



MASTER AGREEMENT CONTRACT

DATE: 10/3/2023

ADVANTAGE CONTRACT #: 18P 231003 039

CONTRACTED GOODS and SERVICES: Indirect Cost Allocation Plan Consulting

The State reserves the right to add similar goods and services to the Master Agreement (MA) if it's in the State's best interest but does not obligate the State to purchase similar noncontracted goods and services from the Provider.

START DATE: 11/1/2023

END DATE: 10/31/2025

Following the initial term of the contract, the Department, at their discretion, may opt to renew the contract for up to one (1) two (2) year and one (1) one (1) year extension periods.

AUTHORIZED DEPARTMENTS: All State of Maine Departments and Agencies

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

State of Maine DEPARTMENT

Department of Administrative and Financial Services, Division of Procurement Services

Address: Burton Cross Office Building, 9 SHS

City: Augusta

State: ME

Zip Code: 04333-0009

PROVIDER

MAXIMUS US SERVICES INC

Address: 1600 Tysons Blvd

City: McLean

State: VA

Zip Code: 22102

Provider's Vendor Customer #: VC0000245548

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

Department of Administrative and Financial Services

Maximus US Services, Inc.

DocuSigned by:

David Morris

2A644AF5681F482...

David Morris, Acting Chief Procurement Officer

Date 11/15/2023

DocuSigned by:

Jaida Williams

392E6D1A39D144A...

Jaida Williams, Sr. Specialist - Contracts

Date 11/15/2023

ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS DEPARTMENT AND ABBREVIATIONS	
Contract	Formal and legal binding agreement
Department	State of Maine Department Entering into this Contract
Provider	Organization providing services under this Contract
State	State of Maine
MA	Master Agreement Contract

PROVIDER POINT OF CONTACT

Provider Contact: The following person is designated as the Contact Person on behalf of the Provider for the Contract. All contractual correspondence from the Department shall be submitted to:

Name: Kyle Tyson

Email: kyletyson@maximus.com

Telephone:

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Cost Schedule Rider (Optional)
<input checked="" type="checkbox"/>	Rider A – Provider Requirements / Scope of Services
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input checked="" type="checkbox"/>	Rider G – Identification of Country in Which Contracted Work will be Performed
<input checked="" type="checkbox"/>	Bid Cover Page and Debarment Form, Appendix A from RFQ
<input type="checkbox"/>	Municipal Political Subdivision and School District Participation Certification, Appendix D from RFQ
<input type="checkbox"/>	
<input type="checkbox"/>	

COST SCHEDULE RIDER

Department	Fixed Price
Department of Agriculture, Conservation and Forestry	\$8,000.00
Department of Education	\$10,000.00
Department of Inland Fisheries and Wildlife	\$6,500.00
Department of Marine Resources	\$6,500.00
Department of Environmental Protection	\$8,000.00

Any Department not identified in the above chart will negotiate costs with MAXIMUS.

RIDER A PROVIDER REQUIREMENTS / SCOPE OF SERVICES

This Master Agreement Contract is the direct results of RFP 202307166

The Provider shall review all currently approved [2 CFR part 225](#) Departmental Indirect Cost Allocation Plans and develop revised plans, as requested. The Vendor will utilize the "Modified Total Direct Costs Method" or provide advice on a better methodology.

Specific tasks and responsibilities to be performed by the Vendor are defined below.

A. Specific tasks include:

1. Reviewing existing worksheets, allocation bases, indirect cost pools and methods of distributing costs for appropriateness and identify alternative methodologies;
2. Presenting, negotiating and securing approval of the indirect cost allocation plans with the appropriate federal cognizant agencies; and
3. Ensuring that Division of Financial and Personnel Services staff is thoroughly knowledgeable in how the plan was developed and capable of annually revising the plan.

B. Responsibilities of the Provider include:

- a. Completing the engagement and deliver an approved, negotiated cost allocation plan;
- b. Maintaining an open communication with Division of Financial and Personnel Services and other State agency staff, i.e., hold regular progress meetings and submit regular progress reports to the Division;
- c. Completing the project no later than eight weeks from date of commencement;
- d. Providing Division of Financial and Personnel Services staff with a clear, concise overview that summarizes the results of the engagement and the final, indirect cost allocation plans in electronic copy compatible with the Division's software; and
- e. Ensuring Division staff is provided with a clear understanding of the final document.

RIDER B TERMS AND CONDITIONS

1. **INVOICES AND PAYMENT:** Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents. Provider 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 Department and Advantage Contract numbers for this contract.

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2. BENEFITS AND DEDUCTIONS. If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
3. INDEPENDENT CAPACITY. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
4. DEPARTMENT'S REPRESENTATIVE. The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
5. CHANGES IN THE WORK. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
6. SUB-AGREEMENTS. Unless provided for in this Contract, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Contract Administrator. Any sub-agreement hereunder Entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.
7. SUBLETTING, ASSIGNMENT OR TRANSFER. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.
8. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Provider agrees as follows:
 - a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post

- in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.
- b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
 - c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
 - e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
 - f. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
 - g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
9. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction shall not apply to regularly retired employees or any employee who has out of state employment for a period of twelve (12) months.
10. WARRANTY. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. ACCESS TO RECORDS. As a condition of accepting an Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal

services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under

Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

12. TERMINATION. (a) The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
13. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
14. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
15. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.
16. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider

by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.

17. APPROVAL. This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
18. INSURANCE. The Provider shall keep in force the following insurance policies: Commercial General Liability with limits of \$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury or property damage committed by the Provider; Commercial Automobile Liability with a limit of \$2,000,000 each accident; Professional Liability for wrongful acts, errors or omissions committed by the Provider in performing its professional services under the contract with a limit of \$5,000,000; Workers Compensation with statutory limits including Employers Liability with a limit of \$1,000,000. The Commercial General, Automobile, and Professional Liability insurance policies shall include the Department as an additional insured. Such required insurance policies shall be issued by a company or companies fully licensed or designated as an eligible surplus lines insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance. N/A Prior to or upon execution of this Contract, the Provider shall furnish the Department with ACORD form Certificates of Insurance as evidence of the existence of such required insurance policies .
19. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are deappropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.
20. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
21. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:
- Rider C Exceptions
 - Rider B Terms and Conditions
 - Rider A Scope of Work
 - Payment Rider
 - Rider D Included at Department's Discretion
 - Rider E Included at Department's Discretion
 - Rider F Included at Department's Discretion
 - Rider G Identification of Country in which contracted work will be performed
 - Business Associate Agreement included at Department's Discretion
 - Other Included at Department's Discretion
22. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.

23. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.
24. DATA ACCURACY. Provider will guide the Department to determine the data required. Department represents that all financial and statistical information provided to Provider by Department, its employees and agents is accurate and complete to the best of its knowledge. Department further acknowledges and agrees that Provider is entitled to rely upon the accuracy and completeness of the data to perform the Services. Department will provide all data in a timely manner sufficient to allow Provider to provide the Services. Provider has no liability to Department for Department's provision of incomplete, inaccurate or untimely data.
25. COPYRIGHT FOR CONTRACTOR'S PROPRIETARY SOFTWARE. To the extent that the Services provided by Provider are generated by Provider's proprietary software, nothing contained herein is intended nor will it be construed to require Contractor to provide such software to Department. Department agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Provider's software. Nothing in this Agreement will be construed to grant Department any rights to Provider's materials created prior to the execution of this Agreement. All of the deliverables prepared by Contractor for Department included in the Services are specifically set out herein.
26. CONTRACTOR LIABILITY IF AUDITED. Provider will, upon notice of federal audit, make work papers and other records available to the auditors. Provider sole responsibility under a federal audit will be to provide reasonable assistance to Department through the audit and to make changes to the work product required as a result of the audit. Provider will not be liable for any federal audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.
27. LIMITATION OF LIABILITY. Department agrees that Provider's total liability to Department for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty will not, in the aggregate, exceed \$16,500.00.
In no event will Provider be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Contractor has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.
Any claim by Department against Provider relating to this Agreement must be made in writing and presented to Contractor within one (1) year after the date on which Provider completes performance of the services specified in this Agreement.
28. LITIGATION REIMBURSEMENT. If Provider is requested by Department to produce deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder for any third party matter, litigation or otherwise, then Department and Provider may execute a change order or new services agreement for the sole purpose

of setting forth any payment and the terms associated with Contractor's response and related to the reasonable fees of Contractor in responding. The foregoing does not: (1) diminish or negate Provider's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under this Agreement; or (2) apply in the event Provider is compelled by subpoena from a third party to provide Provider's deliverables, documents, records, working papers, or personnel for testimony or interviews.

29. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
30. AMENDMENT: No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.
31. DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION: By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
 - b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
 - c. Have not Entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

RIDER G

IDENTIFICATION OF COUNTRY

IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

- United States. Please identify state: Maine**
- Other. Please identify country: Enter Country**

Notification of Changes to the Information

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.

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