

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
WEX HEALTH INC.

CONTRACT #35876
AMENDMENT #8
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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 WEX Health Inc., with a principal place of business in Simsbury, Connecticut (the "Contractor") that the contract between them originally dated as of July 1, 2015, Contract # 35876, 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 \$25,027,160.00 to \$25,482,080.00, representing an increase of \$454,920.00.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from June 30, 2022, to June 30, 2024.
- III. **Attachment A, Scope of Services.** The Scope of Services is amended as follows:

Section III, C Specialized Services, of Attachment A is amended by deleting and replacing with the Section III. C. as set forth below:

C. Transition Services: The State of Vermont passed a Legislative directive to return the QHP billing functions to the Insurance Carriers as of January 1, 2022. Contractor shall continue administration of the billing and payment functions for Medicaid participants in accordance with the approved Project Plan. The period of December 1, 2021, through July 31, 2022, will be considered a transition period during which the Contractor will devote the resources necessary to perform the work as described in the approved Discovery Solution Document for the Premium Processing project.

- Contractor shall accept additions to 2021 QHP enrollment and provide billing and payment function for this population through April 30, 2022.
- Contractor shall accept retroactive modification to QHP enrollment and provide billing and payment functions for this population through April 30, 2022.
- Contractor shall provide the ability to bill Vermont Premium Assistance to the State of Vermont, receive payment and remit to the Carriers, due to retroactive or additions to 2021 QHP enrollment.
- Contractor shall provide Vermont Health Connect administrator, customer support representative access to historical QHP and Medicaid participant records.
- Contractor shall reconcile bank accounts and remit funds to carriers, QHP participants and the State of Vermont based on approved cadence and business rules in accordance with the approved Project Plan. Notwithstanding the foregoing, the State of Vermont acknowledges and agrees that QHP funds may remain in the Contractor's bank accounts to fund checks issued to QHP participants prior to July 31, 2022.
- Contractor shall provide the ability to disable open enrollment rules for Medicaid enrollments to enable CMS payment rules for Medicaid. (Effective June 1, 2022).

These transition specialized services shall be performed for a fixed fee and shall be invoiced in accordance with the transition specialized services table in Attachment B.

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Section 7. Scope of Services of Attachment A is hereby amended by the addition of the following language:

Dr. Dynasaur Premiums.

As of the effective date of this Amendment 8, Dr. Dynasaur premium payments are suspended due to the COVID-19 State of Emergency. Upon thirty-days' notice from the State, Contractor shall resume collection services. Collection services shall not resume prior to July 1, 2023.

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

1. Section Two of Attachment B is amended by the addition of the following requirements.

**Estimated Budget
7/1/2022 through 6/30/2024**

Activity	Fixed Rate Per Month	Total
*Maintenance and Operations of Contractor Billing System	\$12,500.00	\$300,000.00 (24 months)

**Estimated Budget
Applicable upon resumption of Dr. Dynasaur Premium
collections (not billable until after July 1, 2023)**

Activity	Rate	Total
Estimated Population (Average) Per Month	7,000	N/A
*PMPM @ \$2.50	\$2.50	\$210,000.00
*Estimated pass-through costs @ \$1.13 PMPM	\$1.13	\$94,920.00
Maximum Allowable Budget 7/1/2023-06/30/2024	Total	\$304,920.00

***Billing Assumptions for 7/1/2022 through 6/30/2024:**

Contractor shall be paid at a fixed monthly rate of \$12,500 until State instructs Contractor to collect Dr. Dynasaur premiums. Contractor shall switch to a billing rate of \$2.50 PMPM and \$1.13 Pass Through PMPM beginning the month collection services start, no earlier than July 1, 2023.

Specialized Services section of Attachment B as set forth in Amendment 7 is hereby deleted and replaced as set forth below:

The following Specialized Services budget is being added for the period beginning January 1, 2022:

Contractor shall invoice for three \$60,000.00 payments up to a maximum of \$180,000.00 payable by the State at the following milestones upon ongoing completion of the deliverables listed in Section III of the DDI scope added in Amendment 7:

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- January 22, 2022,
- April 22, 2022, and
- The earlier of upon completion of deliverables and milestones as outlined in the approved Project Plan or July 31, 2022.

The total fixed payment for the work described in Section III of Attachment A shall not exceed \$180,000.00.

SOV Cybersecurity Standard 19-01. All products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

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 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.

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This document consists of 4 pages. Except as modified by this Amendment No. 8, 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.

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DocuSigned by:  6/9/2022
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WEX HEALTH, INC.

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