

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (the "State") and Vermont Information Technology Leaders, with a principal place of business in Burlington, Vermont (the "Contractor") that the contract between them originally dated as of July 1, 2023, Contract #45815 (the "Contract") is hereby amended as follows:

I. **Attachments.** Section 8. Attachments is hereby deleted in its entirety and replaced as follows:

8. ***Attachments.*** This Contract includes the following attachments which are incorporated herein:

Attachment A – Statement of Work

Exhibit 1– VITLAccess Terms and Conditions for State Personnel

Exhibit 2 – Vermont Health Information Exchange (VHIE) Data Use Agreement

Attachment B – Payment Provisions

Attachment C – Standard State Provisions for Contracts and Grants

Attachment D – Other Terms and Conditions for Information Technology Contracts

Attachment E – Business Associate Agreement

Attachment F – Agency of Human Services’ Customary Contract/Grant Provisions

Attachment G – Business Partner Agreement

Attachment H – Federal Terms Supplement (Non-Construction)

Attachment I- Modifications to State Attachment D – Information Technology System Implementation

Appendix I – Required Forms

II. **Order of Precedence.** Section 9. Order of Precedence is hereby deleted in its entirety and replaced as follows:

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 I - Modifications to State Attachment D – Information Technology System Implementation
- 3) Attachment D – Other Terms and Conditions for Information Technology Contracts
- 4) Attachment C – Standard State Provisions for Contracts and Grants
- 5) Attachment H – Federal Terms Supplement
- 6) Attachment A – Statement of Work with Exhibits
- 7) Attachment B – Payment Provisions
- 8) Attachment E – Business Associate Agreement
- 9) Attachment F – Agency of Human Services’ Customary Contract/Grant Provisions
- 10) Attachment G – Business Partner Agreement
- 11) Other Attachments

III. **Attachment I is hereby added to this Contract as it appears on page 3 of this Amendment.**



**ATTACHMENT I  
MODIFICATIONS TO STATE ATTACHMENT D –  
INFORMATION TECHNOLOGY SYSTEM IMPLEMENTATION**

**Whereas:** Vermont Information Technology Leaders, Inc. ("VITL") the State of Vermont, Department of Vermont Health Access ("State") entered into Contract #45815, a Standard Contract for Technology Services originally effective July 1, 2023 ("the Contact").

**Whereas:** in order to meet some of the requirements of the contract, VITL has determined it must enter into a subcontract with Heath Catalyst, Inc. ("HCI").

**Whereas:** HCI is not willing to commit in its subcontract with VITL to some of the terms and conditions set forth in the Contract contained in State Attachment D – Information Technology System Implementation – Terms and Conditions (rev. 03/10/2023)

**Whereas:** VITL does not wish to commit to terms in the Contract with respect to the work performed by HCI in its subcontract that are in excess of the commitment made by HCI

**Whereas:** The following amendments shall apply so long as VITL, in good faith acts to replace HCI.

**Therefore:** the State is willing to modify the terms of the Contract, limited to the terms as set forth below, and only for the portion of the work that will be performed by HCI. All terms and conditions of the Contract remain unchanged for all portions of the work required by the Contract, that are not performed by HCI. Attachment D is hereby modified or amended as follows with respect to work performed by VITL Subcontractor HIC:

1. Section 6.3 Security Policies is amended to add the following:

HCI may provide a summary of its Security Policy to VITL

2. Section 8 Professional Liability and Cyber Liability Insurance Coverage is modified to add the following to the final paragraph:

HCI's insurance policy is not required to list the state as an additional insured.

3. Section 9 Limitation of Liability is modified to add the following language after the first paragraph:

NOTWITHSTANDING THE FOREGOING, AND ONLY WITH RESPECT TO WORK PERFORMED BY HCI, THE CONTRACTOR'S LIABILITY FOR CLAIMS ARISING OUT OF ITS CONFIDENTIALITY OBLIGATIONS TO THE STATE IS LIMITED TO \$2,000,000 PER CLAIM, \$4,000,000 AGGREGATE.

4. Section 15 Audit Rights, is modified to add the following language:

This section does not apply to HCI, although all other audit provisions in the contract remain in full force and effect.

**STATE OF VERMONT  
DEPARTMENT OF VERMONT HEALTH ACCESS  
VERMONT INFORMATION TECHNOLOGY LEADERS**

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CONTRACT #45815  
AMENDMENT #1**

5. Section 16 Destruction of State Data is modified to add the following language:

With respect to HCI, the destruction of State Data and State Intellectual Property shall be performed according to National Institute of Standards and Technology (NIST) sanitization “Clear” techniques, rather than “National Institute of Standards and Technology (NIST) approved methods.”

Except as modified by this Amendment 1, all other terms and conditions of Attachment D remain in full force and effect.