PCG will provide access to the AlloCAP™ Service to Agency via a private account accessed through the Internet, from which Agency will be capable of using the AlloCAP™ Service as permitted by this Agreement. PCG will not provide the Internet connectivity to Agency, and obtaining and maintaining such connectivity will be the sole responsibility of Agency. PCG will, as soon as practicable, provide Agency with advance notice of each New Release, Upgrade, or Update, and provide notice whether such New Release, Upgrade, or Update will be provided via the Internet.

5. SUPPORT.

5.1. General Technical Support. PCG will make available qualified personnel to Agency during the Term to provide technical support to Agency. Such personnel will be skilled in the functioning and application of the AlloCAP™ System sufficient to answer questions and provide support.

6. PAYMENTS. PCG will be paid as part of the contract between the Agency and Public Consulting Group so long as that contract is in effect and not modified to change the arrangement between PCG and the Agency. If the arrangement changes, the payment terms in this agreement will be modified.

7. WARRANTIES.

7.1. Limited Warranty. PCG represents and warrants that it has the right to license the AlloCAP™ System as specified by this Agreement, and that the use of the AlloCAP™ System contemplated in this Agreement does not infringe upon, violate, or constitute a misappropriation of any copyright, trademark, trade secret, or any other proprietary right of any third party. Further, PCG represents and warrants that, during the ninety (90) day period following the initial installation of the AlloCAP™ System hereunder, and during the ninety (90) day period following the installation of each Update, Upgrade, and New Release hereunder, the AlloCAP™ System will operate in accordance with the applicable Documentation, provided that the AlloCAP™ System is operated in compliance with such Documentation.

7.2. DISCLAIMER. PCG SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE AlloCAP™ PRODUCTS OR ANY OTHER GOODS OR SYSTEMS PROVIDED BY PCG, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. PROPRIETARY RIGHTS; PROTECTION OF CONFIDENTIAL INFORMATION.

8.1. Ownership. Agency acknowledges that PCG owns the AlloCAP™ System, that the AlloCAP™ System is not generally published, and that the AlloCAP™ System embodies the Confidential Information of PCG. All right, title, and interest in and to the AlloCAP™ System, including, without limitation, all copyrights, trade secret rights, and other intellectual property rights pertaining in and to the AlloCAP™ System shall remain vested in PCG and its third-party licensors. PCG acknowledges that Agency owns all of the data inputted by Agency Users and any and all reports produced as a result of using the AlloCAP™ System. Agency acknowledges that PCG shall have the right to aggregate any data input by Agency or Agency Users for PCG's own purposes, but shall not use or disclose personal or individual identifying information where the use or disclosure would constitute a breach of a known privacy policy adopted by either PCG or Agency.

8.2. Confidentiality Obligations. Each party agrees that: (i) neither party will disclose to any third party any of the other party's Confidential Information except to the receiving party's employees and contractors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein; (ii) each party will use the same degree of care it uses to maintain the confidentiality of its own information of similar importance in its possession or control, but in no event less than a reasonable degree of care; and (iii) neither party will use or authorize the use of Confidential Information for any purpose other than to fulfill such party's obligations hereunder. Each party agrees that neither party will disclose to any third party any of the terms of this Agreement, which will be treated as Confidential Information, except to the receiving party's employees, contractors, and advisors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein, and neither party will use the terms of this Agreement for any purpose other than to fulfill such party's obligations under this Agreement, except as either party is otherwise required by law. The parties may modify these obligations through express written agreements.

8.3. Injunctive Relief. Each party acknowledges that the other party's Confidential Information contains trade secrets of such other party, the disclosure of which would cause substantial harm to such other party that could not be remedied by the payment of damages alone. Accordingly, such other party will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any breach of this Section 9.

8.4. Agency Duties. Agency will take reasonable steps to protect the AlloCAP™ System from unauthorized access, copying, dissemination, and disclosure, and from other unauthorized use, and will report promptly to PCG any such use of which Agency becomes aware. Agency shall be responsible for the quality, integrity, and accuracy of all data entered and used in connection with the AlloCAP™ System, including all deletions of such data by Agency Users.

8.5. PCG Duties. PCG will take reasonable steps to protect the data that Agency enters as part of its use of the AlloCAP™ System. PCG will use technical, administrative, and physical safeguards to protect against unintentional loss and against unauthorized access, destruction, misuse, modification, and disclosure. Although no computer system or information can ever be fully protected against every possible hazard, PCG is committed to providing reasonable and appropriate security controls to protect information against foreseeable hazards. PCG recognizes that Agency data is the property of Agency. Upon contract termination, or at Agency's request, PCG will provide all data to Agency, including all database tables and a description of the table structure. PCG may keep a backup copy of the data unless otherwise agreed by the parties, subject to applicable law.

8.6. Third Party Infringement. PCG reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misappropriation of its Intellectual Property Rights in the AlloCAP™ System.

9. PRODUCT MARKING.

9.1. Ownership of PCG Trademarks. Agency acknowledges that PCG is and shall remain the owner of all right, title, and interest in and to each of PCG's Trademarks in any form or embodiment thereof, and is also the owner of all goodwill associated with PCG's Trademarks. All goodwill generated by Agency use of the AlloCAP™ System with respect to PCG's Trademarks shall inure exclusively to the benefit of PCG.

9.2. Infringements. Agency shall promptly notify PCG of any third-party infringements of any of the PCG Trademarks used in connection with the AlloCAP™ System, or any act of unfair competition by third parties relating to the PCG Trademarks, within a reasonable time of Agency's knowledge of such infringements or acts.

10. INDEMNIFICATION.

10.1. PCG Indemnification Obligations. PCG shall defend, indemnify, and hold harmless Agency from and against any suit, proceeding, assertion, damage, cost, liability, and expense (including court costs and reasonable attorneys' fees) incurred as a result of claims by a third party against Agency or its affiliates, employees, or agents arising from or connected with a claim, related to this Agreement, that any AlloCAP™ System infringes any valid patent, copyright, trade secret, or other intellectual property right under the laws of the United States, provided that Agency promptly notifies PCG, in writing, of the suit, claim, or proceeding, or threat of suit, claim, or proceeding, and provides PCG with reasonable assistance for the defense of the suit, claim, or proceeding.

11. TERMINATION.

11.1. Termination. Notwithstanding the provisions of Section 2, either party may terminate this Agreement on or after the thirtieth (30th) day after such party gives the other party written notice of a material breach by such other party of any obligation hereunder, unless such breach is cured within thirty (30) days following the breaching party's receipt of such written notice.

11.2. Effect of Termination. Upon termination or expiration of this Agreement: (i) all licenses granted to Agency by PCG will terminate; and (ii) all Agency User access to the AlloCAP™ System will terminate. PCG will destroy or return to Agency, at the option of Agency, all copies of Agency data entered into the AlloCAP™ System.

11.3. No Damages for Termination. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR DAMAGES OF ANY KIND, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, ON ACCOUNT OF THE TERMINATION OR EXPIRATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO RECEIVE ANY COMPENSATION OR REPARATIONS ON TERMINATION OR EXPIRATION OF THIS AGREEMENT, OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT. Neither party will be liable to the other on account of termination or expiration of this Agreement for reimbursement or damages for the loss of goodwill, prospective profits, or anticipated income, or on account of any expenditures,

investments, leases, or commitments made by either party or for any other reason whatsoever based upon or growing out of such termination or expiration.

12. ADDITIONAL SYSTEMS. The parties to this Agreement may expand the scope of this Agreement to include other products or Systems offered by PCG, and to specify rates of payment for such products or Systems, by means of amendments to this Agreement signed by an authorized representative of each party and referencing this Agreement.

13. COOPERATIVE PURCHASING. The terms and conditions of this Agreement may be extended to any other agency or other entity to permit those other entities to contract with PCG for the goods or Systems set forth in this Agreement, subject to the mutual agreement of PCG and the other entity, which may include different payment terms. Agency assumes no authority, liability, or obligation to PCG or to any other entity with respect to any such resulting contract.

14. WAIVER AND NONEXCLUSIVE REMEDY. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights. Except as otherwise specified in this Agreement, the exercise by either party of any remedy under this Agreement is without prejudice to its other remedies under this Agreement or otherwise.

15. COMPLIANCE WITH LAWS. Each party agrees to comply with all applicable laws, rules, and regulations in connection with its activities under this Agreement.

16. ADDITIONAL TERMS

16.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns, provided, however, that neither party may assign this Agreement, in whole or in part, without the other party's written consent. Any attempt to assign this Agreement without such consent will be null and void. A change of control of a party will not be deemed an assignment.

16.2. Governing Law. This Agreement is governed by the laws of _____, without regard to its conflict of law provisions, and the parties hereby consent to jurisdiction and venue therein.

16.3. Severability. If any provision of this Agreement is found invalid or unenforceable by a court or other tribunal of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect.

16.4. Force Majeure. Neither party will be responsible for any failure to perform due to causes beyond its reasonable control (each a "**Force Majeure**"), including, but not limited to, acts of God, war, terrorism, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises, provided that such party gives prompt written notice thereof to the other party. The time for performance will be extended for a period equal to the duration of the Force Majeure, but in no event longer than thirty (30) days.

16.5. Notices. All notices under this Agreement will be deemed given when delivered personally, or when sent by certified or registered U.S. mail, return receipt requested, or by

nationally recognized express courier, to the address shown below the signature blocks of this Agreement or as may otherwise be specified by either party to the other in accordance with this section.

16.6. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

16.7. Entire Agreement. This Agreement and the Contract are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. Provisions of this Agreement may be modified or waived only by a written document executed by authorized representatives of both parties.

16.8. Survival. The provisions of this Agreement which by their nature would continue beyond the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

16.9. Headings. The various headings and subheadings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

16.10. Authority. Each party represents and warrants that it has sufficient rights and authority to enter into this Agreement and that this Agreement violates no previous agreement between each party and any third parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

By: *William S. Mosakowski*
Signature

WILLIAM S. MOSAKOWSKI
Printed Name

CEO
Title

DECEMBER 4, 2017
Date

By: *Ronald Davidson*
Signature

Ronald DAVIDSON
Printed Name

Financial Administrator
Title

12/5/17
Date

Public Consulting
Group, Inc.
148 State Street, 10th
Floor
Boston, MA 02109

PUBLIC CONSULTING GROUP, INC.
EasyRMTS™ LICENSE AGREEMENT

This LICENSE AGREEMENT, including all exhibits hereto (collectively “the **Agreement**”), is entered into as of 12/1/2017 (the “**Effective Date**”), by and between Public Consulting Group, Inc., a Massachusetts corporation headquartered in Boston, MA (“**PCG**”) and Department of Children, Youth and Families (DCYF), a State of Rhode Island agency, with its offices located at 101 Friendship Street, Providence, RI, 02903 (“**Agency**”).

WHEREAS, PCG desires to provide to Agency an Internet-based time study tool hosted by PCG (“**EasyRMTS™**”) to help Agency determine, administer, and tally two instances of random moment surveys, and to grant a license to access PCG’s related proprietary systems and documentation; and

WHEREAS, Agency desires to provide two EasyRMTS™ instances to its selected employees, contractors, and/or authorized users for their use in conducting a Random Moment Time Study, subject to the PCG license; and

WHEREAS, PCG provides access to two instances EasyRMTS™ pursuant to this license agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS. In addition to the terms defined elsewhere in this Agreement, terms appearing in initial capital letters shall have the following meanings:

1.1. “Confidential Information” means information designated or treated as confidential by either party, or which under the circumstances surrounding disclosure should in good faith be treated as confidential, including, without limitation: (a) computer programs, electronic codes, algorithms, know-how, formulas, processes, ideas, data, inventions (whether or not patentable or registerable under patent, copyright, or similar statutes), schematics, teaching and development techniques, trade secrets, improvements, research projects, and code; (b) information about costs, profits, markets, sales, customers, or clients; (c) technical, business, and financial plans; (d) employee personnel files and compensation information; (e) discoveries, developments, designs, improvements, regardless of the form of communication in each case, including extracts or summaries; and (f) any record (whether in print, electronic, or any other medium) maintained by Agency, an Agency employee or agent, or a party acting on Agency’s behalf, which is directly related to an identified client. “Confidential Information” also specifically includes EasyRMTS™, any third-party information disclosed to either party under obligations of confidentiality, and the identity of or any medical, financial, or personal information pertaining to anyone within PCG or Agency. Notwithstanding the foregoing, however, “Confidential Information” does not include information that: (i) was rightfully in possession of or known to the receiving party without any obligation of confidentiality prior to receiving it from the disclosing party; (ii) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (iii) is rightfully obtained by the receiving party from a source other than the disclosing party without any obligation of confidentiality; or (iv) is disclosed by the receiving party under a valid order of a court or government agency, provided that the receiving party provides prior written notice to the disclosing party of such obligation and the opportunity to oppose such disclosure.

1.2. "Documentation" means all technical information, training materials, instructions, manuals, and diagrams (in printed, electronic, or other media) pertaining to the EasyRMTS™ Service.

1.3. "EasyRMTS™ Service" means: (i) the Internet-based services identified in this Agreement; (ii) all products related to such services; (iii) all New Releases, Updates, and Upgrades applicable to the foregoing and generally released by PCG; and (iv) the Documentation developed by PCG for distribution and use in combination with the foregoing.

1.4. "Intellectual Property Rights" means patent rights, copyrights (including but not limited to copyrights in audiovisual works and applicable Moral Rights), trade secret rights, trademark rights, and any other intellectual property rights recognized by the law of each applicable jurisdiction in which licenses for the EasyRMTS™ Service are marketed and licensed by PCG.

1.5. "Moral Rights" means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right existing under the law of any country in the world or under any treaty.

1.6. "New Releases" means any new revision of EasyRMTS™ Service that includes significant enhancements which add new features to the EasyRMTS™ Service and which generally will be designated by a new version number either to the left of the decimal point (e.g., from v2.03 to v3.00) or one decimal place to the right of the decimal point (e.g., from v2.03 to v2.10).

1.7. "Permitted Use" means use of the EasyRMTS™ Service by employees, contractors, and others affiliated with or authorized by Agency only for Agency's internal use.

1.8. "Agency User" means any employee, contractor, and/or authorized user of the "Agency" who will be granted access to the EasyRMTS™ Service.

1.9. "Trademarks" means all trade marks, trade names, service marks, and logos now owned or hereinafter acquired by either party, and all other trademarks, trades names, service marks, and logos identifying or used in connection with their product or service offerings, whether or not registered under the laws of a particular jurisdiction or territory.

1.10. "Updates" means any new revisions and/or modifications required to be made to the EasyRMTS™ Service and/or Documentation in order to correct operational errors.

1.11. "Upgrades" means any new revision of the EasyRMTS™ Service that includes corrections and minor modifications to existing features and which generally will be designated by a new version number which has changed from the prior number only two places to the right of the decimal point (e.g., from v2.02 to v2.03).

2. TERM

2.1. Initial Term. The initial term of this Agreement (the "Initial Term") shall commence on the 12/1/2017 and shall end on 12/31/2018.

2.2. Appropriation. Each Term is subject to appropriation.

3. GRANT OF RIGHTS.

3.1. Grant of License for EasyRMTS™ Service. Subject to the terms and provisions of this Agreement and Agency's performance of all its obligations under this Agreement and the Contract, PCG hereby grants to Agency, and Agency hereby accepts, a non-exclusive, non-transferable right and license, during the Term only, to access via the Internet and use the EasyRMTS™ Service to the extent reasonably necessary.

3.2. Grant of License for Documentation. PCG hereby grants to Agency, and Agency hereby accepts, a non-exclusive, royalty-free license under PCG's copyrights in PCG's Documentation, during the Term only:

3.2.1. to incorporate PCG's Documentation, in whole or in part, into other written materials prepared by or for Agency with respect to the EasyRMTS™ Service; and

3.2.2. to reproduce and distribute modified and original versions of PCG's Documentation, in hard copy or in an on-line format, as part of Agency's Documentation for the EasyRMTS™ Service, and, if such Agency's Documentation is in an on-line format, allow Agency Users to make print copies of the same.

3.3. Restrictions on License Grant.

3.3.1. Agency shall not use or grant to any person or entity other than authorized Agency Users the right to use the EasyRMTS™ Service. Agency and Agency Users shall not distribute, market, or sublicense the EasyRMTS™ Service.

3.3.2. Agency shall ensure that appropriate proprietary notices indicating PCG's Intellectual Property Rights in the EasyRMTS™ Service and related Documentation are placed on all copies of written materials distributed by Agency relating thereto. Examples of such documentation include training materials and manuals.

3.3.3. Agency shall not distribute or knowingly permit distribution of EasyRMTS™ documentation or intellectual property to any individual or organization that is not part of the Agency or an authorized Agency User.

3.3.4. Agency shall not transfer or permit access to the EasyRMTS™ Service to any third party or permit any Agency User to transfer or allow access the EasyRMTS™ Service to any unauthorized person.

3.3.5. Agency shall not decompile, disassemble, or otherwise attempt to reverse engineer the EasyRMTS™ Service or any portion thereof and shall not permit any Agency User to decompile, disassemble, or otherwise attempt to reverse engineer the EasyRMTS™ Service or any portion thereof.

3.4. Reservation of Rights.

3.4.1. Subject to the license rights granted to Agency by this Section 3, all right, title, and interest in and to the EasyRMTS™ Service, including the Intellectual Property Rights and technology inherent in EasyRMTS™ Service, are and at all times will remain, the sole and exclusive property of PCG. No right to use, print, copy, distribute, integrate, or display the

EasyRMTS™ Service, in whole or in part, is granted in this Agreement, except as is explicitly provided in this Agreement. Nothing contained in this Agreement will directly or indirectly be construed to assign or grant to Agency any right, title, or interest in or to PCG's Intellectual Property Rights or other rights in and to the EasyRMTS™ Service or PCG's Trademarks.

3.4.2. Except as expressly authorized by this Agreement, Agency shall not use, display, copy, distribute, modify, or sublicense the EasyRMTS™ Service. In addition, Agency shall not modify, transfer, rent, lease, reverse engineer, decompile, or disassemble the EasyRMTS™ Service. PCG reserves all rights not expressly granted to Agency by this Agreement. Agency will not alter, remove, modify, or suppress any confidentiality legends or proprietary notices placed on, or contained within the EasyRMTS™ Service and expressly agrees not to circumvent, or knowingly permit third parties to circumvent, any security or other protections within the EasyRMTS™ Service.

4. ACCESS TO EasyRMTS™ SERVICE. PCG will provide access to the EasyRMTS™ Service to Agency via a private account accessed through the Internet, from which Agency will be capable of using the EasyRMTS™ Service as permitted by this Agreement. PCG will not provide the Internet connectivity to Agency, and obtaining and maintaining such connectivity will be the sole responsibility of Agency. PCG will, as soon as practicable, provide Agency with advance notice of each New Release, Upgrade, or Update, and provide notice whether such New Release, Upgrade, or Update will be provided via the Internet.

5. SUPPORT.

5.1. General Technical Support. PCG will make available qualified personnel to Agency during the Term to provide technical support to Agency. Such personnel will be skilled in the functioning and application of the EasyRMTS™ Service sufficient to answer questions and provide support.

5.2. Telephone Support. Telephone support will be provided by PCG for two RMTS instances via a toll-free telephone number. This number will connect the Agency User with the EasyRMTS™ help desk.

6. PAYMENTS. PCG will be paid as part of the contract between the Agency and Public Consulting Group so long as that contract is in effect and not modified to change the arrangement between PCG and the Agency. If the arrangement changes, the payment terms in this agreement will be modified.

7. WARRANTIES.

7.1. Limited Warranty. PCG represents and warrants that it has the right to license the EasyRMTS™ Service as specified by this Agreement, and that the use of the EasyRMTS™ Service contemplated in this Agreement does not infringe upon, violate, or constitute a misappropriation of any copyright, trademark, trade secret, or any other proprietary right of any third party. Further, PCG represents and warrants that, during the ninety (90) day period following the initial installation of the EasyRMTS™ Service hereunder, and during the ninety (90) day period following the installation of each Update, Upgrade, and New Release hereunder, the EasyRMTS™ Service will operate in accordance with the applicable Documentation, provided that the EasyRMTS™ Service is operated in compliance with such

Documentation. Under no circumstances will PCG be responsible for Agency's hardware, software, browsers, or Internet connections that provide access to the EasyRMTS™ Service. PCG shall use reasonable efforts to maintain the EasyRMTS™ Service and to correct any problems that may arise with the use of the EasyRMTS™ Service.

7.2. DISCLAIMER. PCG SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE EasyRMTS™ PRODUCTS OR ANY OTHER GOODS OR SERVICES PROVIDED BY PCG, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. PROPRIETARY RIGHTS; PROTECTION OF CONFIDENTIAL INFORMATION.

8.1. Ownership. Agency acknowledges that PCG owns the EasyRMTS™ Service, that the EasyRMTS™ Service is not generally published, and that the EasyRMTS™ Service embodies the Confidential Information of PCG. All right, title, and interest in and to the EasyRMTS™ Service, including, without limitation, all copyrights, trade secret rights, and other intellectual property rights pertaining in and to the EasyRMTS™ Service shall remain vested in PCG and its third-party licensors. PCG acknowledges that Agency owns all of the data inputted by each Agency User and any and all reports produced as a result of using the EasyRMTS™ Service. Agency acknowledges that PCG shall have the right to aggregate any data input by Agency or Agency Users for PCG's own purposes, but shall not use or disclose personal or individual identifying information where the use or disclosure would constitute a breach of a known privacy policy adopted by either PCG or Agency.

8.2. Confidentiality Obligations. Each party agrees that: (i) neither party will disclose to any third party any of the other party's Confidential Information except to the receiving party's employees and contractors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein; (ii) each party will use the same degree of care it uses to maintain the confidentiality of its own information of similar importance in its possession or control, but in no event less than a reasonable degree of care; and (iii) neither party will use or authorize the use of Confidential Information for any purpose other than to fulfill such party's obligations hereunder. Each party agrees that neither party will disclose to any third party any of the terms of this Agreement, which will be treated as Confidential Information, except to the receiving party's employees, contractors, and advisors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein, and neither party will use the terms of this Agreement for any purpose other than to fulfill such party's obligations under this Agreement, except as either party is otherwise required by law. The parties may modify these obligations through express written agreements.

8.3. Injunctive Relief. Each party acknowledges that the other party's Confidential Information contains trade secrets of such other party, the disclosure of which would cause substantial harm to such other party that could not be remedied by the payment of damages alone. Accordingly, such other party will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any breach of this Section 9.

8.4. Agency Duties. Agency will take reasonable steps to protect the EasyRMTS™ Service from unauthorized access, copying, dissemination, and disclosure, and from other unauthorized use, and will report promptly to PCG any such use of which Agency becomes aware. Agency shall be responsible for the quality, integrity, and accuracy of all data entered and used in connection with the EasyRMTS™ Service, including all deletions of such data by

Agency Users.

8.5. PCG Duties. PCG will take reasonable steps to protect the data that Agency enters as part of its use of the EasyRMTS™ Service. PCG will use technical, administrative, and physical safeguards to protect against unintentional loss and against unauthorized access, destruction, misuse, modification, and disclosure. Although no computer system or information can ever be fully protected against every possible hazard, PCG is committed to providing reasonable and appropriate security controls to protect information against foreseeable hazards. PCG recognizes that Agency data is the property of Agency. Upon contract termination, or at Agency's request, PCG will provide all data to Agency, including all database tables and a description of the table structure. PCG may keep a backup copy of the data unless otherwise agreed by the parties, subject to applicable law.

8.6. Third Party Infringement. PCG reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misappropriation of its Intellectual Property Rights in the EasyRMTS™ Service.

9. PRODUCT MARKING.

9.1. Ownership of PCG Trademarks. Agency acknowledges that PCG is and shall remain the owner of all right, title, and interest in and to each of PCG's Trademarks in any form or embodiment thereof, and is also the owner of all goodwill associated with PCG's Trademarks. All goodwill generated by Agency use of the EasyRMTS™ Service with respect to PCG's Trademarks shall inure exclusively to the benefit of PCG.

9.2. Infringements. Agency shall promptly notify PCG of any third-party infringements of any of the PCG Trademarks used in connection with the EasyRMTS™ Service, or any act of unfair competition by third parties relating to the PCG Trademarks, within a reasonable time of Agency's knowledge of such infringements or acts.

10. INDEMNIFICATION.

10.1. PCG Indemnification Obligations. PCG shall defend, indemnify, and hold harmless Agency from and against any suit, proceeding, assertion, damage, cost, liability, and expense (including court costs and reasonable attorneys' fees) incurred as a result of claims by a third party against Agency or its affiliates, employees, or agents arising from or connected with a claim, related to this Agreement, that any EasyRMTS™ Service infringes any valid patent, copyright, trade secret, or other intellectual property right under the laws of the United States, provided that Agency promptly notifies PCG, in writing, of the suit, claim, or proceeding, or threat of suit, claim, or proceeding, and provides PCG with reasonable assistance for the defense of the suit, claim, or proceeding.

11. TERMINATION.

11.1. Termination. Notwithstanding the provisions of Section 2, either party may terminate this Agreement on or after the thirtieth (30th) day after such party gives the other party written notice of a material breach by such other party of any obligation hereunder, unless such breach is cured within thirty (30) days following the breaching party's receipt of such written notice.

11.2. Effect of Termination. Upon termination or expiration of this Agreement: (i) all licenses granted to Agency by PCG will terminate; and (ii) all Agency User access to the

EasyRMTS™ Service will terminate. PCG will destroy or return to Agency, at the option of Agency, all copies of Agency data entered into the EasyRMTS™ Service.

11.3. No Damages for Termination. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR DAMAGES OF ANY KIND, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, ON ACCOUNT OF THE TERMINATION OR EXPIRATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO RECEIVE ANY COMPENSATION OR REPARATIONS ON TERMINATION OR EXPIRATION OF THIS AGREEMENT, OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT. Neither party will be liable to the other on account of termination or expiration of this Agreement for reimbursement or damages for the loss of goodwill, prospective profits, or anticipated income, or on account of any expenditures, investments, leases, or commitments made by either party or for any other reason whatsoever based upon or growing out of such termination or expiration.

12. ADDITIONAL SERVICES. The parties to this Agreement may expand the scope of this Agreement to include other products or services offered by PCG, and to specify rates of payment for such products or services, by means of amendments to this Agreement signed by an authorized representative of each party and referencing this Agreement.

13. COOPERATIVE PURCHASING. The terms and conditions of this Agreement may be extended to any other agency or other entity to permit those other entities to contract with PCG for the goods or services set forth in this Agreement, subject to the mutual agreement of PCG and the other entity, which may include different payment terms. Agency assumes no authority, liability, or obligation to PCG or to any other entity with respect to any such resulting contract.

14. WAIVER AND NONEXCLUSIVE REMEDY. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights. Except as otherwise specified in this Agreement, the exercise by either party of any remedy under this Agreement is without prejudice to its other remedies under this Agreement or otherwise.

15. COMPLIANCE WITH LAWS. Each party agrees to comply with all applicable laws, rules, and regulations in connection with its activities under this Agreement.

16. ADDITIONAL TERMS

16.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns, provided, however, that neither party may assign this Agreement, in whole or in part, without the other party's written consent. Any attempt to assign this Agreement without such consent will be null and void. A change of control of a party will not be deemed an assignment.

16.2. Governing Law. This Agreement is governed by the laws of Rhode Island, without regard to its conflict of law provisions, and the parties hereby consent to jurisdiction and venue therein.

16.3. Severability. If any provision of this Agreement is found invalid or unenforceable by a court or other tribunal of competent jurisdiction, that provision will be enforced to the

maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect.

16.4. Force Majeure. Neither party will be responsible for any failure to perform due to causes beyond its reasonable control (each a "**Force Majeure**"), including, but not limited to, acts of God, war, terrorism, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises, provided that such party gives prompt written notice thereof to the other party. The time for performance will be extended for a period equal to the duration of the Force Majeure, but in no event longer than thirty (30) days.

16.5. Notices. All notices under this Agreement will be deemed given when delivered personally, or when sent by certified or registered U.S. mail, return receipt requested, or by nationally recognized express courier, to the address shown below the signature blocks of this Agreement or as may otherwise be specified by either party to the other in accordance with this section.

16.6. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

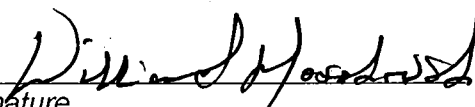
16.7. Entire Agreement. This Agreement and the Contract are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. Provisions of this Agreement may be modified or waived only by a written document executed by authorized representatives of both parties.

16.8. Survival. The provisions of this Agreement which by their nature would continue beyond the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

16.9. Headings. The various headings and subheadings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

16.10. Authority. Each party represents and warrants that it has sufficient rights and authority to enter into this Agreement and that this Agreement violates no previous agreement between each party and any third parties.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

By: 
Signature

WILLIAM S. MOSAKOWSKI
Printed Name

CEO
Title

DECEMBER 4, 2017
Date

By: 
Signature

Ronald Davidson
Printed Name

Financial Administrator
Title

12/5/17
Date

Public Consulting
Group, Inc.
148 State Street, 10th
Floor
Boston, MA 02109