

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 May 1, 2023, as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$500,000.00 to \$750,000.00, 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, 2023 to June 30, 2024. The Contract Term may be renewed as agreed to by both Parties, not to extend beyond July 14, 2026.
- III. **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.
 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.

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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 Vermont Health Care Uniform Reporting and Evaluation System (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.

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 Vermont Health Information Exchange (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 implemented and maintained.

Milestone 6: 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 Social Determinants of Health (SDOH) Data Governance. Stakeholders include, but are not limited to, core team members from the State involved in SDOH, Vermont Information Technology Leaders, Inc., (VITL), and other vendors as identified by the State.

Milestone 7: Execution

Contractor shall assist the State in developing the deliverables outlined below. SDOH Data Governance that will be implemented to govern and manage data through the end-to-end process (from data source inputs to VHIE). Deliverables include:

1. Complete an outline of the SDOH 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 SDOH data governance.

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2. Submit SDOH Data Governance that can be readily implemented and maintained. Submit an SDOH Consent Mechanism for each data set identified by the State including needed consent and privacy policy updates, etc.

Milestone 8: 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 9: Closeout

Contractor shall update, enhance, revise HIE Data Governance framework and/or Data Strategy based on Medicaid Data Governance and SDOH 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.
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

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Order Form attached to this contract, as Exhibit 2, to initiate a Task Order.

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

- 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

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

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Ad Hoc Services	Upon Completion as defined in Task Order	N/A	\$14,511.00
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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

Milestone 6: Additional Discovery

Key Deliverable	Due Date	Amount per Deliverable	Maximum Payable Amount
Provide SDOH stakeholder engagement and information gathering plan	Upon Completion*	\$15,000.00	\$15,000.00
Execute SDOH stakeholder engagement and data gathering plan upon approval	Upon Completion*	\$15,000.00	\$15,000.00

Milestone 7: Execution

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

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SDOH Ad Hoc	Upon Completion as defined in Task Order	N/A	\$70,000.00
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Milestone 8: 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 9: 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 and SDOH Data Governance.	Upon Completion*	\$25,000.00	\$25,000.00

* The timeline for deliverable due dates for Milestones 4 through 9 will be established through an updated project schedule as agreed by both parties.

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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>.

This document consists of 7 pages. Except as modified by this Amendment No. 2 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:
 5/11/2023
201B29C84E7E41E...
ANDREA DE LA BRUERE, COMMISSIONER DATE
280 STATE DRIVE
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WATERBURY, VT 05671
PHONE: 802-585-5356
EMAIL: ANDREA.DELABRUERE@VERMONT.GOV

DocuSigned by:
 5/11/2023
57C33F575938401...
MATTHEW D. ODUM, PRESIDENT DATE
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