

**Sole Source Contract
between the
State of Washington
Office of Financial Management
and
Public Consulting Group**

This Contract is made and entered into by and between the state of Washington, Office of Financial Management, hereinafter referred to as the "**AGENCY**", and the below named firm, hereinafter referred to as "**CONTRACTOR**."

Contractor Name:	Public Consulting Group
Address:	148 State Street
City, State, Zip Code:	Boston, MA 02109
Phone:	617-717-1169
E-mail:	kcrowley@pcgus.com
WA State UBI Number:	

BACKGROUND

Children, Youth and Family Services

The Blue Ribbon Commission ("Commission") on the Delivery of Services to Children and Families was established by executive order in 2016. The Commission was directed to recommend an organizational structure for a new department focused solely on children and families. A final report recommended that functions performed by the Department of Social and Health Services Children's Administration and Rehabilitation Administration and the Department of Early Learning be integrated within a new state agency.

Department of Social & Health Services

The Department of Social and Health Services ("DSHS") was established in 1970 and was intended to integrate and coordinate activities involving the provision of care for individuals who, as a result of their economic, social, or health condition, require financial assistance, institutional care, rehabilitation, or other social and health services. DSHS consists of seven program area administrations: Aging and Long-Term Support Administration; Behavioral Health Administration; Children's Administration; Developmental Disabilities Administration; Economic Services Administration; Financial Services Administration; and Rehabilitation Administration.

Among other responsibilities, the Children's Administration ("CA") responds to allegations of abuse and neglect, offers child welfare services to families, licenses foster homes, screens allegations of abuse and neglect and determines whether a child welfare response is necessary, and, if so, the appropriate response. If a child abuse or neglect allegation meets the criteria for a response, the case is assigned to either Child Protective Services ("CPS"), the Family Assessment Response program, or to the Division of Licensing

Resources. Serious allegations of child abuse or neglect will receive a CPS investigation within 24 hours. Allegations with low to moderately low risk of child abuse or neglect will receive a response from CPS or the Family Assessment Response program within 72 hours. The CA offers voluntary services to parents through the Family Voluntary Services program. The CA may also seek court intervention to approve out-of-home placement for children, request that parents engage in services to correct parental deficiencies, and to terminate parental rights in cases where parents do not correct their deficiencies.

The Rehabilitation Administration (“RA”) has responsibility for the Division of Vocational Rehabilitation, Juvenile Rehabilitation (JR), the Office of Juvenile Justice (OJJ), and the Special Commitment Center. The JR serves youth committed to custody by county courts for periods of incarceration lasting longer than 30 days in three facilities: Echo Glen, Green Hill, and Naselle Youth Camp. The OJJ is responsible for monitoring the state's compliance with the federal Juvenile Justice and Delinquency Prevention Act and providing support for the Washington State Partnership Council on Juvenile Justice.

Department of Early Learning

The Department of Early Learning (“DEL”) was created by the Legislature in 2006 and has the duty to implement early learning programs including licensing centers and family home child care programs, the Early Achievers quality rating and improvement system, and the Early Childhood Education and Assistance Program. DEL also partners with Thrive Washington to provide home visiting services, provides community grants and public awareness to prevent abuse and neglect, administers the Medicaid Treatment Child Care program, oversees the Early Support for Infants and Toddlers program, and sets policy for the Working Connection Child Care and Seasonal Child Care and Homeless Child Care subsidy programs.

The DEL also adopts licensing standards for childcare and early education programs. The licensing standards must provide minimum requirements for health and safety, address quality, consider the different needs of family care providers and childcare centers, and promote the continued safety of childcare settings.

Children, Youth and Family Services

Based upon the Commission’s final recommendation report, Second Engrossed Second Substitute Bill 1661, Chapter 6, Laws of 2017, creates the Department of Children, Youth, and Families (“DCYF”) and makes the following statutory changes:

- 1) Eliminates the DEL and transfers the authority and functions performed by the DEL to the newly created DCYF effective July 1, 2018;
- 2) Transfers the authority and functions performed by the CA to the newly created DCYF effective July 1, 2018;
- 3) Transfers the authority and Juvenile Justice functions performed by the RA to the newly created Department of Children, Youth and Families effective July 1, 2019.

The intent of creating the DCYF is to improve the delivery of services and outcomes for children and families by 1) integrating early learning, child welfare, and juvenile justice programs in a single service continuum governed by a single agency; 2) minimizing or

eliminating systemic barriers to effective integrated services across state agencies serving children, youth, and families; and 3) creating a data-focused environment in which performance outcomes are aligned and accountability for those outcomes are shared. Progress will be measured in 8 key areas: 1) improving child development and school readiness, 2) preventing child abuse and neglect, 3) improving child and youth safety, permanency, and well-being, 4) improving reconciliation of children and youth with their families, 5) improving adolescent outcomes, 6) reducing future demand for mental health and substance use disorder treatment, 7) reducing criminal justice involvement and recidivism, and 8) reducing racial and ethnic disproportionality and disparities.

Behavioral Health Integration

Current State law requires the Health Care Authority (“HCA”) and the DSHS to fully integrate Medicaid purchasing for physical health, mental health and substance use disorder treatment by January 1, 2020. Integrated care to treat the whole person has been proven to improve health outcomes and there is broad community support for both integrated Medicaid purchasing and an integrated health care system.

As the state of Washington continues to implement behavioral health integration, so must our state agencies integrate in order to operate most efficiently to serve the physical and behavioral health needs of more than 1.8 million Apple Health (Medicaid) enrollees. The responsibility for oversight, purchasing, and management of Washington State's community behavioral health system is currently split between the DSHS , which is the state's behavioral health authority, and the HCA, which is the state Medicaid single state agency responsible for state health care purchasing. In addition, responsibility for licensing and certification of behavioral health providers and facilities is currently split, with the DSHS regulating some behavioral health providers and the Department of Health (“DOH”) regulating others.

It is the intent of the executive branch to align state agency programs to foster successful behavioral health integration. Work will continue with state agencies and the Washington State Legislature to make the following statutory changes:

- 1) Transfer the authority and community mental health functions performed by the Behavioral Health Administration within the DSHS to the HCA effective July 1, 2018;
- 2) Transfer the authority and licensing functions performed by the Behavioral Health Administration from within the DSHS to the DOH effective July 1, 2018.

PURPOSE

As functional responsibilities are realigned among state agencies, it is imperative that great effort be taken to maintain federal reimbursement for allowable services, if not an increase in federal reimbursement. Equally important, management of federal funds across state agencies must be structured to the extent that federal claiming and projection of federal funds is transparent and less labor intensive.

Substitute Senate Bill 5883, Section 130(6), Chapter 1, Laws of 2017 provides funding for the Office of Financial Management to contract with a cost allocation consultant to perform a comprehensive funding assessment concluding in successful submission of cost allocation plans.

A comprehensive assessment shall include: an assessment of staff functions; administrative and service claiming requirements and opportunities; budgeting and funding options; assistance with the development of cost allocation narratives for the DCYF, the DEL , the HCA , and the DSHS; and, assistance with the determination of the amount of administrative funding to be transferred between appropriations that support implementation of Engrossed Second Substitute House Bill 1661, which creates a new state agency named the Department of Children, Youth, and Families.

A comprehensive assessment requires professional services in the following areas:

- Identification and cataloging of the functions performed by the DCYF, the DSHS , and the HCA;
- Reviewing all current funding sources and identifying and outlining funding sources for functional areas across agencies;
- Using catalogued functions, determining administrative and direct service claiming requirements and opportunities;
- Assisting the Office of Financial Management and agencies in preparing models, projections, and estimates in order to inform the Governor's 2018 Supplemental Budget request;
- Conducting interviews to support cost allocation plan development and reviewing the new DCYF cost allocation plan narrative, drafted by agency staff, to be submitted by March 31, 2018, and effective July 1, 2018
- Conducting interviews to support cost allocation plan development and review the new DSHS cost allocation plan narrative, drafted by agency staff, to be submitted by March 31, 2018 and effective July 1, 2018
- Conducting interviews to support cost allocation plan development and review the HCA cost allocation plan narrative, drafted by agency staff, to be submitted by March 31, 2018 and effective July 1, 2018

SCOPE OF WORK

- A. Exhibit A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.
- B. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in Exhibit B, Comprehensive Funding Assessment and Cost Allocation Plan Recommendations, attached hereto and incorporated by reference.
- C. The CONTRACTOR shall produce written reports or other written documents (deliverables) as set forth in Exhibit B, attached hereto and incorporated by reference.

- 1) A comprehensive funding assessment recommendation report that addresses all project areas, to include:
 - A catalog of function performed within the DEL, the HCAy, the DSHS, and the DCYF.
 - A catalog of current funds and funding sources and an outline of funding sources for functional areas performed within the DEL, the HCA, the DSHS, and the DCYF.
 - A determination of administrative and direct service claiming requirements and opportunities within the DEL, the HCA, the DSHS, and the DCYF.
- 2) All written reports and deliverables required under this contract must be delivered to Richard Pannkuk, contract manager, in accordance with Exhibit B.
- 3) All written reports must comply with Exhibit C, The Office of Financial Management, Style, Design and Graphics Guidelines for Contractors.

PERIOD OF PERFORMANCE

The period of performance under this contract will be from September 18, 2017, or date of execution, whichever is later, through June 30, 2018.

DES FILING REQUIREMENT

The provisions of Chapter 39.26 RCW require the agency to file this sole source contract with the Department of Enterprise Services (DES) for approval. No contract so filed is effective nor shall work commence under it until the tenth (10th) working day following the date of filing subject to DES approval.

COMPENSATION/DELIVERABLES

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract shall not exceed three-hundred forty-thousand dollars (\$340,000.00), including all travel and per diem expenses.

CONTRACTOR'S compensation for services rendered shall be in accordance with the following deliverables:

- A. \$188,000.00 upon satisfactory completion of a comprehensive funding assessment report, due November 6, 2017.
- B. \$62,000.00 upon satisfactory completion and submission of a Department of Children, Youth and Families cost allocation plan, due March 31, 2018.
- C. \$44,000.00 upon satisfactory completion and submission of a Department of Social and Health Services cost allocation plan, due March 31, 2018.

- D. \$46,000.00 upon satisfactory completion and submission of a Health Care Authority cost allocation plan, due March 31, 2018.

Expenses

CONTRACTOR shall receive reimbursement for travel and other expenses as authorized in advance by the AGENCY as reimbursable. Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Compensation for travel expenses shall be made at current state of Washington reimbursement rates (State Administrative & Accounting Manual Section 10.90 <http://www.ofm.wa.gov/policy/10.90.htm>).

BILLING PROCEDURES AND PAYMENT

AGENCY will pay CONTRACTOR upon acceptance of deliverables as provided below:

- A. \$188,000.00 upon satisfactory completion of a comprehensive funding assessment report, due November 6, 2017.
- B. \$62,000.00 upon satisfactory completion and submission of a Department of Children, Youth and Families cost allocation plan, due March 31, 2018.
- C. \$44,000.00 upon satisfactory completion and submission of a Department of Social and Health Services cost allocation plan, due March 31, 2018.
- D. \$46,000.00 upon satisfactory completion and submission of a Health Care Authority cost allocation plan, due March 31, 2018.

The invoices shall describe and document, to the AGENCY'S satisfaction, a description of the deliverable, the progress of the project, and fees. The invoice shall include the contract reference number K2182. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by the AGENCY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

The AGENCY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AGENCY.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

CONTRACTOR Contract Manager	AGENCY Contract Manager
<p>Katie Crowley Public Consulting Group 148 State Street, Floor #10 Boston, MA 02109</p> <p><i>Phone</i> : (617) 717-1169 <i>Fax</i>: (617) 426-4632 <i>Email address</i>: kcrowley@pcgus.com</p>	<p>Richard Pannkuk Office of Financial Management Insurance Building, Suite 300 Olympia, WA 98504-3113</p> <p><i>Phone</i>: (360) 902-0539 <i>Fax</i>: (360) 902-0680 <i>Email address</i>: Richard.pannkuk@ofm.wa.gov</p>

INSURANCE

The CONTRACTOR shall provide insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

1. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence.

Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

2. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

3. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies.

All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give AGENCY thirty (30) calendar days advance notice of any insurance cancellation.

CONTRACTOR shall submit to AGENCY within fifteen (15) calendar days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in the *Insurance* section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

ASSURANCES

AGENCY and the CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic contract instrument
3. Exhibit A – General Terms and Conditions
4. Exhibit B – Comprehensive Funding Assessment and Cost Allocation Recommendations
5. Exhibit C – The Office of Financial Management, Style, Design, and Graphics Guidelines for Contractors
6. Any other provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

This contract shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

PUBLIC CONSULTING GROUP

OFFICE OF FINANCIAL MANAGEMENT

Signature

Roselyn Marcus

Title

Date

Assistant Director

Legal & Legislative Affairs

Date

Contractor Information:

Did you retire from a Department of Retirement Systems (DRS) covered employer under the Early Retirement Factors (ERF) 2008?

Yes No

Is your business a Small, Mini, or Micro Business, per RCW 39.26.101?

Yes No

Small Business means an in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that:

(a) Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either:

(I) Fifty or fewer employees; or

(II) A gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the department of revenue over the previous three consecutive years; or

(b) Is certified with the office of women and minority business enterprises under chapter 39.19 RCW

Mini Business means any business entity, including a sole proprietorship, corporation, partnership, or other legal entity, that:

(a) Is owned and operated independently from all other businesses; and

(b) has a gross revenue of less than three million dollars, but one million dollars or more annually as reported on its federal tax return or on its return filed with the department of revenue.

Micro business means any business entity, including a sole proprietorship, corporation, partnership, or other legal entity, that:

(a) Is owned and operated independently from all other businesses; and

(b) has a gross revenue of less than one million dollars annually as reported on its federal tax return or on its return filed with the department of revenue.

**EXHIBIT A -
GENERAL TERMS AND CONDITIONS**

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- a. "AGENCY" shall mean the Office of Financial Management of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- b. "AGENT" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- c. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.
- d. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

2. ACCESS TO DATA

In compliance with RCW 39.26.180(2), the CONTRACTOR shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the CONTRACTOR'S reports, including computer models and methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

4. AMENDMENTS

With the exception of administrative changes, this contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. In the case of administrative changes, both parties agree that changes can be memorialized by letter.

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the CONTRACTOR without prior written consent of the AGENCY.

7. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

8. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The CONTRACTOR shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law.

9. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the AGENCY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of the AGENCY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

10. COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right,

title, and interest in materials, including all intellectual property rights, to the AGENCY effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, CONTRACTOR hereby grants to the AGENCY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the AGENCY.

The CONTRACTOR shall exert all reasonable effort to advise the AGENCY, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any data delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

11. COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for securing business.

The AGENCY shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

12. DEBARMENT: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- a. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
- 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-year period preceding this Contract, 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 or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - 4) Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- b. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- c. The Contractor agrees by signing this Contract that 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 AGENCY.
- d. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- 1) The lower tier contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - 2) Where the lower tier contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact AGENCY for assistance in obtaining a copy of these regulations.

13. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

14. DISPUTES

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

- a. The request for a dispute hearing must:
 - Be in writing;
 - State the disputed issue(s);
 - State the relative positions of the parties;
 - State the CONTRACTOR'S name, address, and contract number; and
 - Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working days after the parties agree that they cannot resolve the dispute.
- b. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working days.
- c. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary by notifying the parties.

- d. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

15. DUPLICATE PAYMENT

The AGENCY shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

16. GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

17. INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

CONTRACTOR'S obligations to indemnify, defend, and hold harmless includes any claim by CONTRACTORS' agents, employees, representatives, or any subcontractor or its employees.

CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to CONTRACTOR'S or any subcontractor's performance or failure to perform the contract. CONTRACTOR'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

18. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this contract. The CONTRACTOR and his or her employees or agents performing under this contract are not

employees or agents of the AGENCY. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of the AGENCY or of the State of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

19. INDUSTRIAL INSURANCE COVERAGE

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, AGENCY may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. The AGENCY may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by the AGENCY under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

20. LICENSING, ACCREDITATION AND REGISTRATION

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

21. LIMITATION OF AUTHORITY

Only the AGENT or AGENT'S delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the AGENT.

22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the CONTRACTOR'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the AGENCY. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

23. NONDISCRIMINATION

During the performance of this contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies.

24. PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the AGENCY for any damages related to the CONTRACTOR'S unauthorized use of personal information.

25. PUBLICITY

The CONTRACTOR agrees to submit to the AGENCY all advertising and publicity matters relating to this contract wherein the AGENCY'S name is mentioned or language used from which the connection of the AGENCY'S name may, in the AGENCY'S judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of the AGENCY.

26. RECORDS MAINTENANCE

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

27. REGISTRATION WITH DEPARTMENT OF REVENUE

The CONTRACTOR shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

28. RIGHT OF INSPECTION

The CONTRACTOR shall provide right of access to its facilities, which support the services provided in this contract, to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times with reasonable notice not to be less than five (5) working days unless exigent circumstances exist, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

29. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

30. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

31. SITE SECURITY

While on AGENCY premises, CONTRACTOR, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

32. SUBCONTRACTING

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Department for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

33. TAXES

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

34. TERMINATION DUE TO CHANGE IN FUNDING

If the funds OFM relied upon to establish this Contract are withdrawn or reduced, or if additional or modified conditions are placed on such funding, OFM may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

35. TERMINATION FOR CAUSE

In the event the AGENCY determines the CONTRACTOR has failed to comply with the conditions of this contract in a timely manner, the AGENCY has the right to suspend or terminate this contract. Before suspending or terminating the contract, the AGENCY shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the CONTRACTOR shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

The AGENCY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by the AGENCY to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

36. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, the AGENCY may, by 10-calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the AGENCY shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

37. TERMINATION PROCEDURES

Upon termination of this contract, the AGENCY, in addition to any other rights provided in this contract, may require the CONTRACTOR to deliver to the AGENCY any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AGENCY shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY, and the amount agreed upon by the CONTRACTOR and the AGENCY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the AGENCY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The AGENCY may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability.

The rights and remedies of the AGENCY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the CONTRACTOR shall:

- a. Stop work under the contract on the date, and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- c. Assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;

- f. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
- g. Take such action as may be necessary, or as the AGENT may 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 AGENCY has or may acquire an interest.

38. TREATMENT OF ASSETS

- a. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AGENCY upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.
- b. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.
- c. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- d. If any AGENCY property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.
- e. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract
- f. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

39. U.S. Department of Treasury, Office of Foreign Assets Control

The agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations,

which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at <http://www.treas.gov/offices/enforcement/ofac/index.html>. Compliance with OFAC payment rules ensures that the agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the agency will download the current OFAC SDN file and compare it to agency and statewide vendor files. In the event of a positive match, the agency reserves the right to: (1) make a determination of “reasonability” before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the contractor in writing and terminate the contract according to the Termination for Convenience provision without making payment. The agency will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

40. WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the AGENCY.

**Exhibit B - Comprehensive Funding Assessment and Cost Allocation Plan
Recommendation Deliverables**

Office of Financial Management Comprehensive Funding Assessment and Cost Allocation Recommendations		Estimated Timeframe	
Item No.	Deliverables and Tasks	Start Date	End Date
i	Project Kickoff and Project Management	9/8/2017	10/31/2017
i.i	Schedule and conduct project kickoff conference call.	9/8/2017	9/8/2017
i.ii	Finalize work plan, deliverables, and timeframes.	9/9/2017	9/8/2017
i.iii	Confirm key stakeholders and contacts, and determine communication plan.	9/8/2017	9/8/2017
i.iv	Schedule regularly occurring status report conference calls.	9/8/2017	9/8/2017
i.v	Provide data requests.	9/11/2017	9/14/2017
i.vi	Determine onsite meeting schedule to interview staff and conduct ongoing status meetings with OFM.	9/8/2017	10/31/2017
1	Identify and catalog functions performed within the Department of Children, Youth and Families, Health Care Authority, the Department of Early Learning, and Department of Social and Health Services	9/14/2017	10/11/2017
1.1	Review all data request items received from each agency.	9/14/2017	9/18/2017
1.2	Conduct onsite meetings and interviews with programmatic and financial staff.	9/20/2017	10/4/2017
1.3	Document and formally catalog functions performed and state and federal programs administered within the agencies.	9/20/2017	10/11/2017
2	Review all current funds and funding sources and identify and outline funding sources for functional areas	9/14/2017	10/20/2017
2.1	Review all data request items received from OFM and the agencies.	9/14/2017	9/18/2017
2.2	Conduct onsite meetings and interviews with OFM and DCYF, HCA, and DSHS staff (Note: Task 2.2 to be completed in conjunction with Task 1.2).	9/20/2017	10/4/2017

Office of Financial Management Comprehensive Funding Assessment and Cost Allocation Recommendations		Estimated Timeframe	
Item No.	Deliverables and Tasks	Start Date	End Date
2.3	Conduct meetings and interviews with financial staff and other identified stakeholders as related to current and potential funding sources and current administrative and service claiming processes and procedures.	10/4/2017	10/13/2017
2.4	Document current funding mechanisms and identify other funding sources for functions performed and services provided by each agency. Identify existing and new federal funding sources using the catalog of functions developed in Task 1.3.	10/4/2017	10/20/2017
3	Using cataloged functions, determine administrative and direct service claiming requirements and opportunities	10/20/2017	11/3/2017
3.1	Using data collected in Tasks 1 and 2, determine direct service and administrative claiming requirements specific to programs and services delivered and by programmatic areas. Identify opportunities for OFM and the agencies to appropriately enhance claiming efforts for services provided and supported within each agency.	10/20/2017	11/3/2017
3.2	Document findings and recommendations related to service and administrative claiming requirements and opportunities.	10/20/2017	11/3/2017
4	Assist the OFM to prepare models and projections for the Governor's Proposed 2018 Supplemental Budget	9/14/2017	11/6/2017
4.1	Review data received from OFM and from each agency.	9/14/2017	10/22/2017
4.2	Conduct meetings with OFM and agencies (as needed) to review available financial data, determine budget needs, identify potential budgeting models and practices. (Note: Task 4.2 to be completed in conjunction with Task 2.3).	9/8/2017	10/13/2017
4.3	Work with OFM to develop required budget submission documentation.	9/22/2017	10/20/2017
4.4	Assist the OFM with budget submission.	10/20/2017	11/6/2017
5	Provide a comprehensive funding assessment report that addresses all project areas	10/20/2017	11/6/2017
5.1	OFM reviews draft report and return edits to PCG.	10/20/2017	10/27/2017
5.2	Update draft report to incorporate the OFM's feedback, as needed.	10/27/2017	11/2/2017
5.3	Submit final review and recommendations report.	11/2/2017	11/6/2017

**Exhibit B - Comprehensive Funding Assessment and Cost Allocation
Plan Recommendation Deliverables**

Office of Financial Management CAP Assistance - Department of Children, Youth and Families (DCYF)		Estimated Timeframe (Assumes 8/28/17 Contract Start)	
Item No.	Deliverables and Tasks	Start Date	End Date
i	Project Kickoff and Project Management	11/1/2017	3/31/2018
i.i	Schedule and conduct project kickoff conference call.	11/1/2017	11/10/2017
i.ii	Finalize work plan, deliverables, and timeframes.	11/1/2017	11/10/2017
i.iii	Confirm key stakeholders and contacts, and determine communication plan.	11/1/2017	11/10/2017
i.iv	Schedule regularly occurring status report conference calls.	11/1/2017	11/10/2017
i.v	Submit data requests.	11/13/2017	11/13/2017
i.vi	Determine onsite meeting schedule to interview staff and conduct ongoing status meetings with OFM and DCYF.	11/1/2017	3/31/2018
1	Review Existing/Available Cost Allocation Documentation	11/20/2017	12/20/2017
1.1	Review applicable cost allocation data request items including organizational charts, job descriptions, payroll and expenditure data, and other cost allocation related documentation.	11/20/2017	12/15/2017
1.2	Conduct interviews, as needed, with DCYF staff to solidify understanding of functions performed. <i>Note: DCYF staff responsible for developing CAP narrative must attend interviews.</i>	11/27/2017	12/1/2017
1.3	Submit report with a summary of CAP data review and staff interviews to support DCYF in developing the CAP narrative.	12/20/2017	12/20/2017
2	Review Existing/Available Time Study Processes	11/20/2017	12/20/2017
2.1	Review existing time study/RMTS process documentation to include policies, procedures, system documentation, quarterly reports, internal controls, and quality assurance tools.	11/20/2017	12/15/2017

Office of Financial Management CAP Assistance - Department of Children, Youth and Families (DCYF)		Estimated Timeframe (Assumes 8/28/17 Contract Start)	
Item No.	Deliverables and Tasks	Start Date	End Date
2.2	Assess current time study/RMTS processes for operational deficiencies and develop recommendations to be included in the report/deliverable outlined in task 1.3.	11/20/2017	12/15/2017
3	Review Draft CAP Narrative and Assist with Negotiation for Approval	1/26/2018	3/31/2018
3.1	Review draft CAP narrative developed by DCYF staff.	1/26/2018	2/23/2018
3.2	Submit proposed edits and feedback to the CAP narrative to OFM and DCYF.	2/23/2018	2/23/2018
3.3	Review CAP submission materials with DCYF and OFM in order for DCYF to submit to Cost Allocation Services (CAS) and the Administration for Children and Families (ACF) for review and approval.	3/1/2018	3/31/2018
3.4	Assist DCYF with negotiation for approval.	3/31/2018	Ongoing
4	Project Closure	3/15/2018	3/31/2018
4.1	Receive OFM and DCYF sign off on all deliverables. Transfer any documentation created to DCYF and OFM.	3/15/2018	3/31/2018

**Exhibit B - Comprehensive Funding Assessment and Cost Allocation
Plan Recommendation Deliverables**

Office of Financial Management CAP Assistance - Department of Social and Health Services (DSHS)		Estimated Timeframe (Assumes 8/28/17 Contract Start)	
Item No.	Deliverables and Tasks	Start Date	End Date
i	Project Kickoff and Project Management	11/1/2017	3/31/2018
i.i	Schedule and conduct project kickoff conference call.	11/1/2017	11/10/2017
i.ii	Finalize work plan, deliverables, and timeframes.	11/1/2017	11/10/2017
i.iii	Confirm key stakeholders and contacts, and determine communication plan.	11/1/2017	11/10/2017
i.iv	Schedule regularly occurring status report conference calls.	11/1/2017	11/10/2017
i.v	Submit data requests.	11/17/2017	11/17/2017
i.vi	Determine onsite meeting schedule to interview staff and conduct ongoing status meetings with OFM and DSHS.	11/1/2017	3/31/2018
1	Review Current Cost Allocation Plan Narrative and Supporting Documentation	11/27/2017	1/10/2018
1.1	Review applicable cost allocation data request items including organizational charts, job descriptions, payroll and expenditure data, and other cost allocation related documentation.	11/27/2017	12/22/2017
1.2	Conduct interviews, as needed, with DSHS staff to solidify understanding of functions performed. <i>Note: DSHS staff responsible for revising CAP narrative must attend interviews.</i>	12/18/2017	12/22/2017
1.3	Submit report with a summary of CAP data review and staff interviews to support DSHS in developing the CAP narrative.	1/10/2018	1/10/2018
2	Review Current Time Study/RMTS Process	11/27/2017	12/22/2017
2.1	Review existing time study/RMTS process documentation to include policies, procedures, system documentation, quarterly reports, internal controls, and quality assurance tools.	11/27/2017	12/22/2017
2.2	Assess current time study/RMTS processes for operational deficiencies and develop recommendations to be included in the report/deliverable outlined in task 1.3.	11/27/2017	12/22/2017
3	Review CAP Narrative Revisions and Amendment and Assist with Negotiation for Approval	2/14/2017	3/31/2018
3.1	Review revisions made to CAP narrative and draft amendment letter prepared by DSHS staff.	2/14/2018	2/28/2018
3.2	Submit proposed edits and feedback to the CAP narrative to OFM and DSHS.	2/28/2018	2/28/2018

Office of Financial Management CAP Assistance - Department of Social and Health Services (DSHS)		Estimated Timeframe (Assumes 8/28/17 Contract Start)	
Item No.	Deliverables and Tasks	Start Date	End Date
3.3	Review CAP submission materials with DSHS and OFM in order for DSHS to submit to Cost Allocation Services (CAS) for review and approval.	3/15/2018	3/31/2018
3.4	Assist DSHS with negotiation for approval.	3/31/2018	Ongoing
4	Project Closure	3/15/2018	3/31/2018
4.1	Receive OFM and DSHS sign off on all deliverables. Transfer any documentation created to DSHS and OFM.	3/15/2018	3/31/2018

**Exhibit B - Comprehensive Funding Assessment and Cost Allocation
Plan Recommendation Deliverables**

Office of Financial Management CAP Assistance - Health Care Authority (HCA)		Estimated Timeframe (Assumes 8/28/17 Contract Start)	
Item No.	Deliverables and Tasks	Start Date	End Date
i	Project Kickoff and Project Management	11/1/2017	3/31/2018
i.i	Schedule and conduct project kickoff conference call.	11/1/2017	11/10/2017
i.ii	Finalize work plan, deliverables, and timeframes.	11/1/2017	11/10/2017
i.iii	Confirm key stakeholders and contacts, and determine communication plan.	11/1/2017	11/10/2017
i.iv	Schedule regularly occurring status report conference calls.	11/1/2017	11/10/2017
i.v	Submit data requests.	11/17/2017	11/17/2017
i.vi	Determine onsite meeting schedule to interview staff and conduct ongoing status meetings with OFM and HCA.	11/1/2017	3/31/2018
1	Review Current Cost Allocation Plan Narrative and Supporting Documentation	11/27/2017	1/17/2018
1.1	Review applicable cost allocation data request items including organizational charts, job descriptions, payroll and expenditure data, and other cost allocation related documentation.	11/27/2017	12/29/2017
1.2	Conduct interviews, as needed, with HCA staff to solidify understanding of functions performed. <i>Note: HCA staff responsible for revising CAP narrative must attend interviews.</i>	12/18/2017	12/22/2017
1.3	Submit report with a summary of CAP data review and staff interviews to support HCA in developing the CAP narrative.	1/17/2018	1/17/2018
2	Review Current Time Study/RMTS Process	11/27/2017	12/22/2017
2.1	Review existing time study/RMTS process documentation to include policies, procedures, system documentation, quarterly reports, internal controls, and quality assurance tools.	11/27/2017	12/29/2017
2.2	Assess current time study/RMTS processes for operational deficiencies and develop recommendations to be included in the report/deliverable outlined in task 1.3.	11/27/2017	12/29/2017
3	Review CAP Narrative Revisions and Amendment and Assist with Negotiation for Approval	2/19/2018	3/31/2018
3.1	Review revisions made to CAP narrative and draft amendment letter prepared by HCA staff.	2/19/2018	3/1/2018
3.2	Submit proposed edits and feedback to the CAP narrative to OFM and HCA.	3/1/2018	3/1/2018

Office of Financial Management CAP Assistance - Health Care Authority (HCA)		Estimated Timeframe (Assumes 8/28/17 Contract Start)	
Item No.	Deliverables and Tasks	Start Date	End Date
3.3	Review CAP submission materials with HCA and OFM in order for HCA to submit to Cost Allocation Services (CAS) for review and approval.	3/15/2018	3/31/2018
3.4	Assist HCA with negotiation for approval.	3/31/2018	Ongoing
4	Project Closure	3/15/2018	3/31/2018
4.1	Receive OFM and HCA sign off on all deliverables. Transfer any documentation created to HCA and OFM.	3/15/2018	3/31/2018

Exhibit C
The Office of Financial Management
Style, Design and Graphics Guidelines for Contractors

Contractors are required to submit materials that adhere to the Office of Financial Management’s style guides and to the following standards. Materials that deviate from the style guide will not be accepted. We use these guidelines to assure quality and consistency among the many reports we distribute and post online on behalf of the Governor’s Office and the Office of Financial Management. OFM’s style guides can be found at ofm.wa.gov/reports/OFM_style_guide.pdf and ofm.wa.gov/reports/OFM_graphics_guide.pdf.

OFM uses **Microsoft** and **Adobe** computer products. All final documents must be submitted in those formats. All sources files become the property of OFM and will be provided to OFM staff upon request.

ADA compliant format

Information posted on public websites is required to meet federal Americans with Disabilities Act standards (see <http://www.ada.gov> for more information) and must be submitted to OFM in an accessible (ADA-complaint) format. Image files (.jpg, .tiff, .png) are not accessible; neither are text or graphic files that are created by scanning.

Design guidelines

Please follow these instructions:

- Use standard Microsoft fonts. OFM’s preferred fonts are:
 - » Garamond font, 12 font size, for body of text.
 - » Arial narrow font, 10 font size, for tables and charts.
 - » Arial narrow font, 16 and 14-font size bold, for headings, titles and subtitles.
- Keep tables and graphs on one page — do not split among pages if they can be kept intact.
- The use of photos, drawings, illustrations and other images is discouraged. They create file bloat and are not accessible (see section on **ADA compliant format** for more information).
- Do not use bullets for single items.

Graphic guidelines

The goal of any communication is that the reader/viewer gets the intended message. This can be achieved by keeping three things in mind:

- Consider your readers and what they need or want to know;
- Choose the right type of chart for your data and message; and
- Reduce “chart junk” such as grid lines, background colors, shadowing, 3D, tick marks, borders, excess zeroes, several decimal places and unnecessary text to improve your message delivery.

Charts should be created in PowerPoint, Excel or Illustrator and imported into your Word document in an accessible format. Tables can either be created in Word or imported from Excel in an accessible format. Importing a screen shot is not acceptable as it is not accessible.

Pictures increase file sizes substantially so should be used sparingly and never for decoration.

Logo

Your firm’s logo can appear on the front cover, title page and/or back cover pages only. Logos will not be allowed on the inside pages or in headers and footers because they unnecessarily increase file size. As your materials will be posted on OFM’s website, size is an important consideration.

