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Amendment No. 2 to Agreement No. CAP 14/15 - 02
Between the State of Rhode Island Executive Office of Health and Human Services
And Public Consulting Group, Inc.

The Agreement originally entered into on the thirtieth day of April 2014 is hereby revised as follows:

1. PAR. 3. Time of Performance. The State is exercising the first of two optional one-year extensions (May 1, 2016 to April 30, 2017) as described in both the Agreement and RFP #7514372.
2. PAR. 6. Budget – is revised as follows:

PAR. 6. Budget.
Total payment for services to be provided under this agreement shall not exceed \$1,620,172 as detailed in the budget hereto and incorporated by reference in ADDENDUM II – Budget.
3. ADDENDUM II – Budget is eliminated and replaced with a new revised ADDENDUM II, dated May 1, 2016.
4. ADDENDUM XX. Addendum XX is added providing detailed scope of work (SOW) for Public Consulting Group, Inc. for their continued support to EOHHS, BHDDH, DOH, and DHS as described in RFP #7514372.
5. All other provisions of the original agreement and appropriate addenda shall remain in full force and effect.



*Both EOHHS and BHDDH may exercise the option to calculate their own claims at any time during the contract period.

The agreement is further amended by adding the following after ADDENDUM XIX:

ADDENDUM XX – SCOPE OF WORK

Below, PCG has outlined a proposed SOW in order to provide ongoing support of the:

- EOHHS cost allocation plan (CAP) software support through continued access and use of the EOHHS version of our web-based AlloCAP™ software and quarterly claim support for four quarters (through QE 3/31/17);
- BHDDH CAP software support through continued access and use of the BHDDH version of our web-based AlloCAP™ software and quarterly claim calculation or support for an additional four quarters (through QE 3/31/17);
- Department of Health (DOH) indirect cost rate (ICR) analysis and rate calculation for the fiscal years (FY) 17 and 18 rate based on FY15 and FY16 actuals;
- DHS CAP support inclusive of development and implementation of AlloCAP™, development of a new random moment time study (RMTS) implementation of our web-based RMTS software, EasyRMTS™, and quarterly claim calculation or support for an additional four quarters; and
- EOHHS, BHDDH, DOH, DEA, and DHS ad hoc consulting assistance as needed to update and maintain processes that support the CAPs and ICRs, including but not limited to the following:
 - Budget Development Assistance;
 - Time tracking activities descriptions, allocation methods, and training;
 - Interagency service agreements (ISA) assistance;
 - Quarterly CAP amendments;
 - Federal policy and regulatory guidance; and
 - Other non-operational support as needed.

The following sections of this letter detail the above specified elements of this proposed SOW. Please note that the dates provided throughout this SOW are estimated; they will be adjusted and clarified as necessary with EOHHS and the Departments upon start of work and through regular status reports to identify specific time frames and what work will occur within this contract amendment and extension.

Scope of Work

EOHHS AlloCAP™ Support

PCG will assist EOHHS with their use of AlloCAP™ to process quarterly claims and answer ad hoc system questions. A signed licensing agreement for EOHHS's access to the AlloCAP™ system is in place and valid until either party determines otherwise or requests amendments to the licensing agreement. As noted in our previous contract amendment, AlloCAP™ hosting fees and the licensing agreement are required for continued use of the system. Exercising the second option year of the contract also addresses PCG's suggestion to EOHHS that an annual ongoing support contract be set up.

The following table lists estimated timelines for providing this support to EOHHS.

Ongoing Support – EOHHS Calculates Claims

AlloCAP™ System Quarterly Ongoing Support		Estimated Start Date	Estimated Completion Date	Cost
1-401	Provide ongoing software support	5/1/2016	4/30/2017	\$12,000
1-402	Hosting Fees (\$500/month; 12 months)	5/1/2016	4/30/2017	\$6,000
Contract Period Total:				\$18,000

Timeframe

This section of our scope assumes one year of software support and hosting fees to cover four quarters worth of claiming (FY16 Q4 through FY17 Q3). PCG and EOHHS recognize that processing of FY17 Q3 (QE 3/31/17) must be finalized by 4/30/17 for federal reporting purposes, which is the expiration date of this proposed contract amendment. For ongoing use and access to the system after 4/30/17, and for additional support from PCG for processing future quarters, a contract amendment is necessary.

BHDDH AlloCAP™ Support

PCG will assist BHDDH with their use of AlloCAP™ to process quarterly claims and answer ad hoc system questions. We have outlined two support options below, with the difference being whether BHDDH chooses to process the claims and have PCG support OR have PCG process claims on BHDDH's behalf. A signed licensing agreement for BHDDH's access to the AlloCAP™ system is in place and valid until either party determines otherwise or requests amendments to the licensing agreement. As noted in our previous contract amendment, AlloCAP™ hosting fees and the licensing agreement are required for continued use of the system. Exercising the second option year of the contract also addresses PCG's suggestion to BHDDH that an annual ongoing support contract be developed.

The following table lists estimated timelines for providing this support to BHDDH.

Ongoing Support

The following two tables illustrate two ongoing operation scenarios. The first, Scenario 1, assumes that BHDDH calculates the quarterly claims themselves with PCG providing only software support. The second, Scenario 2, allows for PCG to calculate the quarterly claims for BHDDH to submit for reimbursement. The latter assumes that PCG would run claims for all quarters in FY16 to get BHDDH up to date on all claiming, which BHDDH would need to submit for reimbursement as prior

quarter adjustments. As noted, both Scenarios require a monthly hosting fee of \$500 and a licensing agreement to be in place for continued access to the AlloCAP™ system.

Scenario 1: BHDDH Calculates Claims

AlloCAP™ System Quarterly Ongoing Support		Estimated Start Date	Estimated Completion Date	Cost
1-401	Provide ongoing software support only	5/1/2016	4/30/2017	\$12,000
1-402	Hosting Fees (\$500/month; 12 months)	5/1/2016	4/30/2017	\$6,000
Contract Period Total:				\$18,000

Scenario 2: PCG Calculates Claims

AlloCAP™ System Quarterly Ongoing Support		Estimated Start Date	Estimated Completion Date	Cost
2-401	Input and run the quarterly claim with the AlloCAP™ software (3 Quarters of claims Q1-Q3 FY16)	10/1/2015	4/30/2016	\$68,000
2-402	Input and run the quarterly claim with the AlloCAP™ software (Q4 FY16 and Q1-Q3 of FY17)	5/1/2016	4/30/2017	\$100,000
2-403	Hosting Fees (\$500/month; 12 months)	5/1/2016	4/30/2017	\$6,000
Contract Period Total:				\$174,000

Timeframe

This section of our scope assumes one year of software support if BHDDH calculates the claims or seven quarters of claim support if PCG calculates the last quarter of FY16 and first three quarters of FY17. In addition to calculating the first three quarters in FY16 to get BHDDH up to date on all claiming, which BHDDH would need to submit for reimbursement as prior quarter adjustments. Hosting fees to cover four quarters worth of claiming (FY16 Q4 through FY17 Q3 are included in either Scenario.). PCG and EOHHS recognize that processing of FY17 Q3 (QE 3/31/17) must be finalized by 4/30/17 for federal reporting purposes, which is the expiration date of this proposed contract amendment. For ongoing use and access to the system after 4/30/17, and for additional support from PCG for processing future quarters, a contract amendment is necessary.

DOH ICR Analysis and Rate Calculation

PCG will assist DOH to perform the necessary analysis and indirect cost rate calculation to develop the FY17 rate based on FY15 actuals and the FY18 rate based on FY16 actuals.

The development of this rate will include gathering and analyzing payroll and expenditure data, assessing changes to the organizational structure, conducting interviews, and assessing any changes as a result of regulatory guidance updates. The draft rate and narrative will be reviewed with DOH to reach a final document for DOH to submit to Cost Allocation Services (CAS) for approval.

The following table provides an estimated timeline for the development of a single ICR. Additional rates, such as the FY19 based on FY17 actuals, are not included in this estimate.

ICR Analysis and Calculation – FY17		Estimated Start Date	Estimated Completion Date	Cost
101	Submit data request for organization charts payroll, expenditure, mirror billing, and additional necessary supporting data	1/1/2016	2/15/2016	
102	Conduct staff interviews	1/1/2016	2/15/2016	
103	Perform analysis of data and interviews to develop draft ICR	2/15/2016	3/31/2016	
104	Provide draft rate calculation for review	4/1/2016	4/30/2016	
105	Incorporate feedback and develop draft ICR narrative for review	5/1/2016	5/31/2016	
106	Incorporate feedback and develop final rate and narrative	6/1/2016	6/30/2016	
FY17 ICR Based on FY15 Actuals:				\$46,000
ICR Analysis and Calculation – FY18		Estimated Start Date	Estimated Completion Date	Cost
101	Submit data request for organization charts payroll, expenditure, mirror billing, and additional necessary supporting data	7/1/2016	8/15/2016	
102	Conduct staff interviews	7/1/2016	8/15/2016	

ICR Analysis and Calculation – FY17		Estimated Start Date	Estimated Completion Date	Cost
103	Perform analysis of data and interviews to develop draft ICR	8/15/2016	9/30/2016	
104	Provide draft rate calculation for review	10/1/2016	10/31/2016	
105	Incorporate feedback and develop draft ICR narrative for review	11/1/2016	11/30/2016	
106	Incorporate feedback and develop final rate and narrative	12/1/2016	12/31/2016	
FY18 ICR Based on FY16 Actuals:				\$46,000
Total for two FY ICR Calculations:				\$92,000

Timeframe

The analysis, development, review, and finalization of an ICR will take approximately six months. DOH and PCG will work to create a manageable timeframe for both parties based on when a final decision has been made and contract has been executed.

DHS Development and Implementation of AlloCAP™ and EasyRMTS™

Please note that the following language were submitted to DHS under separate scope letters. The prices in this version of the suggested contract amendment have been updated to reflect the contract end date of 4/30/17, rather than 6/30/17 as originally proposed.

PCG will assist DHS to implement our proprietary, web-hosted, automated cost allocation software solution, AlloCAP™, for DHS to process quarterly CAP claims. PCG and DHS will develop a manageable implementation timeline that will allow PCG and DHS to conduct planning meetings. These meetings will determine the functionality, reporting requirements, and chart of accounts coding structures necessary on DHS's end so that PCG can properly configure and customize our AlloCAP™ software for DHS's unique needs. Using the CAP narrative, PCG will design the cost pool structures and electronic interfaces necessary for DHS's version of the system to be able to read DHS-specific information.

From there, PCG will work with our Information Technology Development (ITD) staff to design and subsequently test the system. Once the system is ready for viewing, PCG will walk through the AlloCAP™ system onsite with DHS in order to obtain feedback and answer initial questions. PCG and ITD will then edit the web-based system according to the results of that walk through meeting and then conduct one more review session of the system with DHS staff.

PCG will create an AlloCAP™ user manual and technical documentation for DHS, which will be transferred to DHS upon implementation of the system. PCG will process the January-March 2016 quarter, assuming that DHS is able to update coding in the RIFANS and Discoverer data. This processing will be conducted in order to provide onsite training of the web-based AlloCAP™ system to DHS users and financial staff. Results produced from this processing should only be considered test results. A licensing agreement and ongoing monthly hosting fees must be in place for continued access to the AlloCAP™ system; this licensing agreement is attached to this contract amendment.

The following table lists estimated timelines for implementing AlloCAP™ for DHS.

AlloCAP™ System Development and Implementation		Estimated Start Date	Estimated Completion Date	Cost
100	Development	1/1/2016	5/15/2016	\$55,000
101	Meet with DHS to determine time frame, distribution process, adjustment needs, functionality, and reporting requirements	1/1/2016	1/15/2016	
102	Develop cost pool structure based on DHS Narrative	1/1/2016	1/31/2016	
103	Develop electronic interfaces/create background tables	1/15/2016	2/15/2016	
104	Design system	2/1/2016	3/15/2016	
105	Test system	3/15/2016	3/31/2016	
106	Show initial system to DHS	4/1/2016	4/8/2016	
107	Edit system based on DHS feedback	4/8/2016	4/20/2016	
108	Review system with DHS for any other reporting needs	4/1/2016	4/30/2016	
109	Complete User Manual and Technical Documentation	3/1/2016	5/15/2016	
200	Implementation	5/15/2016	6/30/2016	\$30,000
201	Run January-April 2016 quarter with DHS	5/15/2016	6/1/2016	
202	Provide training to DHS staff	5/15/2016	6/15/2016	
203	Transfer all documentation created for AlloCAP™ to DHS	6/15/2016	6/30/2016	
300	Hosting (starts with system development)	2/1/2016	6/30/2016	\$2,500

AlloCAP™ System Development and Implementation		Estimated Start Date	Estimated Completion Date	Cost
301	Hosting Fees (\$500/month; 5 months)	2/1/2016	6/30/2016	
Total:				\$87,500

Please note that these time frames are general and depend on both DHS and PCG availability and scheduling. If DHS chooses to pursue AlloCAP™, all steps in the above work plan are required.

Below, we have outlined RMTS work plans for the following main tasks:

1. Developing the new RMTS activities and process (based on prior interviews).
2. Standing up the new RMTS in EasyRMTS™, PCG's proprietary software tool.
3. Training workers to participate in the time study via WebEx.
4. Operating the time study in EasyRMTS™ between April 1, 2016 and March 31, 2017.

The following table represents the tasks necessary to implement the time study. The dates are illustrative and would allow PCG to finalize time study activities, set up the software, training workers, and create all appropriate documentation in time for an April 1, 2016 start. Exact dates will be updated upon signing of the contract amendment.

APPROACH		Owner	Estimated Timeframe (Assumes 1/25/16 Start Date)	
Task ID	Project Tasks		Start Date	End Date
1	<i>Replace DHS Time Study</i>		1/25/2016	3/31/2016
1.1	DHS Provides Participant Information Inclusive of Contact Information, Supervisor Information, and Core Work Hours	DHS	1/25/2016	1/29/2016
1.2	Activity Descriptions		1/25/2016	2/5/2016
1.2.1	<i>PCG Creates Draft Activity Descriptions Document</i>	PCG	1/25/2016	1/29/2016
1.2.2	<i>PCG Reviews Activity Descriptions with Participants (Focus Group)</i>	PCG	2/1/2016	2/12/2016
1.2.3	<i>DHS Reviews Activity Descriptions and Provides Feedback</i>	DHS	2/15/2016	2/19/2016
1.2.4	<i>PCG Finalizes Activity Descriptions Based on DHS Feedback</i>	PCG	2/22/2016	3/4/2016
1.2.5	<i>DHS Approves Activity Descriptions</i>	DHS	3/4/2016	3/4/2016
1.3	PCG Configures EasyRMTS™ System with Appropriate RMTS Structure, Activities, and Reports	PCG	2/15/2016	3/11/2016
1.4	PCG Sets Up Dedicated PCG Hotline and Email Address for Technical Support	PCG	2/15/2016	3/11/2016
1.5	PCG Generates and Uploads Import Files of Participants Inclusive of Contact Information, Supervisor Information, and Core Work Hours	PCG	2/15/2016	3/11/2016
1.6	PCG Inputs Holidays into EasyRMTS™ Calendar	PCG	2/15/2016	3/11/2016
1.7	PCG Generates Moments for Start of First Quarter April - June 2016)	PCG	3/14/2016	3/18/2016

APPROACH		Owner	Estimated Timeframe (Assumes 1/25/16 Start Date)	
Task ID	Project Tasks		Start Date	End Date
2	EasyRMTS™ Training		3/7/2016	3/31/2016
2.1	Training Materials (Presentation)		3/7/2016	3/11/2016
2.1.1	PCG Develops Draft Training Materials for Participants	PCG	3/7/2016	3/11/2016
2.1.2	DHS Reviews Training Materials and Provides Feedback	DHS	3/14/2016	3/16/2016
2.1.3	PCG Finalizes Training Materials Based on DHS Feedback	PCG	3/16/2016	3/18/2016
2.1.4	DHS Approves Training Materials	DHS	3/18/2016	3/18/2016
2.2	PCG Schedules 10 WebEx Training for Participants	PCG	3/7/2016	3/11/2016
2.3	PCG Schedules One (1) Onsite Administrator Training Session	PCG	3/7/2016	3/11/2016
2.4	DHS Notifies Participants of Required RMTS Training	DHS	3/11/2016	3/11/2016
2.5	PCG Conducts 10 WebEx Training Sessions with Participants	PCG	3/23/2016	3/31/2016
3	Procedure Manual		3/7/2016	3/31/2016
3.1	PCG Creates EasyRMTS™ Procedure Manual Outlining the EasyRMTS™ Features	PCG	3/7/2016	3/31/2016
5	CAP Amendment Support		3/11/2016	3/25/2016
5.1	PCG Creates Appropriate RMTS Documentation Necessary to Support the Submission by DHS of a CAP Amendment	PCG	3/11/2016	3/25/2016
5.2	DHS Reviews CAP Amendment	DHS	3/25/2016	3/30/2016
5.3	DHS Submits CAP Amendment	PCG	3/31/2016	3/31/2016

The following table outlines ongoing operational tasks, to be performed by PCG for a calendar year. PCG is able to modify this SOS after the first quarter to have DHS staff operate the time study (subject to EasyRMTS™ hosting fees and support hours) going forward. This effort would officially commence prior to January 1, 2016 in order to start the time study on that date. For illustrative purposes we have shown a full quarter of effort with dates starting in June, so you can see the necessary activities post implementation.

APPROACH		Owner	Estimated Quarterly Timeframe July - September 2016 (Example Quarter)	
Task ID	Project Tasks		Start Date	End Date
1	CAP Support		6/1/2016	6/30/2016
1.1	PCG Provides Any Necessary Documentation to Support a Cost Allocation Plan/Implementation Plan Amendment	PCG	6/1/2016	6/30/2016
1.2	DHS Submits Cost Allocation Plan/Implementation Plan Amendment and Submits and Negotiates with Cognizant Federal Agency	DHS	6/1/2016	6/30/2016
2	EasyRMTS™ Quarterly Setup		6/1/2016	6/28/2016
2.1	DHS Provides Roster Updates for Participants	DHS	6/1/2016	6/15/2016
2.2	PCG Adds or Updates Activities in the Decision-Tree Structure in EasyRMTS™	PCG	6/1/2016	6/15/2016
2.3	PCG Updates Participants, Supervisors, Work Schedule, and Calendar in EasyRMTS™	PCG	6/16/2016	6/24/2016
2.4	PCG Generates Moments (Including Subsample) Prior to the Start of the Quarter	PCG	6/27/2016	6/28/2016
3	EasyRMTS™ Training		6/13/2016	6/30/2016
3.1	PCG Updates Training Materials, as necessary	PCG	6/13/2016	6/17/2016
3.2	PCG Schedules WebEx Training for Participants	PCG	6/13/2016	6/15/2016
3.3	PCG Notifies Participants of Required RMTS Training (Quarterly New Participant Training, Annual Refresher Training)	PCG	6/16/2016	6/17/2016
3.4	PCG Conducts at least one (1) WebEx Training Session with Quarterly New Participants and 10 WebEx Training Sessions for Annual Refresher Training	PCG	6/20/2016	6/30/2016
4	EasyRMTS™ Ongoing Operation		7/1/2016	10/15/2016
4.1	PCG Hosts EasyRMTS™ System and Performs Daily System Backup	PCG	7/1/2016	9/30/2016
4.2	PCG Provides Users Daily Technical Support Through Dedicated Hotline	PCG	7/1/2016	9/30/2016
4.3	PCG Provides Users Daily Technical Support Through Dedicated Email Address	PCG	7/1/2016	9/30/2016
4.4	Moment Response Monitoring		7/1/2016	9/30/2016
4.4.1	PCG Monitors the Flow of Outbound Emails to Ensure Participants are Notified of Sample Moments	PCG	7/1/2016	9/30/2016
4.4.2	DHS Monitors Participant Moment Responses to Ensure Response is Received	DHS	7/1/2016	9/30/2016
4.5	Subsample	DHS	7/1/2016	10/15/2016
4.5.1	PCG Reviews Subsample Responses and Contacts Participants about Non-Matching Responses	PCG	7/1/2016	9/30/2016
4.5.2	PCG Provides DHS A Review of Subsample Responses Quarterly	PCG	10/3/2016	10/15/2016
4.5.3	DHS Approves Subsample Responses	DHS	10/3/2016	10/15/2016
6	EasyRMTS™ Reporting		8/3/2016	10/15/2016
6.1	PCG Provides Monthly Moment Response Reports for Review	PCG	8/3/2016	10/15/2016
6.2	PCG Generates Quarterly Moment Response Reports for Review	PCG	10/3/2016	10/15/2016
6.3	PCG Quantifies Quarterly Sample Results	DHS	10/3/2016	10/15/2016

Ongoing Support

The following three tables illustrate two operation scenarios for AlloCAP™ and one for EasyRMTS™. The first, Scenario 1, assumes that DHS calculates the quarterly claims with AlloCAP™, with PCG providing only software support. The second, Scenario 2, allows for PCG to calculate the quarterly claims through AlloCAP™ for DHS to submit for. The latter assumes that PCG would run claims for the first three quarters of FY17. The third, for EasyRMTS™, assumes that PCG operates the RMTS on DHS's behalf. As noted, both Scenarios require a monthly hosting fee of \$500/system and one licensing agreement per system for continued access to each software tool; this licensing agreement is attached to this contract amendment.

AlloCAP™ System Development and Implementation		Estimated Start Date	Estimated Completion Date	Cost
100	Development	1/1/2016	5/15/2016	\$55,000
200	Implementation	5/15/2016	6/30/2016	\$30,000
300	Hosting (starts with system development)	2/1/2016	6/30/2016	\$2,500
Total:				\$87,500

Plus one of the two scenarios below:

AlloCAP™ Scenario 1: DHS Calculates Claims

AlloCAP™ System Quarterly Ongoing Support		Estimated Start Date	Estimated Completion Date	Cost
1-401	Provide ongoing software support only	7/1/2016	4/30/2017	\$10,000
1-402	Hosting Fees (\$500/month; 10 months)	7/1/2016	4/30/2017	\$5,000
Contract Period Total:				\$15,000

AlloCAP™ Scenario 2: PCG Calculates Claims

AlloCAP™ System Quarterly Ongoing Support		Estimated Start Date	Estimated Completion Date	Cost
2-401	Input and run the quarterly claim with the AlloCAP™ software (4 Quarters of claims – Q4 of FY16, and Q1, Q2, and Q3 of FY17)	7/1/2016	4/30/2017	\$100,000

AlloCAP™ System Quarterly Ongoing Support		Estimated Start Date	Estimated Completion Date	Cost
2-402	Hosting Fees (\$500/month; 10 months)	7/1/2016	4/30/2017	\$5,000
Contract Period Total:				\$105,000

EasyRMTS™: PCG Operates RMTS

EasyRMTS™ Setup, Training, and Ongoing Operation		Estimated Start Date	Estimated Completion Date	Cost
4-401	Implement EasyRMTS™	1/25/2016	3/31/2016	\$26,208
4-402	Ongoing operation of EasyRMTS™	4/1/2016	3/31/2017	\$56,544
4-403	Hosting Fees (\$500/month; 12 months)	4/1/2016	3/31/2017	\$6,000
Contract Period Total:				\$88,752

Timeframe

This section of our scope assumes an immediate start in January 2016 with one year of AlloCAP™ support and hosting fees as well as one year of EasyRMTS™ operation and hosting fees.

Ad-hoc Consulting Assistance

PCG will provide ad-hoc consulting assistance over the course of the contract period on an hourly basis. The support will be provided on an as needed basis and will include:

- Assistance with Budget Development;
- Development of time tracking activities and allocation methods and provision of training for individuals determined to be required to track 100% of activities through the final CAP narrative or ICR processes for EOHHS, BHDDH, DOH, and DEA;
- Assistance and guidance with the development of EOHHS ISAs with DOH, DHS, and the Exchange as determined through the final CAP narrative to require support;
- Assistance with CAP amendments for EOHHS, BHDDH, and DHS;
- Guidance on federal policy and regulations; and
- Additional non-operational assistance as needed.

As part of the first option year extension, PCG suggested an ad hoc budget of \$75,000. As of the writing of this contract amendment and based on spending during the first 6 months of this year's budget, PCG anticipates spending \$65,000 on ad hoc tasks by the close of the first option year. This spend leaves a balance of approximately \$10,000 to carry into the second option year.

As part of the ad hoc budget for the second option year extension, PCG estimates that the support necessary to meet with EOHHS and discuss budget development efforts and answer ad hoc questions related to these needs would require 60 hours of effort or approximately \$15,000.

PCG also estimates that the support necessary to develop time tracking activities and allocation methods, provide training for individuals determined to be required to track 100% of activities to support CAP, ICR, or ISA procedures, and answer ad hoc questions about keeping this documentation up to date would require 120 hours of effort or approximately \$30,000.

PCG further estimates that the assistance necessary to aid EOHHS with the finalizing and updating ISAs for compliance with DCYF, DOH, DHS, and the Exchange would require 120 hours of effort or approximately \$30,000.

As a result, PCG proposes adding an additional \$65,000. Additional hours may be necessary to support other potential ad-hoc work during the next one year extension option. EOHHS and PCG will agree upon a price and work plan for each additional area of ad-hoc support prior to starting work, and hours associated with each support initiative will be billed per the below table of fully loaded hourly rates by position title for the contract period. The rates are based on the PCG fee structure, and use PCG consulting rates for fiscal year 2014 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 provided are the rates associated with the original contract.

Position Title	Fully Loaded Hourly Rate
Project Manager	\$308
Assistant Project Manager	\$216
Senior Advisor	\$260
Senior Consultant	\$260
Consultant	\$216
Business Analyst	\$168
Manager/Technical Advisor	\$260

Timeframe

PCG and EOHHS will work together to agree upon work plans for each initiative as appropriate.

ADDENDUM II – BUDGET

The following table outlines the above elements of the scope of work and cost options presented. This table is meant to provide EOHHS and the Departments with a “menu” of contract choices. Additional cost related to agencies not specified in this SOW can be provided upon request.

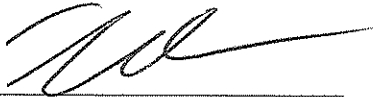
Scope of Work Element	Estimated Cost for Contract Period
EOHHS AlloCAP™ Support	
AlloCAP™ System Support and Hosting	\$18,000
BHDDH AlloCAP™ Support	
BHDDH Development and Implementation of AlloCAP™ Cost Allocation Software and Scenario 1: BHDDH Calculates Claims	<i>\$18,000</i>
<i>OR</i>	
BHDDH Development and Implementation of AlloCAP™ Cost Allocation Software and Scenario 1: PCG Calculates Claims	<i>\$174,000</i>
DOH ICR Analysis and Rate Calculation	
DOH ICR Analysis and Rate Calculation analysis and rate calculation for the FY17 and FY18 rates based on FY15 and FY16 actuals, respectively	\$92,000
DHS AlloCAP™ and EasyRMTS™	
DHS Development and Implementation of AlloCAP™ Cost Allocation Software and Scenario 1: DHS Calculates Claims	<i>\$87,500+\$15,000</i>
<i>OR</i>	
DHS Development and Implementation of AlloCAP™ Cost Allocation Software and Scenario 1: PCG Calculates Claims	<i>\$87,500+\$105,000</i>
AND	
DHS EasyRMTS™ Implementation and Ongoing Operation	\$88,752
Ad-hoc Consulting Assistance	
Consulting assistance as needed to update and maintain processes that support the CAPs and ICRs, including quarterly CAP amendments, time tracking activities, allocation methods, and training, budget development assistance, ISA drafting, and federal policy and regulatory guidance.	Addition of Not-to-Exceed \$65,000 (total balance with carry over for second option years of \$75,000)

Additional cost assumptions for this SOW are as follows.

- The SOW does not include modifications to any existing time studies or operation/administration of any time studies in place under EOHHS, DOH, BHDDH, DEA, or DHS.
- The only software tools being proposed as part of our cost and scope are three instances of the web-based AlloCAP™ tool, one for EOHHS, one for BHDDH, and one for DHS and one instance of the web-based EasyRMTS™ tool for DHS.
- PCG and EOHHS understand that any future or additional software needs would be negotiated separately from this scope of work.
- PCG and EOHHS will continue, per the original contract, with a monthly invoicing schedule.
- The PCG fee structure proposed in this SOW uses PCG consulting rates for fiscal year 2014 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 above represent PCG's "fully loaded hourly rates" and are subject to increases in future year option extensions or contract amendments.

STATE OF RHODE ISLAND

PUBLIC CONSULTING GROUP,
INC.



Wayne Hannon
Deputy Secretary
EOHHS

2/26/16

Date



William Mosakowski
Title: President
Public Consulting Group, Inc.

2/17/16

Date

PUBLIC CONSULTING GROUP, INC.
AlloCAP™ LICENSE AGREEMENT

This LICENSE AGREEMENT, including all exhibits hereto (collectively “the **Agreement**”), is entered into as of May 1, 2015 (the “**Effective Date**”), by and between Public Consulting Group, Inc., a Massachusetts corporation headquartered in Boston, MA (“**PCG**”) and the State of Rhode Island Executive Office of Health and Human Services (EOHHS) with its offices located at 57 Howard Avenue, Cranston, Rhode Island 02920 (“**Agency**”)

WHEREAS, PCG has entered into a Blanket Purchase Agreement Amendment (3376898) with the State of Rhode Island Executive Office of Health and Human Services (EOHHS) from May 1, 2015 through April 30, 2016 to develop and support EOHHS’s use of AlloCAP™ to calculate the cost allocation plan for EOHHS. A Purchase Agreement Amendment was executed prior to April 30, 2016, extending services through April 30, 2017 to support EOHHS’s continued use of AlloCAP™ to calculate the cost allocation plan results for subsequent quarters through the end date of this agreement; and

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 Effective Date and shall end one calendar year thereafter.

2.2. Renewal Term. Following the Initial Term, this Agreement shall automatically renew for successive one-year terms (each a “**Renewal Term**”), unless either party notifies the other, at least thirty (30) days prior to the end of the Initial Term or then-current Renewal Term, as the case may be, of the notifying party’s election not to renew this Agreement, whereupon this Agreement shall terminate on the last day of the Initial Term or the then-current Renewal Term, as the case may be.

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.

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.

5.2. Telephone Support. If the Agency elects to use PCG for technical support the Agency may contact PCG staff directly.

5.3. Project Support. PCG agrees to provide consulting Systems 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.

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. PCG will have sole control of the defense of any claim and all negotiations for settlement or compromise.

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.

11.4 Consequences Upon Termination. Upon the termination or expiration of this Agreement, (a) Agency's license(s) to the Software and PCG's obligations to provide the Software and Services shall immediately and automatically terminate, Agency shall cease all access to and use of the Software, and Agency shall not thereafter use, advertise, or display any PCG Intellectual Property, (b) Agency shall immediately return to PCG all PCG Intellectual Property and Confidential Information and any other property, equipment and materials provided to Agency by PCG, or immediately destroy such property at PCG's sole option, (c) each party shall promptly remove from its web site any links or other references to the other party's site, products or services, and (d) Agency shall certify its compliance with this Section to PCG in writing.

Upon the termination or expiration of this Agreement, PCG agrees that any data, files, information, and/or derivative data files and Confidential Information or information of any kind provided by Agency pursuant to this Agreement, shall not be retained by PCG. PCG shall immediately return to Agency any and all such data, files, information, and/or derivative data files and Confidential Information or information of any kind provided by Agency pursuant to this Agreement at no charge. Upon receipt of this data, Agency shall certify in writing that it has received the data provided by PCG. Upon receiving written certification from the Agency that the data has been received, PCG agrees to immediately destroy all Agency data remaining on PCG's system and provide Agency with a copy of the Certificate of Destruction, including an acknowledgment that PCG has returned any and all data to Agency and that PCG no longer holds, in any form, Agency data, no later than thirty (30) days from the date of destruction. PCG agrees that no data, files, information, and/or derivative data files and confidential information or information of any kind provided by Agency pursuant to this Agreement or copies thereof or any derivative or subsets of the above, or any manipulated records/files, and/or any parts thereof, shall be retained when the aforementioned file(s) are returned and destroyed. PCG shall ask the Agency for instructions under this paragraph if instructions have not been received after thirty (30) days after the end date of this Agreement or upon termination of this Agreement.

For the avoidance of doubt, anything that is stored by a party on routine back-up media for the purpose of disaster recovery will be subject to destruction in due course. Notwithstanding the foregoing, latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for return or destruction of Confidential Information as set forth by this paragraph. Should either party maintain Confidential Information in any of the aforementioned methods, the party's duty to keep such information confidential shall continue as to such information as otherwise provided herein.

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 the State of Rhode Island and Providence Plantations, 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.

16.11. Report Requests. Upon request PCG will provide Agency a copy of the most recently issued SOC report related to PCG's IT general controls for Agency's review. The SOC 1 report will have been issued by an independent CPA firm. The report will be provided within thirty days of the request.

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

PUBLIC CONSULTING GROUP, INC.

By: 
Signature

Amy Ferraro

Printed Name

Manager
Title

2/18/16
Date

**RHODE ISLAND EXECUTIVE OFFICE
OF HEALTH AND HUMAN SERVICES**

By: 
Signature

Wayne Hannon

Printed Name

Deputy Secretary
Title

2/26/16
Date

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