

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (the "State") and Maximus Inc., with a principal place of business in McLean, VA (the "Contractor") that the Contract between them originally dated as of December 15, 2011, Contract # 20959, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$106,611,175.13 to \$107,810,853.13, representing an increase of \$1,199,678.00.
- II. **Attachment A, Scope of Services.** The scope of services is amended as follows:

Section 29. of Attachment A, as previously restated in Amendment 6, is hereby deleted in its entirety and replaced as set forth below:

Section 29. SCOPE OF WORK FOR NON-PHONE RELATED SERVICES

Within 30 days of written notice from the State the Contractor shall perform the following services:

A. Entering Applications

The State may have a need for supplemental services to enter paper applications for health insurance. When requested by the State, subject to staffing availability, the Contractor shall provide Contact Center Agents to process paper applications that are received by the State. In the event these services are needed, the State will provide Contractor with an estimate of the number of applications and timeframe within which they are to be completed.

The process of entering applications includes the review and consolidation of all associated Service Requests with additional information, and/or attachments. The Contractor shall follow the State's procedures for the initial review and consolidation, application entry including either or both phone and letter outreach for additional information, automated eligibility determination through the VHC Portal and plan selection.

In addition, the Contractor shall manage these tasks according to the timeline as agreed upon by the Contractor and the State identified in *Exhibit 1: Paper Renewal Process Flow*. For example, the initial application outreach process includes an outreach telephone call. If the Contractor is unable to connect with the customer, the Contractor shall send a follow-up notice.

The Contractor shall enter paper applications into the VHC system on a FIFP (First-In First-Processed) basis.

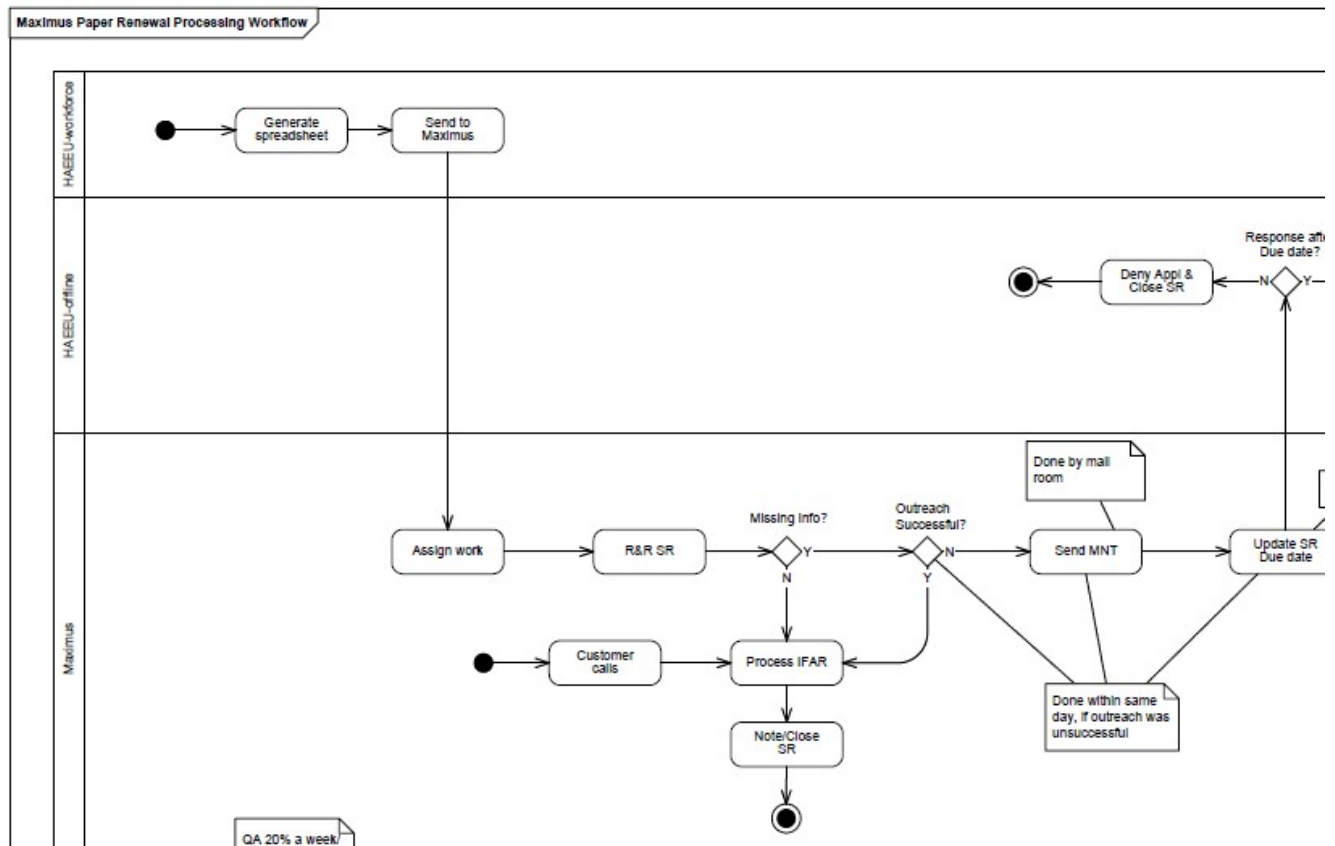
To ensure all outreach is conducted within State guidelines, the State will provide draft CSR scripts, the Contractor shall further develop CSR scripts to be approved by the State based on existing VHC process documentation.

The Contractor shall:

- Enter applications into the VHC system using process documentation provided by the State processes
- Draft customer outreach scripts for approval by the State
- Conduct outreach to customers to obtain any missing information needed to complete the application
- Submit escalations using escalation support processes outlined in the documentation provided by the State.
- Provide feedback on identified process improvements for the State to review and implement as appropriate.

The State shall provide access to the appropriate reporting queries and data that will allow Contractor to produce the deliverables set forth in Section 1 below.

Exhibit 1: Paper Renewal Process Flow. State will provide Contractor updates to Exhibit 1 as they become available.



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1. Deliverables

Contractor shall provide weekly written production reporting on the status of backlogged paper applications that are assigned to Contractor Contact Center agents. Contractor shall review the reporting with the State in the weekly Communication Check Point Meeting for Operations. Additionally, weekly reporting shall include:

- Total number of paper applications (SRs) assigned to the Contractor for processing.
- Total number of paper applications (SRs) pending customer call back to provide additional information needed to complete the application.
- Total number of paper applications (SRs) completed by the Contractor's Contact Center agents.
- Total number of paper applications (SRs) routed to other departments for assistance and/or completion of the application.
- Average number of Contact Center Representatives processing applications per day.

In addition to the weekly report, there will be regularly scheduled conference calls with the State Project Coordinator and the Contractor Project Manager to review progress and processes and provide updates – the frequency of these calls shall be determined based on need, but will not be less than two (2) times weekly.

By the second business day each week of this Contract term, except as the State may otherwise agree, Contractor shall provide Status Reports as described in the above section.

III. Attachment B, Payment Provisions. The payment provisions are amended as follows:

Attachment B is amended by deleting Number 3, as previously amended, and replacing as set forth below to this Amendment 10.

3. TIME AND MATERIALS

TIME AND MATERIALS RATE for the period of December 15, 2011, through June 30, 2020. The Contractor shall bill based on actual hours worked according to the rates shown on *Table 1: Non-Phone Related Services Rate*.

FIXED PRICE SERVICES RATE beginning Amendment 10 through June 30, 2025. For the base cost of 10 CSRs, the Contractor will bill the monthly fixed price described in *Table 2: Fixed Price Service Rate*.

TIME AND MATERIALS RATE beginning Amendment 10 through June 30, 2025. Should the State request additional CSR resources, the State will provide a minimum of 30-day's notice to the Contractor as to the number of additional CSRs requested and the Contractor will bill based on actual hours worked by the additional CSRs according to the rates shown on *Table 3: Time and Materials Rates*.

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Upon the State's acceptance of the deliverables and work identified in Attachment A, Section 29.A.1 (Scope of Work for Non-Phone Related Services), the Contractor shall submit an invoice to the State with the regular monthly invoice. Should DVHA request staffing beyond the 10 CSRs provided in the Fixed Price Services Rate, the invoice shall include the number of additional workers by category set forth in Table 3: Time and Material Rates of this Attachment B and number of hours worked in the monthly billing period. The State will pay the invoice in accordance with the payment provisions set forth in this Attachment B.

Performance Standards (Applicable for the period of December 15, 2011 – June 30, 2020)
In the event that the Contractor fails to meet the performance standards for paper application processing in any given week, the Contractor shall provide a remediation plan within five business days which details how the Contractor will meet the performance standards. The Contractor will take the necessary actions to increase and maintain performance standards to the required benchmark level within one week of submitting the remediation plan to the State.

Paper Application Performance Standards (Applicable for the period of December 15, 2011 – June 30, 2020):

Average monthly completion rate of 90% of applications assigned by the State during a given month. up to a maximum of 1,000 applications per month

Contractor acknowledges and agrees that should Contractor fail to meet the performance standards in any given month during the course of this work, the State shall be entitled to withhold 10% of the amount invoiced specific to this paper application renewal amendment for that month.

Should the Contractor fail to improve the performance standards after implementing the remediation plan, the State may, in its sole discretion, terminate Contractor's paper application processing.

The State and Contractor acknowledge that situations beyond the Contractor's control may impact the ability to meet the expected Application performance standards set forth in Attachment A, including protracted VHC system slowness, or provisioning of Contractor's staff for access to VHC systems. Contractor shall provide written notice to the State of any such situations. In the event Contractor fails to notify the State of the existence of situations beyond its control within 2 business days, Contractor shall remain responsible for all applicable performance standards.

Based on documentation of above variables that may affect the Contractor's ability to meet performance standards, the State may agree to waive the 10% retained for failure to meet the performance standards for the invoice period.

TABLE 1: NON-PHONE RELATED SERVICES RATE for December 11, 2011, through June 30, 2020

Position	Hourly Rate
Research Specialist	\$33.00
Research Supervisor	\$36.00
Senior Training Specialist	\$55.50
Quality Assurance Specialist	\$50.00
Training Specialist	\$50.00
Reporting Analyst	\$70.00

TABLE 2: FIXED PRICE SERVICES RATE

Performance Period	Total Cost	Monthly Cost
12 Months	\$1,099,678	\$ 91,639.83

Payment Assumptions:

Contractor shall not bill towards the fixed price services without written request from the State to perform the scope of work in Attachment A Section 29.

The State will remit payment in accordance with Attachment B for the fixed price services following the first month of service performed.

The Fixed Monthly Payments assumes the following Contractor provisions:

- Up to a maximum of 1,000 paper applications per month
- Hours: Monday through Friday 8:00am-4:30pm Eastern Time
- State will provide Work Instructions, Contractor shall train staff
- Panviva will be utilized as the Knowledge Management System (KMS)
- Staff will access required systems via Amazon Workspace (AWS)

Contractor shall provide a fixed number of staff provided by Contractor's Standardized Operations and Analytics (SOA) team. State's Project Manager shall work closely with Contractor's SOA team to ensure the timely and accurate provision of services.

- 10 staff with one Supervisor
- Quality Assurance and Training support staff
- Script, instruction documentation, and process improvement support staff
- Reporting and oversight support staff
- Staff licenses for telephony (Genesys), KMS (Panviva), and AWS

The State will review staffing needs every three-months based upon the average number of applications received in the previous three-month period.

If additional staffing is requested beyond the base 10 staff covered in the fixed pricing, Contractor shall invoice based on actual hours worked using the rates shown on Table 3: Time and Materials Rates, up to a maximum of \$100,000.

TABLE 3: TIME AND MATERIAL RATES (Applicable from the signing of Amendment 10 through June 30, 2025)

Staff Role	Hourly Rate
CSR	\$ 47.69
QA	\$ 47.34
QA Supervisor	\$ 61.54
Supervisor	\$ 61.54
Manager	\$113.80
Business Process Analyst	\$ 80.22
Trainer	\$ 63.89

IV. **Section 9: Attachments (Restated)**., as restated in Amendment 6 is hereby deleted in its entirety and replaced as set forth below:

9. **Attachments (Restated)**. This Contract includes the following attachments, which are incorporated herein:

- Attachment A - Specifications of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C - Customary State Contract provisions
- Attachment D – Modification of Customary Provisions
- Attachment E - Business Associate Agreement
- Attachment F - Customary Contract Provisions of the Agency of Human Services
- Attachment G - Integration Scope of Work
- Attachment H – State of Vermont – Federal Terms Supplement
- Appendix I – Request for Approval to Subcontract

The order of precedence of documents shall be as follows:

- 1) This document
- 2) Attachment D
- 3) Attachment C
- 4) Attachment H
- 4) Attachment A
- 5) Attachment G
- 6) Attachment B
- 7) Attachment E
- 8) Attachment F
- 9) Appendix 1

Taxes Due to the State. Contractor 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.

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

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

Certification Regarding Suspension or Debarment. 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 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>

Sole Source Contract for Services. This Contract results from a “sole source” procurement under State of Vermont Administrative Bulletin 3.5 process and Contractor hereby certifies that it is and will remain in compliance with the campaign contribution restrictions under 17 V.S.A. § 2950.

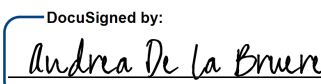
Cybersecurity Standard Update 2023-01: Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with *State of Vermont Cybersecurity Standard Update 2023-01*, which prohibits the use of certain branded products in State information 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> .

State and Federal Terms for Products and Services. Contractor agrees that “STATE OF VERMONT-FEDERAL TERMS SUPPLEMENT (Non-Construction) for all Contracts and Purchases of Products and Services Using Federal Funds (Revision date: July 28, 2022)” which is attached as Attachment H to this amendment, applies to any products or services provided to the State, at any time, when using federal funds.

This document consists of 10 pages. Except as modified by this Amendment No. 10, 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 to the Contract.

**STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS**

DocuSigned by:

4/26/2023
ANDREA DE LA BRUERE, COMMISSIONER
DATE
NOB 1 South, 280 State Drive
Waterbury, VT 05671-1010
Phone: 802-241-0239
Email: AndreaDeLaBruere@vermont.gov

**CONTRACTOR
MAXIMUS, INC.**

DocuSigned by:

4/26/2023
KAITA GILLHART, DIRECTOR DATE
1600 Tysons Blvd, Suite 1400,
McLean, VA 22102 Email:
contracts@maximus.com

ATTACHMENT H

STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)

for all Contracts and Purchases of Products and Services Using Federal Funds

(Revision date: *July 28, 2022*)

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General
 - a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
 - b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
 - c. No compensation will be allowed for items eliminated from the Contract.
 - d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

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- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.