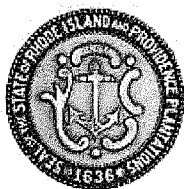


Notice of Blanket Purchase Agreement



State Of Rhode Island and Providence Plantations
Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908-5860

V E N D O R	PUBLIC CONSULTING GROUP INC 148 STATE ST 10TH FLR BOSTON, MA 02109 United States
--	---

S H I P T O	EOHHS MEDICAL ASSISTANCE HAZARD BUILDING 74 WEST ROAD CRANSTON, RI 02920 United States
--	---

Development and Implementation of a Cost Allocation Plan for EOHHS Departments	
Award Number	3547038
Revision Number	5
Effective Period	06-DEC-2017 - 31-DEC-2019
Approved PO Date	08-JUL-2019
Vendor Number	1233-iSupplier

Type of Requisition	*OTHER
Requisition Number	1497274
Change Order Requisition Number	EOHHS19028MRN027
Solicitation Number	7551453
Freight	Paid
Payment Terms	NET 30
Buyer	Francis, David
Requester Name	Nicotero, Michelle R
Work Telephone	401-462-6850

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at www.purchasing.ri.gov.

CHANGE TO PO #3547038 AGENCY DOC. ID = EOHHS 19028MRN027

CURRENT CONTRACT VALUE: \$1,337,748.00

INCREASE CONTROL VALUE: \$298,334.00

REVISED CONTROL VALUE: \$1,636,082.00

PER AGREEMENT AMENDMENT #4.

AGENCY CONTACT:
MICHELLE NICOTERO
401-462-6850

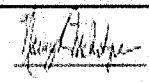
Reference Documents: 3547038.pdf

INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at <http://controller.admin.ri.gov/iSupplier/isup/index.php>

To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

STATE PURCHASING AGENT


Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
1	APA-17826 Development and Implementation of a Cost Allocation Plan for EOHHS	Each	1
2	APA-17826 Development and Implementation of a Cost Allocation Plan for DCYF	Each	1
3	APA-17826 Development and Implementation of a Cost Allocation Plan for DHS	Each	1
4	APA-17826 Development and Implementation of a Cost Allocation Plan for DOH	Each	1
5	APA-17826 Development and Implementation of a Cost Allocation Plan for HSRI	Each	1

INVOICE TO

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STATE PURCHASING AGENT


Nancy R. McIntyre

Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at: <https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

For all Purchase Orders issued on behalf of the University of Rhode Island, Community College of Rhode Island, and Rhode Island College, vendors will receive a confirming order from the respective entity prior to proceeding.

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.

b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

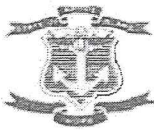
A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
Department of Administration DIVISION OF PURCHASES

RI-FANS CHANGE ORDER FORM

EMAIL CHANGE ORDERS TO: doa.purchaseorders@purchasing.ri.gov

This form is to be used for:

- Supplier Name Changes
- Cancellations to Blanket/Contract Purchase Agreements and Standard Purchase Orders.
- Line item changes, date changes and agreed amount changes to Blanket/Contract Purchase Agreements.

This form is not applicable for:

- Adding a line item or increasing a quantity on a Standard Purchase Order over \$5000.00.
(A change order requisition should be created and submitted for this type of change).
- Releases (Blanket/Contract) Should be processed as an electronic change order through RIFANS.

(ONLY 1 PURCHASE ORDER PER CHANGE ORDER FORM)

TYPE IN HERE		TYPE IN HERE	
DATE	7/2/2019	MPA NUMBER	APA-17826
PURCHASE ORDER NUMBER	3547038	SOLE SOURCE (YES/NO)	N
BID NUMBER	7551453	DELEGATED (YES/NO)	N
BUYER NAME (as it appears on the purchase order)	David Francis	GRANT (YES/NO)	N
AGENCY DOC I.D. NUMBER	EOHHS19028MRN027	GRANT/ DELEGATED PO END DATE	12/31/2019
SUPPLIER NAME	Public Consulting Group		

TYPE OF CHANGE TO BE MADE	FROM	TO
SUPPLIER NAME (include W-9 FORM and letters from companies advising of the name change)	Click or tap here to enter text. I	Click or tap here to enter text.
AGREED AMOUNT CHANGE (BLANKET/CONTRACT)	\$1,337,748.00	\$1,636,082.00
DATE CHANGE (BLANKET/CONTRACT)	06/30/2019	6/30/2019
CANCEL ENTIRE PURCHASE ORDER (Standard, Blanket/Contract Purchase Agreements) (Give justification/reason below)	YES <input type="checkbox"/> EOHHS enn	

LINE ITEM CHANGE FOR BLANKET PURCHASE AGREEMENTS:

CODES: (A) Add Line (D) Delete Line (DC) Description Change (PC) Price Change

Code	Line #	Description	Price from	Price to
		Click or tap here to enter text.		
		Click or tap here to enter text.		
		Click or tap here to enter text.		

REASON/JUSTIFICATION: Attached contract amendment #4- incorporating DCYF's time study and allocation services into this contract, previously in another contract (PO3253588) also adding \$298,334 (see attached memo).

CONTACT PERSON: Michelle Nicotero PHONE NUMBER: 401-462-6850

AUTHORIZED AGENT: Brenda Whalen Munro SIGNATURE: *Brenda Whalen*

FOR DOA PURCHASES ONLY SECTION

BUYER SIGNATURE: _____ DATE: _____

INTERDEPARTMENTAL PROJECT MANAGER SIGNATURE: *David Francis* DATE: *7/3/19*

DEPUTY/PURCHASING AGENT SIGNATURE: *Michael D. Mitchell* DATE: *7/5/19*

This form can be found on the purchasing website: www.purchasing.ri.gov in the Agency Resource Center. For complete instructions on processing change orders, visit the purchasing website www.purchasing.ri.gov Agency Resource Center/Instructions and Trainings/RIFANS Instruction Manuals.

FOURTH AMENDMENT
TO AGREEMENT NO APA-17826,
RFP 7551453
BETWEEN

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES AND

PUBLIC CONSULTING GROUP, INC.

THIS AGREEMENT ORIGINALLY ENTERED ON THE FIFTH DAY OF
DECEMBER 2017 IS HEREBY REVISED AS FOLLOWS:

The Executive Office of Health and Human Services (EOHHS or the State) and Public Consulting Group, Inc. (PCG) (collectively, the Parties), hereby enter into this Fourth Amendment to the Agreement on the *28th day of June* 2019, for the purposes of amending the original agreement previously entered into between the Parties on December 5, 2017 (the Agreement).

Whereas, PCG assists the State in the development and implementation of a cost allocation plan for EOHHS and its agencies;

Whereas, the Parties seek to amend the budget terms for this Agreement.

Now Therefore, the Parties to the Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

1. PAR. 6. BUDGET

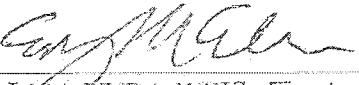
Total payment for services to be provided under this Amendment shall not exceed the total budget as detailed in revised **ADDENDUM II**, attached hereto and incorporated herein by reference. Expenditures exceeding budget line-item categories by ten percent (10%) shall not be authorized unless prior written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

2. TERMS AND CONDITIONS.

All other provisions of the Agreement are hereby ratified and confirmed in all respects and shall remain in full force and effect to the extent not expressly changed by this Amendment.

IN WITNESS WHEREOF, the parties hereto have here under 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:


By: ~~LISA VURA-WEIS~~ *Emily Zelman*
Acting Secretary

Deputy

EXECUTIVE OFFICE OF HEALTH &
HUMAN SERVICES

PUBLIC CONSULTING GROUP,

INC.

By: MARC STAUBLEY
Practice Area Director

ADDENDUM II

BUDGET

I. BUDGET NARRATIVE AND ASSUMPTIONS AFFECTING DCYF FEES

Amendment Four adds \$298,334 to previously budgeted funds supporting DCYF for this contract. EOHHS and DCYF must approve all tasks and associated budgets associated with the work under this contract.

The following assumptions are included in the budget changes totaling \$298,334. Should estimates regarding work hours change below, the budget may be negotiated, pending EOHHS and DCYF approval.

- The stated price will be in effect throughout the extension period (January 1, 2019 – December 31, 2019) and will include all efforts outlined below. If the scope needs to be modified further, an updated price will be submitted and the appropriate approvals and/or contract amendment will be secured.
- All hours are based on the following fully loaded rates:

Position Title	Fully Loaded Hourly Rate
Project Manager or PCG Manager	\$310
Associate Manager	\$294
Assistant Project Manager or PCG Senior Consultant	\$268
Senior Operations Manager	\$210
Consultant	\$235
Technical Advisor	\$210
Technical Advisor	\$184
Operations Manager	\$184
Business Analyst	\$173

- The following items are included as part of the proposed budget to support the ability of DCYF to leverage federal reimbursement for activities supporting the Department's operations:
 - Residential Provider Time Study
 - Prepare time study training materials and finalize with DCYF.
 - Meet with DCYF and provider representatives to prepare for the time study.
 - Conduct training to contacted residential providers, including up to four face-to-face trainings and up to four web-ex trainings (for in and out of state providers).
 - Forward electronic materials to all provider sites.
 - Conduct an annual two-week time study by monitoring providers during the time study period.
 - Collect paper time study materials.

- Tabulate and develop time study percentages based on treatment, room and board, education and administration activities for the Department to use to claim for appropriate costs.
 - Provide consultation to the Department in the use of the results.
 - Maintain documentation related to the time study.
- Provide Quality Assurance Review for Title IV-E, Update Process Documentation and Managing Ongoing Eligibility – The Provider will maintain a quality control process and ongoing management of compliance of eligibility determinations for Title IV-E program.
- Quality Control
 - Work with the Department at specified periods each month to review Title IV-E determinations supported by project leadership and technical advisors.
 - Review 30 percent of foster care monthly determinations and 20 percent of redeterminations for experienced eligibility technicians and 100 percent for any new eligibility technicians.
 - For Adoption and Guardianship Assistance review approximately 5-10 cases per month.
 - In consultation with the Department this quality control will include a focused review of high-risk areas based on identified trends.
 - Provide report of findings regarding any critical and procedural errors and providing technical assistance.
 - Federal Title IV-E Reviews
 - Review 100 percent of eligibility cases determined in the period under review (PUR).
 - Assist the Department in communication and documentation requests from Administration of Children and Families (ACF).
 - Assemble paper audit files for the sample.
 - Assist the Department on-site during the federal review.
 - Provide technical assistance and support to the Department after the federal review.
- General Consulting
- In consultation with DCYF and EOHHS, PCG will:
- Provide consultation for revenue opportunities around Title IV-E, Medicaid or other identified federal funding sources.
 - Provide consultation of federal legislation planning and/or implementation.

II. WORKPLANS AND FEES

PCG has provided the workplan with tasks and associated hours for each new scope below. If the scope of work varies from the work plans and above assumptions, or if additional hours are needed, PCG will work with EOHHS and DCYF to modify this agreement.

Title IV-E Residential Time Study, and Consulting Tasks related to the DCYF:

Task	Staff Hours
Residential Time Study	150
Title IV-E	1,152
General Consulting	260
Total Hours	1,562

State of Rhode Island and Providence Plantations
Rhode Island Department of Children, Youth and Families



As active members of the community, we share a vision that all children, youth and families
reach their fullest potential in a safe and nurturing environment

Memorandum

From: Kayleigh Pratt, Chief Financial Officer, DCYF *KP*
To: David Francis, Interdepartmental Project Manager, Division of Purchases
Re: Amendment to EOHHS Cost Allocation Contract with PCG
cc: Bob Farley, Associate Director Management Services, EOHHS
Date: June 26, 2019

The Department of Children, Youth and Families (DCYF) and the Executive Office of Health and Human Services (EOHHS) seek to amend the EOHHS Cost Allocation Contract with Public Consulting Group, Inc. (PCG) by incorporating certain cost allocation related components of work currently residing within the DCYF-only contract that is also with PCG (award number 3253588). Subsuming all of DCYF's cost allocation scope of work into the EOHHS-wide Cost Allocation Contract would also result in better efficiency.

The specific activities include:

- **Residential Time Study:** Administration of an annual residential time study, which supports the department's Medicaid and Title IV-E claiming methodology of congregate care services.
- **Title IV-E:** Quality control efforts and audit prep work to ensure the department is adhering to Title IV-E eligibility and claiming requirements within the Federal Benefits Unit at DCYF. This is also a critical component to supporting the department's federal claiming opportunities as it relates to Title IV-E.
- **General Consulting:** Lastly, the scope of work provides for a dedicated pool of general consulting hours. Typically, these hours are not needed unless something change either in terms of the department's operations and additional PCG support is needed as it relates to supporting federal claiming or policies change at the federal level as it relates to DCYF's Cost Allocation Plan and PCG's support is needed.

At the time the RFP was being developed for the EOHHS-wide Cost Allocation Contract, DCYF was exploring opportunities to bring certain cost allocation related financial management activities, where feasible, in-house. Due to the desire to bring work in-house, it was determined that the activities (residential time study, Title IV-E quality control, and federal revenue maximization general consulting) would be excluded from the RFP for the EOHHS-wide Cost Allocation Contract. Unfortunately, due to staffing constraints, DCYF is unable to bring additional activities into the Management and Budget division within the department at this time. However, consistent with the existing EOHHS-wide Cost Allocation Contract and scope of work pertinent to DCYF, the department will work with PCG to continue exploring what would be necessary to bring federal revenue maximization efforts in house over time.

For your awareness, DCYF has maintained a contract with PCG for federal revenue maximization efforts since January 2011. It would be most logical and efficient for the department to continue these activities with PCG and to align with all EOHHS agencies under the existing EOHHS-wide Cost Allocation Contract.

Agency Doc. ID = EOHHS 19028MRN027

PO# 3547038 Public Consulting Group

To Supplier Attachment:

Current Contract Value: \$ 1,337,748.00

Increase Control Value: \$ 298,334.00

Revised Control Value: \$ 1,636,082.00

Per agreement amendment #4 .