



CONTRACT AMENDMENT

DATE: 2/3/2026	AMENDMENT AMOUNT: <u>Unencumbered – Work will be performed by Delivery Order</u>
ADVANTAGE CONTRACT #: MA 18P 21120900000000000042	
DEPARTMENT AGREEMENT #: COM-22-6505 A	
START DATE: 12/15/2021	END DATE: 6/30/2027

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Health and Human Services		
ADDRESS: 109 Capitol St		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-0011
PROVIDER		
PROVIDER NAME: PUBLIC CONSULTING GROUP LLC		
DBA:		
ADDRESS: PO BOX 845308		
CITY: BOSTON	STATE: MA	ZIP CODE: 02284-5308
VENDOR CUSTOMER #: VC1000073998	FEDERAL UEI #: TPJKF9K5HNL5	

Each signatory below represents that the person has the requisite authority to enter into this Contract Amendment.

Department Representative:

Provider Representative:

Todd Haber 2/18/2026

Marc Stauble 3/31/2026

BY: Signature **Todd Haber** Date
Acting Deputy Commissioner of Finance

BY: Signature **Marc Stauble** Date
Health Practice Area Director

The contract amendment is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract amendment.

AMENDMENT

The contract is hereby amended as follows: (Check and complete all that apply)

<input checked="" type="checkbox"/>	Amended Period	Original Start Date: 12/15/2021	Amendment Start Date: 1/1/2027
		Current End Date: 12/31/2026	New End Date: 6/30/2027
		Reason: Extending current agreement due to continued need	
<input type="checkbox"/>	Amended Contract Amount	Adjustment Amount: \$ N/A	New Contract Amount: \$ N/A
		Reason: N/A	
<input checked="" type="checkbox"/>	Amended Scope of Work	The Scope of Work in Rider A is amended as follows: Rider A is revised (see attached)	
<input checked="" type="checkbox"/>	Other	Describe the Changes: Riders B and D amended to included updated language	
Agreement Amendment Summary		Original Agreement [unencumbered]	\$ 0.00
		<u>Amendment A [unencumbered]</u>	<u>\$ 0.00</u>
		Revised Total	\$ 0.00

All other terms and conditions of the original contract and subsequent contract amendments remain in full force and effect.

Rider A is deleted and replaced in its entirety with the following:

**RIDER A
SCOPE OF WORK**

1. DEFINITIONS

<u>Term/Acronym</u>	<u>Definition</u>
Long-term	More than two thousand eighty (2,080) hours of effort provided by a Resource for a particular project.
State	State of Maine
DHHS	Department of Health and Human Services
Psychiatric Hospitals	Riverview Psychiatric Center and Dorothea Dix Psychiatric Center
OADS	The Department’s Office of Aging and Disability Services
OMS	The Department’s Office of MaineCare Services
OBH	The Department’s Office of Behavioral Health
OCFS	The Department’s Office of Child and Family Services
MCDCP	The Department’s Center for Disease Control and Prevention
OFI	The Department’s Office of Family Independence
DLC	The Department’s Division of Licensing and Certification

- A. **Engagement** – The specific terms by which the resource is expected to work.
- B. **Employee** – A Resource who is an employee of the Provider and receives a W-2 at year end.
- C. **Independent Contractor** – A Resource who is self-employed and receives a 1099-Misc at year end.
- D. **Request** – A formal invitation sent by the Department to the Provider, looking for a Resource to be perform a specific assignment. The request will include specifics including but not limited to necessary skills and experience, typical tasks and duties, and general timeframes.
- E. **Resource** – An Employee or Independent Contractor hired by or contracted with the Provider to perform a specific assignment.
- F. **Department Identified Resource** – A Resource who is determined by the Department for which the Provider is providing payroll services.
- G. **Provider Identified Resource** – A Resources who is recruited by the Provider and approved by the Department. The Provider subsequently provides payroll services for this Resource.

- H. **Department Program Manager** - The Department employee to whom the Resource will report.

2. **INTRODUCTION/OVERVIEW**

The purpose of this agreement is to provide Long-term Resource support for a variety of Department projects on an as-needed basis. The types of resources included Traveling Resources, Laboratory/Medical Resources, and other specified Professional Resources. In most cases, the Department will require the Providers to identify and recruit Resources (Provider identified Resource) for the specific need. This Agreement is the result of and consistent with the State of Maine, Department of Health and Human Services “Long-term Resource Support Services Request for Proposal #202108125”.

The Provider shall recruit resources and/or perform payroll services to support the Department’s contracted staffing needs.

3. **DELIVERABLES**

The Provider shall perform all services and maintain all standards and requirements for services provided under this Agreement, and all Delivery Orders under this Agreement, in accordance with the below:

A. **General Requirements**

1. Provide a single point of contact for both Department staff and Resources to respond to questions and coordinate communication, as agreed upon by the Department and the Provider.
2. Provide recruitment and/or payroll services as outlined in this Contract. The Provider is authorized to provide resources from the following Categories listed in Appendix B:
 - a. Category I – Traveling Resources
 - b. Category II – Laboratory/Medical Resources
 - c. Category III – Other Specialized Professional Resources

B. **Recruitment Requirements**

1. Resources from this section are called Provider Identified Resources.
 - a. Resources may be an Employee of the Provider or an Independent Contractor.
2. Respond to recruitment requests made by the Department by advertising, screening, interviewing, and all other standard aspects of recruitment for finding and attracting the potential resources necessary to meet the Resource staffing needs.
3. For Requests the Provider chooses to respond to, ensure the response to requests for recruitment:
 - a. Have a minimum of one (1) proposed candidate that meets or exceeds the specifications made by the Department. The Request will specify the maximum number of candidates that can be proposed.

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- i. The Provider shall notify the Department within five (5) business days if it will be unable to propose candidates.
 - b. Are submitted within the timeframe specified by the Department.
 - i. Standard turnaround time for presenting a viable candidate that meets or exceeds the information in the Request is ten (10) business days.
 - ii. In rare cases, the request may allow additional time for the Provider to recruit the Resource. The request shall be specific to the turnaround timeframe.
 - c. When requested, include a revised and competitive Resource Mark-up rate that is preferably less than, but cannot to exceed, the capped rate identified in the Funding and Payment Rider.
 - d. In the event the Provider must recruit the Resource, the Department will work with the Provider to establish a Resource Hourly Rate to ensure ability to recruit reflects current employment market expectations.
4. Ensure the proposed candidate meets the minimum qualifications for the requested position, including any licenses/certificates required under Maine Laws.
 - a. Additional specific requirements, such as verifying the Resource status on the Office of Inspector General Medicare Exclusion list, will be included on the Request.
 5. Ensure the Department is afforded the opportunity to interview any final candidate identified by the Provider.
 - a. The Department may ask the Provider to submit the resume and other related information which could include the application for employment, evidence of appropriate knowledge, experience, and competency related to the specific job responsibilities, prior job performance reviews, and employment references.
 6. All costs associated with Recruitment of the Resource shall be the responsibility of the Provider, including but not limited to travel and lodging for interviews.
 7. The Department will have the right to accept or reject any offer by the Provider for any proposed Resource.
 8. The Department reserves the right to cancel the Request at any time.

C. Pre-Engagement Requirements

1. Facilitate contingent Engagement offers to the Resource and conduct criminal background checks and/or license verifications in accordance with the Rider D, Section 18 Background Checks, including applicable out-of-State background checks and license verifications, prior to any announced start date of the intended candidate.
2. Provide written confirmation, as allowed by law, to the Department verifying the selected Resource's file is current and has been provided to the Provider's Human Resource Department, including but not limited to:
 - a. Application for Engagement
 - b. Documentation of current employment verification and background screening
 - c. Documentation of a current drug screen (when applicable)
 - d. Records of counseling and disciplinary action
 - e. Verification of a valid, in good standing Maine license to practice in their respective field from the appropriate licensing board
 - i. Applicable licensure must remain valid, in good standing throughout the term of the Contract for providing coverage services at the Department. The licensure will be as specified in the Request, or as otherwise agreed to in writing by the parties.
 - f. Verification that the Resource has good status on the Office of Inspector General Medicare Exclusion list as described in the Request.

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- g. Documentation of education and training (resume or curriculum vitae)
 - h. Evidence of appropriate knowledge, experience, and competency related to the specific job responsibilities
 - i. A competency assessment shall be provided by the Provider and used by the Department to evaluate competency.
 - i. One (1) annual packet to include yearly evaluations, competency assessments, signed confidentiality statements, and mandatory policies sign-off.
 - j. The Department may request a portion of or full documentation of the selected Resource's file.
3. Finalize the Resource Hourly Rate, Mark-up Rate, and Resource Billable Rate
 - a. When the Resource is a Provider Identified Resource, the Department will work the Provider to negotiate the Resource Hourly Rate.
 - i. The Resource Hourly Rate should include the Resource's portion of the costs to cover the benefits outlined in Rider A, Section III (D)(3)(a – b).
 - b. At the discretion of the Department, the Resource Hourly Rate may include additional Personal Time Off up to the cap specified in the Funding and Payment Rider, Section 2. This must be justified by the Provider through the response to the Request, augmented by additional information provided at the request of the Department.
 - c. The final Resource Hourly Rate, Mark-up Rate, and Resource Billable Rate must be approved by the Department.
 4. Determine Resource Hours – Collaborate with the Department to determine the exact hours for the individual Resource on a case by case basis.
 - a. Resources are typically expected to have a work schedule of forty (40) hours per work week that aligns with the Department's standard operating hours of Monday - Friday, 8am–5pm (Augusta Maine time). This excludes Holidays observed by the State.
 - i. Resource Assignments may be required to provide support on Saturdays, Sundays, State Holidays and/or administrative closing days.
 - ii. Some Assignments may require alternate schedules outside the hours of 8 a.m. to 5 p.m., such as those performing work at the Psychiatric Hospitals or during a state of emergency.
 - iii. The Department and the Provider will determine the exact hours on a case by case basis.
 - b. Reimbursement will only be made for actual hours worked. Reimbursement will not be made for:
 - i. Holidays observed by the State that were not worked
 - ii. Time off for illness
 - iii. Time off for vacation or other personal time off
 - iv. For time not worked as a result of early dismissal of the Resource due to weather or other causes
 5. Coordinate with the Department, the Resource's actual start date, which will be documented in the Delivery Order.
 6. Follow the Department's Delivery Order process:
 - a. The Staffing Delivery Order Template that will be used for procuring these services is presented in Appendix A. The typical process is described below.
 - i. The Department will create a Staffing Delivery Order which includes, but is not limited to, the following information:
 1. The Resource name
 2. The Resource type
 3. Job description
 4. Department or Provider Identified Resource indicator

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5. Independent Contract or Provider Employee
6. Resource Hourly rate, multiplier, and total bill rate
7. Department Program Manager
8. Primary work location
9. Dates of Engagement
- ii. Once the Department approves the Delivery Order, it will route to the State's Division of Procurement Services (part of the Department of Administrative and Financial Services) for final approval.
- iii. Once approval is applied, the Provider will receive a copy of the Delivery Order via email.
- iv. No work is authorized until this process is complete.
7. All costs associated with Pre-Engagement of the Resource shall be the responsibility of the Provider, including but not limited to travel and lodging for interviews

D. Engagement General Requirements

1. Provide payroll functions to Resources, including but not limited to:
 - a. Identifying the selected Resource as an Independent Contractor or Employee.
 - b. Processing weekly timecards.
 - c. Comply with all State record-keeping requirements for Human Resources/Payroll Services.
 - d. Being responsible for all payroll withholding and benefit requirements as applicable.
 - e. Preparing quarterly and annual withholding reports as required by State and Federal employment guidelines.
 - f. Perform general HR/Payroll Record keeping requirements as required by law for Human Resources/Payroll Services.
2. The Provider shall invoice the Department for time worked by the Resource. Supporting documentation shall be in the form of an electronic timecard system for the Department to approve hours worked or through some other mechanism approved in writing by the Department.
3. Benefits - Ensure the following minimum level of benefits for those Resources that are Employees of the Provider:
 - a. Provide health insurance that meets the minimum value standard of at least sixty percent (60%) of the total cost of medical services and which also provides substantial coverage for physician and inpatient hospital services and which complies with the Employer Shared Responsibility Provisions as required under the Affordable Care Act.
 - b. Provide dental insurance that covers preventative care at a minimum value standard of at least ninety-five (95%) of the total cost of dental services, with a minimum of two (2) cleanings per year, with the cost of preventive care not applying towards annual maximum benefit.
4. Travel Reimbursement –Resources who travel as part of his/her assignment may be reimbursed for all or part of their expenses. Reimbursement must have written approval of the Department and will be in accordance with the State's travel policy (<https://www.maine.gov/osc/travel>). The Provider shall:
 - a. Invoice the Department for the allowable travel costs. The invoice shall include details regarding the miles traveled, receipts for expenses and any other necessary documentation.
 - b. Adhere to requests for a detailed audit related to travel records within five (5) business days.
 - c. All travel must be preapproved by the Department.

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5. Adherence to Policies as outlined by the Department Program Manager in writing during the onboarding process:
 - a. Ensure Resources adhere to State of Maine policies regarding use of State-owned equipment, confidentiality of information and any other “Statewide” policy as identified by the Department.
 - b. Ensure Resources Comply with all applicable State and federal rules, regulations and standards.
6. Remote working:
 - a. Ensure Resources who work remotely comply with all applicable federal and State privacy and security policies.
 - b. All tools and equipment supplied by the Department and/or OIT shall remain property of the State and shall be returned at the end of the Engagement.
 - c. Provide safeguards for Resource to perform work remotely on behalf of the Department and as approved by the Department. Safeguards might include, but are not limited to, the following: confidential working space, reliable and secure internet.
7. Leave Time, Schedule Changes, and Other Accommodations
 - a. Notify the Department of approved Family Medical Leave, Workers Compensation and ADA accommodations for the Resource.
 - i. The Provider is responsible for ADA accommodations unless approved in writing by the Department.
 - b. Example: The Department will typically be responsible for ADA accommodations for Department Identified Resources.
 - c. Coordinate scheduled and unscheduled time off with the Department Program Manager.
 - i. The Department must approve scheduled time off.
 - ii. The Provider and/or Resources should notify the Department Program Manager immediately when they are expected to be absent or late.
 - d. Changes to the work schedule must be approved in advance by the Department Program Manager.
8. Overtime
 - a. Overtime must be approved in advance in writing by the Department.
 - b. Reimbursement for overtime will be made for actual hours worked at the Resource Billable Rate (straight time).
 - i. At the written approval of the Department, a premium rate may be used for hours worked over forty-five (45) in any given week. The premium rate will be capped at 1.5 times the Resource Billable Rate.
9. Performance and Disciplinary Actions
 - a. The Resource is expected to report to work consistently as scheduled by the Department, exhibit an appropriate degree of professionalism, and complete all required tasks as assigned.
 - b. The Department must be made aware of disciplinary discussions and written and/or verbal communications regarding or involving any Resource.
 - c. The Provider must address and work with the Resource to alleviate any performance issues, including feedback from the Department.
 - d. The Department must be consulted in decisions where the Provider believes it should terminate the Resource.
 - e. The Department reserves the right to immediately terminate the Resource/Delivery Order for Performance or when it is in the best interest of the Department.
10. The Provider shall ensure Resources abide by the following IT policies.
 - a. All access to the States’s systems shall be performed using devices, accounts,

authentication methods, and virtual private network, provisioned by the Department. Provider personnel are subjected to the following Policies:

- i. Access Control Policy (<https://www.maine.gov/oit/sites/maine.gov/oit/files/inline-files/AccessControlPolicy.pdf>)
- ii. Access Control Procedure for Users (<https://www.maine.gov/oit/sites/maine.gov/oit/files/inline-files/AccessControlProceduresForUsers.pdf>)
- iii. Security Awareness Training (<https://www.maine.gov/oit/sites/maine.gov/oit/files/inline-files/SecurityAwarenessTrainingPolicy.pdf>)
- iv. Rules of Behavior Policy (<https://www.maine.gov/oit/sites/maine.gov/oit/files/inline-files/RulesofBehavior.pdf>)
- v. User Device and Commodity Application Policy (<https://www.maine.gov/oit/sites/maine.gov/oit/files/inline-files/UserDeviceCommodityAppPolicy.pdf>)
- b. To the extent the Resource will be onsite/in State offices:
 - i. Network Device Management Policy (<https://www.maine.gov/oit/sites/maine.gov/oit/files/inline-files/NetworkDeviceManagementPolicy.pdf>)
- c. To the extent cellphone/tablets are provided by the Department to be used:
 - i. Mobile Device Policy (<https://www.maine.gov/oit/sites/maine.gov/oit/files/inline-files/MobileDevicePolicy.pdf>)

E. Termination/Resignation Requirements

1. Coordinate and facilitate meetings with the Department and the Resource when performance concerns arise.
 - a. Prior to discussing termination of the Resource, the Department will discuss any issues relating to the individual Resource with the Provider.
 - b. The Department and the Provider shall collaborate and conduct any separation of Engagement with the individual Resource as needed.
 - c. The Resource shall be terminated immediately at the discretion of and as directed by the Department.
 - d. Any termination actions will be performed by the Provider.
2. Notify the Department immediately upon discovery of:
 - e. Any adverse action being taken by any agency of any state against a Resource's professional license; and/or
 - f. If the Resource's professional license expires during their Engagement with the Department.
3. Ensure the Department receives at least fourteen (14) calendar days written notice of the resignation of any Resource.
 - a. If the Resource resigns or separates from the Department without a fourteen (14) calendar day written notice or fails to complete their Engagement, the Provider shall deduct from their invoice to the Department the amount equal to twenty-five (25) percent of the Resource Billable Rate for each scheduled working day, for every scheduled working day the Resource was less than fourteen (14) calendar days.
 - b. At the discretion of the Department:
 - i. The length of the notice may be longer than fourteen (14) calendar days. This will be designated in the Recruitment Request.
 - ii. The penalty may be waived.

4. In the event the Resource resigns with less than thirty (30) days into the Engagement, the Provider shall have seven (7) calendar days to present a suitable replacement to the Department that meets or exceeds the qualifications of the Resource who resigned.
 - a. In the event the Provider is unsuccessful in presenting a candidate that is accepted by the Department, the Provider shall deduct from their invoice to the Department the amount equal to twenty-five (25) percent of the Resource Billable Rate for each scheduled working day, for every scheduled working day the Resource was less than thirty (30) days.
 - b. At the discretion of the Department, the penalty may be waived.

F. Conversion of the Resource to State Employment

1. Cooperate with the Department in the instance of the Resource being selected to be hired under a State payroll line in converting the Resource in an efficient, effective, and timely manner, and in accordance with State human resources procedures.
 - a. The Department will pay the Provider a Liquidation Fee according to the following structure:
 - i. The maximum payment will be equal to ten (10) percent of the cost of first six (6) months of the engagement.
 - ii. No Liquidation Fees will be made to the Provider for transitions after the initial six (6) months of the engagement.
 - iii. If the Resource is hired in the first six (6) months, the payment will be prorated by applying to the number of months remaining in the first six (6) months of the engagement from the original six (6) months.
 1. For example, if four (4) months into the engagement, the provider would be entitled to one third (1/3) of the maximum payment.
 2. The math would be (6 months – 4 months) / 6 months.

V. PERFORMANCE MEASURES

In performing all services under this Agreement, the Provider shall achieve all Performance Measures listed within the Mandatory Performance Measures table directly below. Failure to achieve such Performance Measures may result in the Department withholding Agreement payment(s) to the Provider, at the discretion of the Department. The Provider shall provide additional Supportive Documentation as indicated within the table, for Department validation of the summary data submitted within the Performance Measures Report.

1. Perform all services under the contract by achieving all Performance Measures listed within the table below.
 - a. Submit data to support the performance measures outlined by submitting reports as outlined in the Required Reports table below. Submit data within the timeframes as outlined in the Reporting Schedule table below.
 - b. Provide additional supportive documentation for Department validation of the data submitted as reasonably requested by the Department.

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PROVIDER MANDATORY PERFORMANCE MEASURES			
<u>Performance Measure Letter:</u>	<u>Performance Measure</u>	<u>Assessment Cycle</u>	<u>Supportive Documentation</u>
A.	# of days from date of request by Department that the Provider provides at least one (1) acceptable candidate	Quarterly	Evidence of date of Department request and Department's acceptance of at least one (1) candidate.
B.	% of candidates presented to Department that are deemed acceptable to Department	Quarterly	Names of candidates provided to, and names of candidates deemed acceptable to Department.
C.	% Resources who complete their contract term	Quarterly	Names of Resources, start dates of contracts and finish dates of contracts.
D.	% of Resources with any Department-initiated disciplinary action	Quarterly	Number of Resources for which the Provider has received notice that disciplinary action is required, and total number of Resources contracted to Hospital.

VI. REPORTS

A. Required Reports

The Provider shall track and record all data/information necessary to complete the reports listed in the table below:

	<u>Name of Report or On-Site Visit:</u>	<u>Description or Appendix #:</u>
1.	Performance Measures Report	Demonstrates evidence of successful recruitment, retention and performance of engagement terms.

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2.	Quarterly Resource Report	<p>List of Resources that were in an Engagement during the previous quarter. Should include:</p> <ol style="list-style-type: none"> 1. The name of each Resource; 2. The position title; 3. The location of the Assignment; 4. The start date of the Assignment; 5. The end date of the Assignment; 6. The mark-up and/or billing rate; 7. The Delivery Order number; 8. Total amount of the Delivery Order; 9. The amount paid to date; and 10. The number of hours worked to date.
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B. Reporting Schedule for Above listed Required Reports

The Provider shall submit all of the reports listed in the table below to the Department in accordance with the deadlines established within the table:

	<u>Name of Report or On-Site Visit:</u>	<u>Period Captured by Report or on-site visit: (“Each year/quarter/month/week”)</u>	<u>Due Date: (“# days after each year/quarter/month/week”)</u>	<u>Submit reports in accordance with Department and Provider Point of Contacts Section of this Agreement to:</u>
1.	Performance Measures Report	Each Quarter	Thirty (30) Days After Each Quarter.	Program Administrator
2.	Quarterly Resource Report	To-Date	Thirty (30) Days After Each Quarter.	Program Administrator

The Provider understands that the reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Agreement until such reports are received, reviewed, and accepted. |

The Provider further agrees to submit such other data and reports as may be reasonably requested by the Contract Administrator.

Rider B, Section 17 INSURANCE is deleted and replaced in its entirety with the following:

INSURANCE REQUIREMENT. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

- A. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
- i. The Provider’s insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
 - ii. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - iii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
 - iv. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.

The Department will not grant the Provider, or any sub-contractor of the Provider, “Additional Insured” status and the Department will not grant any Provider a “Waiver of Subrogation”.

Rider B, Section 18 NON-APPROPRIATION is deleted and replaced in its entirety with the following:

NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.

The following sections are added to Rider B:

26. CYBERSECURITY AND PROHIBITED TECHNOLOGIES. Through the execution of this contract, the Provider certifies that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2021 \(3\)](#); and
- B. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2030-B](#).

Contracts entered into by a state agency in violation of Title 5 M.R.S. §2030-B are void. A person who executes this contract in violation of this section commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, (Title 5 M.R.S., §2030-A).

27. TARIFFS. Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

Rider D, Section 1 CONFIDENTIALITY is deleted and replaced in its entirety with the following:

1. CONFIDENTIALITY.

- A. Subject to the Maine Freedom of Access Act (FOAA), [Title 1 M.R.S. §400](#) et seq., “confidential information” means non-public information designated as protected from disclosure under state or federal law. Confidential information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be subject to the requirements herein. The term “confidential information” does not include any information or documentation that is subject to disclosure under FOAA.
- B. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Contract.
- C. In the event of a breach of this confidentiality provision, the Provider shall notify the Contract Administrator immediately.
- D. The Provider shall comply with the [Maine Public Law, Title 10, Chapter 210-B \(Notice of Risk to Personal Data Act\)](#).

The following section is added to Rider D:

21. **INSURANCE.** In addition to the requirements identified in Rider B, Section 18, the following shall inclusions to the insurance policy shall apply. Errors & Omissions, or Professional Liability Insurance, or Insurance by any other name, should at a minimum cover the following:
- a) All acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate.
 - b) Network security and privacy risks, including, but not limited to, unauthorized access, failure of security, breach of privacy, wrongful disclosure, collection, or other negligence in the handling of confidential information, related regulatory defense, and penalties in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate.
 - c) To the extent the Provider manages sensitive data, Data breach expenses in an amount not less than \$1,000,000, which coverage shall include, but is not limited to, the following:
 - i) Consumer notification, whether or not required by law;
 - ii) Forensic investigations;
 - iii) Public relations and crisis management fees; and
 - iv) Credit or identity monitoring, or similar remediation services.
 - d) To the extent the Provider stores State sensitive data, the amount shall be payable, whether incurred by the Department or the Provider. The policy shall affirm coverage for contingent bodily injury and property damage arising from the failure of the Provider's technology services, or an error, or omission, in the content of, and information from, the Provider. If a sub-limit applies to any element of the coverage, the certificate of insurance must specify the coverage section and the amount of the sub-limit.
 - e) Workers' Compensation and employer's liability, as required by law.
 - f) Property (including contents coverage for all records maintained pursuant to this Contract): \$1,000,000 per occurrence.
 - g) To the extent the Provider uses vehicles to perform services under this Agreement, Automotive Liability of not less than \$400,000 per occurrence single limit.
 - h) Crime, in an amount not less than \$500,000.
 - i) Business Interruption, in an amount that would allow the Provider to maintain operations in the event of a Property loss.