

**STATE OF VERMONT  
DEPARTMENT OF VERMONT HEALTH ACCESS  
GAINWELL TECHNOLOGIES LLC.**

**PAGE 1 OF 10  
CONTRACT # 42868  
AMENDMENT 1**

**STATE OF VERMONT  
CONTRACT AMENDMENT**

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (the "State") and Gainwell Technologies LLC, with a principal place of business in Conway, Arkansas (the "Contractor") that the Contract between them originally dated as of January 1, 2022, Contract # 42868, as amended to date, (the "Contract") is hereby amended as follows and is effective December 31, 2022:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such of Attachment B reference appears in the Contract, shall be changed from \$95,403,737.97 to \$97,064,137.65 representing an increase of \$1,660,399.68.
- II. **Section 9. Attachments of the Standard Contract** on Page two of the Base Agreement is hereby deleted in its entirety and replaced as set forth below:

This Contract and all subsequent Amendments include the following Attachments which are incorporated herein:

- Attachment A – Statement of Work
- Exhibit I to Attachment A – State Functional and Technical Requirements for Base Services
- Exhibit II to Attachment A – Service Level Agreement
- Attachment B – Payment Provisions
- Attachment C – Standard State Provisions for Contracts and Grants
- Attachment D – Other Provisions for IT Systems Implementation
- Attachment E – Business Associate Agreement
- Attachment F – Agency of Human Services Customary Contract Provisions
- Attachment G – Subcontractor Compliance Form
- Attachment H – State of Vermont – Federal Terms Supplement

- III. **Section 10. Order of Precedence of the Standard Contract** on Page Two of the Base Agreement is hereby deleted and replaced as set forth below:

Any ambiguity, conflict or inconsistency between the documents comprising this Contract shall be resolved according to the following order of precedence:

- 1) Standard Contract
- 2) Attachment D
- 3) Attachment C
- 4) Attachment H
- 5) Attachment A with Exhibits
- 6) Attachment B
- 7) Attachment E
- 8) Attachment F
- 9) Attachment G

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IV. **Attachment A, Scope of Services.** The Scope of Services is amended as follows:

**Section III Additional One-time, Ongoing, and Future MMIS Modernization Projects** on Page 18 of Attachment A of the base Contract is amended by the addition of the following requirements as set forth below in the Attachment 1 to this Amendment.

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

**Section 8. Table B.1 – Operational Invoice Payment Schedule** on Page 79 of the Base Contract is hereby deleted and replaced as set forth in the Attachment 2 to this Amendment

**Section 12. Total Budget, Table B.5 Total Operational and Project Costs** on Page 86 of the Base Contract is hereby deleted in its entirety and replaced as set forth in the Attachment 2 to this Amendment.

VI. **Attachment D, IT Systems Implementation.** Section 6.4 of Attachment D on Page 99 of the Base Contract is hereby deleted in its entirety and replaced as set forth below.

**6.4 Operations Security.** To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor shall cause an SSAE 18 SOC 2 Type 2 or independent NIST audit report to be conducted annually. The audit results and the Contractor's plan for addressing or resolution of the audit results shall be shared with the State within sixty (60) days of the Contractor's receipt of the audit results. Further, on an annual basis, within 90 days of the end of the Contractor's fiscal year, the Contractor shall transmit its annual audited financial statements to the State.

**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>

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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 2022-01: 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 2022-01, 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. 1, all provisions of the Contract remain in full force and effect.

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

STATE OF VERMONT  
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR  
GAINWELL TECHNOLOGIES LLC

DocuSigned by:  
Andrea De La Bruere 12/28/2022  
ANDREA DE LA BRUERE DATE  
COMMISSIONER  
NOB 1 South, 280 State Drive  
Waterbury, VT 05671-1010  
Phone: 802-241-0239  
Email: Andrea.DeLaBruere@vermont.gov

DocuSigned by:  
Paul Saleh 12/27/2022  
PAUL SALEH, CEO DATE  
3DBA3AD6B7484C0  
355 LedgeLawn Drive  
Conway AR 72304  
Phone: 703-245-4600  
Email: Paulsaleh@gainwelltechnologies.com

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**Attachment 1. Changes to Attachment A**

**Section III of Attachment A, Additional One-time, Ongoing, and Future MMIS Modernization Projects** is hereby amended by the addition of the following requirements.

**F. Payer-Initiated Eligibility Information Exchange Transaction** is hereby deleted and replaced as set forth below.

**Payer-Initiated Eligibility Information Exchange (PIE) Transaction**

Contractor shall create an easily repeatable, automated process to receive, match and upload health insurance information from commercial insurers into the ACCESS and MMIS systems. Contractor shall improve and automate current manual processes to identify members with other health insurance from insurer files and upload other insurer information into eligibility systems. Contractor's MMIS technical work activities shall include analysis, design, construction, project management and testing, including integration testing between MMIS and ACCESS systems, and support of testing with sources of commercial insurance information.

A Vermont-specific set of files and file layouts shall be jointly agreed upon and implemented for automation of members' other insurance information loads from MMIS into the ACCESS system, and for manual review of other insurance information that cannot be automatically loaded into ACCESS based on rules established by the State. These file formats will be utilized for traditional PIE data exchanges from specific carriers, as well as for consolidated information about other insurance verified via Contractor's COB On Demand service. Contractor shall monitor and maintain the software and services required to provide other insurance information to ACCESS. The MMIS process will supplement the other insurance file information as needed to meet ACCESS load data requirements and will modify data formats and codes as needed to be compatible with ACCESS.

Contractor shall utilize its COB On Demand service, including the Contractor's National Eligibility Database (NEDB), to verify other insurance for each identified change in member eligibility. Because Blue Cross Blue Shield of Vermont (BCBSVT) eligibility data currently is not incorporated within the Contractor's NEDB, Contractor will work with BCBSVT to incorporate it.

An optional process for periodically verifying all Vermont members for other insurance against the Contractor's NEDB is available to be utilized at the State's sole discretion at the fixed fee specified in Table B.5 for "PIE/COB Population Verification."

**COB On Demand Implementation Deliverables**

The one-time fee for implementation of the COB On Demand service includes:

- One instance of verifying the full, active Vermont member population;
- Analysis, design, development, testing, project management, and implementation of the batch process between MMIS, COB On Demand service, and ACCESS systems.

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Project deliverables shall be produced, including a Deliverable Expectation Document (DED) for each. The DED shall define the content, format and acceptance criteria for each written deliverable, as agreed upon between Contractor and the State.

- i. Business Requirements Document – including specifications for business rules and claims processing changes as necessary. Technical changes shall also be described, including configuration, tables and other technical changes required to implement the project. Requirements traceability shall be maintained throughout the project.
- ii. Testing Plan – including testing approach, test scenarios and user stories. The document shall also describe testing methodologies and all test environments, configuration and test data required.
- iii. Test Cases – including all test results for review and approval by the State. Test cases should be mapped to business requirements and user stories where appropriate. Test case coverage of all requirements should be documented.

Upon review and approval of each project deliverable, the State shall issue a Deliverable Acceptance Document (DAD). Receipt of the DAD signifies formal acceptance by the State. DADs for all project deliverables are required for Contractor to invoice for the one-time implementation fee and retainage in accordance with Attachment B.

**J. Family Planning Initiative** is hereby added to the Contract as set forth below:

The State optional Family Planning eligibility group and benefit become a new Vermont State Plan service effective July 1, 2023. Eligibility and enrollment will be managed through the ACCESS system based on the Family Planning Option criteria and activation of a new category code. The MMIS and Pharmacy Benefit Management systems shall be modified, by Contractor, to support this new benefit program, including the ability to recognize the new Family Planning eligibility group category code, and processing of claims through the MMIS. Analysis and design activities will begin in early 2023, with development, testing, and implementation completed by July 1, 2023.

The State shall develop new program rules to govern the program. Contractor shall design and implement a new benefit plan in the MMIS similar to other ‘limited benefits’ programs already in existence that provide essential coverage only. The State will work with Contractor to define project requirements and business rules to be implemented. Contractor shall deliver a Work Plan that identifies staff allocation for detailed analysis and design phase activities, including a Business Requirements Document and Test Cases. Based upon State written authorization of the Work Plan, Contractor shall invoice the State monthly for actual hours worked. Contractor shall deliver monthly status reporting for activities performed by Contractor.

Detailed requirements will be defined and documented in a Specification Order prior to work commencing, estimated to begin in 2023.

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All work shall be billed in accordance with the State approved Specification Order not to exceed the budgeted amount listed in this Contract. Contractor shall bill in accordance with the rates and frequency specified in Attachment B.

**Family Planning Option Project Deliverables**

- iv. Business Requirements Document – including specifications for business rules and claims processing changes as necessary. Technical changes shall also be described, including configuration, tables and other technical changes required to implement the project. Requirement traceability shall be maintained throughout the project.
- v. Test Cases – including all test results for review and approval by the State. Test cases should be mapped to business requirements and user stories where appropriate. Test case coverage of all requirements should be documented.

**K. Mobile Crisis Services** is hereby added to the Contract as set forth below:

The State will be implementing a program for coverage of Mobile Crisis Services that will require changes to the MMIS and financial reporting. Contractor activities shall include provisioning of new provider types and an update to the Financial Balancing Report (FBR) because these Mobile Crisis Services will be eligible for 85% federal match for the first 12 quarters after implementation. Codes for services will require modifiers because different rates will be paid for the mobile crisis dispatch depending on location of service delivery. Some follow-up services eligible for the 85% federal match will be paid at a higher rate than currently on file and will become Level 1 payments.

Mobile Crisis provider types will cover both dispatches and follow up services. Mobile Crisis providers will have teams of individuals dispatching to the community for services that can be delivered by a clinician, a peer, or another State-identified qualified professional.

Detailed requirements will be defined and documented in a Specification Order prior to work commencing, estimated to begin in 2023. Implementation is targeted for 9/1/2023.

All work shall be billed in accordance with the State approved Specification Order not to exceed the budgeted amount listed in this Contract. Contractor shall bill in accordance with the rates and frequency specified in Attachment B.

**L. Ad Hoc DDI Requests.** Contractor shall perform Ad Hoc DDI Tasks at the request of the State for new or ongoing projects as approved and in accordance with State and federal requirements. Each DDI effort shall have a signed Specification Order. If DDI scope includes deliverables, they will be identified within the Specification Order. All work shall be billed in accordance with the State approved specification Order not to exceed the budgeted amount listed in this Contract. Contractor shall bill in accordance with the rates and frequency specified in Attachment B.

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**Attachment 2. Changes to Attachment B**

**Attachment B Table B.1. Operational Invoice Payment Schedule** is hereby deleted in its entirety and replaced as set forth below:

<b>MMIS Services</b>	<b>1/1/22- 12/31/22</b>	<b>1/1/23-12/31/23</b>	<b>1/1/24-12/31/24</b>	<b>1/1/25 - 12/31/25</b>	<b>1/1/26 - 12/31/26</b>	<b>Budget Subtotals</b>
Financial Management Business Services	\$909,250.00	\$948,660.00	\$982,080.00	\$1,004,010.00	\$1,026,990.00	\$4,870,990.00
Financial Management - Third Party Liability Business Services	\$457,920.00	\$477,770.00	\$494,600.00	\$505,650.00	\$517,220.00	\$2,453,160.00
Operations & Plan Management - Claims Business Services	\$1,367,440.00	\$1,426,710.00	\$1,476,980.00	\$1,509,960.00	\$1,544,520.00	\$7,325,610.00
Operations Management - Quality, Policy, Training & Support	\$592,880.00	\$618,580.00	\$640,370.00	\$654,670.00	\$669,650.00	\$3,176,150.00
Operations Management - Audit Services	\$230,800.00	\$245,700.00	\$261,500.00	\$278,100.00	\$295,700.00	\$1,311,800.00
Provider Management Business Services	\$1,776,280.00	\$1,853,280.00	\$1,918,570.00	\$1,961,410.00	\$2,006,310.00	\$9,515,850.00
Provider Enrollment Business Services	\$916,250.00	\$955,960.00	\$989,640.00	\$1,011,740.00	\$1,034,900.00	\$4,908,490.00
Mailroom, Print, and OCR Business Services	\$743,880.00	\$776,120.00	\$803,470.00	\$821,410.00	\$840,210.00	\$3,985,090.00
Medicaid Enterprise Systems IT and Account Support Services	\$6,076,900.00	\$6,340,290.00	\$6,563,680.00	\$6,747,470.00	\$6,936,390.00	\$32,664,730.00
Medicaid Enterprise Systems Analytics and Reporting	\$451,720.00	\$471,300.00	\$487,900.00	\$498,800.00	\$510,210.00	\$2,419,930.00
Provider Management Software as a Service	\$2,515,360.00	\$2,624,380.00	\$2,716,840.00	\$2,777,510.00	\$2,841,090.00	\$13,475,180.00
Medicaid Enterprise Systems EDI Services	\$291,330.00	\$303,960.00	\$314,670.00	\$321,690.00	\$329,060.00	\$1,560,710.00
<b>MMIS Fixed Price - SUBTOTAL</b>	<b>\$16,330,010.00</b>	<b>\$17,042,710.00</b>	<b>\$17,650,300.00</b>	<b>\$18,092,420.00</b>	<b>\$18,552,250.00</b>	<b>\$87,667,690.00</b>
Medicaid Enterprise Systems Modification (SO) Enhancements	\$600,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$2,500,000.00
Passthrough Costs: Postage, Bank Charges, Mailroom Consumables	\$225,000.00	\$225,000.00	\$225,000.00	\$225,000.00	\$225,000.00	\$1,125,000.00
<b>SUBTOTAL - MMIS as billed</b>	<b>\$725,000.00</b>	<b>\$725,000.00</b>	<b>\$725,000.00</b>	<b>\$725,000.00</b>	<b>\$725,000.00</b>	<b>\$3,625,000.00</b>
Electronic Visit Verification (EVV) as a Service:						
EVV Support Service	\$87,280.00	\$87,280.00	\$87,280.00	\$0.00	\$0.00	\$261,840.00

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EVV Monthly Min Visit Fees	\$65,249.55	\$65,249.55	\$65,249.55	\$0.00	\$0.00	\$195,748.65
EVV Recurring Visits Over Minimum	\$65,249.33	\$65,249.33	\$65,249.33	\$0.00	\$0.00	\$195,747.99
EVV Recurring Aggregator Fee Per Member	\$41,237.11	\$41,237.11	\$41,237.11	\$0.00	\$0.00	\$123,711.33
<b>SUBTOTAL - EVV</b>	<b>\$259,015.99</b>	<b>\$259,015.99</b>	<b>\$259,015.99</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$777,047.97</b>
PIE/COB OnDemand M&O	\$0	\$75,294.00	\$100,392.00	\$100,392.00	\$100,392.00	\$376,470.00
<b>SUBTOTAL - MMIS Core, EVV, PIE/COB and As Billed Budgets</b>	<b>\$17,314,025.99</b>	<b>\$18,102,019.99</b>	<b>\$18,734,707.99</b>	<b>\$18,917,812.00</b>	<b>\$19,377,642.00</b>	<b>\$92,446,207.97</b>

**Attachment B Section 12. Total Budget** is hereby deleted in its entirety and replaced as set forth below:

**TABLE B.5 Total Operational and Project Costs**

<b>Total Budget 01/01/2022 – 12/31/2026</b>	
MMIS Operations 5-year cost (includes bill as utilized operations)	<b>\$92,446,207.97</b>
EDI Overages	\$100,000.00
MAPIR Integration/Customization (through 12/31/2023)	\$132,000.00
Payment and Delivery System (PADS) Reform (through 12/31/2023)	\$1,000,000.00
Technology Updates – CM Platform (complete 12/31/2022)	\$1,980.00
T-MSIS Enhancements (through 12/31/2023)	\$1,780,000.00
Electronic Visit Verification Project (EVV) Enhancements (through 12/31/2024)	\$227,500.00
Provider Initiated Eligibility (PIE) Project	\$150,800.00
Cost Sharing Enhancements	\$227,000.00
Act 48 Implementation (IHIP)	\$117,082.68
Family Planning Initiative	\$115,000.00
PIE/COB Implementation (Fixed Fee)	\$41,738.00
PIE/COB Population Verification (Fixed Fee)	\$52,218.00
Mobile Crisis Services	\$72,611.00
Ad Hoc DDI hours as requested by the State	\$500,000.00
<b>Total Projects Budget</b>	<b>\$4,617,929.68</b>
<b>Total 'Not to Exceed' Contract Budget</b>	<b>\$97,064,137.65</b>



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**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.
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.

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**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:

- 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.