

AMENDMENT

It is agreed between the State of Vermont, Department of Vermont Health Access (hereinafter called "State") and Behavior Health Network of Vermont (hereinafter called "Contractor") with principal place of business in Montpelier, VT that the contract dated September 25, 2014 is to be amended July 1, 2016 as follows:

1. **By striking out on page 1, items #3 and #4 of the Base agreement, and substituting in lieu thereof the following revised items #3 and #4:**
3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$1,865,331.
4. **Contract Term.** The period of Contractor's performance shall begin on **September 25, 2014** and end on **June 30, 2017**.

Work performed between **July 1, 2016** and the signing or execution of this amendment that is in conformity with Attachment A may be billed under this agreement. Contractor agrees that in exchange for the consideration of the option to bill for services performed, all terms and conditions described in this agreement shall apply to any and all services performed for or on behalf of the State. Contractor agrees that by submitting invoices, bills, or otherwise seeking compensation for services performed prior to the finalization of this agreement or signing of this agreement, contractor is agreeing to the application of all terms of this contract to that period and to that work. Contractor further agrees to defend, indemnify, and hold the State harmless for any claim, dispute, non-contractual cost or charge, or any liability whatsoever, whether in law, equity, or otherwise, which arises from or is connected to the work performed prior to the execution of this agreement. Contractor further agrees that these terms apply regardless of whether the work is accepted by the State, and regardless of whether payment is issued by the State to the Contractor for the work in question.

2. **By striking out on page 2, item #8 of the Base agreement, and substituting in lieu thereof the following revised item #8:**
8. **Attachments.** This contract consists of 17 pages including the following attachments, which are incorporated herein:
 - Attachment A - Scope of Work to be Performed
 - Attachment B - Payment Provisions
 - Attachment C - State Standard Provisions: For Grants and Contracts
 - Attachment D - Modification of Customary Provisions of Attachment C
 - Attachment F - State Standard Provisions: AHS Customary Contract Provisions
 - Appendix I - Required Forms
 - Appendix II - Project Plan

The order of precedence of documents shall be as follows:

- 1). This document
- 2). Attachment D
- 3). Attachment C
- 4). Attachment A
- 5). Attachment B
- 6). Attachment F

- 7). Appendix I
- 8). Appendix II

3. Attachment A: By striking out TABLE: Scope and Schedule of the Project, and substituting in lieu thereof the following revised TABLE: Scope and Schedule of the Project:

TABLE A: Scope and Schedule of the Project.

The following table details the activities for the following goals:

- 1. Assess and remediate data quality based on identified data dictionary.
- 2. Work with DS only agencies on unified EHR platform.
- 3. Aggregate data for individual agency and network wide analysis and reporting through adoption of a data repository.

Activities	Measurable Process	Time Line	Responsible Org/Person
Convene network members and stakeholders to bring them up to speed on the data environment. Engage project management.		October 2014	BHN
Engage Statewide HIT Director and Quality Staff	Contract signed, within budget	October 2014	BHN
Identify most critical data elements and required data structure based on information needed for reporting and improvement.	List of current reporting requirements gathered; structured list of critical data elements developed and accepted by the State	January 2015	BHN
Create Data Dictionary	Data dictionary created, accepted by the State, and distributed	April 2015	BHN
Create measure spreadsheets	Numerator and denominator for all performance measurements are developed and accepted by the State	January 2015	BHN
Create tool to identify points within workflows	Visit and staff structures are developed and accepted by the State	January 2015	BHN
Conduct trainings on toolkit		April 2015	BHN
Conduct agency specific review and identify gaps in data quality		August 2015	BHN
Coordinate with ARIS and VITL on behalf of the developmental disability agencies to identify a common EHR platform to allow for efficiencies	Electronic health record selected and procured	October 2014	BHN
Document and report to stakeholders	Ongoing reporting to stakeholders following communication plan	August 2015	BHN
Work with each agency on improving data quality (structured, complete, semantic standards compliant)		October 2016	BHN
Develop system-wide policies and procedures as needed for data quality	Policies and procedures are documented in writing and consistently applied across stakeholders	October 2016	BHN

Activities	Measurable Process	Time Line	Responsible Org/Person
Develop communication plan	Review plan by network members	August 2015	BHN
Provide DA/SSA specific education around workflow redesign	Presentation developed and accepted by the State	September 2016	BHN
Confirm, finalize and document data analytic and reporting needs and review in subsequent years	Final documents developed and accepted by the State	December 2016	BHN
Assess cost and benefit of repository options and conduct architectural design process	Options and cost benefit documented and accepted by the State	January 2014	BHN
Agree on direction and roadmap for repository		April 2015	BHN
Confirm, approve and document scope, cost and timeline of repository		August 2015	BHN
Develop RFP through Advisory Group and with SME TA	RFP written, developed and approved by Advisory Group	April 2015	BHN
Post RFP and hold bidders conference	RFP posted and bidders conference held	April 2015	BHN
Review and select vendor	Responses assessed and scored. Vendor selected	July 2015	BHN
Develop contract with vendor	Contract signed by BHN and vendor	July 2015	BHN
Develop sustainability plan	Sustainability plan developed and present to BOD	August 2016	BHN
Phase 1: Vermont Monthly Service Report Data Imports*	MSR data is on boarded and initial data analytics structure is complete	July 2016	BHN
Phase 2: ADT and CCD imports; higher frequency of data; and additional analytics*	ADTs and CCDs are being imported; additional dashboards developed	January 2017	BHN
Phase 3: Data repository exports: state reporting; ACO and other; VHIE onboard plan contingent on Part 2 solution*	Interfaces are built and data is being exported.	March 2017	BHN

*See attached work plan in Appendix II for detailed timeline.

4. Attachment A: By striking out *Subcontractor Requirements* from the Base agreement, and substituting in lieu thereof the following *Contacts and Notices* sections and revised *Subcontractor Requirements*:

Contacts, Notices, and Monitoring of Award

The Contacts for this Award are as Follows:

	State Fiscal Manager	State Program Manager	Contractor
Name:	Leah Korce	Georgia Maheras	Simone Rueschemeyer
Phone #:	802-241-0243	802-505-5137	802-262-6124
E-mail:	leah.korce@vermont.gov	georgia.maheras@vermont.gov	simone@vermontcarepartners.org

Notices to the Parties Under this Agreement:

To the extent notices are made under this agreement, the parties agree that such notices shall only be effective if sent to the following persons as representative of the parties:

	STATE REPRESENTATIVE	CONTRACTOR
Name	Office of General Counsel	Simone Rueschemeyer
Address	NOB 1 South, 280 State Drive Waterbury, VT 05671	137 Elm Street Montpelier, VT 05602
Email	AHS.DVHAlegal@vermont.gov	simone@vermontcarepartners.org

The parties agree that notices may be sent by electronic mail except for the following notices which must be sent by United States Postal Service certified mail: termination of contract, contract actions, damage claims, breach notifications, alteration of this paragraph.

DVHA Monitoring of Contract:

The parties agree that the DVHA official State Program Manager is solely responsible for the review of invoices presented by the Contractor.

Subcontractor Requirements:

Per Attachment C, Section 19, if the Contractor chooses to subcontract work under this agreement, the Contractor must first fill out and submit the Subcontractor Compliance Form (Appendix I – Required Forms) in order to seek approval from the State prior to signing an agreement with a third party. Upon receipt of the Subcontractor Compliance Form, the State shall review and respond within five (5) business days. A fillable PDF version of this Subcontractor Compliance Form is available upon request from the DVHA Business Office. Under no circumstance shall the Contractor enter into a sub-agreement without prior authorization from the State. The Contractor shall submit the Subcontractor Compliance Form to:

Leah Korce, Grants Management Specialist
Business Office, Contracting Unit
Department of Vermont Health Access
leah.korce@vermont.gov

Should the status of any third party or Subrecipient change, the Contractor is responsible for updating the State within fourteen (14) days of said change.

The following subcontractors are approved for work under this agreement:

- National Opinion Research Center (NORC)

5. Attachment B: By replacing in its entirety with the following revised version:

**ATTACHMENT B
PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually performed as specified in Attachment A up to the maximum allowable amount specified in this agreement. State of Vermont payment terms are Net 30 days from date of invoice, payments against this contract will comply with the State's payment terms. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. Work performed between July 1, 2016 and the signing or execution of this amendment that is in conformity with Attachment A may be billed under this agreement. The following provisions specifying payments are:

1. This contract is funded by federal grants and is subject to federal approval by the Centers for Medicare and Medicaid Innovation (CMMI). No reimbursement shall be provided under this agreement without federal approval for the task, service, or product for which reimbursement is claimed. The maximum amount payable under this contract for services and expenses shall not exceed \$1,865,331.
2. The State shall pay the Contractor for deliverables specified in Attachment A and the Work Plan, see Appendix II, at the hourly rates presented below and/or no more than the sub-contracted rate plus an administrative fee. The State shall pay the Contractor at the following rates:

Position Title	Compensation
Executive Director	\$150/hr
HIT Director	\$115/hr
Quality Manager	\$35/hr

3. To ensure the Contractor is compliance with federal data regulations, legal fees are reimbursable under this contract.
4. No benefits or insurance will be reimbursed by the State.
5. **Invoices.** All requests for reimbursements shall be made using the Invoice – Contracts Agreements form attached, see Appendix I – Required Forms, or a similar format agreed upon by the State and Contractor. All payments are subject to payment terms of Net 30 days. The Contractor shall submit invoices to the State monthly. Invoices shall be accompanied by a status report and shall reflect the total number of hours worked per staff person, per objective as specified in the work plan in Attachment A.

The Contractor shall submit each invoice along with the paid subcontractor invoice as supporting documentation for all reimbursed payments.

Invoices should reference this contract number, contain a unique invoice number, and current date of submission. Invoices should be submitted electronically with all other reports to:

Leah Korce, Grants Management Specialist
Business Office, Contracting Unit
Department of Vermont Health Access
leah.korce@vermont.gov

6. **Attachment C: By replacing in its entirety with the following approved version dated 7/1/2016:**

**ATTACHMENT C
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party’s indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party 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.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 (“False Claims Act”); Section 11 (“Whistleblower Protections”); Section 14 (“Fair Employment Practices and Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification

Regarding Debarment”); Section 23 (“Certification Regarding Use of State Funds”); Section 31 (“State Facilities”); and Section 32 (“Location of State Data”).

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’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.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.

24. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

25. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

26. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

27. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that

is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

29. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

30. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

31. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

32. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

(End of Standard Provisions REVISED JULY 1, 2016)

7. Attachment D: By inserting Attachment D into the agreement:

**MODIFICATION OF CUSTOMARY PROVISIONS
OF
ATTACHMENT C OR ATTACHMENT F**

1. The insurance requirements contained in Attachment C, Section 8 are hereby modified to add the following:

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of **\$2,000,000** per occurrence, and **\$2,000,000** aggregate.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

2. Reasons for Modifications:

The revised version of Attachment C, effective July 1, 2016, does not specify professional liability coverage. The base agreement contained professional liability limits that need to be included.

APPROVAL:

ASSISTANT ATTORNEY GENERAL

DATE: _____

*State of Vermont – Attachment D
Revised AHS – 10-30-2010*

8. Appendix I: By replacing in its entirety with the following revised version:

Appendix I – REQUIRED FORMS
Invoice – Contract Agreements

Contractor:	
Address:	
State:	
Zip Code:	

Invoice #:	
Date:	
Contract #:	

Contractor Billing Contact: _____ Phone #: _____

Signature: _____

Date (if applicable)	Description of Deliverables/Work Performed	Amount
TOTAL:		

Remittance Address:

Bill to:

Business Office
 Department of Vermont Health Access
 NOB 1 South, 280 State Drive
 Waterbury, VT 05671

INVOICE PAYMENTS ARE NET 30 TERMS, UNLESS STATED OTHERWISE.

APPENDIX I – REQUIRED FORMS
Department of Vermont Health Access
Subcontractor Compliance

Date: _____

Original Contractor/Grantee Name: _____ Contract/Grant #: _____

Subcontractor Name: _____ Amount: _____

Scope of Subcontracted Services:

Is any portion of the work being outsourced outside of the United States? YES NO
(If yes, **do not proceed**)

All vendors under contract, grant, or agreement with the State of Vermont, are responsible for the performance and compliance of their subcontractors with the Standard State Terms and Conditions in Attachment C. This document certifies that the Vendor is aware of and in agreement with the State expectation and has confirmed the subcontractor is in full compliance (or has a compliance plan on file) in relation to the following;

- Subcontractor does not owe, is in good standing, or is in compliance with a plan for payment of any taxes due to the State of Vermont
- Subcontractor (if an individual) does not owe, is in good standing, or is in compliance with a plan for payment of Child Support due to the State of Vermont.
- Subcontractor is not on the State’s disbarment list.

In accordance with State Standard Contract Provisions (Attachment C), The State may set off any sums which the subcontractor owes the State against any sums due the Vendor under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in Attachment C.

Signature of Subcontractor

Date

Signature of Vendor

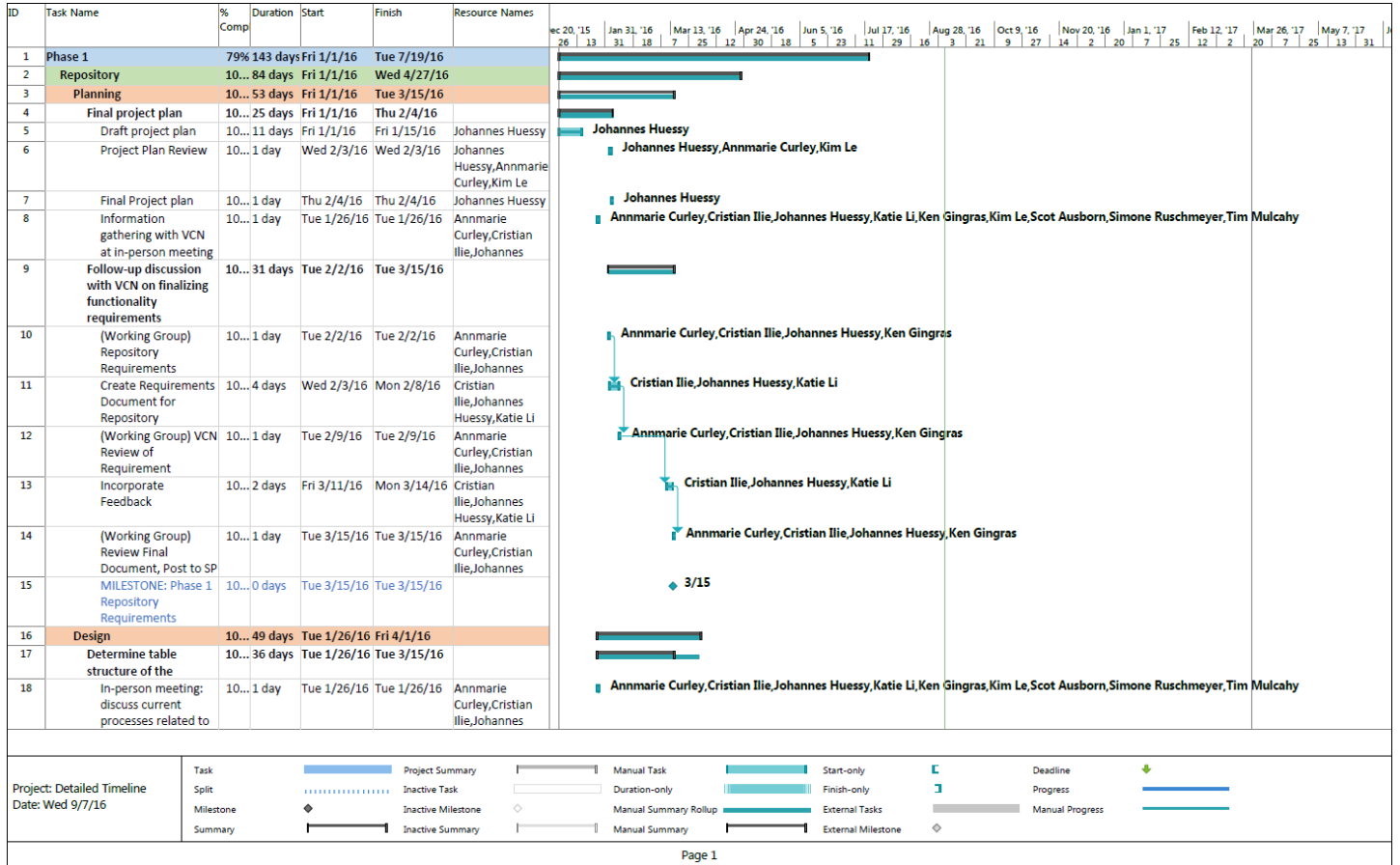
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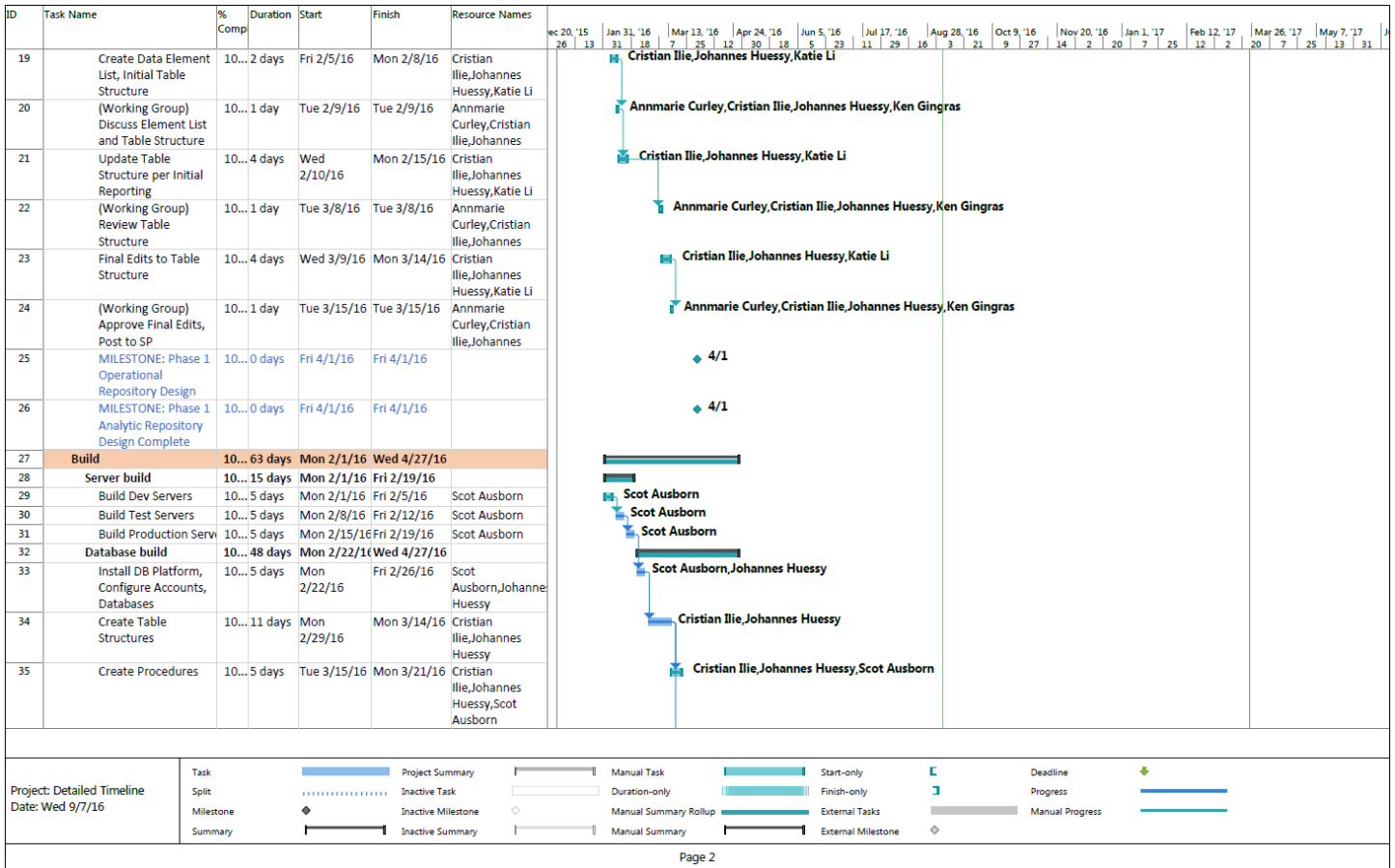
Received by DVHA Business Office

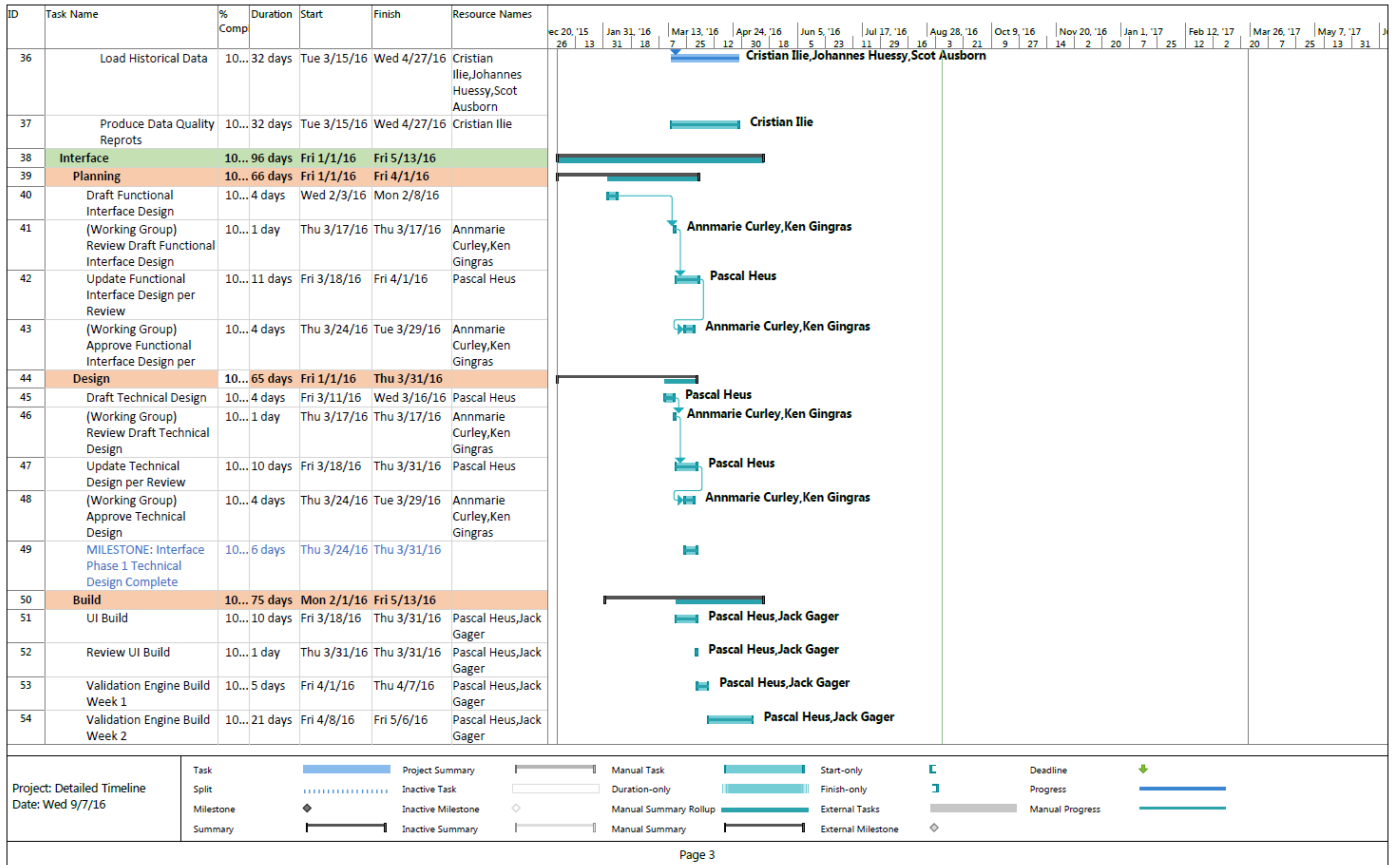
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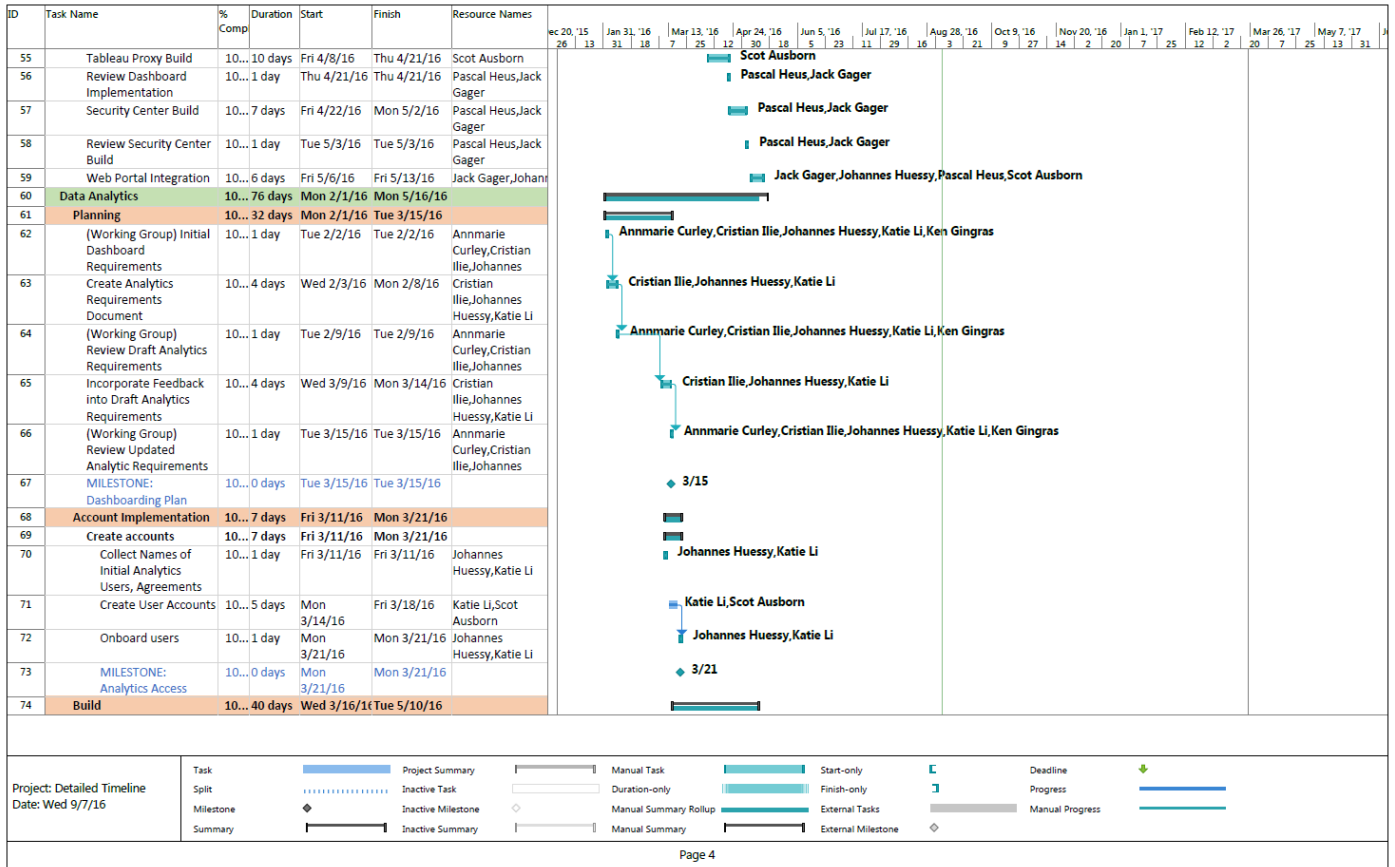
Required: Contractor cannot subcontract until this form has been returned to DVHA Contracts & Grants Unit.

APPENDIX II – WORK PLAN









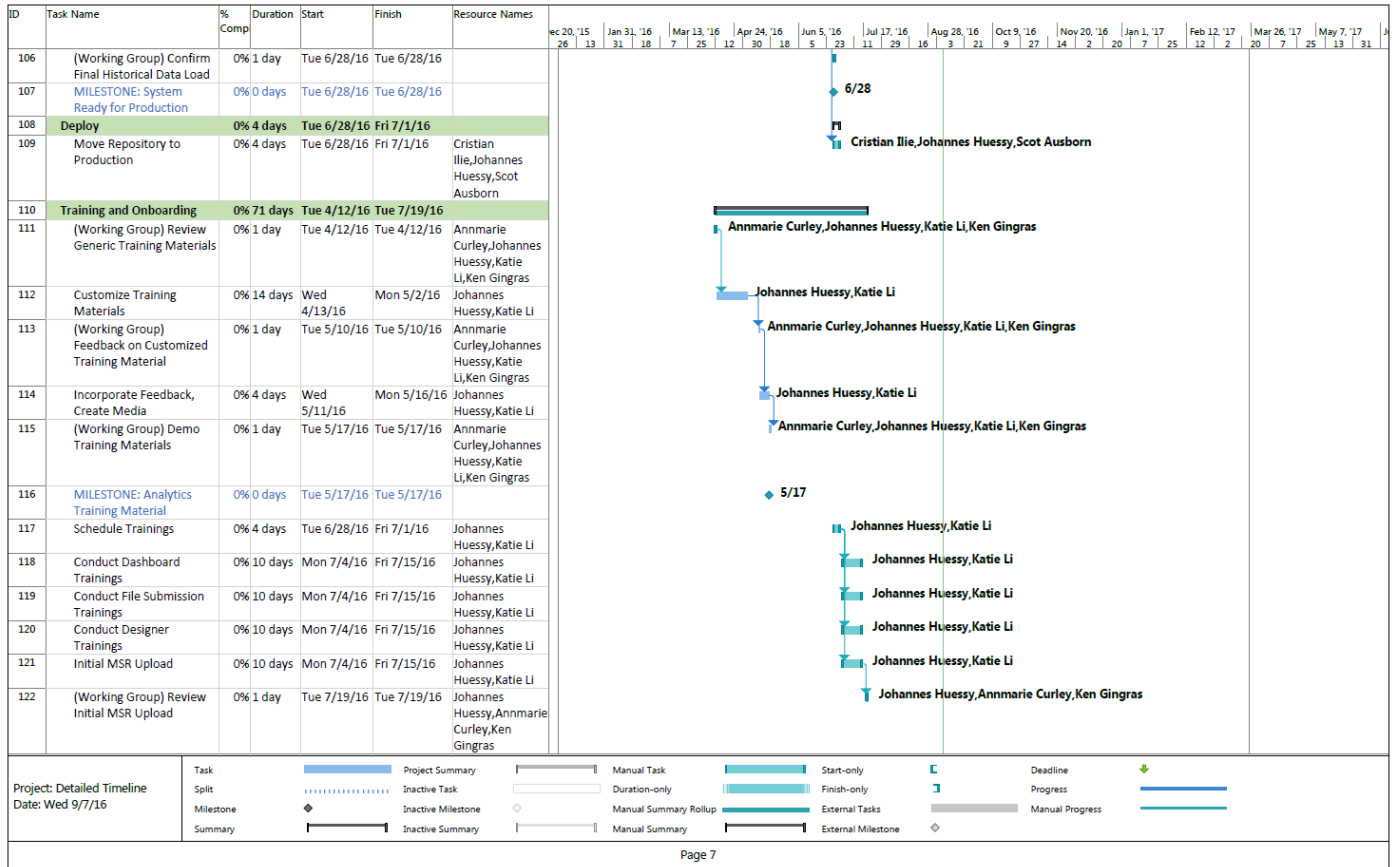
ID	Task Name	% Comp	Duration	Start	Finish	Resource Names	Timeline																														
							Dec 20, '15	Jan 31, '16	Mar 13, '16	Apr 24, '16	Jun 5, '16	Jul 17, '16	Aug 28, '16	Oct 9, '16	Nov 20, '16	Jan 1, '17	Feb 12, '17	Mar 26, '17	May 7, '17	...																	
75	Pre-Prototype Design	10...	4 days	Wed 3/16/16	Mon 3/21/16	Cristian Ilie, Johannes Huessy, Katie Li	Cristian Ilie, Johannes Huessy, Katie Li																														
76	(Working Group) Pre-Prototype: Design Feedback	10...	1 day	Tue 3/22/16	Tue 3/22/16	Annamarie Curley, Cristian Ilie, Johannes Huessy, Katie Li, Ken Gingras	Annamarie Curley, Cristian Ilie, Johannes Huessy, Katie Li, Ken Gingras																														
77	Prototype 1 Design Week 1	10...	4 days	Wed 3/23/16	Mon 3/28/16	Cristian Ilie, Johannes Huessy, Katie Li	Cristian Ilie, Johannes Huessy, Katie Li																														
78	(Working Group) Prototype 1 Design: Design Feedback	10...	1 day	Tue 3/29/16	Tue 3/29/16	Annamarie Curley, Cristian Ilie, Johannes Huessy, Katie Li, Ken Gingras	Annamarie Curley, Cristian Ilie, Johannes Huessy, Katie Li, Ken Gingras																														
79	Prototype 1 Design Week 2	10...	4 days	Wed 3/30/16	Mon 4/4/16	Cristian Ilie, Johannes Huessy, Katie Li	Cristian Ilie, Johannes Huessy, Katie Li																														
80	(Working Group) Prototype 1 Design: Design Feedback 2	10...	1 day	Tue 4/5/16	Tue 4/5/16	Annamarie Curley, Cristian Ilie, Johannes Huessy, Katie Li, Ken Gingras	Annamarie Curley, Cristian Ilie, Johannes Huessy, Katie Li, Ken Gingras																														
81	Prototype 1 Design Week 3	10...	4 days	Wed 4/6/16	Mon 4/11/16	Cristian Ilie, Johannes Huessy, Katie Li	Cristian Ilie, Johannes Huessy, Katie Li																														
82	(Working Group) Prototype 1 Design: Design Feedback 3	10...	1 day	Tue 4/12/16	Tue 4/12/16	Annamarie Curley, Cristian Ilie, Johannes Huessy, Katie Li, Ken Gingras	Annamarie Curley, Cristian Ilie, Johannes Huessy, Katie Li, Ken Gingras																														
83	Prototype 2	10...	19 days	Wed 4/13/16	Mon 5/9/16	Cristian Ilie, Johannes Huessy, Katie Li	Cristian Ilie, Johannes Huessy, Katie Li																														
84	(Working Group) Prototype: Design Feedback	10...	1 day	Tue 5/10/16	Tue 5/10/16	Annamarie Curley, Cristian Ilie, Johannes Huessy, Katie Li, Ken Gingras	Annamarie Curley, Cristian Ilie, Johannes Huessy, Katie Li, Ken Gingras																														
85	Test	56%	27 days	Wed 4/27/16	Thu 6/2/16																																
86	Develop Test Plan	10...	4 days	Wed 4/27/16	Mon 5/2/16	Cristian Ilie, Johannes Huessy, Katie Li, Scot Ausborn	Cristian Ilie, Johannes Huessy, Katie Li, Scot Ausborn																														
87	(Working Group) Review Test Plan	10...	1 day	Tue 5/3/16	Tue 5/3/16	Annamarie Curley, Cristian Ilie, Johannes Huessy, Ken Gingras, Scot Ausborn, Katie Li	Annamarie Curley, Cristian Ilie, Johannes Huessy, Ken Gingras, Scot Ausborn, Katie Li																														
88	Testing	10...	4 days	Fri 5/13/16	Wed 5/18/16	Cristian Ilie, Johannes Huessy, Katie Li, Scot Ausborn	Cristian Ilie, Johannes Huessy, Katie Li, Scot Ausborn																														

Project: Detailed Timeline Date: Wed 9/7/16	Task: Project Summary Split: Inactive Task Milestone: Inactive Milestone Summary: Inactive Summary	Manual Task: Manual Task Duration-only: Duration-only Manual Summary Rollup: Manual Summary Rollup Manual Summary: Manual Summary	Start-only: Start-only Finish-only: Finish-only External Tasks: External Tasks External Milestone: External Milestone	Deadline: Deadline Progress: Progress Manual Progress: Manual Progress
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ID	Task Name	% Comp	Duration	Start	Finish	Resource Names
89	(Working Group) Review Test Results	10...	1 day	Thu 5/19/16	Thu 5/19/16	Annamarie Curley,Cristian Ilie,Johannes Huessy,Katie Li,Scot Ausborn
90	Remediation	10...	4 days	Fri 5/20/16	Wed 5/25/16	Cristian Ilie,Johannes Huessy,Katie Li,Scot Ausborn
91	Security Audit and Penetration Testing	25%	7 days	Mon 5/23/16	Tue 5/31/16	Johannes Huessy,Scot Ausborn
92	Review Audit Report and Remediate	0%	7 days	Wed 5/25/16	Thu 6/2/16	Johannes Huessy,Scot Ausborn
93	UAT and Approval	70%	33 days	Tue 5/17/16	Thu 6/30/16	
94	(Working Group) Review UAT Plan	10...	1 day	Tue 5/24/16	Tue 5/24/16	Annamarie Curley,Cristian Ilie,Johannes Huessy,Ken Gingras
95	VCN UAT	10...	4 days	Wed 5/25/16	Mon 5/30/16	Annamarie Curley,Ken Gingras
96	(Working Group) VCN UAT Feedback	10...	1 day	Tue 5/31/16	Tue 5/31/16	Annamarie Curley,Cristian Ilie,Johannes Huessy,Ken Gingras
97	VCN UAT Remediation, Regression Testing	10...	4 days	Wed 6/1/16	Mon 6/6/16	Cristian Ilie,Johannes Huessy,Scot Ausborn
98	Identify Member agency test users, deliver test	10...	5 days	Tue 5/17/16	Mon 5/23/16	Ken Gingras
99	Create Member agency user test accounts	10...	5 days	Wed 5/18/16	Tue 5/24/16	Johannes Huessy,Scot Ausborn
100	(Working Group) Member Agency UAT Kick-Off	10...	1 day	Tue 6/14/16	Tue 6/14/16	Annamarie Curley,Cristian Ilie,Johannes Huessy,Ken Gingras
101	Member Agency UAT	10...	2 days	Wed 6/8/16	Thu 6/9/16	Annamarie Curley,Ken Gingras
102	(Working Group) Member Agency UAT Feedback	0%	1 day	Fri 6/10/16	Fri 6/10/16	Annamarie Curley,Cristian Ilie,Johannes Huessy,Ken Gingras
103	Member Agency UAT Remediation, Regression Testing	0%	3 days	Mon 6/13/16	Wed 6/15/16	Cristian Ilie,Johannes Huessy,Scot Ausborn
104	(Working Group) UAT Approval	0%	1 day	Thu 6/16/16	Thu 6/16/16	Annamarie Curley,Cristian Ilie,Johannes Huessy,Ken Gingras
105	Post-UAT Data Refresh	0%	4 days	Wed 6/22/16	Mon 6/27/16	

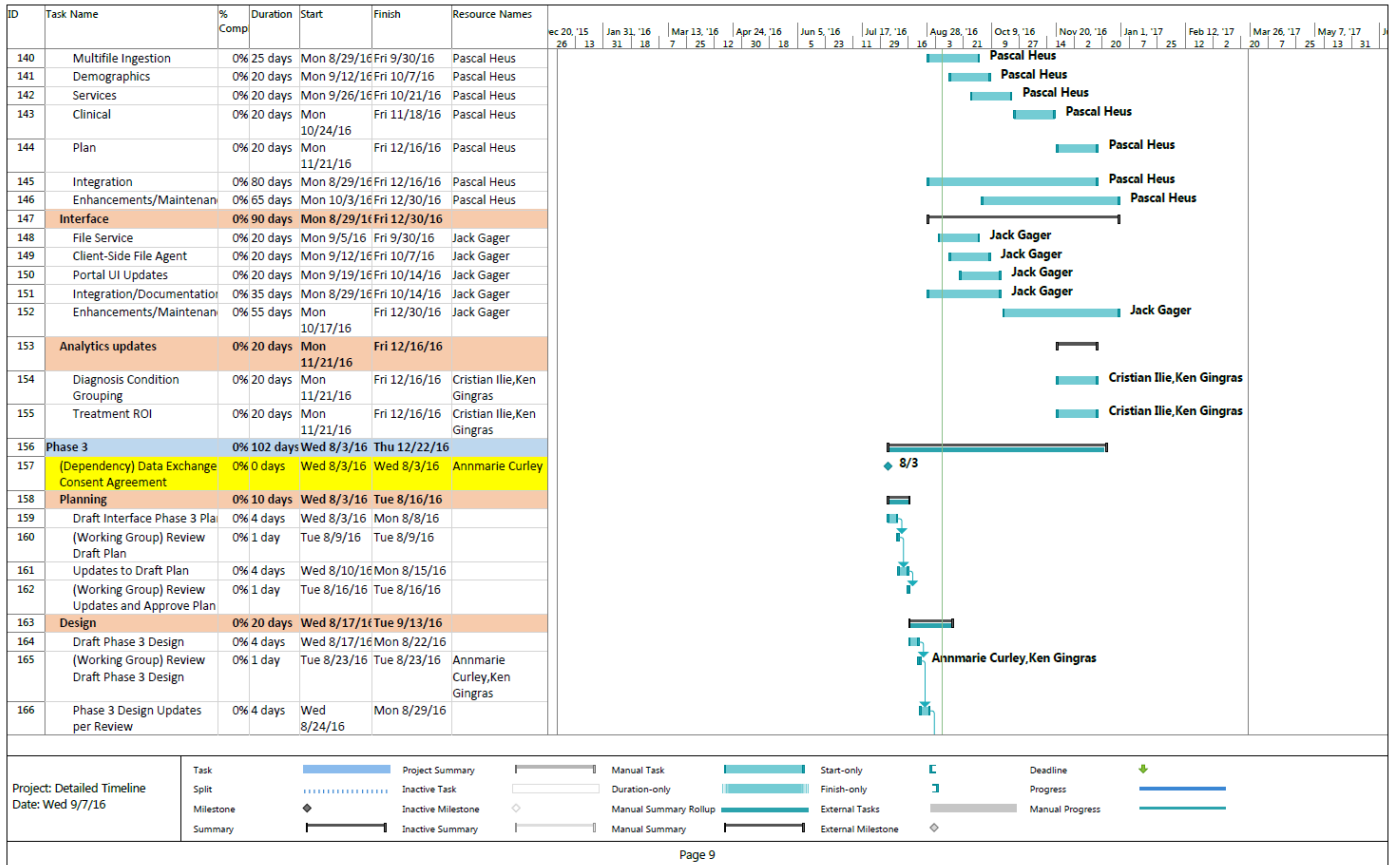
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Date: Wed 9/7/16	Split	Inactive Task	Duration-only	Finish-only	Progress
	Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
	Summary	Inactive Summary	Manual Summary	External Milestone	

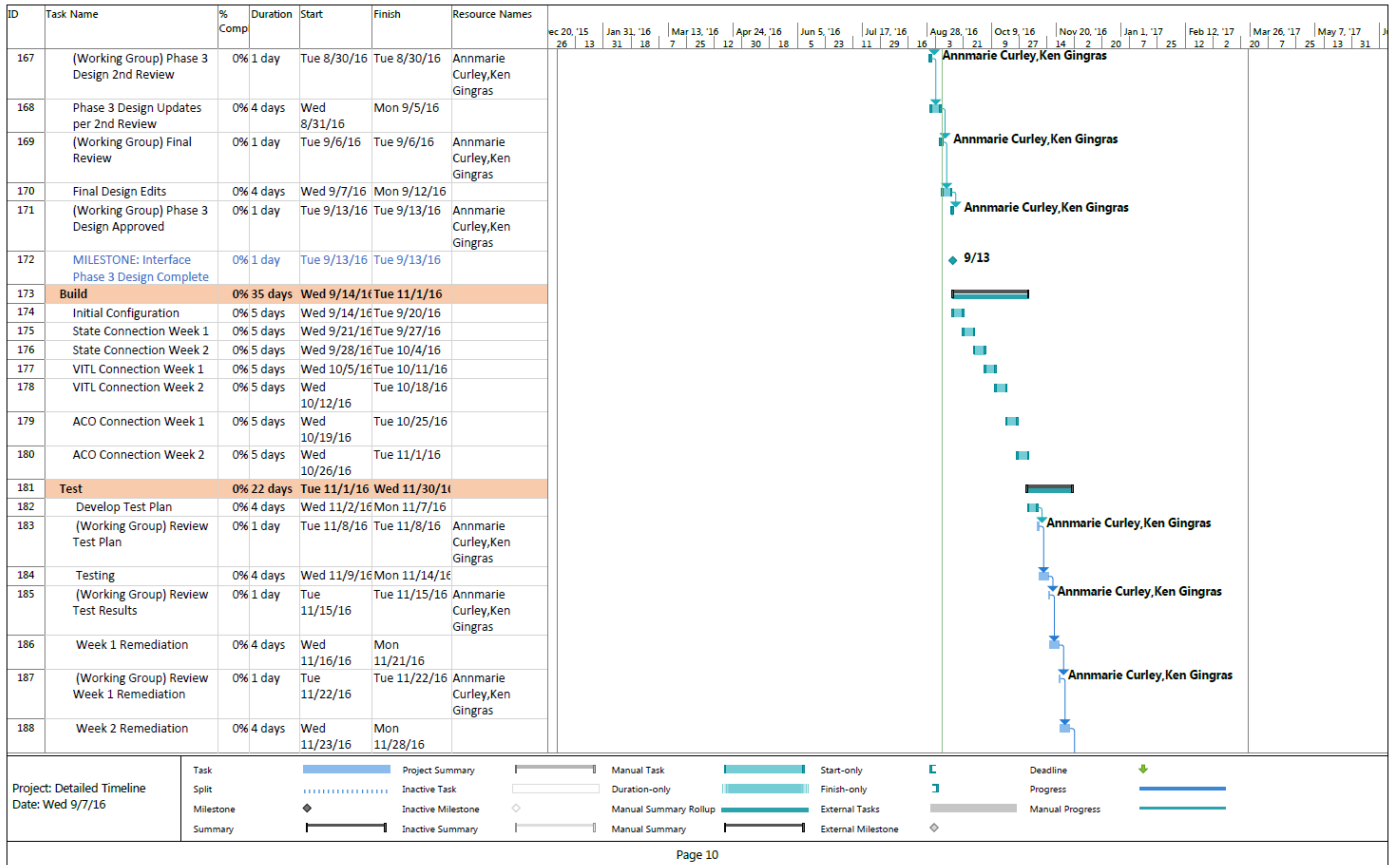


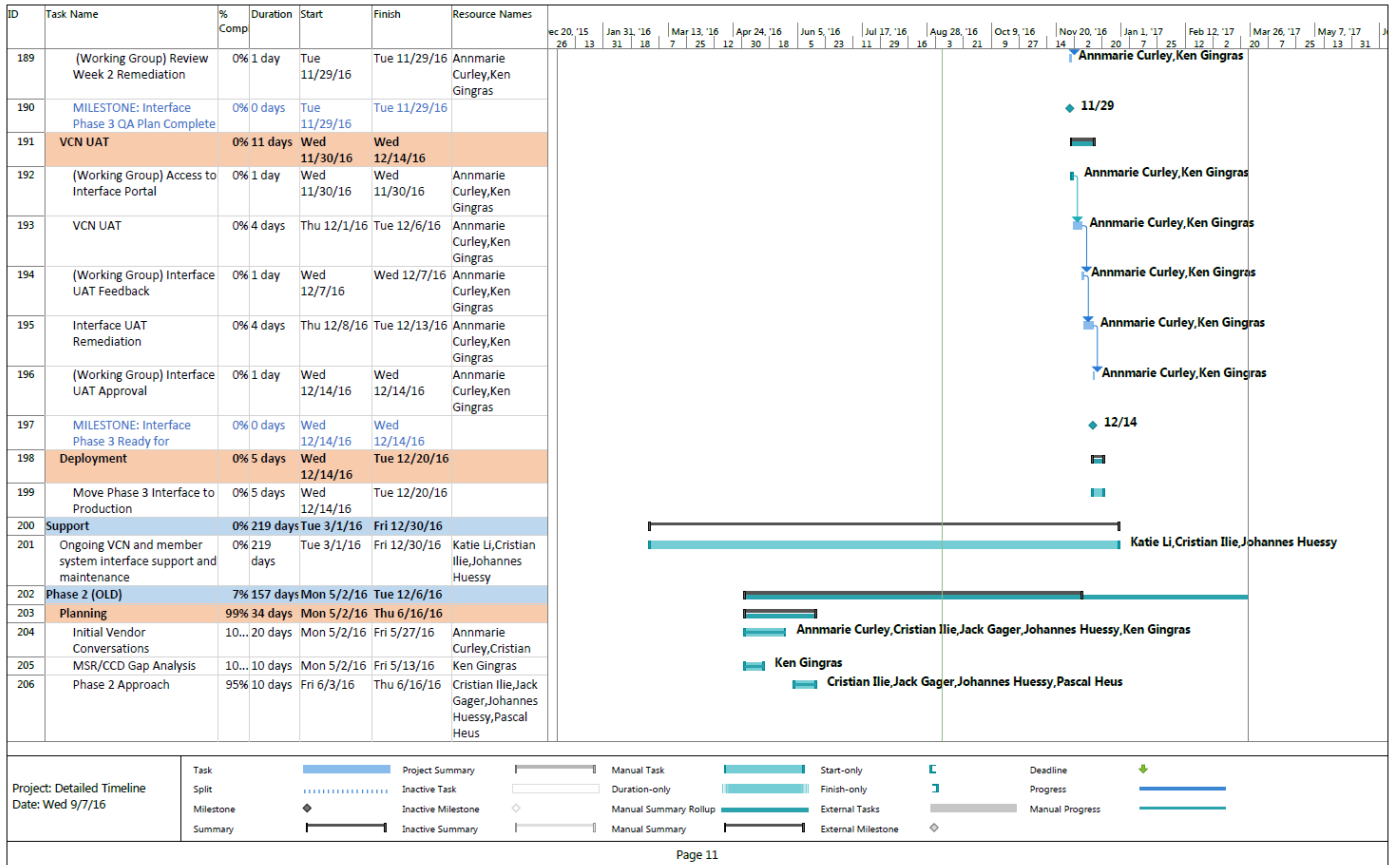
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123	New Phase 2	1%	96 days	Mon 8/22/16	Mon 1/2/17		[Gantt bar]																											
124	Data Structures	1%	96 days	Mon 8/22/16	Mon 1/2/17		[Gantt bar]																											
125	Demographics	10%	30 days	Mon 8/22/16	Fri 9/30/16	Pascal Heus, Cristian Ilie, Ken Gingras	[Gantt bar]																											
126	Model	20%	25 days	Mon 8/22/16	Fri 9/23/16	Pascal Heus, Cristian Ilie, Ken Gingras	[Gantt bar]																											
127	File Spec	0%	25 days	Mon 8/29/16	Fri 9/30/16	Pascal Heus, Cristian Ilie, Ken Gingras	[Gantt bar]																											
128	Services	0%	30 days	Mon 9/5/16	Fri 10/14/16	Pascal Heus, Cristian Ilie, Ken Gingras	[Gantt bar]																											
129	Model	0%	25 days	Mon 9/5/16	Fri 10/7/16	Pascal Heus, Cristian Ilie, Ken Gingras	[Gantt bar]																											
130	File Spec	0%	25 days	Mon 9/12/16	Fri 10/14/16	Pascal Heus, Cristian Ilie, Ken Gingras	[Gantt bar]																											
131	Clinical	0%	30 days	Mon 9/19/16	Fri 10/28/16	Pascal Heus, Cristian Ilie, Ken Gingras	[Gantt bar]																											
132	Model	0%	25 days	Mon 9/19/16	Fri 10/21/16	Pascal Heus, Cristian Ilie, Ken Gingras	[Gantt bar]																											
133	File Spec	0%	25 days	Mon 9/26/16	Fri 10/28/16	Pascal Heus, Cristian Ilie, Ken Gingras	[Gantt bar]																											
134	Treatment Plan	0%	30 days	Mon 10/3/16	Fri 11/11/16	Pascal Heus, Cristian Ilie, Ken Gingras	[Gantt bar]																											
135	Model	0%	25 days	Mon 10/3/16	Fri 11/4/16	Pascal Heus, Cristian Ilie, Ken Gingras	[Gantt bar]																											
136	File Spec	0%	25 days	Mon 10/10/16	Fri 11/11/16	Pascal Heus, Cristian Ilie, Ken Gingras	[Gantt bar]																											
137	Integration	0%	75 days	Mon 8/29/16	Fri 12/9/16	Pascal Heus	[Gantt bar]																											
138	Enhancements/Maintenan	0%	70 days	Mon 9/26/16	Fri 12/30/16	Pascal Heus	[Gantt bar]																											
139	ETL	0%	90 days	Mon 8/29/16	Fri 12/30/16		[Gantt bar]																											

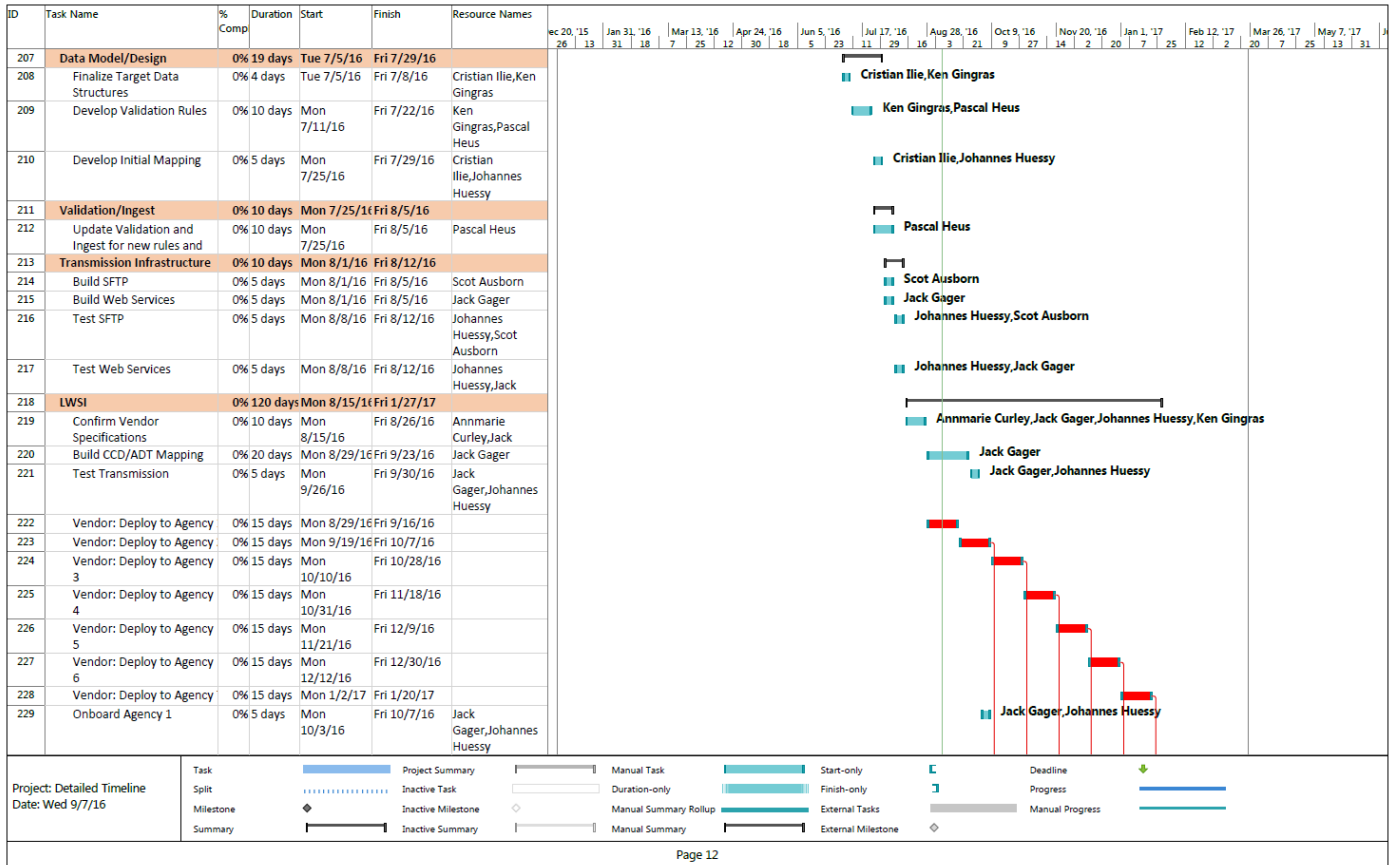
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	Summary [Blue bar] Inactive Summary [Light Blue bar] Manual Summary [Light Blue bar] External Milestone [Light Blue diamond]

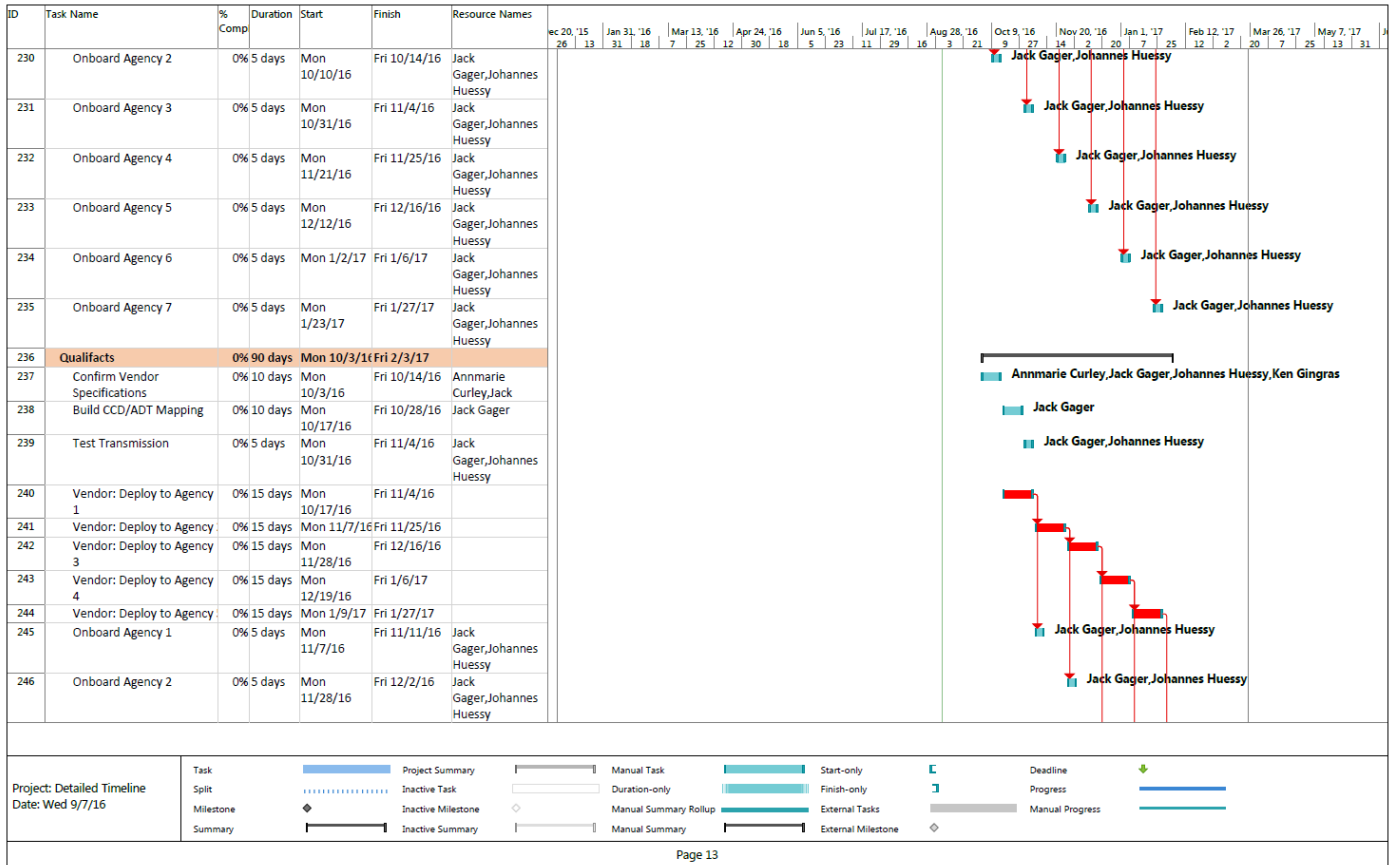
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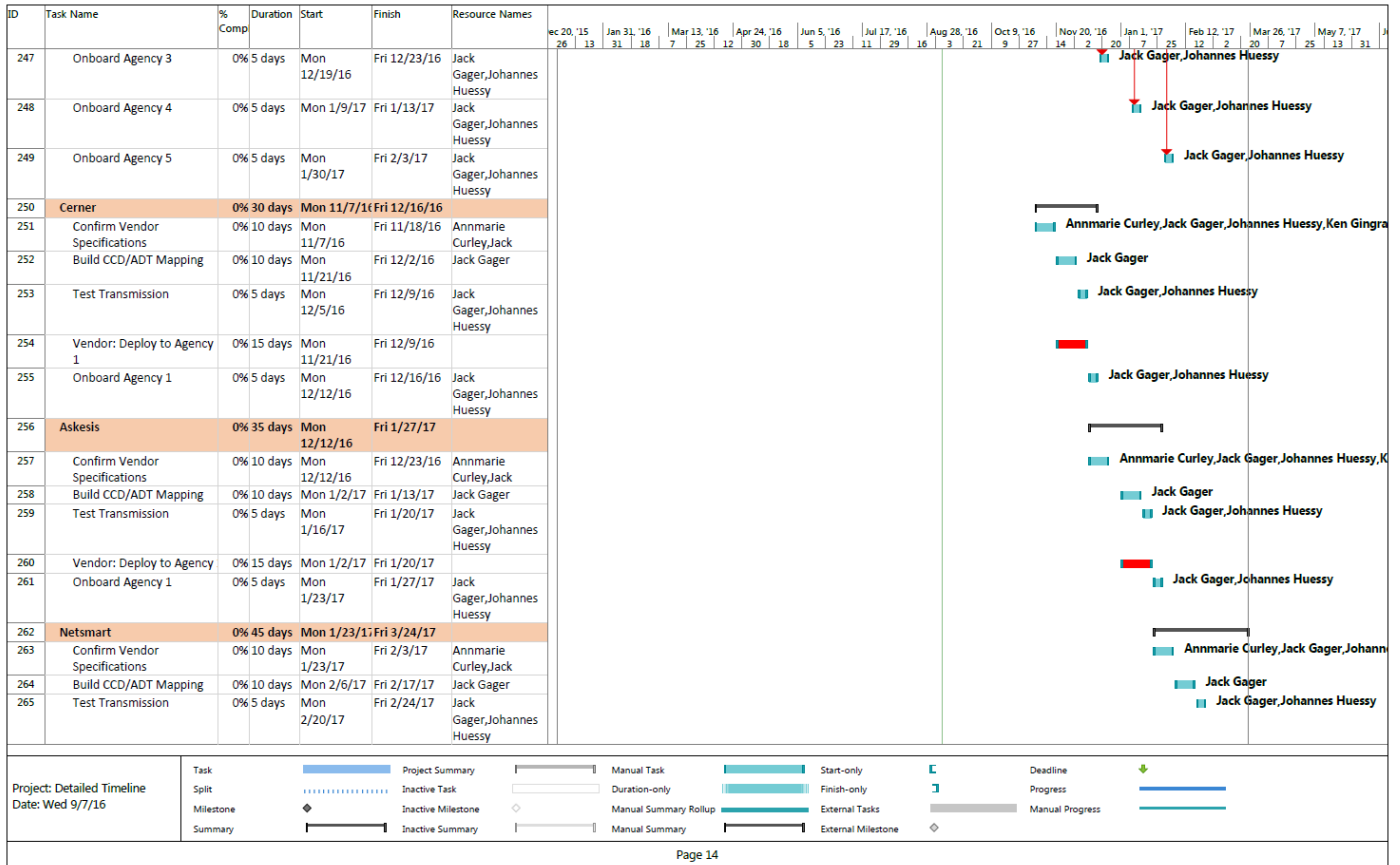












This amendment consists of 30 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract #27379 dated February 15, 2015 shall remain unchanged and in full force and effect.

By the STATE OF VERMONT

By the CONTRACTOR

Steve Costantino, Commissioner Date
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