

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
ARCHETYPE CONSULTING INC.

CONTRACT #39933
PAGE 1 of 2
AMENDMENT 4

**STATE OF VERMONT
CONTRACT AMENDMENT**

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (the "State") and Archetype Consulting Inc., with a principal place of business in Hanover, MA (the "Contractor") that the contract between them originally dated as of July 1, 2020, Contract #39933, as amended to date, (the "Contract") is hereby amended as follows:

1. Section 9 Order of Precedence, as previously updated on Page 4 of Amendment 3, is hereby deleted in its entirety and replaced as set forth below:

9. *Order of Precedence*. Any ambiguity, conflict or inconsistency between the documents comprising this Contract shall be resolved according to the following order of precedence:

- 1) Standard Contract
- 2) Attachment D
- 3) Attachment C
- 4) Attachment H
- 5) Attachment A with Exhibits
- 6) Attachment B
- 7) Attachment E
- 8) Attachment F
- 9) Attachment G

2. Attachment B, Payment Provisions. The Payment Provisions are amended as follows:

Section 6. Billing Assumptions on Page 71 of Amendment 2 is hereby deleted in its entirety and replaced as set forth below:

- i. Contractor shall invoice a Monthly M&O Fee per the tables above in this Attachment B.
- ii. Contractor may invoice for DDI activities against Task 5.2.1. and 5.2.2 at a rate of \$195 per hour from contract execution to 'SaaS Go Live Date' and \$225 per hour from 'SaaS Go Live Date'.
- iii. SaaS Implementation* costs shall not exceed \$2,631,996.00. Billing for *SaaS Implementation shall begin on the first day of the month beginning December 1, 2021.
- iv. SaaS Implementation* costs shall be billed with 10% retainage withheld (\$29,244.40) on each monthly invoice. Contractor shall submit an invoice for retainage withheld only after the SaaS solution has been successfully operational for 30 calendar days from the date the State issues a Certification of Acceptance as detailed in Section 6.3, DDI Acceptance.
- v. All costs included in this Attachment B are inclusive of Contractor expenses.
- vi. SaaS M&O billing beyond the 'SaaS Go live Date' shall be billed prospectively on the first day of each month wherein services are to be performed.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

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Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

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

Sole Source Contract for Services. This Contract results from a "sole source" procurement under State of Vermont Administrative Bulletin 3.5 process and Contractor hereby certifies that it is and will remain in compliance with the campaign contribution restrictions under 17 V.S.A. § 2950.

Cybersecurity Standard Update 2022-01: Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with *State of Vermont Cybersecurity Standard Update 2022-01*, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives> .

State and Federal Terms for Products and Services. Contractor agrees that "STATE OF VERMONT-FEDERAL TERMS SUPPLEMENT (Non-Construction) for all Contracts and Purchases of Products and Services Using Federal Funds (Revision date: June 27, 2022)" which is attached as Attachment H to this Amendment, applies to any products or services provided to the State, at any time, when using federal funds.

This document consists of 2 pages. Except as modified by this Amendment No 4, all provisions of the Contract remain in full force and effect.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

STATE OF VERMONT

DEPARTMENT OF VERMONT HEALTH ACCESS

DocuSigned by:

Andrea De La Bruere 11/7/2022

ANDREA DE LA BRUERE COMMISSIONER

NOB 1 South, 280 State Drive

Waterbury, VT 05671

Phone: 802-585-5356

Email: Andrea.DeLaBruere@vermont.gov

CONTRACTOR

ARCHETYPE CONSULTING, INC.

DocuSigned by:

Jason Webster 11/6/2022

JASON WEBSTER, PRESIDENT

PO Box 2250

Hanover, MA 02339

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