

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Stone Environmental, Inc. (hereafter called the "Contractor") that the contract on the subject of reproducing a production mode version of the already developed prototype for a web accessible database application and expanding that functionality to allow practices, project managers, and State staff to easily enter, track, and report on Blueprint practice, provider, and community health team data, effective July 1, 2013, is hereby amended effective November 1, 2017, as follows:

1. By deleting Section 3 (Maximum Amount) on page 1 of 40 of Amendment 2 of the contract, and substituting in lieu thereof the following Section 3:

3. Maximum Amount. In consideration of the services to be performed by Contract, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$339,350.

2. By deleting Attachment B (Payment Provisions) on page 4 of 40 of Amendment 2 of the contract, and substituting in lieu thereof the following Attachment B, beginning on page 2 of this agreement.

3. By deleting the Financial Report Form in Appendix I (Required Forms) on page 37 of 40 of Amendment 2 of the contract, and substituting in lieu thereof the following Financial Report Form, on page 7 of this agreement.

This amendment consists of 7 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#24433) dated July 9, 2013 shall remain unchanged and in full force and effect.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR
STONE ENVIRONMENTAL, INC.

e-Signed by Cory Gustafson
on 2017-10-23 15:39:14 GMT

October 23, 2017

CORY GUSTAFSON, COMMISSIONER
280 State Drive, NOB 1 South
Waterbury, VT 05671-1010
Phone: 802-241-0239
Email: cory.gustafson@vermont.gov
AHS/DVHA

DATE

e-Signed by David Healy
on 2017-10-23 15:26:35 GMT

October 23, 2017

DAVID HEALY, V.P.
535 Stone Cutters Way
Montpelier, VT 05602
Phone: 802-229-4541
Email: dhealy@stone-env.com
CONTRACTOR

DATE

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. The following provisions specifying payments are:

1. Contractor invoices shall be submitted no more frequently than monthly, but no later than quarterly, and shall include the deliverables completed during the specified billing period and the total amount invoiced. The State shall pay the Contractor based on lump sum payments for each of the following deliverables, except where otherwise noted. Lump sum payments will only be made for deliverables accepted by the State.

Contract Deliverable 1: Complete Database and Blueprint Web Application Design and Development completed by the date specified within the mutually agreed upon project plan, with payment of \$4,500 upon delivery and acceptance by the State.

Contract Deliverable 2: Complete Database and Front End Forms completed by the date specified within the mutually agreed upon project plan, with payment of \$33,000 upon delivery and acceptance by the State.

Contract Deliverable 3: Develop Reporting System for Blueprint Database Application completed by the date specified within the mutually agreed upon project plan, with payment of \$14,000 upon delivery and acceptance by the State.

Contract Deliverable 4: User Testing, Acceptance, Application Refinement, and Deployment completed by the date specified within the mutually agreed upon project plan, with payment of \$11,000 upon completion and acceptance by the State, including bug fixes.

Contract Deliverable 5: Documentation and Training completed by the date specified within the mutually agreed upon project plan, with payment of \$9,500 upon delivery and acceptance by the State.

Contract Deliverable 6: Project management invoiced and paid monthly in 12 equal installments of \$1,500, totaling \$18,000, based on delivery of a full project plan by July 30, 2013, subject to approval by the State, and delivery of bi-weekly status reports.

Contract Deliverable 7: Develop a Vermont Blueprint for Health Web Mapping and Data Analysis Plan completed by the date specified within the mutually agreed upon project plan, with payment of \$5,000 upon delivery and acceptance by the State.

In addition, the State shall pay recurring annual costs for the following:

Contract Deliverable 8: Quarterly Security Testing performed as an ongoing service after application is in production with payment of up to \$8,250 in year one of the contract, payment of up to \$16,500 per year in each of years two, three, and four of the contract, and payment of up to \$5,200 per year in each of years five and six of the contract.

Contract Deliverable 9: Hosting performed as an ongoing service after application is in production. For the first year, the Contractor shall provide hosting at no cost for the first 6 months, with a monthly fee of \$300 per month for the subsequent 6 months, for an annual total of up to \$1,800 in year one. The Contractor shall provide hosting for a monthly fee of \$300 per month, totaling up to \$3,600 per year, in years two, three, and four of the contract. The Contractor shall provide hosting for a monthly fee of \$500 per month, totaling up to \$6,000 per year, in years five and six of the contract.

Contract Deliverable 10: Monthly Technical Support and Application Maintenance (Change Requests) performed as requested after application is in production. Change requests, such as new data fields, new validation requests, and adding values to dropdown lists (outside of the original design), will constitute application maintenance. Responding to user questions will constitute technical support. Based on the number of hours used monthly by the State, application maintenance and technical support will each be paid at an hourly rate. The Contractor will notify the State if monthly application maintenance (or change request) work is scoped to exceed a 12 hour per month threshold, and will notify the State if monthly technical support work is scoped to exceed a 4 hour per month threshold. The State must specifically pre-approve in writing any application maintenance and/or technical support work to exceed those monthly thresholds. In year one of the contract, application maintenance and technical support work will be paid by the State at a rate of \$125 per hour, up to an annual maximum of \$12,000. In years two, three, and four of the contract, application maintenance and technical support work will be paid by the State at a rate of \$125 per hour, up to an annual maximum of \$24,000. In years four and five of the contract, application maintenance and technical support work will be paid by the State at a rate of \$150 per hour, up to an annual maximum of \$28,800. The Contractor shall invoice the State only for actual application maintenance and actual technical support hours used each month. Such invoices shall detail the actual dates, description of service, and hours of services per incident.

Breach Notification Insurance: For the contract period beginning July 1, 2017, the Contractor may invoice the State for the actual costs of Breach Notification Insurance, up to an annual maximum cost of \$5,000.00. Actual costs shall be documented by paid insurer invoices (along with the required certificates of insurance). The Contractor must take reasonable steps to match the Breach Notification Insurance coverage period to the term of this contract period beginning on July 1, 2017, and ending on June 30, 2019. If the insurance term extends beyond the term of this contract period, the State will only remit payment for the portion of the costs that are within this contract term.

Up to 10 % of the total maximum amount payable under this contract for each State Fiscal Year may be reallocated among these tasks and budget categories for each State Fiscal Year upon written authorization from the Blueprint Executive Director.

The following Blueprint Application Budget Summary Table summarizes the maximum budget for Year 1, 2, 3, 4, 5, and 6 costs:

Blueprint Application Budget Summary

| Task | Description | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 |
|---------|--|-----------|-----------|-----------|-----------|-----------|-----------|
| Task 1 | Complete Blueprint Application Design | \$ 4,500 | | | | | |
| Task 2 | Complete Database and Front End Forms | \$ 33,000 | | | | | |
| Task 3 | Develop Blueprint Reporting System | \$ 14,000 | | | | | |
| Task 4 | User Testing, Acceptance, Application Refinement, and Deployment | \$ 11,000 | | | | | |
| Task 5 | Documentation and Training | \$ 9,500 | | | | | |
| Task 6 | Project Management | \$ 18,000 | | | | | |
| Task 7 | Blueprint Data Analysis Plan | \$ 5,000 | | | | | |
| Task 8 | Quarterly Security Testing | \$ 8,250 | \$ 16,500 | \$ 16,500 | \$ 16,500 | \$ 5,200 | \$ 5,200 |
| Task 9 | Hosting and Technical Support | \$ 1,800 | \$ 3,600 | \$ 3,600 | \$ 3,600 | \$ 6,000 | \$ 6,000 |
| Task 10 | Application Maintenance | \$ 12,000 | \$ 24,000 | \$ 24,000 | \$ 24,000 | \$ 28,800 | \$ 28,800 |

STATE OF VERMONT, CONTRACT
 DEPARTMENT OF VERMONT HEALTH ACCESS
 STONE ENVIRONMENTAL, INC.

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 CONTRACT #24433
 AMENDMENT #3

| Task | Description | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 |
|--|-------------|------------|-----------|-----------|-----------|-----------|-----------|
| Breach Notification Insurance (Actual Costs) | | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 5,000 | \$ 5,000 |
| Annual Cost | | \$ 117,050 | \$ 44,100 | \$ 44,100 | \$ 44,100 | \$ 45,000 | \$ 45,000 |

2. Before invoicing and payment commences, the Contractor will provide Craig Benson, Agency of Human Services (AHS) Data Services Director, with a completed/finalized Data Dictionary via email to Craig.Benson@vermont.gov, subject to State review and approval.
3. All work products (deliverables) are subject to review and approval by the State before being accepted, including but not limited to any individual Change Request resulting from Deliverable #10 above. Each work product will be evaluated based on any and all descriptions listed within Attachment A, as well as all direction and input discussed and agreed upon between the State and the Contractor during the term of this Agreement as it aligns with the specifications of work. Any work product deemed unacceptable by the State will be subject to revision by the Contractor based upon a remediation plan that the State and the Contractor will develop. Payment will be contingent upon the State accepting each work product and any stipulations listed above.
4. No benefits or insurance beyond the Breach Notification Insurance costs specified above will be reimbursed by the State.
5. Monthly invoices shall be accompanied by a completed financial reporting form (Appendix I: Required Forms). Invoices should reference this contract number and be submitted to the State Fiscal Manager and the State Program Manager specified in Section 9 of this contract.

The total maximum amount payable under this contract shall not exceed \$339,350.

Appendix I: Required Forms
 Financial Report

Department of Vermont Health Access
 Financial Report Form

| Contract Name | Contract Number | Reporting Period | As of Date | | | | | | | | | | | | TOTAL DEDUCTIONS TO DATE | BALANCE | | | |
|-----------------------------------|--|-------------------------|------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--------------------------|---------|--|--|--|
| | | | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | | | | |
| Contract Name | Stone Environmental, Inc | 24433, Item 2 | | | | | | | | | | | | | | | | | |
| Contract Number | 24433, Item 2 | 24433, Item 2 | | | | | | | | | | | | | | | | | |
| Reporting Period | 01/01/2017 - 06/30/2018 | 01/01/2017 - 06/30/2018 | | | | | | | | | | | | | | | | | |
| Contractor Name | Stone Environmental, Inc | | | | | | | | | | | | | | | | | | |
| Contractor Address | 1000 Main Street Montpelier, VT 05602 | | | | | | | | | | | | | | | | | | |
| Contractor Phone | 802.253.1234 | | | | | | | | | | | | | | | | | | |
| Contractor Email | info@stoneenv.com | | | | | | | | | | | | | | | | | | |
| TOTAL CONTRACT BUDGET | | | | | | | | | | | | | | | | | | | |
| Item 1. Materials | | | | | | | | | | | | | | | | | | | |
| Item 2. Labor | | | | | | | | | | | | | | | | | | | |
| Item 3. Equipment | | | | | | | | | | | | | | | | | | | |
| Item 4. Subcontractors | | | | | | | | | | | | | | | | | | | |
| Item 5. Other | | | | | | | | | | | | | | | | | | | |
| TOTAL CONTRACT BUDGET | | | | | | | | | | | | | | | | | | | |
| TOTAL CONTRACT BUDGET | | | | | | | | | | | | | | | | | | | |
| SIGNATURE OF AUTHORIZING OFFICIAL | | | | | | | | | | | | | | | | | | | |
| Date | | | | | | | | | | | | | | | | | | | |

Please Note: Only system wide cells are supported for editing, please enter the funding amount on the same line as the quote subcategory; the highlighted main subcategories will submit for comparison with the state subcategories, please enter a 0 in the quote provided for each subcategory being billed.