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STATE OF VERMONT CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (the "State") and OptumInsight, Inc., with a principal place of business in Eden Prairie, Minnesota, (the "Contractor") that the contract between them originally dated as of August 15, 2016, Contract #31750, as amended to date, (the "Contract") is hereby amended effective August 14, 2024 (Amendment No. 7) as follows:

- **I.** <u>Maximum Amount.</u> The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$109,557,610.00 to \$123,061,210.00, representing an increase of \$13,503,600.00.
- **II.** Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from August 14, 2024 to August 14, 2025.
- **III.** Attachment A, Section 6.1, Managed Applications. The section is hereby deleted and replaced with the revised Section 6.1 as set forth below:

6.1 Managed Applications

6.1.1 The table below refers to those applications which are business components of the HSEP that Contractor shall support pursuant to this Contract.

Table 1 – In-Scope Managed Applications, including business components ("Managed Applications")

	HSEP Managed Applications
1.	Notification Engine
2.	Access Integration
3.	Reserved
4.	Rules Engine (OPA)
5.	Identity and Access Management (OAM
	Suite)
6.	Existing Integrations and interfaces between
	HSEP and External Systems
7.	Web Analytics
8.	Portal (Liferay)
9.	Reserved
10.	Workflow Management
11.	Database Services
12.	Siebel (Case Management)
13.	SOA Suite (ESB, Registry, Repository, etc.)

All of the Managed Applications have elements or components currently installed which are intended to be used or shared by multiple HSEP tenants.

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6.1.2 <u>Core M&O Services in Scope</u>: Contractor shall provide Core M&O Services in the following categories as they solely pertain to the Managed Applications in Table 1. Each of Core M&O Services in Scope in Table 2 below are defined in Exhibit 1 to this Attachment A in more detail, with one or more detailed requirements which are expressed as the responsibility of Contractor:

Table 2 – Core M&O Services in Scope

Table 2 – Core M&O Services in Scope FUNCTIONAL AREAS AND SUB-AREAS
Application Maintenance and Operation Services
Managed Application Support
Corrective and Emergency Maintenance
Preventive Maintenance
Adaptive Maintenance
Application Maintenance Tuning
Application Quality Assurance
Existing Interface and Existing Integration Support*
Database Administration and Support
Configuration Management
Production Schedule Services
Backup and Recovery Services
Middleware Support Services
Performance and Capacity Planning and Management
Maintenance Services
Patch Management Services
Release Services
Availability Management
Notice/Report Services
Capacity Management
DBMS and Clusterware Services
Disaster Recovery
Escalation Management
Event Management/Monitoring
Identity and Access Management
Knowledge Management
Release Management
Release Management Request Services
Request Services
Request Services • Service Desk Services
Request Services
Request Services
Request Services
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Request Services

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*See Deliverable D-05 Architecture Document (1.K05) for complete list of supported interfaces and integrations. Additional interfaces and integrations may be added via the Service Request and/or Change Order procedures.

- 6.1.3 <u>Automated Regression Test Suite M&O</u>: Effective beginning August 15, 2021 Automated Regression Test Suite M&O has been removed from scope.
- **IV.** Attachment A, Section 8, Planned Replacements To HSEP M&O Services Scope. The section is hereby deleted and replaced with the revised Section 8 as set forth below:

8. PLANNED REPLACEMENTS TO HSEP M&O SERVICES SCOPE

The below legacy HSEP Managed Applications have been transitioned to alternate External Systems outside of Contractor's scope of services except for the requirements specified in 8.1.c and 8.2.b below:

- Enterprise Content Management (ECM);
- Business Intelligence (OBIEE).
- **8.1** Enterprise Content Management. After deployment of the State's Enterprise Content Management (ECM) external system, a Third-Party Software, into the Production environment the State submitted a written request to the Contractor via CR-031 to shut down the existing ECM Managed Application. Contractor shut down the ECM Managed Application effective November 20, 2019.

Effective December 1, 2019 the Core M&O Services monthly fee was reduced by the amount listed in Section 9.1.g.(i) of Attachment B, and the ECM Managed Application's scope was modified as follows:

- a) "Enterprise Content Management" was no longer an HSEP Managed Application;
- b) The following requirements were removed from Exhibit 1;

Functional Area	Sub Area	Req. #	Requirement		
Enterprise	General	6.000	Confirm proper operation of the ECM infrastructure.		
Content	Requirements				
Management					
Services					
Enterprise	Enterprise General 6.001		Support and resolve issues elevated from ADPC, BASU & AHS IT for		
Content	Requirements		problems encountered using deployed capabilities of ECM architecture		
Management			(WC, provisioning, authentication, Fed Cloud access).		
Services					
Enterprise	General	6.002	Perform schema changes to support application and environment changes.		
Content	Requirements				
Management					
Services					

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Enterprise	General	6.003	Participate in maturity of ECM Governance, managed by the State.			
Content Management Services	Requirements					
Enterprise Content Management Services	General Requirements	6.004	Provide maintenance and support for middleware and supporting utilities, perform middleware system recovery, and perform controlled stops and restarts to ECM servers as needed.			
Enterprise Content Management Services	General Requirements	6.005	Contractor shall perform those services, functions and responsibilities identified as their respective responsibilities with respect to the installat configuration, and management of the Enterprise Content Management (ECM).			
Enterprise Content Management Services	General Requirements	6.006	The Contractor shall participate in governance and change management process.			
Enterprise Content Management Services	General Requirements	6.007	Provide, install, configure, maintain, and monitor availability, reliability, and performance of ECM for OEM (WebCenter (WC) Suite, WC Capture, WC Recognition, WC Content, WC Capture Server, WC Recognition Server, WebCenter Content Server, Web Logic Server, SFTP Server, Database, SOA Connection and WebUI at Contractor recommended patch levels to meet business performance requirements.			
Enterprise Content Management Services	General Requirements	6.008	Maintain and operate the five instance configurations (Development, Test, Training, Stage, and Production), for ECM, including the maintenance and operation of a mechanism by which external partners can send content into the ECM.			
Enterprise Content Management Services	General Requirements	6.009	 ECM Monitoring: Manage and monitor SLAs including availability, reliability, throughput, and capacity. Perform logging and Monitoring of ECM Infrastructure. Maintain the service composites. Perform runtime Service Usage Tracking, Monitoring, Alert Notifications, and Exception Management. Maintain Federal Cloud connectivity. 			
Enterprise Content Management Services	General Requirements	6.010	Error Logs for WC maintained and reviewed and reviewed on a daily recurring frequency.			
Enterprise Content Management Services	General Requirements	6.011	Run and maintain the daily scripts to produce daily WC reporting.			
Enterprise Content Management Services	General Requirements	6.012	Maintain ECM error log, perform reviews of logs and manage error log email-distribution list.			

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Enterprise	General	6.013	Perform failover and failback operations as part of scheduled and		
Content	Requirements		unscheduled DR events.		
Management					
Services					
Enterprise	General	6.014	The Contractor shall support the troubleshooting, monitoring and usage of		
Content	Requirements		the ECM infrastructure.		
Management					
Services					

c) And, the following requirements were added to Exhibit 1;

Functional Area	Sub Area	Req. #	Requirement			
Enterprise Content Management Services	General Requirements	6.000	Contractor shall perform those services, functions and responsibilities identified with respect to the installation, configuration and management of the ECM interfaces including infrastructure components, which will enable the exchange of data both within the internal systems and with State Private Cloud reporting instances.			
Enterprise Content Management Services	General Requirements	6.001	Confirm transmission and receipt of webservice transactions through VHC integration with ECM.			
Enterprise Content Management Services	Content Requirements Management		Triage issues elevated from ADPC, BASU & ADS AHS IT for problems encountered using system capabilities of ECM architecture (authentication, webservices, interconnectivity).			
Enterprise Content Management Services	General Requirements	6.003	The Contractor shall participate in any required governance and change management process as needed including interface or environment changes.			
Enterprise Content Management Services	General Requirements	6.004	Maintain and operate the Production and Non-production environments for ECM, including the maintenance and operation of ECM interfaces and transmissions with external partners.			
Enterprise Content Management Services	General Requirements	6.005	Maintain middleware error log, perform reviews of logs, and manage error log email-distribution list.			
Enterprise Content Management Services	General Requirements	6.006	Participate in failover and failback operations as part of scheduled and unscheduled DR events.			

8.2 Business Intelligence (OBIEE)

After deployment of the State's business intelligence reporting external system, a Third-Party Software, into the Production environment, the State submitted a written request to the Contractor via CR-096 to shut down the existing OBIEE Managed Application. The Oracle Data Integrator

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(ODI) component of OBIEE was shut down and Oracle Business Intelligence Publisher (BIP) was retained for Notice generation. Contractor shut down the OBIEE Managed Application effective August 2, 2023.

Effective September 1, 2023 the Core M&O Services monthly fee was reduced by the amount listed in Section 9.1.g.(ii) of Attachment B, and the OBIEE Managed Application's scope was modified as follows:

- a) "Business Intelligence (OBIEE)" was no longer an HSEP Managed Application;
- b) And, the following requirements were added to Exhibit 1 to this Attachment A;

Functional Area	Sub Area	Req. #	Requirement					
Reporting Integration	General Requirements	11.000	Contractor shall maintain configurations and management of Oracle Online Transaction Processing (OLTP) database to generate transaction archive logs and allow Third Party Vendor pull of transaction archive logs into the AWS Cloud reporting instances.					
Reporting Integration	General Requirements	11.001	performance of transaction archive log generation and retention for the defined database tables for a duration of 24 hours.					
Reporting Integration	General Requirements	11.002	Contractor shall maintain configuration of database, defined database tables, and associated meta information to allow Third Party Vendor data pull.					
Reporting Integration	General Requirements	11.003	The Contractor shall participate in any required governance and change management process as required by State.					
Reporting Integration	General Requirements	11.004	Maintain and operate the three OLTP database instance configurations (DEV4, Stage, and Production) for Third Party Vendor connections, including the maintenance and operation of a mechanism by which data can be pulled into corresponding AWS Cloud instances.					
Reporting Integration	General Requirements	11.005						
Reporting Integration	Integration Scripts	11.006	Contractor shall maintain, triage, and support outbound reporting integration scripts for CMS SBMI, CMS SBMR, CMS SBMS, CMS EPS, CMS PPR, 1095A EOY, and 1095A EOM file(s). Contractor shall transmit files to CMS and remove files after successful transmission to CMS Hub.					
Reporting Integration	Integration Scripts	11.007	Contractor shall maintain, triage, and support scripts for CMS SBMI, CMS SBMR, CMS SBMS, CMS EPS, CMS PPR, 1095A ACK, 1095 NACK, 1095A EOY response, and 1095A EOM response file(s). Contractor shall pull CMS response files to mutually agreed locations and remove files after successful transmission from CMS Hub.					
Reporting Integration	Integration Scripts	11.008						

Reporting	Integration	11.009	Contractor shall ensure reporting integration scripts create a log record				
Integration	Scripts		of:				
			Transactions;				
			Failures including timestamp; and				
			Reconnection attempts.				
Reporting	Integration	11.010	Contractor shall support the transmission of the mutually agreed				
Integration	Scripts		reporting integration scripts documented in the State's System Design				
			Document for the files, including but not limited to:				
			CMS SBMI files;				
			• CMS 1095A EOY files;				
			• CMS 1095A EOM files;				
			• CMS SBMR files;				
			CMS SBMS files;				
			CMS EPS files;				
			 CMS PPR trigger files; 				
			CMS PPR files;				
			• 1095A ACK files;				
			• 1095A NAK files; and				
			• 1095A EOY Response files.				
			-				

- V. <u>Attachment A, Exhibit 1 Contractor's Responsibilities by Functional Area</u>. The Requirements are amended as follows:
 - i. Requirement 14.018 is hereby deleted and replaced as follows:

Functional Area	Sub Area		Requirement
Security Services	General Requirements	14.018	Contractor agrees to work with State regarding PCI compliance for HSEP payment processing with State Third Party Vendor.

- VI. <u>Attachment A, Exhibit 3 Security Policies</u>. The Exhibit 3 to Attachment A is hereby deleted and replaced with the revised Exhibit 3 as set forth in this Amendment as Attachment 1.
- VII. <u>Attachment B, Payment Provisions</u>. Attachment B is hereby deleted and replaced with the revised Attachment B as set forth in this Amendment as Attachment 2.
- VIII. <u>Miscellaneous Provisions.</u> The following provisions are included in this Amendment:

<u>Taxes Due to the State</u>. Contractor further certifies under the pains and penalties of perjury that, as of the date this contract amendment 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.

<u>Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs)</u>. Contractor is under no obligation to pay child support or is in good standing with respect to or

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in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

<u>Certification Regarding Suspension or Debarment</u>. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment 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 amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing-contracting/debarment.

Cybersecurity Standard Update 2023-01: Contractor confirms that all products and services provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard Update 2023-01, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at: https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives.

This document consists of 21 pages. Except as modified by this Amendment No. 7, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment No. 7 to the Contract.

STATE OF VERMONT

DEPARTMENT OF VERMONT HEALTH ACCESS Signed by:

—signed by:

Sandi Hoffman 8/14/2024

Sands Affection an, Deputy Commissioner Date

NOB 1 South 280 State Drive

Waterbury, VT 05671-1010

Phone: 802-241-0241

Email: Sandi.Hoffman@vermont.gov

CONTRACTOR

OPTUMINSIGHT, INC.

Signed by:

thue Ngu 8/14/2024

Hue Ngu, Director Finance Date

Optum Corporate Finance 11000 Optum Circle Eden Prairie, MN 55344 Phone: 952-205-6089

Email: Hue.Ngu@optum.com

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Attachment 1

EXHIBIT 3 TO ATTACHMENT A SECURITY POLICIES

A. General Provisions

Contractor and its permitted assignees and subcontractors shall comply, within the scope of work as stated in the Contract, with the information technology policies and standards listed below in this Exhibit provided such terms are applicable to the scope of this Contract. It is understood by the Parties that these policies and standards may change from time to time, and that such changes may require modifications to the Contractor's service delivery, including changes to the scope, cost, and schedule.

Whenever such changes occur,

- a) The Contractor shall be given formal written notice of required changes as per the Change Order procedure.
- b) The State shall provide copies of the updated State policies or procedures to designated Contractor Personnel.
- c) To the extent that changes may apply to the Contractor's scope of work, Contractor shall be provided with an opportunity to assess security policy changes for their impact, if any, on its price and schedule obligations prior to any such requirements being included within Contractor's scope of responsibility under this Contract.
- d) The Change Order procedure as described in Attachment A shall in all cases be followed to formally facilitate and govern required change requests. If changes affect scope, cost, and/or schedule a Contract amendment may be required.

B. Security Policies

- a) Compliance with CMS' Minimum Acceptable Risk Standards for Health Insurance Exchanges (MARS-E) Version 2.2. MARS-E Version 2.2 became effective on August 1, 2022, superseding Version 2.0.
- b) **Compliance with State of Vermont Security Policies,** as may be adopted by the State of Vermont, the Agency of Digital Services, the Agency of Human Services, and the Vermont Health Connect. Effective January 1, 2020 these policies and procedures have been provided in writing or a link thereto has been provided to Contractor. These policies are available upon request and include,
 - 1. Notification of Security Breaches
 - 2. Social Security Number Protection
 - 3. Protection of Personal Information
- c) Compliance with 45 CFR 155.1210 Maintenance of Records.
- d) Compliance with the Internal Revenue Service Tax Information Security Guidelines for Federal, State and Local Agencies, Safeguards for Protecting Federal Tax Returns and Return Information (IRS Publication 1075) (Nov. 2021). An updated version of IRS Publication 1075 was released Nov. 2021, superseding the version dated Nov. 2016.
- e) **Compliance with HIPAA Security and Privacy Rules,** as amended by HITECH, and as amended from time to time by CMS Regulations.
- f) Compliance with State-provided privacy and security training requirements. Prior to placement of Contractor Personnel on the project, the State requires and will provide privacy and security compliance training to Contractor's Personnel, as deemed necessary by the State, and provided at State's expense.

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C. Security Audit Requirements

In addition to the above Security Policies, Contractor agrees to the following auditing provisions.

- a) Contractor agrees to participate in applicable audits and assessments related to IRS Publication 1075 as defined below. Effective August 1, 2022, such assessments will be conducted per IRS Publication 1075 (Nov. 2021) which supersedes the prior version, IRS Publication 1075 (Nov. 2016). This participation is mandatory in order to assure all relevant stakeholders that security controls required by this standard are in place and that required security deliverables have been delivered.
- b) Contractor agrees to participate in audits and assessments, including self-attestations, related to MARS-E Version 2.2 as defined below. Effective August 1, 2022, such assessments will be conducted per MARS-E Version 2.2. which supersedes the prior version, MARS-E Version 2.0. This participation is mandatory in order to assure all relevant stakeholders that security controls required by this standard are in place and that required security deliverables have been delivered.

The State advises that the following assessment audits are anticipated and may occur during the Contract term as follows:

- a) Independent Assessment Audits of the 3 sites containing live data for the Authority to Connect (ATC) will be conducted on a date to be determined by the parties in calendar years 2024 and 2025 if scheduled prior to the Contract end date of 8/14/2025.
- b) **Independent Assessments**, in lieu of self-attestation due on a date to be determined by the parties in calendar years 2024 and 2025.
- c) An **IRS Safeguards Audit** of the 3 sites containing FTI data on a date *to be determined by the IRS* in calendar year 2024.

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Attachment 2

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this Contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually performed as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this Contract.

- 1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. A certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. A current IRS Form W-9 (signed within the last six months).
- 2. Payment terms are NET 30 calendar days from date of invoice; payments against this Contract will comply with the State's payment terms.
- 3. Invoices must be rendered on Contractor's standard billhead or official letterhead. Contractor shall submit invoicing on a monthly basis. Invoices shall reference this contract number, include date of submission, invoice number, and amount billed for each budget line and total amount billed.
- 4. The payment schedule for delivered services is included in this Attachment B. Contractor shall submit invoices on a template to be mutually agreed to between Contractor and the State. For each Deliverable requiring Acceptance, the State shall approve via the electronic sign-off process in a deliverable acceptance document, which shall constitute Acceptance of each individual Deliverable. For Contractor to receive the Incremental Payment Sum for the Key Deliverables (as delineated in this Attachment B), Contractor shall include the associated deliverable acceptance document signed by the State in the invoice submission.
- 5. Invoices shall be submitted to the State at the following address: AHS.DVHAInvoices@vermont.gov
- 6. Contractor will work with State Contract Manager to have the invoice approved before sending it to the person listed above.
- 7. Contractor shall be paid based on documentation and itemization of work performed and included in invoicing as required by 32 V.S.A. § 463. Invoicing must contain a summary of the M&O Services and Deliverables, where the detail underlying such summary shall be as set forth herein:
 - a. For M&O Services, the invoice shall reference the M&O Services fee in the applicable calendar month, along with an itemization of any Service Level Credits applicable for the month in question, where such Service Level Credits shall be calculated in accordance with Exhibit 2.
 - b. For Discretionary Services, the invoice shall reference the Discretionary Service Request name and number, dates of service, and invoice amount. Discretionary services shall be

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invoiced based upon payment terms as set forth in the corresponding Change Request and as agreed to by the parties.

- c. For Key Deliverables, the invoice shall reference the Key Deliverable Name and Number and shall include the associated deliverable acceptance document signed by the State in the invoice submission.
- d. For invoices that include DDI Activities, the invoice shall reflect the portion of Contractor services that are DDI Activities as outlined in a Change Request agreed to by the parties.
- 8. All fees in this Contract are inclusive of expenses and travel. There will be no reimbursement of expenses for travel, mileage, meals, or any other expenses under this Contract.
- 9. <u>HSEP M&O SERVICES</u> Contractor shall be paid for HSEP M&O Services based on the following fees:

Services	Fee
Core M&O Services: August 15, 2016 – August 14, 2018	\$21,437,500.00
Core M&O Services: August 15, 2018 – August 14, 2019	\$10,876,750.00
Core M&O Services: August 15, 2019 – August 14, 2020	\$10,669,500.00
Core M&O Services: August 15, 2020 – August 14, 2021	\$10,971,473.00
Core M&O Services: August 15, 2021 – August 14, 2023	\$22,023,387.00
Core M&O Services: August 15, 2023 – August 14, 2024	\$11,364,000.00
Core M&O Services: August 15, 2024 – August 14, 2025	\$11,103,600.00
Discretionary Funds**	\$15,000,000.00
Key Deliverables*	\$8,700,000.00
Premium Processing Time and Materials Not to Exceed	\$915,000.00
Total Pricing Through August 14, 2025**	\$123,061,210.00

^{*}The total fee for Key Deliverables is comprised of the \$2,200,000.00 outlined in Table A, the \$1,100,000.00 outlined in Table A1, the \$1,800,000.00 outlined in Table A2, the \$1,800,000.00 outlined in Table A3, the \$900,000.00 outlined in Table A4, and the \$900,000.00 outlined in Table A5.

9.1 Core M&O Services

a. August 15, 2016 - August 14, 2018

The monthly payment due for Core M&O Services during this period represents 1/24th of the total fixed price Contract, less the \$2,200,000.00 fee associated with the Key Deliverables, said Core M&O monthly fee being payable in 24 monthly installments of \$893,229.17. For partial months, payments shall be proportional to the period of performance. Payment for Core M&O Services includes Non-Key Deliverables, Reports, and Transition Deliverables, which are not tied to an Incremental Payment Sum.

b. August 15, 2018 – August 14, 2019

The monthly payment due for Core M&O Services during this period represents 12 monthly installments of \$906,395.84. For partial months, payments shall be proportional to the period

^{**}See additional details in Section 9.2 in this Attachment B.

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of performance. Payment for Core M&O Services includes Non-Key Deliverables, Reports, and Transition Deliverables, which are not tied to an Incremental Payment Sum.

c. August 15, 2019 – August 14, 2021

Core M&O Services during this period represent monthly installments of the amounts below. For partial months, payments shall be proportional to the period of performance. Payment for Core M&O Services includes Non-Key Deliverables, Reports, and Transition Deliverables, which are not tied to an Incremental Payment Sum.

- i. August 15, 2019 August 14, 2020: \$889,125.00 per month
- ii. August 15, 2020 August 14, 2021: \$914,289.39 per month

d. August 15, 2021 – August 14, 2023

Core M&O Services during this period represent monthly installments of the amounts below. For partial months, payments shall be proportional to the period of performance. Payment for Core M&O Services includes Non-Key Deliverables, Reports, and Transition Deliverables, which are not tied to an Incremental Payment Sum.

- i. August 15, 2021 December 31, 2021: \$899,000.00 per month
- ii. January 1, 2022 August 14, 2023: \$922,000.00 per month

e. August 15, 2023 – August 14, 2024

Core M&O Services during this period represent monthly installments of the amounts below. For partial months, payments shall be proportional to the period of performance. Payment for Core M&O Services includes Non-Key Deliverables, Reports, and Transition Deliverables, which are not tied to an Incremental Payment Sum.

- i. August 15, 2023 August 14, 2024: \$947,000.00 per month
- f. August 15, 2024 August 14, 2025

Core M&O Services during this period represent monthly installments of the amounts below. For partial months, payments shall be proportional to the period of performance. Payment for Core M&O Services includes Non-Key Deliverables, Reports, and Transition Deliverables, which are not tied to an Incremental Payment Sum.

- i. August 15, 2024 August 14, 2025: \$925,300.00 per month inclusive of both ECM and OBIEE Managed Application deductions
- g. Effective upon the dates delineated in Section 8 of Attachment A the monthly payment due for Core M&O Services in 9.1.c., 9.1.d., and 9.1.e. shall be reduced by the following amounts.
 - i. ECM Managed Application: \$25,156.25 shall be deducted per month
 - ii. OBIEE Managed Application: \$25,156.25 shall be deducted per month
 - iii. Upon the time both Managed Applications are shut down the monthly installment for the applicable period shall be reduced by \$50,312.50 per month.

9.2 Discretionary Services

Additional services not explicitly described in Attachment A, but which are approved by a Change Request as referenced in Sections 17 and 25 of Attachment A, include a Not to Exceed (NTE) amount for all such Discretionary Services of \$1,500,000.00 for State Fiscal Years (SFY) SFY19, SFY22, SFY23, SFY24, SFY25, and SFY26, an NTE amount for all such Discretionary Services of \$3,000,000.00 for SFY20, and an NTE amount for all such Discretionary Services of

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\$3,000,000.00 for SFY21. A complete schedule of Discretionary Service funds can be found in the table below in this Section 9.2. Regardless of the start/end date specified in the Change Request, Discretionary Services shall be funded by the Discretionary Services budget allocated for the SFY in which they were completed irrespective of when the work began. For work completed within a specific SFY, Contractor shall invoice and be paid based on the payment terms as set forth in the corresponding Change Request and as agreed to by the parties.

For work started, but not completed within an SFY, Contractor shall proceed with work into the next SFY until work is completed and provide an informational memorandum (attached hereto as Exhibit 6) to the State Authorized Representative no later than May 15th of the current SFY. Such work that spans two SFYs shall be invoiced and paid in accordance with the payment terms as set forth in the Change Request and as agreed to by the parties.

Discretionary Services	Not to Exceed
August 15, 2018 – August 14, 2019	\$1,500,000.00
August 15, 2019 – June 30, 2020	\$3,000,000.00
July 1, 2020 – June 30, 2021	\$3,000,000.00
July 1, 2021 – June 30, 2022	\$1,500,000.00
July 1, 2022 – June 30, 2023	\$1,500,000.00
July 1, 2023 – June 30, 2024	\$1,500,000.00
July 1, 2024 – June 30, 2025	\$1,500,000.00
July 1, 2025 – August 14, 2025	\$1,500,000.00
Total	\$15,000,000.00

9.3 Key Deliverables

- a. Table A Key Deliverables: (1) the Deliverable Identifier ("Del. #") Number; (2) Key Deliverable Designation; (3) the Deliverable Name; (4) the DED Submission Timeframe; (5) the Deliverable Submission Timeframe; (6) Deliverable Update Frequency; (7) Deliverable Value; and (8) Incremental Payment Sum (based on Deliverable Update Frequency).
 - All DEDs for Deliverables (Key and Non-Key) require Acceptance by the State.
 - All updates to Key Deliverables and all initial updates to Non-Key Deliverables require Acceptance by the State.
 - All Key Deliverables (as delineated in Table A, Column 2) require Acceptance and approval via electronic sign-off by the State and Contractor. Once the State and Contractor have approved the Deliverable via electronic sign-off, Contractor shall invoice, and State shall pay the Incremental Payment Sum set forth in Table A, Column 8.

Table A: Key Deliverables (August 15, 2016 – August 14, 2018)

Г)el. #	Key Del.	Deliverable Name	DED Submission Timeframe	Deliverable Submission Timeframe	Deliverable Update Frequency	Deliverable Value	Incremental Payment Sum (based on Update Deliverable Frequency)
1	.K01	Yes	Project Management Plan	3 Weeks after Contract Effective Date	4 Weeks after DED Approval	annually	\$200,000.00	\$100,000.00

1.K02	Yes	Disaster Recovery Plan	3 Weeks after Contract Effective Date	4 Weeks after DED Approval	annually	\$200,000.00	\$100,000.00
1.K03	Yes	M&O Manual	3 Weeks after Contract Effective Date	4 Weeks after DED Approval	quarterly	\$300,000.00	\$37,500.00
1.K04	Yes	M&O Schedule	3 weeks after Contract Effective Date	4 Weeks after DED Approval	monthly	\$300,000.00	\$12,500.00
1.K05	Yes	Architecture Document	6 weeks after Contract Effective Date	4 Weeks after DED Approval	every 6 months	\$300,000.00	\$75,000.00
1.K06	Yes	Availability Plan	6 weeks after Contract Effective Date	4 Weeks after DED Approval	quarterly	\$300,000.00	\$37,500.00
1.K07	Yes	Configuration Management Plan	9 weeks after Contract Effective Date	4 Weeks after DED Approval	quarterly	\$300,000.00	\$37,500.00
1.K08	Yes	SSP (State Security Plan)	16 weeks after Contract Effective Date	4 Weeks after DED Approval	quarterly	\$300,000.00	\$37,500.00

b. Table A1 – Key Deliverables: (1) the Deliverable Identifier ("Del. #") Number; (2) Key Deliverable Designation; (3) the Deliverable Name; (4) Deliverable Update Frequency; (5) Deliverable Value; and (6) Incremental Payment Sum (based on Deliverable Update Frequency).

Table A1: Key Deliverables – (August 15, 2018 – August 14, 2019)

Del.#	Key Del.	Deliverable Name	Deliverable Update Frequency	Estimated Deliverable Update Schedule	Deliverable Value	Incremental Payment Sum (based on Update Deliverable Frequency)
1.K01	Yes	Project Management Plan	annually	D-01.3 - 11/01/2018	\$100,000.00	\$100,000.00
1.K02	Yes	Disaster Recovery Plan	annually	D-02.3 - 11/01/2018	\$100,000.00	\$100,000.00
1.K03	Yes	M&O Manual	quarterly	D-03.9 – 10/01/2018 D-03.10 – 01/01/2019 D-03.11 – 04/01/2019 D-03.12 – 07/01/2019	\$150,000.00	\$37,500.00
1.K04	Yes	M&O Schedule	monthly	D-04.25 - 09/01/2018 D-04.26 - 10/01/2018 D-04.27 - 11/01/2018 D-04.28 - 12/01/2018 D-04.29 - 01/01/2019 D-04.30 - 02/01/2019 D-04.31 - 03/01/2019 D-04.32 - 04/01/2019 D-04.33 - 05/01/2019 D-04.34 - 06/01/2019 D-04.35 - 07/01/2019	\$150,000.00	\$12,500.00
1.K05	Yes	Architecture Document	every 6 months	D-05.5 – 12/01/2018 D-05.6 – 06/01/2019	\$150,000.00	\$75,000.00

1.K06	Yes	Availability Plan	quarterly	D-06.9 – 10/01/2018 D-06.10 – 01/01/2019 D-06.11 – 04/01/2019 D-06.12 – 07/01/2019	\$150,000.00	\$37,500.00
1.K07	Yes	Configuration Management Plan	quarterly	D-07.9 – 10/01/2018 D-07.10 – 01/01/2019 D-07.11 – 04/01/2019 D-07.12 – 07/01/2019	\$150,000.00	\$37,500.00
1.K08	Yes	SSP (State Security Plan)	quarterly	D-08.9 - 11/01/2018 D-08.10 - 02/01/2019 D-08.11 - 05/01/2019 D-08.12 - 08/01/2019	\$150,000.00	\$37,500.00

c. Table A2 – Key Deliverables: (1) the Deliverable Identifier ("Del. #") Number; (2) Key Deliverable Designation; (3) the Deliverable Name; (4) Deliverable Update Frequency; (5) Deliverable Value; and (6) Incremental Payment Sum (based on Deliverable Update Frequency).

Table A2: Key Deliverables – (August 15, 2019 – August 14, 2021)

Del.#	Key Del.	Deliverable Name	Deliverable Update Frequency	Estimated Deliverable Update Schedule	Deliverable Value	Incremental Payment Sum (based on Deliverable Update Frequency)
1.K02	Yes	Disaster Recovery Plan	annually	D-02.04 - 11/01/2019 D-02.05 - 11/01/2020	\$200,000.00	\$100,000.00
1.K03	Yes	M&O Manual	every 6 months	D-03.13 - 10/01/2019 D-03.14 - 04/01/2020 D-03.15 - 10/01/2020 D-03.16 - 04/01/2021	\$480,000.00	\$120,000.00
1.K05	Yes	Architecture Document	every 6 months	D-05.07 – 12/01/2019 D-05.08 – 06/01/2020 D-05.09 – 12/01/2020 D-05.10 – 06/01/2021	\$480,000.00	\$120,000.00
1.K06	Yes	Availability Plan	annually	D-06.13 - 05/01/2020 D-06.14 - 05/01/2021	\$200,000.00	\$100,000.00
1.K07	Yes	Configuration Management Plan	annually	D-07.13 - 05/01/2020 D-07.14 - 05/01/2021	\$200,000.00	\$100,000.00
1.K08	Yes	SSP (State Security Plan)	quarterly	D-08.13 - 11/01/2019 D-08.14 - 02/01/2020 D-08.15 - 05/01/2020 D-08.16 - 08/01/2020 D-08.17 - 11/01/2020 D-08.18 - 02/01/2021 D-08.19 - 05/01/2021 D-08.20 - 08/01/2021	\$240,000.00	\$30,000.00

d. Table A3 – Key Deliverables: (1) the Deliverable Identifier ("Del. #") Number; (2) Key Deliverable Designation; (3) the Deliverable Name; (4) Deliverable Update Frequency; (5) Deliverable Value; and (6) Incremental Payment Sum (based on Deliverable Update Frequency).

Table A3: Key Deliverables – (August 15, 2021 – August 14, 2023)

Table A3: Key Denverables – (August 15, 2021 – August 14, 2023)							
Del.#	Key Del.	Deliverable Name	Deliverable Update Frequency	Estimated Deliverable Update Schedule	Deliverable Value	Incremental Payment Sum (based on Deliverable Update Frequency)	
1.K02	Yes	Disaster Recovery Plan	annually	D-02.06 - 11/01/2021 D-02.07 - 11/01/2022	\$200,000.00	\$100,000.00	
1.K03	Yes	M&O Manual	every 6 months	D-03.17 - 10/01/2021 D-03.18 - 04/01/2022 D-03.19 - 10/01/2022 D-03.20 - 04/01/2023	\$480,000.00	\$120,000.00	
1.K05	Yes	Architecture Document	every 6 months	D-05.11 – 12/01/2021 D-05.12 – 06/01/2022 D-05.13 – 12/01/2022 D-05.14 – 06/01/2023	\$480,000.00	\$120,000.00	
1.K06	Yes	Availability Plan	annually	D-06.15 - 05/01/2022 D-06.16 - 05/01/2023	\$200,000.00	\$100,000.00	
1.K07	Yes	Configuration Management Plan	annually	D-07.15 - 05/01/2022 D-07.16 - 05/01/2023	\$200,000.00	\$100,000.00	
1.K08	Yes	SSP (State Security Plan)	quarterly	D-08.21 - 11/01/2021 D-08.22 - 02/01/2022 D-08.23 - 05/01/2022 D-08.24 - 08/01/2022 D-08.25 - 11/01/2022 D-08.26 - 02/01/2023 D-08.27 - 05/01/2023 D-08.28 - 08/01/2023	\$240,000.00	\$30,000.00	

a. Table A4 – Key Deliverables: (1) the Deliverable Identifier ("Del. #") Number; (2) Key Deliverable Designation; (3) the Deliverable Name; (4) Deliverable Update Frequency;
(5) Deliverable Value; and (6) Incremental Payment Sum (based on Deliverable Update Frequency).

Table A4: Kev Deliverables – (August 15, 2023 – August 14, 2024)

Del.#	Key Del.	Deliverable Name	Deliverable Update Frequency	Estimated Deliverable Update Schedule	Deliverable Value	Incremental Payment Sum (based on Deliverable Update Frequency)
1.K02	Yes	Disaster Recovery Plan	annually	D-02.08 - 11/01/2023	\$100,000.00	\$100,000.00
1.K03	Yes	M&O Manual	every 6 months	D-03.21 - 10/01/2023 D-03.22 - 04/01/2024	\$240,000.00	\$120,000.00

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1.K05	Yes	Architecture Document	every 6 months	D-05.15 – 12/01/2023 D-05.16 – 06/01/2024	\$240,000.00	\$120,000.00
1.K06	Yes	Availability Plan	annually	D-06.17 - 05/01/2024	\$100,000.00	\$100,000.00
1.K07	Yes	Configuration Management Plan	annually	D-07.17 - 05/01/2024	\$100,000.00	\$100,000.00
1.K08	Yes	SSP (State Security Plan)	quarterly	D-08.29 - 11/01/2023 D-08.30 - 02/01/2024 D-08.31 - 05/01/2024 D-08.32 - 08/01/2024	\$120,000.00	\$30,000.00

a. Table A5 – Key Deliverables: (1) the Deliverable Identifier ("Del. #") Number; (2) Key Deliverable Designation; (3) the Deliverable Name; (4) Deliverable Update Frequency; (5) Deliverable Value; and (6) Incremental Payment Sum (based on Deliverable Update Frequency).

Table A5: Key Deliverables – (August 15, 2024 – August 14, 2025)

Del.#	Key Del.	Deliverable Name	Deliverable Update Frequency	Estimated Deliverable Update Schedule	Deliverable Value	Incremental Payment Sum (based on Deliverable Update Frequency)
1.K02	Yes	Disaster Recovery Plan	annually	D-02.09 - 11/01/2024	\$100,000.00	\$100,000.00
1.K03	Yes	M&O Manual	every 6 months	D-03.23 - 10/01/2024 D-03.24- 04/01/2025	\$240,000.00	\$120,000.00
1.K05	Yes	Architecture Document	every 6 months	D-05.17 - 12/01/2024 D-05.18 - 06/01/2025	\$240,000.00	\$120,000.00
1.K06	Yes	Availability Plan	annually	D-06.18 - 05/01/2025	\$100,000.00	\$100,000.00
1.K07	Yes	Configuration Management Plan	annually	D-07.18 - 05/01/2025	\$100,000.00	\$100,000.00
1.K08	Yes	SSP (State Security Plan)	quarterly	D-08.33 – 11/01/2024 D-08.34 – 02/01/2025 D-08.35 – 05/01/2025 D-08.36 – 08/01/2025	\$120,000.00	\$30,000.00

- e. It is understood and agreed that:
 - Where applicable, the content of all Deliverables delineated in Table A, Table A1, Table A2, Table A3, Table A4, and Table A5 of this Attachment B shall be based upon, and therefore substantially similar to, the versions of the Deliverables previously delivered to State by Contractor.
 - All timelines set forth in Table A of this Attachment B are dependent on Contractor and State adhering to Attachment A, Sections 13, 14 and 15: DED Review and Approval Process, DED Revision Process, and Deliverables Review and Approval Process.

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- Notwithstanding the DED Submission Timeframe set forth in Attachment B, Table A above, in the event the Contactor has already drafted a DED that the State has accepted for a specific Deliverable, Contractor will present the existing DED to State in accordance with Attachment A, Section 12 Existing Deliverables/DED Catalog Review within 2 weeks of Contract execution. Upon the State's Acceptance of the existing DED, the timeframe set forth in the Deliverable Submission Timeframe shall commence.
- If the first submission of a monthly or quarterly Deliverable does not align with start of a calendar month or quarter, Contractor shall align the subsequent deliveries with the first of the calendar month or quarterly respectively.
- In the event a DED is not accepted by the State in the timelines in the above Table A of this Attachment B, due to a State Delay, the value associated with the associated Deliverable any outstanding incremental payments tied to the Deliverable will be paid upon Acceptance of the Deliverable in the subsequent payment.
- In the event a DED is not accepted by the State in the timelines in the above Table A of this Attachment B, due to reasons other than a State Delay, the value associated with the associated Deliverable such incremental payments will be redistributed among the remaining Incremental Payment Sums.
- Attachment B, Table A1 Key Deliverables shall continue the existing schedule as set forth in Table A of this Attachment B which are estimated dates and may be updated as agreed upon via the M&O Schedule.
- Attachment B, Table A2 Key Deliverables establishes a new Update Frequency and Update Schedule. Tables A3, A4, and A5 shall continue the schedule set forth in Table A2 of this Attachment B which are estimated dates and may be updated as mutually agreed upon by the Parties.

9.4 Premium Processing Development Time and Materials

- a. Contractor shall provide dedicated and part-time resources as needed to provide the services during the period of performance as described in Attachment A, Section 26 Premium Processing Development.
- b. Contractor shall invoice on a time and materials basis against the previously executed CR-046 until \$150,000.00 is expended.
- c. Upon expiration of the \$150,000.00 funding from CR-046, CR-046 shall expire. Contractor shall then continue to perform in accordance with this Contract, whereupon, Contactor shall begin invoicing on a time and materials basis, up to a maximum of \$915,000.00 or until September 30, 2021, whichever occurs first, in accordance with Amendment No. 4, Attachment A, Section 26 and Attachment B, Rate Card in Table 9.4 Premium Processing Rate Card below.
- d. Invoices shall reference Attachment A, Section 26 Premium Processing and include service dates, description, rate, and hours worked.
- e. Contractor shall retain full discretion over the assignment of its staff in the execution of work requested under Attachment A, Section 26 Premium Processing.
- f. Contractor shall provide services based on the Role Descriptions listed in Table 9.4. Resources may perform tasks including but not limited to those listed in the Role Description column.
- g. Contractor shall provide hourly support at the rates listed in Table 9.4.

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Table 9.4 Premium Processing Rate Card

Billing Role	Role Description	CY20 Hourly Rate	CY21 Hourly Rate
Analyst Level 3	 Provides technical writing and analysis for project deliverables; and Assists in the production and organization of work products. 	\$122	\$126
Analyst Level 4	 Participates in the identification and analysis of functional and technical requirements; and Produces detailed software design specifications and related artifacts for developers. 	\$150	\$155
Analyst Level 5	 Provides leadership and guidance to functional and technical resources regarding project deliverables and work products; and Consults on the design of business and system architecture. 	\$190	\$196
Design Development Engineer Level 2	Performs basic development for software solutions.	\$137	\$141
Design Development Engineer Level 3	 Performs development for software solutions; and Consults on technical designs according to industry standards and best practices. 	\$183	\$188
Design Development Engineer Level 4	 Applies principles of software engineering to lead the development of software solutions; and Provides oversight of software coding standards and practices. 	\$211	\$217
Design Development Engineer Level 6	 Directs development team and provides leadership and guidance to functional and technical resources regarding project deliverables and work product; and Provides strategic direction and oversight on the design of business and system architecture. 	\$272	\$280
Senior Program Administration Specialist	Provides project management support.	\$143	147
Project Manager	 Applies programmatic oversight and ensures project management principles are leveraged throughout; and Manages project scope, schedule, and budget through CR lifecycle. 	\$245	\$252
Senior Comp Security Systems Specialist	 Applies security principles to inform the design and development of software solutions; and Provides oversight of software coding standards and practices. 	\$190	\$196

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Quality Assurance Specialist	 Participates in the identification and analysis of functional and technical requirements; and Assists in the execution of test cases. 	\$122	\$126
Quality Assurance Manager	 Provides overall direction for quality management; and Assists in the planning and execution of test cases. 	\$150	\$155