

**STATE OF VERMONT  
DEPARTMENT OF VERMONT HEALTH ACCESS  
NTT DATA STATE HEALTH CONSULTING, LLC.**

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CONTRACT #40435  
AMENDMENT #1**

**AMENDMENT**

It is hereby agreed by and between the Parties, State of Vermont, Department of Vermont Health Access (hereinafter called "State"), and NTT Data State Health Consulting, LLC (herein after called "Contractor"), that Contract #40435, originally dated as of September 4, 2020, is hereby amended March 31, 2023, as follows:

- I. Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$2,208,000 to \$5,708,000, representing an increase of \$3,500,000.
- II. By deleting Number 8 (Attachments) and Number 9 (Order of Precedence) beginning on Page 1 of the base contract and replacing as follows:**
- 8. Attachments.** The contract includes the following attachments, which are incorporated herein:  
Attachment A – Statement of Work  
Attachment B - Payment Provisions  
Attachment C – Standard State Provisions for Contracts and Grants  
Attachment D – Other Provisions for IT Professional Services  
Attachment E – Business Associate Agreement  
Attachment F - Customary Contract Provisions of the Agency of Human Services  
Attachment G – Federal Terms Supplement  
Appendix I – Subcontractor Compliance Form
- 9. Order of Precedence.** The order of precedence of documents shall be as follows:
- 1). Standard Contract
  - 2). Attachment D
  - 3). Attachment C
  - 4). Attachment G
  - 5). Attachment A
  - 6). Attachment B
  - 7). Attachment E
  - 8). Attachment F
  - 9). Other Attachments
- III. By deleting Attachment A, section “C. Medicaid Data Warehouse Procurement.” in its entirety and replacing it as set forth below:**
- C. Medicaid Data Warehouse Procurement.** The first MES modernization technology procurement supported by Contractor will be for a Medicaid Data Warehouse, including all related analytic tools and functionality (the “MDW Procurement”). Contractor’s services in support of the State’s MDW Procurement shall include all of the services, deliverable reports and tasks described in Section B above. Due dates and related Contract prices for Contractor’s deliverable reports and tasks in support of the MDW Procurement are set forth in the payment tables in Attachment B. All MDW Procurement efforts for the initial implementation have completed as of January 1, 2023.
- IV. By deleting Attachment B, number 7 in its entirety and replacing it as set forth below:**
7. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:

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Deliverable	Due Date	Total Price of Deliverable	% Paid Upon SOV Review and Approval	% Paid Upon Finalization of Selection of Vendor of Choice (or Cancellation of Procurement)
<p><b>The following five (5) items are required for the first procurement engagement (MDW Procurement). All services, deliverables, and tasks identified in Attachment A as part of the MDW Procurement are included in these prices. Exact Due Dates for the table below will be addressed using the State's Deliverable Expectation Document (DED) and Deliverable Acceptance Document (DED) processes that the Contractor and the State will agree to, prior to each project.</b></p>				
Assessment Report	3mo delivery based on DED	\$ 153,000.00	100%	N/A
	4mo delivery based on DED	\$ 145,000.00	100%	N/A
MES Task Report	4mo delivery based on DED	\$ 132,000.00	100%	N/A
	5mo delivery based on DED	\$ 125,000.00	100%	N/A
Evaluation and CBA Report	4mo delivery based on DED	\$ 143,000.00	100%	N/A
	5mo delivery based on DED	\$ 135,000.00	100%	N/A
Research Library	1mo delivery based on DED	\$ 15,000.00	100%	N/A
MDW RFP	5mo delivery based on DED	\$ 265,000.00	70%	30%
	6mo delivery based on DED	\$ 255,000.00	70%	30%
	7mo delivery based on DED	\$ 240,000.00	70%	30%
<p><b>State and Contractor anticipate that multiple procurements (including the MDW Procurement) will be undertaken during the Contract Term. Pricing for Contractor's services in connection with each procurement following the MDW Procurement shall be as set forth in the Specification Order detailing Contractor's services required by State for each such procurement, in accordance with Attachment A, Section D.</b></p>				
<b>Specification Order Maximum Budget 9/4/2020-3/31/2023</b>				\$ 1,500,000.00
<b>Specification Order Maximum Budget 4/1/2023-8/31/2025</b>				\$ 3,500,000.00
<b>MDW Procurement Not to Exceed Amount</b>				\$ 708,000.00
<b>Contract Maximum Not to Exceed Amount</b>				\$ 5,708,000.00

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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 2023-01. 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 2023-01, 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.

This document consists of 9 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

NTT DATA STATE HEALTH CONSULTING, LLC

DocuSigned by:  
*Andrea De la Bruere* 4/1/2023  
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](mailto:ANDREA.DELABRUERE@VERMONT.GOV)

DocuSigned by:  
*Grant Christie* 3/31/2023  
F9C4EF6EDF28481  
GRANT CHRISTIE, SENIOR VICE PRESIDENT DATE  
7950 LEGACY DRIVE, SUITE 1100  
PLANO, TX 75024  
PHONE: 226-821-1664  
EMAIL: [GRANT.CHRISTIE@NTTDATA.COM](mailto:GRANT.CHRISTIE@NTTDATA.COM)

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**ATTACHMENT G  
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) 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).

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**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.
- 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.

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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.

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Appendix I  
Department of Vermont Health Access  
Subcontractor Compliance Form

Date: \_\_\_\_\_

Original Contractor/Grantee Name: \_\_\_\_\_ Contract/Grant #: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Received by DVHA Business Office

\_\_\_\_\_  
Date

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

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**Language to be included from State of Vermont Bulletin 3.5 in all subcontracting agreements:**

**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.

**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.

**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.

**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.

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.

**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.



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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.

**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.

**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>

**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.

**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.

**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.