

FOURTH AMENDMENT TO AGREEMENT BETWEEN THE  
STATE OF FLORIDA  
OFFICE OF THE ATTORNEY GENERAL  
AND  
RUST CONSULTING, INC

The Office of the Attorney General (the AGENCY), and Rust Consulting, Inc. (the CONTRACTOR), agree to amend AGREEMENT No. K04562 to increase the total contract amount. Accordingly, the AGREEMENT is amended as follows

1. Page &, ARTICLE 4, COMPENSATION, paragraphs (1) and (2) are deleted in their entirety and replaced with the following:

ARTICLE 4. COMPENSATION

(1) The CONTRACTOR will be compensated as follows:

- Hourly Rates – Invoices monthly as used
- One-Time Fee – Invoiced the month item was created or performed
- Postcards, Records, Letters, Traces, Claims – Invoiced monthly for number mailed, received, or performed
- Minutes – Invoiced monthly for number of Call Center minutes used

<b>Scope of Work</b> (Tasks the Contractor is to perform)	<b>Price</b>	<b>Per Unit</b>	<b>Description</b>
<input checked="" type="checkbox"/> <b>Class Data Management</b>  1. Receive Data File 2. Reverse Phone Number Lookup for Address 3. Data Intake and Merge in Database 4. Customize Data for Mail File Creation 5. Reverse Lookup for Issuing Bank (assumes <1,000 banks) 6. Dedup, Analyze Data for First 6 Digits	\$1,000 \$795 Waived \$1,000 \$5,750 \$21,000	2 Files @ \$500 per file 15,891 Files @ \$0.05 per file 1,102,538 Records @ 0.01 per record 15,891 Files @ \$0.01 per file 5 Hours @ \$200 per hour 105 hours @ \$200 per hour	\$29,545
<input checked="" type="checkbox"/> <b>Direct Notice</b> <b>Initial Notice</b> 1. Notice Design, Mailing Setup and Coordination (multiple) 2. CASS/NCOA/LACS Processing 3. Send Email Notice 4. Spanish Translation (at cost) 5. Print and Mail Notice 6. Postage  <b>Follow-up to Initial Notice</b> 7. Receive Undeliverable Mail and Update Database 8. Coordinate Remailing (Assume 3 Mailings) 9. Address Trace  10. Re-mail Individual Notice 11. Postage – Re-mail Notice	\$4,125 \$500 \$34,127 \$250 \$50,475 \$63,935 \$2,944 \$2,475 \$1,682 \$7,135 \$5,423	25 Hours @ \$165 per hour 2 One-Time File Fee \$250/File 1,706,372 Emails @ \$0.02 At Cost 112,166 Notices @ \$0.45 112,166 Notices @ \$0.57 11,777 Notices @ \$0.25 15 Hours @ \$165 11,217 Traces @ \$0.15 9,513 Notices @ \$0.75 9,513 Notices @ \$0.57	\$173,071

<input checked="" type="checkbox"/> Website (English and Spanish) <ol style="list-style-type: none"> <li>1. Setup and Load Documents</li> <li>2. Draft and Post Website Content</li> <li>3. Spanish Translation (at cost)</li> <li>4. Monthly Maintenance/Hosting</li> </ol>	\$1,000 \$1,650 \$1,500 \$9,450	One-Time Fee 10 Hours @ \$165 At Cost 42 Months @ \$225	\$13,600
<input checked="" type="checkbox"/> Bank Data Management <ol style="list-style-type: none"> <li>1. Receive Data File</li> <li>2. Coordinate Data Process and Review</li> <li>3. Initial Review</li> <li>4. Non-conforming Files</li> <li>5. Customize Data for Mail Creation</li> </ol>	\$5,000 \$9,900 \$6,000 TBD \$4,000	10 Files at \$500 per File 60 Hours at \$165 per Hour 30 Hours at \$200 per Hour 20 Hours at \$200 per Hour	\$24,900
<input checked="" type="checkbox"/> Bank Direct Notice Initial Notice <ol style="list-style-type: none"> <li>1. Notice, Design, Mailing Setup and Coordination (multiple)</li> <li>2. CASS/NCOA/LACS Processing</li> <li>3. Send Email Notice</li> <li>4. Print and Mail Notice</li> <li>5. Postage</li> </ol> Follow-up to Initial Notice <ol style="list-style-type: none"> <li>1. Receive Undeliverable Mail and Update</li> <li>2. Coordinate Remailing (Assume 3 Mailings)</li> <li>3. Address Trace</li> <li>4. Re-Mail Individual Notice</li> <li>5. Postage – Re-Mail Notice</li> </ol>	\$1,650 \$250 \$253 \$3,551 \$3,630  \$207 \$825 \$118 \$503 \$335	10 Hours @\$165 per Hour One-Time Fee 6,313 emails @ \$0.04 each 7,891 Notices @ \$0.45 each 7,891 Notices @ \$0.46 each  829 Notices @ \$0.25 each 5 Hours @ \$165 per Hour 789 Traces @ \$0.15 each 671 Notices @ \$0.75 each 671 Notices @ \$0.50 each	\$11,322

<input checked="" type="checkbox"/> Processing Opt-Outs and Correspondence/ Email <ol style="list-style-type: none"> <li>1. Receipt and Process Hard Copy Claim Forms</li> <li>1. Draft Claims Procedures, Training and Reports</li> <li>2. Receipt and Data Capture</li> <li>3. Imaging (2 Page per Form)</li> </ol> Validation <ol style="list-style-type: none"> <li>1. Validate Claims</li> <li>2. Complex Claims</li> </ol> Process Deficient Claim Forms <ol style="list-style-type: none"> <li>1. Draft Letters and Coordinate Mailing</li> <li>2. Generate Cure Letter and Mail (Minimum \$150/batch)</li> <li>3. Postage – Letters</li> <li>4. Receive Response and Update Database</li> </ol> Online Claim Forms <ol style="list-style-type: none"> <li>1. Coordinate Design and Screen Development</li> <li>2. Develop Online Claim Filing Screens</li> <li>3. Download Forms from Website and Update Database</li> </ol>	\$109,659 \$1,320 \$18,094 \$1,755 \$17,600 \$13,200 \$1,320 \$2,741 \$859 \$4,113 \$1,650 \$6,000 \$1,097	1,218 Hours @ \$90 per hour 8 hours @ \$165 per hour 10,966 Claims @ \$1.65 per claim 21,932 pages @ \$0.08 per page 160 Hours @ \$110 per hour 120 Hours @ \$110 per hour 8 Hours @ \$165 per hour 1,828 Letters @ \$1.50 per letter 1,828 Letters @ \$0.47 per letter 1,371 Responses @ \$3 per response 10 Hours @ \$165 per hour 30 hours @ \$200 per hour 7,311 Claims @ \$0.15 per claim	\$179,408
<input checked="" type="checkbox"/> Fully Automated Call Center <ol style="list-style-type: none"> <li>1. Set-up (English and Spanish)</li> <li>2. Spanish Translation (at cost)</li> <li>3. Interactive Voice Response (Automated Q&amp;A)</li> <li>4. 800# Charges</li> </ol>	\$750 \$1,200 \$6,092 \$2,924	One-Time Fee At Cost 24,369 Minutes @ \$0.25 24,369 Minutes @ \$0.12	\$10,966

<input checked="" type="checkbox"/> Distribution and Tax Reporting Fund Distribution <ol style="list-style-type: none"> <li>1. Fund Setup, Distribution Coordination and Reports</li> <li>2. Create Distribution Files, Quality Control</li> <li>3. Print and Mail Payments</li> <li>4. Postage – Award Payments</li> </ol> Banking Activities and Tax Reporting <ol style="list-style-type: none"> <li>1. System Charges Banking Activities – per Check</li> <li>2. Account Reconciliation</li> <li>3. System Charges Banking Activities</li> <li>4. Annual Fee – QSF Income Tax Reporting</li> </ol>	\$3,300 \$2,000 \$8,019 \$10,157 \$2,673 \$495 \$6,125 \$4,800	20 Hours @ \$165 10 Hours @ \$200 17,820 Payments @ \$0.45 17,820 Payments @ \$0.57 17,820 Payments @ \$0.15 3 Hours @ \$165 35 Months @ \$175 4 Years @ \$1,200 per year	   \$37,569    
<input checked="" type="checkbox"/> Fees Project Management <ol style="list-style-type: none"> <li>1. Ongoing Maintenance, Declarations, Reporting</li> </ol> Technical Support <ol style="list-style-type: none"> <li>1. Ongoing Maintenance, System Modifications, Reporting, QA</li> </ol>	\$90,750 \$26,000	550 Hours @ \$165 130 Hours @ \$200	 \$116,750 
<input checked="" type="checkbox"/> Expenses Other Charges and Out-of-Pocket Costs. Includes post office box rental, overnight shipments, postage, labels, travel, long distance, data storage and other miscellaneous charges and expenses.	\$6,500	Fixed	\$6,500
<input checked="" type="checkbox"/> Discount	-\$23,169	Less 10 percent Discount Hourly Fees	-\$23,169

(2) The CONTRACTOR may be reimbursed for other costs (including but not limited to copying supplies, faxes, etc.) if approved in advance by the AGENCY's Contract Manager. The CONTRACTOR shall notify the AGENCY's Contract Manager, in writing when the total cumulative invoiced services and other costs reach 85% of the aggregate maximum total value of the AGREEMENT. Failure to comply with these provisions will result in non-payment. The aggregate maximum total value for all the above services and costs shall not exceed \$585,000

2. All provisions in the AGREEMENT and any attachments thereto in conflict with this amendment are hereby changed to conform with this amendment.
3. All provisions in the AGREEMENT not in conflict with this amendment are still in effect and are to be performed at the level specified in the AGREEMENT.
4. This amendment and is hereby made a part of the AGREEMENT.
5. This amendment is effective on September 9, 2022, or upon execution by both parties, whichever is later.

IN WITNESS WHEREOF, the AGENCY and the CONTRACTOR have executed this FOURTH AMENDMENT TO THE AGREEMENT.

Kim Schmidt  
Rust Consulting, Inc.

John Guard  
John M. Guard  
Deputy Attorney General

9/15/2022  
Date

9/16/2022  
Date

██████████  
FEIN Number

K04562  
Contract Number