

**STATE OF VERMONT
CONTRACT AMENDMENT**

It is hereby agreed by and between the Parties, State of Vermont, Department of Vermont Health Access (the "State") and WEX Health, Inc., with a principal place of business in Simsbury, CT (the "Contractor") that the Contract #35876 between the Parties originally dated July 1, 2015, and 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 \$17,849,960.00 to \$21,358,580.00 representing an increase of \$3,508,620.00.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from December 31, 2019 to December 31, 2020.
- III. **Attachment A, Scope of Services.** Section III of Attachment A beginning on page 6 of 54 of the base Contract and as previously amended is deleted and replaced with the following:

III. Specialized Services

- A. The State is exploring a new instance to protect Medicaid records from retroactive changes for Qualified Health Plans (QHPs) and Dental records currently hosted by Contractor. Retroactive changes are changes to customer information, in the current system, that are applied to a prior timeframe.

Contractor shall set up and test a new database to test the ability of the system to accept inbound API traffic and route Medicaid enrollment data to a separate database instance to allow Medicaid records to stand alone from billing and payments (Apply Logic) to split customer records and to determine a best practice for cut-off dates, history movement if applicable, and maintaining old records in the system for wind-down and reporting purposes. The benefit will be to provide effective options to consider for 'Q4 2019 and into 'Q1 2020 (calendar year) based on tested configurations and concepts. This will allow the State and Contractor to plan activities for 2020 toward the future state of the system. Additionally, this effort will prove the ability to apply Medicaid policy-based rules to records in the new instance, which will benefit the State by allowing compliance with State based Medicaid policy.

Contractor shall perform the following activities:

Set-up of Staging database/instance for testing purposes to include:

1. Non-hourly activities:
 - a. Test Environment Set-up
Set up and configure an environment to test acceptance of data from the State which could include retroactive changes to mixed households as well as Medicaid only households
 - b. Managerial oversight of Contractor's staff activities and project status.

2. Hourly pool drawdown. Contractor shall allocate 600 hours for the following activities:
 - a. Test ability to accept calls and route them to the appropriate instance to determine if Contractor's system can handle the calls as they are currently sent with minimal to no changes to the Vermont Health Connect (VHC) platform. Contractor shall:
 - i. Participate in demonstrations as data becomes available. Data is generally run on a 4-week cadence.
 - ii. Provide weekly progress reports including but not limited to testing results, validation of correct instance, application of Medicaid rules, and reporting hours used from the pool.
 - iii. Attend weekly Project Management (PM) meeting to review reports, discuss prior week's progress as well as to outline the coming weeks plans.
 - b. Consulting – meet with the State and State vendors to discuss a path forward for migrating QHP and Dental billing to the respective QHP Carriers.
 - c. Development as requested by the State to support changes to the current processor system, including, but not limited to, determining transition dates for data, troubleshooting issues with payment processing to QHP Carriers, and making changes as a result of the work outlined in Section 2.a.
 - d. Meetings - Three onsite meetings up to eight hours per day for no more than two staff. Meetings shall be used for activities including, but not limited to, demonstrations of significant project milestones and interactive discussions with the State for the purposes of planning for future project goals.
 3. As a result of the activities carried out in A.1 and A.2 above Contractor shall provide the following deliverables:
 - a. Discovery and Solutioning Document (DSD)
 - b. Fully tested staging instance
 - c. Project Plan for execution to production
 4. In addition to the work describe in sections A.1 through A.3 above Contractor may bill an additional 100 hours for work performed, as requested by State, at the Specialized Services rates set forth in Attachment B for the Technical, Analyst and Specialist positions. This project excludes billing of the Executive role.
- B. At the State's Project Director formal written request utilizing the Work Request Form in Attachment J of the base agreement, the Contractor shall perform custom modifications to Contractor's Software as a Service (SaaS) billing system, provide custom reports, research data issues, or accommodate other specific custom requests of this nature. All Specialized Services performed shall be invoiced in accordance with the Rate Card in Attachment B unless

otherwise specified. Contractor shall devote the resources necessary to perform the work described in the Work Request. All work described in a Work Request shall be completed within the month ordered unless otherwise stated therein.

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

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

**Calendar Year 2020 Estimated Budget
 1/1/2020 through 12/31/2020**

Activity	Monthly	Annual
Monthly Base Service Fee x 12 Months	\$180,000.00	\$2,160,000.00
Per Member Per Month (PMPM)	\$2.50	\$810,000.00
Estimated Population (Average) Per Month	27,000	
Estimated pass through costs @ \$1.13 PMPM (27,000 Estimate)	\$366,120.00	\$366,120.00
Budget 1/1/2020-12/31/2020	\$3,336,120.00	\$3,336,120.00

The following Specialized Services budget is being added for the period beginning November 15, 2019:

State shall pay the Contractor a fixed sum of \$30,000.00 per month for three months up to a maximum of \$90,000.00. Upon completion of the deliverables listed in Section III of the Design, Development and Implementation (DDI) scope added in this Amendment 6, the State shall remit \$60,000.00 to the Contractor. The total fixed payment for the work described in Section III of Attachment A shall not exceed \$150,000.00.

Work performed in Section III includes additional consulting and development hours above the 600 hours budgeted in the fixed price of \$150,000.00. Due to their inclusion in the Specialized Services fixed price, these additional hours exclude work performed by the Executive role. Additional hours may only be billed as requested and approved in writing by the State for a maximum of 100 hours not to exceed \$22,500.00. Contractor shall bill at the Specialized Service rates included in this Attachment B for Technical, Analyst and Specialist hours worked.

The total maximum amount for this work shall not exceed \$172,500.00.

V. **Attachment D, Modifications of Customary Provisions of Attachment C or Attachment F.** Attachment D of Amendment Two is hereby amended as follows:

SECTION 3: CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING:

Section 3 is hereby amended by the addition of the following:

“3.6 Security Policies. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure, and will provide a copy of such policy to the State upon request.

3.7 Vulnerability Testing. The Contractor shall run quarterly vulnerability assessments and promptly report results to the State. Contractor shall remediate all critical issues within 90 days, all medium issues within 120 days and low issues within 365 days. Contractor shall obtain written State approval for any exceptions. Once remediation is complete, Contractor shall re-perform the test.”

SECTION 6. PROFESSIONAL LIABILITY INSURANCE COVERAGE:

Section 6 is hereby deleted in its entirety and replaced by the following:

“Professional Technology Liability Insurance: In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain (a) Technology Professional Liability insurance for any and all Services performed under this Contract that, together with umbrella coverage, provides a minimum third party coverage of \$5,000,000.00 per claim, \$10,000,000.00 aggregate; and (b) first party Breach Notification Coverage that, together with umbrella coverage, is not less than \$5,000,000.00.

Before commencing work on this Contract, the Contractor must provide certificates of insurance to show that the foregoing minimum coverages are in effect.

With respect to the first party Breach Notification Coverage, Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Contract.”

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 pain 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.

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>

This document consists of 5 pages. Except as modified by this Amendment No. 6 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

E-SIGNED by Cory Gustafson
on 2019-12-31 02:50:17 GMT

WEX HEALTH, INC

E-SIGNED by Robert Deshaies
on 2019-12-30 23:39:48 GMT

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