

STATE OF VERMONT  
GREEN MOUNTAIN CARE BOARD  
NOVATION AND AMENDMENT

It is hereby agreed by and among the State of Vermont, Green Mountain Care Board (hereafter called "State"), Feeley & Driscoll, PC, with a principal place of business in 200 Portland Street, Boston, MA 02114 and BDO USA, LLP, with a principal place of business in 330 North Wabash, Suite 3200, Chicago, IL 60611 (hereafter called "Contractor"), that the Contractor intends to assume all of the rights, benefits, duties and obligations of Feeley & Driscoll under the Contract between the State and Feeley & Driscoll commencing June 22, 2016, Contract # 28928 (the "Contract"), and the Contract is hereby amended as follows:

- I. Novation. The State and Feeley & Driscoll hereby effect the novation of the Contract (the "Novation") to substitute the Contractor for Feeley & Driscoll for all purposes of the Contract. Upon signing, the contract number will change to 28928A with a balance of \$44,200. The State hereby consents to such Novation and hereby releases Feeley & Driscoll from all of its duties and obligations under the Contract following the effective date of this Novation, and Contractor hereby accepts the Novation and assumes all rights, benefits, duties, undertakings, liabilities and obligations of Feeley & Driscoll under the Contract.  
  
Feeley & Driscoll hereby releases the State from its undertakings, obligations, duties and liabilities against Feeley & Driscoll under the Contract following the effective date of this Novation.
- II. Amendment. The Contract is hereby amended to replace all references in the Contract to Feeley & Driscoll with references to BDO USA LLP.
- III. Effective Date. The effective date of this Novation and amendment shall be June 22, 2016.
- IV. Taxes Due to the State. Contractor 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.
- V. Certification Regarding Suspension or Disbarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment 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.

Except as modified by this Amendment No. 2, all provisions of the original contract remain in full force and effect.

The signatures of the undersigned indicate that each has read this amendment to Contract # 28928 in its entirety and agrees to be bound by the provisions enumerated therein.

**STATE OF VERMONT**

**Feeley & Driscoll**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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

**BDO USA LLP**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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