

Additional Information Regarding Vendors Performing Work in Replacement of State Employees

This document contains copies of purchase order contracts obtained by OMB by which a nongovernmental person or entity agrees with any department, commission, board, council, agency, or public corporation to provide services, valued at one hundred fifty thousand dollars (\$150,000) or more, which are substantially similar to and in replacement of work normally performed by an employee of the department, commission, board, council, agency or public corporation. For additional supporting contract documents, you may submit a public records request to the Department of Administration in accordance with the Rhode Island Access to Public Records Act ("APRA"), R.I. Gen. Laws § 38-2-1 *et seq.* APRA forms, procedures and other information for the Department of Administration are available at <http://www.admin.ri.gov/publicrecords/index.php>.

Fiscal Year: FY20

Agency: Administration, Department Of

Vendor Name: BEACON MUTUAL INS CO, THE

Total Amount Paid to Vendor for Services: \$1,485,664.00

Summary of Services Rendered to Agency:

Identifying Code	Service Type	Description	Amount	Notes
PO 3633317	Management Consultants		\$ 1,364,206.00	
PO 3630889	Management Consultants		\$ 121,458.00	

Note: Some of the above payments may have been made under the terms of a master price agreement (MPA). MPAs are solicited as requests for proposals or requests for quotes and may have cap limits for pricing and cap limits for project cost. MPAs provide agencies with access to qualified vendors, expedited process, and opportunities for mini-bids. Such purchases are made directly under the MPA and do not require a separate and unique contract. All MPAs are public and can be viewed at <http://www.purchasing.ri.gov/MPA/MPASearch.aspx>.

Contents:

Item Number	Document ID	Description	Notes
Item 1	PO 3633317	Purchase Order contract	
Item 2	PO 3630889	Purchase Order contract	

ITEM 1



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

Standard Purchase Order
 3633317, 1

V E N D O R	BEACON MUTUAL INS CO, THE ONE BEACON CENTRE WARWICK, RI 02886 United States
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Purchase Order Number	3633317
Revision Number	1
Reference Contract Number	3595604
PO Date	11-JUL-2019
Approved PO Date	15-JUL-2019
Buyer	Autocreate, *
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S H I P T O	DOA PERSONNEL ADMINISTRATION ONE CAPITOL HILL, 3RD FLOOR SMITH ST PROVIDENCE, RI 02908 United States
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Type of Requisition	
Requisition Number	1617855
Change Order Requisition Number	
Solicitation Number	
Freight	Paid
Payment Terms	NET 30
Vendor Number	5430-iSupplier
Requester Name	McMahon, Catherine A
Work Telephone	401-574-8591

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 General Conditions of Purchase which are incorporated herein by reference contain specific contract terms applicable to this Purchase Order. See: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

PO DESCRIPTION: WORKERS COMP-THIRD PARTY ADMIN

Line	Code	Description	Quantity	Unit	Unit Price (USD)	Amount (USD)
1		RFP - DOA - WORKERS COMPENSATION THIRD PARTY ADMINISTRATION	1364206	Each	1	1,364,206.00

CHANGE TO PO #3595604 DATED 2/12/2020 - AGENCY DOCUMENT ID NUMBER 20068cCAMWC0312


 INCREASE CONTROL VALUE:
 ORIGINAL CONTROL VALUE: \$5,128,861.00
 INCREASE CONTROL VALUE: \$73,500.00
 REVISED CONTROL VALUE: \$5,202,361.00

INVOICE TO

IMMEDIATE VENDOR ACTION REQUIRED:
 Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at :
http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf


REGISTRATION REQUIREMENTS

IMMEDIATE VENDOR ACTION REQUIRED:
 ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at :
<https://www.ridop.ri.gov/osp/osp-vendor-registration.php>

STATE PURCHASING AGENT  Nancy R. McIntyre
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Line	Code	Description	Quantity	Unit	Unit Price (USD)	Amount (USD)
<p>AS INDICATED ON THE ATTACHED ADDENDUM DATED 3/11/2020. INCREASE CONTROL VALUE AND INCLUDE INJURED ON DUTY (IOD) BENEFIT CASES FOR RI STATE POLICE.</p> <p>THE STATE OF RHODE ISLAND'S GENERAL CONDITIONS OF PURCHASE. https://rules.sos.ri.gov/regulations/part/220-30-00-13</p> <p>AGENCY CONTACT: KATHY SHERMAN 401-574-8525</p> <p>Reference Documents: 3595604 ATTACH.pdf</p>						
						Total: 1,364,206.00 (USD)

INVOICE TO
<p>IMMEDIATE VENDOR ACTION REQUIRED: Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at : http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf</p>
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STATE PURCHASING AGENT
 Nancy R. McIntyre

**Addendum to The State of Rhode Island Administrative Services
Agreement for Workers' Compensation Third Party Administrator**

This Addendum (the "Addendum") to that certain State of Rhode Island Administrative Services Agreement for Workers' Compensation Third Party Administrator, PO#3595604 by and between The Beacon Mutual Insurance Company ("Beacon") and the State of Rhode Island and Providence Plantations, by and through its Department of Administration (the "State") (collectively, the "Parties") entered into on October 26, 2018 (the "Agreement") is dated as of February 1, 2020 (the "Addendum Effective Date") and is made by and between Beacon and the State.

RECITALS

WHEREAS, effective as of the Addendum Effective Date, Beacon wishes to provide certain third-party administrative services as set forth herein in relation to the injured on duty ("IOD") benefits the State (through the Rhode Island State Police (the "State Police")), provides to eligible participants (the "Services");

WHEREAS, effective as of the Addendum Effective Date, the State wishes for Beacon to provide Services to participants eligible for IOD benefits, as defined in R.I. Gen. Laws Section 45-19-1 and employed by the State Police ("IOD Participant(s)"); and

WHEREAS, the Parties now wish to amend the Agreement to reflect that Beacon shall provide Services and the State shall compensate Beacon for such Services, both as set forth below;

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as set forth below.

AGREEMENT

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Notwithstanding anything in the Agreement to contrary, including, but not limited to, in Section Two of Exhibit A to the Agreement, Beacon agrees to undertake and shall undertake the following obligations for so long as the Agreement is in effect.
 - a. Beacon shall, in conjunction with performing the Services, (a) cause its medical bill vendor, Mitchell International, Inc. ("Mitchell"), to process any IOD Participant medical bills according to Beacon's PPO and/or usual and customary rates, and (b) pay any IOD-related reimbursable out-of-pocket medical expenses (collectively, "IOD Expenses").
 - b. Beacon shall ensure that Mitchell provides each IOD Participant with a Mitchell prescription benefit card.

- c. Beacon shall provide such case management services for State Police IOD claims as are mutually agreed upon by the Parties, including medical and disability management services to be provided in consultation with the Colonel of the State Police or his designee.
 - d. Beacon shall analyze each IOD Participant claim for possible subrogation, and Beacon shall, in consultation with the State, engage counsel to pursue collection of any third-party subrogation or recovery.
 - e. Beacon shall provide online access to, and training regarding, its Online First Report of Injury system to a State Police employee(s) designated by the State.
 - f. Consistent with the Addendum to the Proposal incorporated in Exhibit B to the Agreement, Beacon shall, (a) report and request reimbursement from the State for any IOD Expenses paid by Beacon, and (b) upon request from the State, provide ad hoc reports regarding IOD Participant claim administration.
 - g. Services shall be provided exclusively for IOD Participants and shall terminate upon an IOD Participant's eligibility for State Police Disability Retirement benefits.
3. Notwithstanding anything in the Agreement to contrary, the State agrees to undertake and shall undertake the following obligations for so long as the Agreement is in effect.
- a. Consistent with the Addendum to the Proposal incorporated in Exhibit B to the Agreement, the State shall reimburse Beacon (by wire to a bank account designated by Beacon) for the total value of the IOD Expenses paid on behalf of IOD Participants.
 - b. Prior to the Addendum Effective Date, the State shall provide Beacon with electronic copies of all existing IOD Participant claim files.
 - c. The State shall cause the State to communicate to all State Police employees, and any other individuals or entities who may be required to submit information to Beacon in relation to the Services, the policies and procedures relating to Beacon's administration of IOD Participant claims. In connection with the Services provided under this Addendum, the State shall cause the State Police to obtain a medical release from its employees in a form identical to Exhibit E to the Agreement.
 - d. The State shall promptly notify Beacon when any IOD Participant becomes eligible for State Police Disability Retirement benefits.
 - e. The State shall promptly prepare a justification for the State Division of Purchases outlining why it is necessary to issue an addendum to the Beacon contract.

4. Except as set forth in Section 2(d) hereof, Beacon and the State further agree that notwithstanding anything in the Agreement to the contrary, including, but not limited to Section Nine thereof, the State shall not request that, and Beacon shall not be obligated to provide or procure legal representation in connection with any litigation or legal claim in connection with any IOD Participant claim, including, but not limited to, any IOD Participant claims for which Beacon provides claims administration services pursuant to this Addendum. Beacon and the State further agree that notwithstanding anything in the Agreement to the contrary, the State shall not request that, and Beacon shall not be obligated to provide any loss prevention or loss control services to the State Police pursuant to this Addendum.
5. In consideration for the Services to be provided by Beacon pursuant to this Addendum, the State shall pay Beacon an annual fee in the amount of Twenty-Four Thousand and Five Hundred and 00/100 Dollars (\$24,500.00) (the "Annual Fee"). The first payment shall be due upon execution of this Addendum, with each subsequent Annual Fee to be paid annually 30 days prior to the anniversary of the Addendum Effective Date. Within 90 days of the Addendum Effective Date and from time to time thereafter upon either party's written request, the Parties shall meet and review the Annual Fee, which may be modified upon the Parties' mutual written agreement.

Capitalized terms used but not defined herein shall have the respective meanings given to them in the Agreement. All other terms and conditions that are not hereby specifically amended shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed this Addendum as of the date(s) set forth below.

THE BEACON MUTUAL INSURANCE COMPANY

By: 

Name: Brian Spero

Title: President and Chief Executive Officer

Date: 3 / 10 / 2020

STATE OF RHODE ISLAND AND PROVIDENCE
PLANTATIONS, BY AND THROUGH ITS DEPARTMENT
OF ADMINISTRATION

By: Brett Smiley

Name: Brett Smiley

Title: Director of Administration

Date: 3/11/2020

ITEM 2



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

Standard Purchase Order
 3630889, 0

V E N D O R	BEACON MUTUAL INS CO, THE ONE BEACON CENTRE WARWICK, RI 02886 United States
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Purchase Order Number	3630889
Revision Number	0
Reference Contract Number	3595604
PO Date	28-JUN-2019
Approved PO Date	28-JUN-2019
Buyer	- - Autocreate, *

S H I P T O	DOA PERSONNEL ADMINISTRATION ONE CAPITOL HILL, 3RD FLOOR SMITH ST PROVIDENCE, RI 02908 United States
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Type of Requisition	
Requisition Number	1616008
Change Order Requisition Number	
Solicitation Number	
Freight	Paid
Payment Terms	NET 30
Vendor Number	5430-iSupplier
Requester Name	Mertus, Elena J
Work Telephone	401-574-8587

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Line	Code	Description	Quantity	Unit	Unit Price (USD)	Amount (USD)
1		RFP - DOA - WORKERS COMPENSATION THIRD PARTY ADMINISTRATION	121458	Each	1	121,458.00

CHANGE TO PO #3595604 DATED 2/12/2020 - AGENCY DOCUMENT ID NUMBER 20068cCAMWC0312

INCREASE CONTROL VALUE:
 ORIGINAL CONTROL VALUE: \$5,128,861.00
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STATE PURCHASING AGENT Nancy R. McIntyre

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<p>REVISED CONTROL VALUE: \$5,202,361.00</p> <p>AS INDICATED ON THE ATTACHED ADDENDUM DATED 3/11/2020. INCREASE CONTROL VALUE AND INCLUDE INJURED ON DUTY (IOD) BENEFIT CASES FOR RI STATE POLICE.</p> <p>THE STATE OF RHODE ISLAND'S GENERAL CONDITIONS OF PURCHASE. https://rules.sos.ri.gov/regulations/part/220-30-00-13</p> <p>AGENCY CONTACT: KATHY SHERMAN 401-574-8525</p> <p>Reference Documents: 3595604 ATTACH.pdf</p>						
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THE BEACON MUTUAL INSURANCE COMPANY

By: 

Name: Brian Spero

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Date: 3 / 10 / 2020

STATE OF RHODE ISLAND AND PROVIDENCE
PLANTATIONS, BY AND THROUGH ITS DEPARTMENT
OF ADMINISTRATION

By: Brett Smiley

Name: Brett Smiley

Title: Director of Administration

Date: 3/11/2020