

# DVHA Routing Form

Revision Date 5/1/12

Type of Agreement: Contract      Agreement #: 23392      Form of Agreement: Amendment      Amendment #: 1

Name of Recipient: Maximus Human Services, Inc.      Vendor #: 10226

Program Manager : Laurie Sabens - DCF      Phone #: 802-828-4615

Agreement Manager: Meaghan Kelley      Phone #: 802-871-3302

Brief  
Explanation of Agreement: **Increase the maximum amount and extend the contract term one year**

Start Date: 11/13/2012      End Date: 12/31/2013      Maximum Amount: \$3,325,686.00

Amendments Only:      Maximum Prior Amount: \$427,686.00      Percentage of Change: 677.60%

Bid Process (Contracts Only):  Standard     Simplified     Sole Source     Statutory     Master Contract SOW

### Funding Source

<b>ACA Exchange 93.525</b>	<b>\$3,225,915.42</b>		
<b>General Fund</b>	<b>\$99,770.58</b>		

### Contents of Attached Packet

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> AA-14                          | <input checked="" type="checkbox"/> Attachments A, B, C & F               | <input type="checkbox"/> Attachment G - Academic Research       |
| <input type="checkbox"/> Sole Source Memo                          | <input checked="" type="checkbox"/> Attachment D - Modifications to C & F | <input type="checkbox"/> MOU                                    |
| <input checked="" type="checkbox"/> Qualitative/Justification Memo | <input type="checkbox"/> Attachment E - Business Associate Agreement      | <input checked="" type="checkbox"/> Other: <b>Base contract</b> |

Reviewer	Reviewer Initials	Date In	Date Out
DVHA Grant & Contract Administrator	<u>Kate Jones</u>	K.J.	
DVHA BO	<u>Carrie Hathaway</u>	C.H.	
DVHA Commissioner or Designee	<u>Mark Larson, Commissioner</u>	M.L.	
AHS Attorney General	<u>Jaye Johnson</u>	J.J.	
Following Approvals for Contracts Only:			
AHS CIO	<u>Darin Prail</u>	D.P.	
AHS Central Office	<u>Diane Nealy</u>	D.N.	
AHS Secretary	<u>Dixie Henry</u>	D.H.	

Vision Account Codes:

FFATA Entry     Grant Tracking Module    Vision PO #: \_\_\_\_\_    Initials & Date: \_\_\_\_\_    Approval & B/C: \_\_\_\_\_

**STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION ----- Form AA-14 (8/22/11)**

**Note: All sections are required. Incomplete forms will be returned to department.**

**I. CONTRACT INFORMATION:**

Agency/Department: AHS/ DVHA Contract #: 23392 Amendment #: 1  
 Vendor Name: Maximus Human Services, Inc. VISION Vendor No: 10226  
 Vendor Address: 1891 Metro Center Drive, Reston, VA 20190  
 Starting Date: 11/13/2012 Ending Date: 12/31/2013 Amendment Date: 5/1/2013  
 Summary of agreement or amendment: Increase the maximum amount and extend the contract term one year

**II. FINANCIAL INFORMATION**

Maximum Payable: \$3,325,686.00 Prior Maximum: \$ 427,686.00 Prior Contract # (If Renewal):  
 Current Amendment: \$2,898,000.00 Cumulative amendments: \$ 0.00 % Cumulative Change: 677.60 %  
 Business Unit(s): 3410; ; - [notes: ] VISION Account(s): 507600;

**III. PERFORMANCE INFORMATION**

Does this Agreement include Performance Measures tied to Outcomes and/or financial reward/penalties?  Yes  No  
 Estimated Funding Split: G-Fund 3.00 % S-Fund % F-Fund 97.00 % GC-Fund % Other %

**III. PUBLIC COMPETITION**

The agency has taken reasonable steps to control the price of the contract or procurement grant and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:

Standard bid or RFP  Simplified Bid  Sole Sourced  Qualification Based Selection  Statutory

**IV. TYPE OF AGREEMENT & PERFORMANCE INFORMATION**

Check all that apply:  Service  Personal Service  Architect/Engineer  Construction  Marketing  
 Information Technology  Other, describe:

**V. SUITABILITY FOR CONTRACT FOR SERVICE**

Yes  No  n/a If this is a Personal Service contract, does this agreement meet all 3 parts of the "ABC" definition of independent contractor? (See Bulletin 3.5) If NO, then contractor must be paid through Payroll

**VI. CONTRACTING PLAN APPLICABLE:**

Are one or more contract or terms & conditions provisions waived under a pre-approved Contracting Plan?  Yes  No

**VII. CONFLICT OF INTEREST**

By signing below, I certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

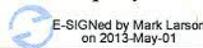
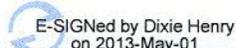
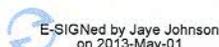
Yes  No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

**VIII. PRIOR APPROVALS REQUIRED OR REQUESTED**

Yes  No Agreement must be approved by the Attorney General under 3 VSA §311(a)(10) (personal service)  
 Yes  No I request the Attorney General review this agreement as to form  
No, already performed by in-house AAG or counsel: \_\_\_\_\_ (initial)  
 Yes  No Agreement must be approved by the Comm. of DII; for IT hardware, software or services and Telecommunications over \$100,000  
 Yes  No Agreement must be approved by the CMO; for Marketing services over \$15,000  
 Yes  No Agreement must be approved by Comm. Human Resources (privatization and retiree contracts)  
 Yes  No Agreement must be approved by the Secretary of Administration

**IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL** D.P. E.B. D.N.

*I have made reasonable inquiry as to the accuracy of the above information:*

	 Date _____ Agency / Department Head	 Date _____ Agency Secretary or Other Department Head (if required)	
	 Date _____ Approval by Attorney General	Date _____ Approved by Commissioner of Human Resources	
	 Date _____ CIO	Date _____ CMO	 Date _____ Secretary of Administration

State of Vermont  
Department of Vermont Health Access  
312 Hurricane Lane, Suite 201  
Williston VT 05495-2807  
dvha.vermont.gov

Agency of Human Services  
[Phone] 802-879-5900  
[Fax] 802-879-5651

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MEMORANDUM

**TO:** Jeb Spaulding, Secretary AoA M.C.  
**FROM:** Mark Larson, Commissioner DVHA M.L.  
**DATE:** April 24, 2013  
**RE:** Maximum Amendment 1 Contract #23392  
Term: 11/13/12-12/31/13 Amount: \$3,325,686

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The current Health Insurance Exchange development work has a dependency on legacy mainframe work that was recently awarded in a separate procurement for Integrated Eligibility (IE) to CGI as the prime contractor and Maximus as the subcontractor. This procurement is in contract negotiations.

The IE solution supports Vermont's vision for a transformative and lasting platform for Health and Human Service programs through the implementation of a Service Oriented Architecture that allows integration with the Vermont Health Benefits Exchange (HBE)

As part of the contingency plan for HBE that was submitted to CMS, if the contract for IE was not signed by mid-April, the required work would need to be pulled out of the IE procurement and relocated into an existing open contract to ensure the Health Insurance Exchange will meet the October 1st 2013.

This contract complies with all mandatory provisions of AOA Bulletin 3.5. DVHA looks forward to approval of this contract.

### AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Maximus Human Services, Inc. with a principal place of business in 1891 Metro Center Drive, Reston, VA 20190 (hereafter called the "Contractor") that the contract on the subject of Information Technology (IT) consulting services for healthcare eligibility systems, effective November 13, 2012 (the "Contract"), is hereby amended effective May 1, 2013, as follows:

**1. Section 3 (Maximum Amount) on page 1 of 27 in the Contract is hereby deleted in its entirety and is replaced with the following:**

**3. Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$3,325,686.

**2. Section 4 (Contract Term) on page 1 of 27 of the Contract is hereby deleted in its entirety and is replaced with the following:**

**3. Contract Term.** The period of the Contractor's performance shall begin on November 13, 2012 and end on December 31, 2013.

**3. Section 7 on page 1 of 27 is amended by adding the following to the end of Section 7:**

Contractor will perform Tasks 9-20 set forth in Section D of Attachment A hereunto until such time (if any) when the Center for Medicaid Services ("CMS") approves the Contractor to work as a subcontractor to CGI Technologies and Solutions, Inc. ("CGI") under an existing State contract with CGI. Upon any such approval, and subject to Contractor and CGI entering into a mutually acceptable agreement, the State may terminate Tasks 9-20, effective immediately upon amendment to the State contract with CGI allowing for Contractor's performance under such contract.

**4. Section D of Attachment A is hereby amended by the addition of the following Tasks 9-20:**

**Task 9 – Project Status Reporting (Recurring)**

Contractor shall deliver the following status reporting on a weekly basis:

- Status of work completed against the project work plan
- Objectives for the next reporting period
- Responsibilities for the next reporting period
- Recovery plan for all work activities not tracking to the approved schedule
- Projected completion dates compared to approved baseline key dates
- Escalated risks, issues, and action items
- Disposition of logged issues and risks
- Actual/projected project work plan dates versus baseline project work plan milestone dates
- "Status-at-a-Glance" summary of the project work plan status

**Task 10 – Project Management Plan**

Contractor will submit a project management plan for Tasks 9-20 that will include an MS Project schedule and MS Project work breakdown structure reflecting the project activities through December 2013 (the “Project Management Plan”). This plan will include:

- MS Project Work Breakdown Structure:
  - A consolidated high-level view of the activities, activity descriptions, and activity durations of the project
  - The teams or resources that will perform the activities
  - A list of deliverables tied to project milestones
- MS Project Schedule
  - Consolidated, detailed activities of the project
  - Resources that will perform the tasks
  - Dependencies between activities and touch points with the Health Benefits Exchange (“HBE”) project schedule
  - Deliverables and key milestones included in this Contract

The project schedule set forth in the Project Management Plan will be maintained throughout the life of this Contract and will be updated as necessary (weekly at a minimum) to reflect the accurate status of the Work.

**Task 11 – Requirements Analysis and Validation**

Contractor will support the validation of requirements for the ACCESS integration with the HBE including:

- Facilitate a series of workshops with the State to validate the functional and non-functional requirements for October 1, 2013 (Phase I) and January 1, 2014 (Phase II) as they relate to ACCESS integration and conversion.
- A requirements traceability matrix (“RTM”) resulting from these sessions. The RTM validates full coverage of the requirements in the solution and also is the base for analyzing the impact of changing requirements to the various system components for ACCESS integration in Phase I and Phase II.

**Task 12 – System Architecture**

Contractor will detail the changes/additions in the existing ACCESS architecture required to support the functional components to integrate ACCESS with the HBE that are covered under this Contract. The Contractor will provide the State with a document including details around the set of technologies that support solution operations, incorporating industry best practices and standards.

**Task 13 – Data Conversion and Synchronization Plan**

Contractor will provide a data conversion and synchronization plan related to information from ACCESS that is required by the HBE for modified adjusted gross income (“MAGI”) eligibility determination including:

- Defining conversion requirements
- Defining data mapping methodology
- Defining strategies for verifying and/or correcting existing data
- Developing data conversion scripts and test data conversion scripts
- Plan for data conversion and synchronization

- Define conversion/cutover activities and checklists defined
- Define conversion/cutover communication process
- Detail roll-back scenarios in case of conversion failure defined
- Estimated conversion effort defined
- Contingency in case of conversion problems defined
- Define ACCESS Program retirement and cutover (VHAP, CHAP, ESIA, VHAP/ESIA, VSCRIPT, VSCRIPT Expanded, and VHAP Pharmacy).

#### **Task 14 – Data Conversion and Synchronization Design**

Contractor will provide a Data Conversion and Synchronization Design that specifies how the data conversion processes will operate to support integration with the Health Benefits Exchange for MAGI eligibility including:

- Functional overview of the data conversion process to support MAGI eligibility.
- Data mapping document (source-to-target) for data originating from ACCESS and targeting data requirements of the HBE.
- An inventory of all software components (data extracts) required to move ACCESS data to formats provided by the Health Benefits Exchange for MAGI eligibility
- Extract file layouts and file definitions for the extracts. Health Benefit Exchange formats will be provided by the Health Benefits Exchange contractor including data requirements, format and layout.
- Security Plan which will include any changes to ACCESS relating to security required for data integration.
- Specify how ACCESS Program retirement and cutover (VHAP, CHAP, ESIA, VHAP/ESIA, VSCRIPT, VSCRIPT Expanded, and VHAP Pharmacy) will be handled.

#### **Task 15 – Data Integration Design**

Contractor will provide a data integration design document that specifies how data integration with the HBE will be handled for MAGI eligibility including:

- A functional overview of each of the components required to maintain data synchronization for MAGI eligibility
- A Technical design for each of the outbound services (“Service Response”) required for ACCESS
- A Technical design for each of the inbound (“Service Request”) components required for ACCESS.
- Services Technical component design will include:
  - Pre-conditions
  - Service trigger(s)
  - Data definitions/file layout for each Service
  - Processing rules
  - Exception/error handling
  - Post conditions
- ACCESS interface change design
- ACCESS screen changes design

#### **Task 16 – Data Conversion Source Code Libraries**

Contractor will verify the source code modules required for data conversion and make available the source code library to the State upon completion of development and unit testing.

Contractor will also make available the source code related to the ACCESS remediation required to implement the HBE per the approved design specifications.

The Contractor will be responsible for extracting ACCESS data and transforming it into the data layouts specified by the HBE contractor. Contractor is not responsible for loading the data into the HBE database or for specifying the source data file layouts required by the HBE.

**Task 17 – Data Conversion Test Results**

Contractor will conduct data conversion system testing and provide test results to the State that will include:

- Test results for each ACCESS data conversion extract program that will include a checklist that the extract program has successfully created the required target data file per the design specification.

**Task 18 – Data Integration Source Code Libraries**

Upon completion of development and unit testing, Contractor will verify the source code modules required for data integration and ACCESS remediation and make available the source code libraries to the State.

**Task 19 – Data Integration Test Results**

Contractor will conduct data integration system testing and provide test results to the State that will include:

- Test results for each Service Request (data pull from an external data source to ACCESS) that will include a checklist that the program has successfully updated ACCESS per the design specification.
- Test results for each Service Response (data push from ACCESS to an external data source) that will include a checklist that the program has successfully populated the required data response file per the design specification.
- Test results for any existing ACCESS interface that has changed as part of the Work.
- Test results for any existing ACCESS screen changes required by the Work.

**Task 20 – Implementation**

Contractor will deliver all required ACCESS software components to support MAGI eligibility and integrate with the HBE. This will include execution of the data conversion processes as well as deployment of new ACCESS and data integration functionality. State staff will review and promote code to the production environment.

Contractor and the State acknowledge that the Work is interrelated with other HBE development work occurring simultaneously by other State contractors. As such, Contractor and its subcontractors will coordinate with the State's outreach and education contractor on all tasks that involve meeting with or surveying individuals, employers, and employees. Contractor will coordinate with other State contractors to synchronize or coordinate tasks and schedule as needed. Contractor and the State shall determine the degree of coordination that is possible without disrupting Contractor's work plans and increasing the scope and cost of Contractor to perform the Work. To the extent synchronization or coordination of tasks with the State's other contractors materially increases the scope or cost of Contractor, then the Contractor shall notify the State in writing and Contractor and the State shall agree upon an

equitable adjustment of the payment provisions set forth in Attachment B to this Contract. "Coordination of tasks" shall include any dependencies of Contractor on the State's other contractors that affect Contractor's ability to complete Contractor's deliverables.

This amendment addresses only services. Project software licenses and tools required by Contractor to complete Tasks 9 through 20 set out above ("Work") will be provided by the State and/or other State contractors.

**5. Section F of Attachment A is hereby amended by the addition of the following section after the first paragraph of Section F.**

A deliverable shall be unacceptable only if it contains non-conformities. "Non-conformity" shall mean that the Deliverable submitted does not contain the required information or does not meet specific requirements defined and approved by the State as part of the Contract. Should discrepancies arise regarding the progress of the deliverables, without limiting any of the State's other rights or remedies, the Contractor's authorized representative and the State's authorized representative will discuss and resolve the issues.

**6. Section F of Attachment A is hereby amended by deleting the section captioned "Where Work is to be Performed" and substituting in lieu thereof the following:**

**Where Work is to be Performed**

Technical work performed by the Contractor for the project will be done both remotely and onsite with State staff (in Winooski, VT) as appropriate. Work conducted with entities outside of the United States in direct relation to these Services or deliverables is not acceptable. Contractor and staff must be available to the State during Eastern Time business hours.

**7. Section F of Attachment A is hereby amended by deleting the section captioned "Contractor Access" and substituting in lieu thereof the following:**

**Contractor Access**

Contractor's services will be completed remotely or onsite (in Winooski, VT) as appropriate. The Contractor's employees will be provided with a State account to access the development systems. These accounts will remain valid during the duration of the Contract. Onsite work will require the Contractor to utilize the Contractor's own computers and other technology. The Contractor will have regular access to State systems or network for the duration of this Contract only. Work space at State offices may be provided, if available.

Contractor will be provided with access to State's software environments solely for the purpose of access needed to meet the requirements of this Contract. This means the Contractor will be provided with only the level of access needed to meet the requirements of this Contract.

Contractor will be provided with system and tool access and software licenses for the project environments required to complete the data integration effort including access to the Oracle Data Integrator and other System Oriented Architecture-based environments necessary to implement the data integration and data conversion processes. Connectivity between ACCESS and the Health Benefits Exchange environments will be established as part of the initial phases of the project by the State or other contractor.

8. Attachment B is hereby amended by supplementing the Cost Schedule in Section 1 as follows:

ID	Deliverable	Description	Due Date	Cost
9	Project Status Reporting (Recurring)	Recurring project status reports and meetings to discuss progress, plans, risks and issues.	As agreed	Allocated to other tasks
10	Project Management Plan	Contractor will submit a Project Management Plan that will include an MS Project schedule and MS Project work breakdown structure reflecting the project activities through December 2013. This plan will include: <ul style="list-style-type: none"> <li>▪ MS Project work breakdown structure:</li> <li>▪ MS Project schedule</li> </ul> The project schedule will be maintained throughout the life of this Contract and will be updated as necessary (weekly at a minimum) to reflect the accurate status of the project.	5/10/2013	\$144,900
11	Requirements Analysis and Validation	Contractor will support the validation of requirements for ACCESS data integration with the Health Benefits Exchange to support MAGI eligibility including: <ul style="list-style-type: none"> <li>• Facilitate a series of workshops</li> <li>• A requirements traceability matrix</li> </ul>	5/31/2013	\$289,800
12	System Architecture	Contractor will detail the changes/additions in the existing ACCESS architecture required to support integration of with the Health Benefits Exchange to support MAGI eligibility.	5/31/2013	\$144,900
13	Data Conversion and Synchronization Plan	Contractor will provide a data conversion and synchronization plan that defines how ACCESS data required by the Health Benefits Exchange for MAGI eligibility will be provided.	6/28/2013	\$144,900
14	Data Conversion and Synchronization Design	Contractor will provide a data conversion and synchronization	7/26/2013	\$289,800

	Document	design that defines the processes required to extract, transform and load data from ACCESS to format specified by the Health Benefits Exchange for MAGI eligibility.		
15	Data Integration Design Document	Contractor will provide a data integration design document that defines the processes and ACCESS remediation activities required to support MAGI eligibility in the Health Benefits Exchange.	8/2/2013	\$289,800
16	Data Conversion Source Code Libraires	Contractor will provide the source code for the data conversion modules and processes to the State upon completion of the development and unit testing processes.	9/13/2013	\$434,700
17	Data Conversion Testing Results	Contractor will conduct data conversion system testing and provide test results to the State.	9/20/2013	\$289,800
18	Data Integration Source Code Libraries	Contractor will provide the source code for the data integration and ACCESS remediation modules and processes to the State upon completion of the development and unit testing processes.	10/18/2013	\$434,700
19	Data Integration Testing Results	Contractor will conduct data integration system testing and provide test results to the State.	10/31/2013	\$289,800
20	Implementation	Contractor will deliver all required software components to support the Health Benefits Exchange conducting MAGI eligibility.	12/31/2013	\$144,900
			<b>Total</b>	<b>\$2,898,000</b>

The dates included in the table above are estimates of the due dates for each deliverable. The actual due dates will be taken from the approved project schedule that will be delivered to the State as part of the Project Management Plan shown as Deliverable 10 above and will include integration with the CGI project schedule as there are a number of interdependencies between the projects.

In regard to the performance measures outlined in Attachment A, the Contractor agrees to a 10% retainage of the total Contract amount for the duration of the Contract. Such 10% retainage will be withheld from each monthly payment and will be paid to Contractor only after the State has received, reviewed, and approved all deliverables required according to the standards outlined within this Contract. The Contractor shall submit a final invoice to the State for the retainage after delivery of all such deliverables.

9. Attachment C is hereby deleted and replaced in its entirety with the following Attachment C:

**ATTACHMENT C  
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS**

1. **Entire Agreement.** This Contract, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law.** This Contract will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Contractor" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Contract.
4. **Appropriations:** If appropriations are insufficient to support this Contract, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Contract is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Contract immediately, and the State shall have no obligation to fund this Contract from State revenues.
5. **No Employee Benefits For Contractor:** The Contractor understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Contract. The Contractor understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Contractor, and information as to Contract income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Contractor will act in an independent capacity and not as officers or employees of the State.

The Contractor shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Contractor or of any agent of the Contractor. The State shall notify the Contractor in the event of any such claim or suit, and the Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The Contractor shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Contract.

After a final judgment or settlement the Contractor may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Contractor shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Contractor.

The Contractor shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Contractor.

7. **Insurance:** Before commencing work on this Contract the Contractor must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Contractor to maintain current certificates of insurance on file with the state through the term of the Contract. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been established to protect the interests of the State.

**Workers Compensation:** With respect to all operations performed, the Contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

**General Liability and Property Damage:** With respect to all operations performed under the Contract, the Contractor shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations  
Products and Completed Operations  
Personal Injury Liability  
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence  
\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$ 50,000 Fire/ Legal/Liability

Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Contract.

**Automotive Liability:** The Contractor shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Contract. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Contract.

**Professional Liability:** Before commencing work on this Contract and throughout the term of this Contract, the Contractor shall procure and maintain professional liability insurance for any and all services performed under this Contract, with minimum coverage of N/A per occurrence, and N/A aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Contract will be made in reliance upon the accuracy of all prior representations by the Contractor, including but not limited to bills, invoices, progress reports and other proofs of work.

9. **Requirement to Have a Single Audit:** In the case that this Contract is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a single audit is required for the prior fiscal year. If a single audit is required, the Subrecipient will submit a copy of the audit report to the granting Contractor within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

A single audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a single audit is required.

10. **Records Available for Audit:** The Contractor will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this Contract and make them available at reasonable times during the period of the Contract and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Contract.

11. **Fair Employment Practices and Americans with Disabilities Act:** Contractor agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Contractor under this Contract. Contractor further agrees to include this provision in all subcontracts.

12. **Set Off:** The State may set off any sums which the Contractor owes the State against any sums due the Contractor under this Contract; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. **Taxes Due to the State:**

- a. Contractor understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Contractor certifies under the pains and penalties of perjury that, as of the date the Contract is signed, the Contractor is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Contractor understands that final payment under this Contract may be withheld if the Commissioner of Taxes determines that the Contractor is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal

within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has no further legal recourse to contest the amounts due.

**14. Child Support:** (Applicable if the Contractor is a natural person, not a corporation or partnership.) Contractor states that, as of the date the Contract is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Contractor makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Contractor is a resident of Vermont, Contractor makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**15. Sub-Agreements:** Contractor shall not assign, subcontract or subgrant the performance of this Contract or any portion thereof to any other Contractor without the prior written approval of the State. Contractor also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Contractor may assign this Contract, including all of the Contractor's rights and obligations hereunder, to any successor in interest to the Contractor arising out of the sale of or reorganization of the Contractor.

**16. No Gifts or Gratuities:** Contractor shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Contract.

**17. Copies:** All written reports prepared under this Contract will be printed using both sides of the paper.

**18. Certification Regarding Debarment:** Contractor certifies under pains and penalties of perjury that, as of the date that this Contract is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date that this Contract is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

**19. Certification Regarding Use of State Funds:** In the case that Contractor is an employer and this Contract is a State Funded Grant in excess of \$1,001, Contractor certifies that none of these State funds will be used to interfere with or restrain the exercise of Contractor's employee's rights with respect to unionization.

10. Attachment D is hereby deleted and replaced in its entirety with the following Attachment D:

**ATTACHMENT D  
MODIFICATION OF CUSTOMARY PROVISIONS  
OF  
ATTACHMENT C OR ATTACHMENT F**

**1. Requirements of other Sections in Attachment C are hereby modified:**

6. **Independence, Liability:** The Contractor will act in an independent capacity and not as officers or employees of the State.

The Contractor shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Contractor or of any agent of the Contractor. The State shall notify the Contractor in the event of any such claim or suit, and the Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The Contractor shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Contract.

After a final judgment or settlement the Contractor may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Contractor shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Contractor.

The Contractor shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Contractor.

Except as set forth below, in no event shall either party or, in the case of the Contractor, its suppliers, be liable to each other for any indirect, incidental, consequential, special or punitive damages, including but not limited to any lost profit, lost savings, business interruption damages or expenses, the cost of substitute work products or services, losses resulting from erasure, damage, destruction or other loss of files, data or programs or the cost of recovering such information, even if such party has been advised of the possibility of such damages or losses.

Except as set forth below, the Contractor and its suppliers' liability to the State for any claims, losses or damages arising out of or in connection with this Contract, including but not limited to the performance or non-performance of services or the use or inability to use any work products, shall in no event exceed two (2) times the maximum Contract amount, as the same may be amended from time-to-time but in no event to exceed six (6) million dollars. The Contractor and its suppliers' liability to the State for any claims, losses or damages arising out of or in connection the breach of Contractor's confidentiality obligations hereunder shall in no event exceed four (4) times the maximum Contract amount, as the same may be amended from time-to-time. Nothing herein shall be deemed to limit the liability of the Contractor or its suppliers to third parties.

The parties agree that the limitations in this Section 6 will not be read so as to limit any liability to an extent that would not be permitted under applicable law. In addition, the limitations set forth in

this Section 6 will not apply to claims arising out of (a) personal injury or damage to real or personal property; (b) Contractor's gross negligence, fraud or intentional misconduct, or (c) a claim that Contractor has infringed upon a third party's intellectual property rights. In no event shall Contractor's liability be limited for third party claims against the Contractor which may arise out of Contractor's acts or omissions in the performance of this Contract

**21. Dispute Resolution:**

Without limiting the State's right to seek equitable relief from a court of competent jurisdiction, the parties shall use good faith efforts to amicably resolve disputes arising under the Contract through negotiations between the parties. The State's designated authority and the corporate designee of Contractor with responsibility over the Contract (who each shall be assisted in discussions by no more than 2 individuals per side) shall meet first to attempt to arrive at an agreement with respect to any dispute under this Contract. The negotiations shall determine the root cause of any issue and attempt to resolve the dispute amicably. Any such negotiations shall take place within 10 business days of receipt of the notice by the notified party that the notifying party seeks to resolve a dispute. Any dispute that is not resolved through good faith negotiations shall be decided by a court of competent jurisdiction.

**22. Independent Review:**

Contractor acknowledges and agrees that the State is required pursuant to 3 V.S.A. § 2222 to obtain an independent expert review of this Agreement and the services to be rendered hereunder, which review shall be commenced as soon as practicable after the Effective Date of this Agreement. Such review will include, as required by law: (A) an acquisition cost assessment; (B) a technology architecture review; (C) an implementation plan assessment; and (D) a cost analysis and a model for benefit analysis. Upon completion of the review, and upon the State's request, Contractor shall meet with the State to discuss the results and Contractor will cooperate with the State to address any aspects of the Agreement or services that are identified in the review as the State deems necessary. Contractor acknowledges and agrees that if necessary and as required by the State, the Agreement and/or the applicable Statement(s) of Work will be amended by mutual agreement to address the issues identified in the review. To the extent any changes materially alter the scope or cost, then Contractor and the State shall agree upon an equitable adjustment of the payment provisions set forth in Attachment B to this Contract.

**Reasons for Modifications:**

The Contractor has asked for a reasonable cap on its liability to the State (not third parties) as a result of internal corporate requirements for liability limitations. The Contractor has also asked for a good faith negotiation prior of disputes. The State's Risk Management Director has approved of these alterations.

This amendment consists of 14 pages. Except as modified by this amendment and any previous amendments, all provisions of this Contract, (#23392) dated November 13, 2012 shall remain unchanged and in full force and effect.

**STATE OF VERMONT**

**CONTRACTOR**

**DEPARTMENT OF VERMONT HEALTH ACCESS**

**MAXIMUS HUMAN SERVICES, INC.**

E-SIGNED by Mark Larson  
on 2013-May-01

E-SIGNED by Bruce Perkins  
on 2013-May-01

MARK LARSON, COMMISSIONER

DATE

BRUCE PERKINS, DEPUTY GENERAL COUNSEL

DATE

[Summary](#) | [Invoice Information](#) | [Payments](#) | [Voucher Attributes](#) | [Error Summary](#)

**Business Unit:** 03410      **Invoice Number:** 43163  
**Voucher ID:** 00016955      **Invoice Date:** 04/17/2013

**Voucher Style:** Regular  
**Vendor:** 0000013770      **Misc. Amount:**      [Non Merchandise Summary](#)  
**Name:** PRECISIONA-002      **Freight Amount:**

**Location:** SINGLE  
**\*Address:** 1

Precision Arts Inc  
 18620 Fairlawn Ave  
 Prior Lake, MN 55372

**Total:** 6.17  
**Balance:** 0.00

[Comments](#)

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**\*Pay Terms:** Net 10      **Basis Dt Type:** Invoice Date      **Action:** [Run](#)  
**Accounting Date:** 05/01/2013  
**\*Currency:** USD

**Copy from a Source Document**  
**PO Unit:**      **Purchase Order:**      [Copy PO](#)      **Worksheet Copy Option:** None

**Invoice Lines** Find | View All    First 1 of 1 Last

Line	*Distribute by	Item	Description	Quantity	UOM	Unit Price	Extended Amount
1	Amount						6.17
		<b>Ship To</b>	<b>SpeedChart</b>				
		PPATWILC		<input type="checkbox"/> Use One Asset ID			

**▼ Distribution Lines** Customize | Find | View All    First 1 of 1 Last

GL ChartFields 1	GL ChartFields 2	Exchange Rate	Statistics	Assets						
Amount	Quantity	*GL Unit	*Account	Fund	Department	Program	Class	Project	Affiliate	OpenItem
6.17		03410	520600	20405	3410010000	41497				

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