

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (the "State") and Nava PBC, with a principal place of business in Washington, D.C. (the "Contractor") that the contract between them originally dated as of August 15, 2018, Contract #36881, (the "Contract") is hereby amended as follows:

- I. **Zero Dollar Agreement.** The Zero Dollar Agreement provision is hereby deleted in its entirety and replaced as set forth below:

Maximum Amount. The services being rendered by Contractor from August 15, 2018 through December 31, 2018 are funded through philanthropic donations provided to achieve the goals of this work at no cost to the State. In consideration of the services to be performed by Contractor from January 1, 2019 through August 14, 2019, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$1,323,110.00.

- II. **Attachment A, Specifications of Work to be Performed.** The scope of services is amended as follows:

Exhibit 1, Discovery Phase: Scope of Work, and Exhibit 2, Implementation Master Schedule, to Attachment A are hereby deleted in their entirety and replaced as set forth in the attachment to this Amendment.

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

Attachment B is hereby deleted in its entirety and replaced as set forth below in the attachment to this Amendment.

- IV. **Attachment D, Information Technology Professional Services Terms and Conditions.** Section 11 of Attachment D Subsections a. through e. are hereby deleted and amended to reinstate previously deleted Sections, 9, 10, 15, 16 and 17 of Attachment C, revised 12/15/17 as set forth below:

11. MODIFICATIONS TO ATTACHMENT C:

Attachment C is hereby modified as follows:

- a. By deleting paragraph 18 Child Support;
b. By modifying paragraph 20 to read:

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement, except as authorized by applicable State policy.

c. By modifying paragraph 22 to read:

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party'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. See, <https://www.sam.gov/portal/SAM/>

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

d. By deleting paragraph 31 Requirements Pertaining Only to Federal Grants and Subrecipient Agreements; and

e. By deleting paragraph 32 Requirements Pertaining Only to State-Funded Grants.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, 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.

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.

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.

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
CONTRACT
NAVA PBC CORPORATION

CONTRACT #36881
AMENDMENT #1
PAGE 3 of 10

BY STATE OF VERMONT
Department of Vermont Health Access

E-SIGNED by Cory Gustafson
on 2019-01-22 16:56:48 UTC

Cory Gustafson, Commissioner
NOB 1 South, 280 State Drive
Waterbury, VT 05671-1010
Phone: 802-241-0246
Email: Cory.Gustafson@vermont.gov
Date: January 22, 2019

BY CONTRACTOR
Nava PBC Corporation

E-SIGNED by Marcos Torres
on 2019-01-22 15:53:39 UTC

Marcos Torres, VP of Finance & Business Operations
1428 U Street, NW, Suite 300
Washington, DC 20009-8010
Phone: 204-487-9945
Email: Marcos@NavaPBC.com
Date: January 22, 2019

Exhibit 1 to Attachment A

Custom Portal Phase 1 (CPPH1) Scope of Work

Objective

Contractor shall explore how the Vermont Agency of Human Services and Vermont Agency of Digital Services may streamline the intake and processing of eligibility documents for Vermonters, caseworkers, and document-processing staff. Contractor shall identify and log opportunities to reduce the client burden of identifying and submitting appropriate documentation, the caseload burden on caseworkers tasked with verifying an applicant's eligibility factors, and the administrative burden on staff tasked with document intake and processing.

During the CPPH1 project, Contractor shall work with the State to design and develop simple, functional, open source web application(s) that support these goals and help the State ensure accurate and timely determination of eligibility.

- The pilot begins with a 10-week “discovery phase,” focused on user research, stakeholder and organizational alignment, design and prototyping, refinement of an initial product strategy, and delivery plan for the document upload and processing functionality.
- The subsequent "pilot phase" will be based on what is learned in the discovery phase from benefits participants and the multidisciplinary skills and perspectives from the State. During the pilot phase, Contractor shall design and implement a small pilot that allows the State to serve a limited number of real users. The scope of the pilot is to demonstrate impact against key metrics as defined in the Project Charter and allow Contractor and the State to deliver real value to users while also uncovering operational and technical challenges in a low-risk context. The purpose of this pilot will be to gain more information about what interventions will be most effective, not to build the final technical solution for CPPH1. The pilot may not cover the end-to-end document submission process and may not reflect the final technical solution.
- Once the pilot criteria are met, the VT Product team should collaboratively assess whether to recommend keeping the pilot running, expanding to other offices or ending the pilot. The State, in its sole discretion, will determine whether and to what extent to continue with the Pilot. During the delivery phase, the joint Contractor and VT Product Team will focus on optimizing the uploader tool as well as providing uploader specifications and feedback to the teams responsible on connecting the uploader to State Systems such as OnBase, an Integration Platform or an IE authentication system.

A. Project Term:

July 30, 2018 through July 31, 2019.

B. Team size and roles:

Contractor shall provide personnel with the skill sets capable of fulfilling the work.

- July - December 2018: 4.1 FTE
- January - July 2019: 6 FTE

The anticipated roles on this project include Program Manager, Design Lead, Engineering Lead, Engineer, Designer/Researcher and Product Manager. The skills and roles on this project may change over the life of the project depending on program needs.

C. Overview of Activities

- Discovery Phase (July 30 - Oct 5, 2018)
 - Research and prototyping the user experience and technical approach and pilot design in collaboration with the State product team, technical feasibility, identifying key metrics.
 - **Key milestones:** midpoint and final presentations.
- Pilot Phase (Oct 2018 - Dec 2018)
 - Pilot phase kickoff.
 - Training of any staff needed.
 - Pilot begins in an Economic Services Division (ESD) office.
 - Collecting metrics.
 - Measuring and evaluating the impact on key metrics.
 - **Key milestones:** Pilot phase kickoff, uploader is sending documents to secure inboxes, pilot launch, pilot criteria met, report back of result.
- Delivery Phase (Jan 2019 - July 2019)
 - Once the pilot criteria are met, the State product team shall evaluate whether to wind down the pilot and concentrate on production delivery, expand or continue the uploader.
 - Based on that decision, Contractor shall either continue to optimize the tool in the field and identify triggers for expanding to more programs or wind down and begin building the final product based on what was learned in the pilot.
 - *(if appropriate)* Functionality is added to send documents to ADPC drives or DVHA secure inboxes.
 - Contractor shall be prepared to provide CPPH1 specifications and implementation feedback to teams responsible for connecting to other State systems, such as:

- The State's API and OnBase team(s) to test connection to OnBase and any CPPH1 specifications needed for security documentation.
- The State's Integration Platform team to test a connection to OnBase through a hub and any CPPH1 specifications needed for security documentation.
- The State's IAM team to test an authentication layer and any CPPH1 specifications needed for security documentation.
- **Key milestones:** Connection to OnBase available in a test environment (*note that this is a shared milestone with the API or Integration Platform teams*) and submission of uploader for security review, handoff of final CPPH1 deliverables and documentation to the State.

In all phases, key activities also include weekly check-ins with the State product team to share progress, align on strategy and resolve any blockers.

D. Deliverables

By the end of the discovery phase, Contractor shall deliver:

- Insights and recommendations for user experience, technical implementation, and service improvements for uploading and processing eligibility documents, including user-facing and technical prototypes to test solutions and implementation strategies and definition of key metrics to measure success.
- A blueprint, outlining the proposed pilot experience for clients and caseworkers for the document uploader tool.
- Pilot plan detailing activities, pilot participation outreach, and needs from a product, technical and operational perspective.

By the end of the pilot phase, Contractor shall deliver:

- The tool piloted with a small group of target users. Depending on the use case chosen, pilot participants could be either Vermonters or State workers. The team will seek to minimize the amount of State time needed to administer the pilot.
- A blueprint, outlining the end-to-end experience for clients and caseworkers, for improving the experience of verifying client eligibility.
- Report back of key metrics and findings from the pilot.
 - Note that this deliverable requires the pilot to run for at least four weeks. Contractor's goal is to run the pilot phase for four (4) weeks during the period of performance. If that changes due to the scope of the pilot or outside events, Contractor will provide a report for the run during the period of performance but

will recommend that the State continue the pilot for at least four (4) weeks to gather data for metrics.

- Implementation recommendations for CPPH1 including:
 - Draft architectural diagrams that detail the flow of documents through the submission and verification process and recommended service boundaries.
 - Proposed non-functional requirements including system reliability and maintainability.
 - Draft product roadmap for the subsequent phase.
 - Program and operational recommendations for the subsequent phase.

By the end of the delivery phase, Contractor shall deliver:

- A field-tested Vermonter-facing document upload that allows applicants to submit verification documents to support benefits applications and allows caseworkers to access those documents through secure inboxes and shared drives. The team will provide any documentation required to submit the uploader tool for a security review and official Authority to Operate.
- The team will also provide documentation and, if appropriate, implementation feedback on an API connection to OnBase either directly or through the Hub.
- Future-facing Product Roadmap for CPPH1.
- Documentation, training, and handoff to State assigned technical resources, including the API specifications for connecting to OnBase and any documentation needed to maintain the uploader tool.

Exhibit 2 to Attachment A

Implementation Master Schedule

Customer Portal Phase 1

Project Term: July 30, 2018 - December 21, 2018.

Activities	Months	Discovery		Pilot			Delivery							
		Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	
Kickoff meeting and initial rounds research.		●												
Mid-point Discovery presentation			●											
Final rounds of research, prototype development. Pilot focus chosen.														
End of Discovery presentation at the end of week 12.				●										
Pilot preparation														
Pilot kicks off. <i>Exact date should be determined with the state Product Team.</i>				●										
Evaluation of the pilot results.														
Pilot report back.														
Decision point: Continue, wind down or expand pilot.														
CPPH1 team continues to optimize the uploader based on metrics and vetted backlog.														
Uploader continues to send documents to secure inboxes or shared drives. Collaboration with Hub, OnBase or IAM teams as needed.														
Handoff of CPPH1 to the VT team with final documentation, training and any future facing roadmap recommendations														

Blue ball = Key meeting or milestone.

The Master Schedule may be refined in collaboration with the State and built out over the life of the project in collaboration with the State to include key action items and deliverables as the project progresses. Key assumptions and dependencies for this schedule include:

- Pilot focus determined by September 12, 2018.
- Key metrics chosen and baseline data collected by September 14, 2018.

- Iterations to the prototype and pilot plan approved by State Product Owner, Technical Lead and Security Lead by September 21, 2018.
- Pilot launch does not require an official Authority to Operate.
- Pilot preparation with State Product team takes no more than 3 weeks.
- Pilot kicks off no later than October 29, 2018 and runs for at least four (4) weeks. If not, Contractor shall provide a metrics report for the run during the period of performance but will recommend that State continue the pilot for at least four (4) weeks to gather data.
- Pilot criteria met. If the State pursues an API connection to OnBase, Contractor shall collaborate with the API team on specifications for an API to connect the uploader tool directly to OnBase and provide implementation feedback on a build-out of the API. If the State pursues an Integration Platform, Contractor shall provide the State with CPPH1 specifications and implementation feedback on connecting CPPH1 to the Hub.
- Final 2018 deliverables due by December 17, 2018.
- Early 2019: If appropriate, expansion within ESD and to DVHA and submission of that functionality for security review. CPPH1 team continues to optimize the uploader based on metrics and vetted backlog.
- Spring 2019: Until the direct connection to OnBase is approved, uploader continues to send documents to State secure inboxes or shared drives. When either an API or Hub connection is ready, the team will provide feedback on the connection and CPPH1 specifications needed to support security review.
**Note the schedule is designed to be flexible to the decisions regarding APIs or an Integration Hub, but our schedule may be impacted if teams we depend on are not able to deliver on time.*
- Summer 2019: Handoff of CPPH1 to the State with final documentation, training and any future facing roadmap recommendations.

**ATTACHMENT B
PAYMENT PROVISIONS**

The services being rendered by Contractor from August 15, 2018 through December 31, 2018 are funded through philanthropic donations provided to achieve the goals of this work. In consideration of the services to be performed by Contractor, the State agrees to provide Contractor with sufficient access to State resources necessary to enable Contractor to develop the relationship with the State. For the period from January 1, 2019 through August 14, 2019, 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 delivered or 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** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Contractor shall submit bi-weekly reports of billable hours in a format and on a schedule as agreed by the parties.
5. Invoices shall be submitted monthly on a time and material basis to the State at the following address:

Susan Whitney, Financial Manager II
Susan.Whitney@vermont.gov
Business Office, Contracting Unit
Department of Vermont Health Access
NOB 1 South, 280 State Drive
Waterbury, VT 05671-1010

6. Contractor shall submit invoices to the State in accordance with the schedule for rates for services performed as set forth below:

Key Personnel	Hourly Rate	Minimum Education	Minimum Industry Experience
Program Manager	\$217.43	Bachelor's Degree	8+ Years
Product Manager	\$175.62	Bachelor's Degree	3+ Years
Lead Software Engineer	\$209.07	Bachelor's Degree	5+ Years
Software Engineer	\$183.98	Bachelor's Degree	3+ Years
Lead Designer/Researcher	\$183.98	Bachelor's Degree	5+ Years
Designer/Researcher	\$167.25	Bachelor's Degree	3+ Years

7. EXPENSES: The fee for services shall be inclusive of Contractor expenses.