

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Green Mountain Care Board (the "State") and eScribers, with a principal place of business in Phoenix, Arizona (the "Contractor") that the contract between them originally dated as of July 13, 2022, Contract # 43903, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Attachment B – Payment Provisions**. Attachment B is hereby deleted in its entirety and replaced as set forth in the attachment to this Contract Amendment.

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>

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 3 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

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Contract #43903
Amendment #1

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

By the State of Vermont:

By: DocuSigned by:
Jessica A. Holmes
2ED272615AAF464...

Name: Jessica A. Holmes

Title: Interim Board Chair

Date: 9/28/2022

By the Contractor:

By: DocuSigned by:
Rachel Weiser
083A4149F65E4E1...

Name: Rachel weiser

Title: VP Business Development

Date: 9/28/2022

ATTACHMENT B – PAYMENT PROVISIONS

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. Invoices must detail all work performed during the invoice period and the amount(s) payable therefore in accordance with the schedule for deliverables and/or rates for services set forth below.
5. Invoices shall be submitted to the State at GMCB.Invoice@vermont.gov.
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:

The State shall reimburse Contractor as follows:

Appearance fee per day via Microsoft Teams:

| | |
|--|----------|
| Half Day (4 hours or less) | \$250.00 |
| Full Day (4 hours 1 minute to 8 hours) | \$350.00 |

Overtime: \$65/hour billed in 15-minute increments and applied whenever the court reporter is needed beyond eight (8) hours or after 6:00 PM Vermont time.

E-Transcript:

| | |
|-----------------------------------|-----------------|
| Five (5) Business Day Turnaround | \$6.75 per page |
| Three (3) Business Day Turnaround | \$7.75 per page |
| Next Business Day Turnaround | \$9.25 per page |

Contractor will submit an invoice to the State for services or monthly. Payment shall be contingent upon satisfactory performance by the Contractor. For any schedule for deliverables set forth herein, Contractor shall only submit invoices following State acceptance of the applicable deliverable or deliverable milestone.

Invoice must include unique invoice number, dates of service and the address for remittance of payment.

Upon full payment by the State, all products of the Contractor's work, including outlines, reports, charts, sketches, drawings, artwork, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or sold by the Contractor.