

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
BRILJENT, INC.

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CONTRACT #44125
AMENDMENT #1

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the Parties, State of Vermont, Department of Vermont Health Access (hereinafter called "State"), and Brilljent, LLC (herein after called "Contractor"), that Contract #44125 originally dated as of July 15, 2022, is hereby amended September 30, 2022, as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$250,000.00 to \$500,000.00, representing an increase of \$250,000.00.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from September 30, 2022 to September 30, 2023.
- III. **By deleting Number 9 (Attachments) and Number 10 (Order of Precedence) beginning on Page 1 of the base contract and replacing as follows:**

9. **Attachments.** The contract includes the following attachments, which are incorporated herein:
 - Attachment A - Specifications of Work to be Performed
 - Attachment B - Payment Provisions
 - Attachment C - Customary State Contract provisions
 - Attachment D - Modifications of Customary Provisions
 - Attachment F - Customary Contract Provisions of the Agency of Human Services
 - Attachment G – Federal Terms Supplement
 - Appendix I – Task Order
 - Appendix II – Subcontractor Compliance Form

The order of precedence of documents shall be as follows:

- 1). General Introductory Pages of this Agreement, Found at Pages 1-2
- 2). Attachment D
- 3). Attachment C
- 4). Attachment G
- 5). Attachment A
- 6). Attachment B
- 7). Attachment F
- 8). Other Attachments

- IV. **By deleting Attachment A, number 4 in its entirety and replacing it as set forth below:**

4. The Contractor shall provide key personnel capable of providing the following services to the State:

A. Ongoing Project Management Functions:

1. Draft and submit weekly project status reports due by end of day each Friday to the State throughout the duration of the Contract for approval.
2. Conduct monthly project status meetings with the State and Contractor project team on an agreed upon date and time throughout the duration of the Contract.
3. Draft, submit for approval and update a risk register as needed and/or identified by the State.

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4. Draft, submit for approval and update a stakeholder register as needed and/or identified by the State.
5. Draft, submit for approval and update a stakeholder engagement plan/strategy as needed and/or identified by the State.
6. Draft, submit for approval and update a project plan as needed and/or identified by the State.
7. Draft, submit for approval and update project charter as needed and/or identified by the State for approval.

B. Milestones

Milestone 1: Discovery

The Contractor shall conduct the following activities to support project management planning and management:

1. Conduct data and information gathering with stakeholders to inform development of Data Strategy. Stakeholders include, but are not limited to, the Health Information Exchange (HIE) Steering Committee and its Data Strategy Subcommittee, Vermont Information Technology Leaders, Inc., (VITL), and the Green Mountain Care Board's Data Governance Council staff.

Milestone 2: Execution

Contractor shall assist the State in developing the deliverables outlined below. The HIE Data Strategy will create a framework that can be implemented to govern and manage data exchange activities within the Unified Health Data Space. Deliverables include:

1. Complete draft of the Health Data Strategy including gathering and incorporating feedback from key stakeholders on the draft.
2. Complete version 1 of the Data Governance Framework proposal and gain feedback from key stakeholders to finalize the draft.
3. Submit final Health Data Strategy and version 1 of the Data Governance Framework to accompany the Health Information Exchange Strategic Plan (HIE Plan) submission to the Green Mountain Care Board by November 1, 2022.

Milestone 3: Closeout and Ad Hoc Services

1. Provide a strategy for execution of subsequent phases of Data Strategy development including but not limited to plans for development of a VHCURES and HIE integration strategy, documentation of data architecture, and support for development of Medicaid Data Warehouse data governance structures.
2. Ad Hoc Services related to the execution of the scope of work defined within Attachment A of this agreement

Milestone 4: Additional Discovery

The Contractor shall conduct the following activities to support project management planning and management:

1. Conduct data and information gathering with stakeholders to inform development of Medicaid Data Governance. Stakeholders include, but are not limited to, core team members from SOV involved in Medicaid Data Warehouse and Analytics Solution Project, Vermont Information Technology Leaders, Inc., (VITL), and the Data Lake and Analytics vendor.

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Milestone 5: Execution

Contractor shall assist the State in developing the deliverables outlined below. Medicaid Data Governance that will be implemented to govern and manage data through the end to end process (from data source inputs to the Data Lake through analytics which will be largely through the analytics vendor but may also include analytics directly off the VHIE data warehouse). Deliverables include:

1. Complete an outline of the Medicaid Data Governance proposal and gain feedback from key stakeholders to finalize the draft. This outline will include but not be limited to, the various components that will be addressed for Medicaid data governance.
2. Submit Medicaid Data Governance that can be readily implement and maintained.

Milestone 6: Execution

Contractor shall assist the State in developing the deliverables outlined below. Deliverables include:

1. Complete an outline of the VHCURES and HIE Integration. This outline shall include but not be limited to, a gap analysis of claims data sourced from EHRs compared to claims data sourced from the All-Payer Claims Database (VHCURES) and include a listing of the unique use cases.
2. Submit final version of the VHCURES and HIE Integration.

Milestone 7: Execution

Contractor shall update, enhance, revise HIE Data Governance framework and/or Data Strategy based on Medicaid Data Governance. This can include updates to the overall HIE Data Governance framework or specific components.

C. Task Orders

At the request of the State, Contractor shall provide ad-hoc tasks related to tasks already defined in this Attachment A. The State may initiate Task Orders by requesting Task Order proposals from the Contractor. Each Task Order proposal shall be set forth in the form Attached as Appendix 1 to this Contract. No Task Order entered into hereunder shall in any way amend, conflict with or supersede this Contract and any such provisions of a Task Order which purport to amend, conflict or supersede this Contract shall be void and have no effect.

1. Task Orders shall not be used to modify the scope of services, change the Maximum Term or other terms under this Contract. The total amount of all Task Orders which may be approved in accordance with the Task Order process is \$15,000.00, as further described in Attachment B.
2. Task Orders shall be initiated only with the approval of the State Authorized Representative.
3. The Contractor may submit proposed modifications or refuse any Task Order submitted by the State.
4. The State will respond to Contractor's proposed modifications or refuse the proposed modifications.
5. A Task Order which is agreed to by the Contractor and the State shall be deemed fully approved when the Task Order Form is signed by all parties indicated in the approval signatures section of the form, before any work specified in the Task Order Form may commence.
6. The Task Order specification of work ("SOW") must be included with or affixed to the Task Order Form and this specification must indicate the schedule, scope, source of funds, payment provisions, points of contact, ownership of data, any applicable data use agreement, and a description of the specific work to be performed.

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7. A Task Order may not substantially deviate from the scope of this contract or deviate from any term in any part or attachment to or of this contract.
8. The task order process shall not be used in lieu of the amendment process where an amendment is appropriate.
9. Task Orders may be initiated at the discretion of State.
10. Changes to a Task Order shall be accomplished by written modification as agreed to by both the State and Contractor and will be reflected in a new Task Order. The State shall use the Task Order Form attached to this contract, as Exhibit 2, to initiate a Task Order.

V. By deleting Attachment B, number 5 in its entirety and replacing it as set forth below:

1. Contractor shall submit invoices to the State upon State Acceptance of a deliverable in accordance with the schedule for delivered products, or rates for services performed set forth below:

Milestone 1: Discovery

Key Deliverable	Due Date	Amount per Deliverable	Maximum Payable Amount
Provide stakeholder engagement and information gathering plan	August 17, 2022	\$25,000.00	\$25,000.00
Execute stakeholder engagement and data gathering plan upon approval	September 30, 2022	\$25,000.00	\$25,000.00

Milestone 2: Execution

Key Deliverable	Due Date	Amount per Deliverable	Maximum Payable Amount
Complete draft of the Health Data Strategy	September 16, 2022	\$25,000.00	\$25,000.00
Submit version 1 of Data Governance Framework	September 30, 2022	\$25,000.00	\$25,000.00
Finalize Health Data Strategy	September 30, 2022	\$103,489.00	\$103,489.00

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Milestone 3: Closeout and Ad Hoc Services

Closeout tasks and Ad Hoc services are listed together in this milestone. Ad Hoc services shall be initiated through a Task Order process. The total amount available for all Ad Hoc/Task Order tasks is \$14,511.00.

Key Deliverable	Due Date	Amount per Deliverable	Maximum Payable Amount
Provide a strategy for execution of subsequent phases of Data Strategy development including but not limited to plans for development of a VHCURES and HIE integration strategy, documentation of data architecture, and support for development of Medicaid Data Warehouse data governance structures	September 29, 2022	\$32,000.00	\$32,000.00
Ad Hoc Services	Upon Completion as defined in Task Order	N/A	\$14,511.00

Milestone 4: Additional Discovery

Key Deliverable	Due Date	Amount per Deliverable	Maximum Payable Amount
Provide stakeholder engagement and information gathering plan	Upon Completion*	\$25,000.00	\$25,000.00
Execute stakeholder engagement and data gathering plan upon approval	Upon Completion*	\$25,000.00	\$25,000.00

Milestone 5: Execution

Key Deliverable	Due Date	Amount per Deliverable	Maximum Payable Amount
Submit Medicaid Data Governance Outline	Upon Completion*	\$25,000.00	\$25,000.00
Submit Draft Medicaid Data Governance	Upon Completion*	\$50,000.00	\$50,000.00
Submit Final Medicaid Data Governance	Upon Completion*	\$50,000.00	\$50,000.00

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Milestone 6: Execution

Key Deliverable	Due Date	Amount per Deliverable	Maximum Payable Amount
Submit Draft of VHCURES HIE Integration with comparison of claims data sourced from EHR vs VHCURES	Upon Completion*	\$25,000.00	\$25,000.00
Finalize VHCURES HIE Integration	Upon Completion*	\$25,000.00	\$25,000.00

Milestone 7: Closeout

Key Deliverable	Due Date	Amount per Deliverable	Maximum Payable Amount
Submit updates, enhancements to HIE Data Governance / Data Strategy based on Medicaid Data Governance	Upon Completion*	\$25,000.00	\$25,000.00

* The timeline for deliverable due dates for Milestones 4 through 7 will be established through an updated project schedule as agreed by both parties.

Taxes Due to the State. Contractor further 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.

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 that 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>.

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: July 28, 2022)" which is attached as Attachment G to this amendment, applies to any products or services provided to the State, at any time, when using federal funds.

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This document consists of 10 pages. Except as modified by this Amendment No. 1 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

CONTRACTOR

DEPARTMENT OF VERMONT HEALTH ACCESS

BRILJENT, LLC

DocuSigned by:
Andrea De la Bruere 12/1/2022
201B29C84E7E41E...
ANDREA DE LA BRUERE, COMMISSIONER DATE
280 STATE DRIVE
NOB 1 SOUTH
WATERBURY, VT 05671
PHONE: 802-585-5356
EMAIL: ANDREA.DELABRUERE@VERMONT.GOV

DocuSigned by:
Matthew Odum 12/1/2022
57C33F575938401
MATTHEW D. ODUM, PRESIDENT DATE
7615 W. JEFFERSON BLVD.
FORT WAYNE, IN 46804
PHONE: 312-420-0080
EMAIL: MODUM@BRILJENT.COM

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**STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)
for all Contracts and Purchases of Products and Services Using Federal Funds
(Revision date: July 28, 2022)**

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)

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at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General

- a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
- b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- c. No compensation will be allowed for items eliminated from the Contract.
- d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.

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d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.

e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.

f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.