

STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION ----- Form AA-14 (12/15/2017)

Note: All sections must be completed. Incomplete forms will be returned to the originating department.

I. CONTRACT INFORMATION:

Agency/Department: Green Mountain Care Board **Contract #:** 36067 **Amendment #:** 1
Vendor Name: Adaptive Insights, Inc. **VISION Vendor No:** 322436
Vendor Address: 3350 W Bayshore Road, Ste. 200, Palo Alto, CA 94303
Starting Date: 2/18/2018 **Ending Date:** 2/17/2022 **Amendment Date:** 10/1/2018
Summary of agreement or amendment: \$0 change to correct Adaptive's pricing language from legacy "standard" seats to new "full" seats.

II. FINANCIAL & ACCOUNTING INFORMATION

Maximum Payable: \$210,774.00 Prior Maximum: \$ Prior Contract # (If Renewal):
Current Amendment: \$ Cumulative amendments: \$ % Cumulative Change:
Business Unit(s): 3330; ; - [notes:] **VISION Account(s): 507600;**
Estimated Funding Split: % GF % SF % EF % Other
 % TF % GC % FF (name)

III. PROCUREMENT & PERFORMANCE INFORMATION (section A & B)

A. The agency has taken reasonable steps to control the price of the contract and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:
 Standard Bid/RFP Simplified Sole Source Qualification Based Selection Statutory

B. Contract includes **performance measures/guarantees** to ensure the quality and/or results of the service? Yes No

IV. TYPE OF AGREEMENT (select all that apply)

Personal Service Construction Arch/Eng. Marketing Info. Tech. Prof. Service
 Non-Personal Service Retiree/Former SOV EE Financial Trans Zero-Dollar Privatization Other
 Commodity

V. SUITABILITY FOR CONTRACT FOR SERVICE

Yes No n/a Does this contract meet the determination of an Independent Contractor? If "NO", the contractor must be set up and paid on payroll through the VTHR system.

VI. CONTRACTING PLAN APPLICABLE

Is any element of this contract subject to a pre-approved Agency/Dept. Contracting Waiver Plan? Yes No

VII. CONFLICT OF INTEREST

By signing below, I (Agency/Dept. Head) certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

Yes No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

VIII. PRIOR APPROVALS REQUIRED OR REQUESTED

Yes No Agreement must be Certified by the Attorney General under 3 V.S.A. § 342 (sign line #4 below)
 Yes No Attorney General review As To Form is required or requested: _____ (AAG initial)
 Yes No Agreement must be approved by the Secretary of ADS/CIO
 Yes No Agreement must be approved by the CMO: for Marketing services over \$25,000
 Yes No Agreement must be approved by Comm. Human Resources: for Privatization, Retirees, Former Employees, & if a Contract fails the IRS test.
 Yes No Agreement must be approved by the Secretary of Administration

IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL

I have made reasonable inquiry as to the accuracy of the above information (sign in order):

1-Date	1-Agency/Department Head		2-Date	2-Agency Secretary (if required)	
3a-Date	3a-CIO	3b-Date	3b-CMO	3c-Date	3c-Commissioner DHR
4-Date	4-Attorney General		5-Date	5-Secretary of Administration	

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Green Mountain Care Board (the "State") and Adaptive Insights, Inc., with a principal place of business in Palo Alto, CA (the "Contractor"), that the contract between them, Contract #36067 (the "Contract"), is hereby amended as follows:

1. By deleting the table in Attachment A, section 3 (pages 3 - 4), and replacing it with the following table:

Product	Quantity
Planning Base Fee (Corporate)	2
Planning - Admin Seat	3
Planning - Standard Seat	35
Planning - Analysis Seat	15
Process Management (Corporate)	2
Dashboards & Analytics (formerly Discovery Professional) - Base Fee (Corporate)	2
OfficeConnect Base Fee (Corporate)	2
Sandbox Domain	2
Authentication (Corporate)	2
Multi-Domain Uplift Fee - Admin Seats	3
Multi-Domain Uplift Fee - Standard Seats	3
OfficeConnect Seat Uplift Fee - Multi-Domain Seat	5
Dashboards & Analytics (formerly Discovery Professional) - Seat Uplift Fee (for MI Seats)	15
eLearning	1
eLearning - Additional User	33

2. By adding the following Order Form and Agreement to Attachment B after the Order Form and Agreement on page 9:

Order Form and Agreement



Adaptive Insights, Inc.
3350 W. Bayshore Road, Suite 200
Palo Alto, CA 94303
United States

Offer valid through: 6/30/2018
Prepared by:
Julia Schwartz
jschwartz@adaptiveinsights.com

Customer Information

Company Name Green Mountain Care Board 144 State Street, Montpelier, VT 05620	Main Contact Lori Perry Sr. Financial Policy Analyst (802) 828-6971	Billing Contact Lori Perry Sr. Financial Policy Analyst (802) 828-6971	Provisioning Contact Lori Perry Sr. Financial Policy Analyst (802) 828-6971
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Order Information

Start Date: 2/18/2018 End Date: 2/17/2022 Term (Months): 48	Billing Terms: Net 30 Currency: USD Fiscal Year End:	Order Type: Add-on Convert Trial: PO Number:	Quote #: Q-70445 Partner:
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Product	Quantity
Adaptive Planning – Admin Seat	3
Adaptive Planning – Standard Seat	3
eLearning (For up to 2 users)	1
eLearning (For each additional user beyond the initial two)	33
Subscription Total:	
USD 0	
Service Total:	
USD 0	
Grand Total:	
USD 0	

Totals (excludes any applicable local taxes)

Subscription Total:	
USD 0	
Service Total:	
USD 0	
Grand Total:	
USD 0	

Order Terms

Use of the Adaptive Insights service is subject to the terms and conditions of the latest executed subscription agreement as between Adaptive and Customer.

Total Subscription and Support Fees for the full Subscription Terms (including Multi Year Terms) are due and payable Net 30 days from the date of the invoice which shall be raised upon receipt of Order Form. Professional Services are payable per Statement of Work.

The Planning and Analytics bundle was not purchased.

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.

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 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>

This document consists of 3 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

ADAPTIVE INSIGHTS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____