

40980

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 #: 40980 Amendment #: 3  
 Vendor Name: Workday, Inc. VISION Vendor No: 0000385483  
 Vendor Address: 6110 Stoneridge Mall Road, Pleasanton, CA 94588  
 Starting Date: 02/18/18 Ending Date: 2/17/2024 Amendment Date: 2/18/2022  
 Summary of agreement or amendment: Two year extension of the four year business performance management system the Board uses to manage the hospital and ACO budgets. Extending because RFP could have resulted in a material change for the hospitals at a very difficult time. As Workday, Inc. acquired Adaptive Insights, this amendment also transfers the contract to Workday, Inc.

**II. FINANCIAL & ACCOUNTING INFORMATION**

Maximum Payable: \$339,774.00 Prior Maximum: \$ 215,774.00 Prior Contract # (If Renewal): 36067  
 Current Amendment: \$124,000.00 Cumulative amendments: \$ 129,000.00 % Cumulative Change: 61 %  
 Business Unit(s): 3330; ; - [notes: ] VISION Account(s): 507600;  
 Estimated Funding Split: 40.00% GF 60.00% SF % EF % Other (name)  
 % TF % GC % FF

**III. PROCUREMENT & PERFORMANCE INFORMATION**

A. Identify applicable procurement process utilized.  
 Standard Bid/RFP  Simplified  Sole Source (See B.)  Qualification Based Selection  Statutory  
 B. If Sole Source Contract, contract form includes self-certification language?  Yes  N/A  
 C. 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 (\$25,000 and above) or otherwise 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):

DocuSigned by: Susan Barnett 1/12/2022			
1-Date	1-Agency/Department Head	2-Date	2-Agency Secretary (if required)
	DocuSigned by: 1/12/2022		
3a-Date	3a-CIO	3b-Date	3b-CMO
	DocuSigned by: Jesse Moorman 1/12/2022		DocuSigned by: 1/13/2022
4-Date	4-Attorney General	5-Date	5-Secretary of Administration

DocuSigned by:  
Matthew Sutter 1/12/2022  
F962C482F234BB..



Novation and Amendment Agreement to Contract # 36067

STATE OF VERMONT  
GREEN MOUNTAIN CARE BOARD  
NOVATION AND AMENDMENT AGREEMENT

This Novation and Amendment Agreement (“Novation Agreement”) is hereby agreed by and among the State of Vermont, Green Mountain Care Board (hereinafter called "State"), and Workday, Inc., a corporation with a principal place of business in Pleasanton, CA (hereinafter called "Contractor"), as successor by acquisition to Adaptive Insights LLC (hereinafter called “Adaptive”). Contract # 36067, as amended to date, (the “Contract”) is hereby amended as follows:

I. **Novation Agreements.**

- a. Contractor accepts and agrees to the terms of the Contract, as amended hereby, and Contractor hereby assumes all rights, benefits, duties, undertakings, liabilities and obligations of Adaptive under the Contract.
- b. State shall be liable solely to Contractor for any failure by it to perform its obligations under the Contract prior to the Effective Date.
- c. State shall pay all outstanding fees and invoices due under the Contract, including any amounts due under any Order Forms expiring prior to the Effective Date, solely to Contractor.

II. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$215,774.00 to \$339,774.00, representing an increase of \$124,000.00.

III. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from February 18, 2022 to February 17, 2024.

IV. **Attachment B, Payment Provisions.** The payment provisions are amended as follows: Adding Order Form 00302649.0 as Exhibit 1 to Attachment B.

V. **Notices.** The following is updated information to be used by State when sending notices to Contractor pursuant to the Contract: 6110 Stoneridge Mall Rd Pleasanton, CA 94588.

VI. **Insurance.** Contractor will maintain as of the Effective Date, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A- VII authorized to do business in the jurisdictions where the Contractor services are to be performed.

- (a) Workers’ Compensation insurance prescribed by applicable local law and Employers Liability insurance with limits not less than \$1,000,000 per accident/per employee. This policy shall include a waiver of subrogation against State.

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- (b) Business Automobile Liability covering all vehicles that Contractor owns, hires or leases with a limit of no less than \$1,000,000 (combined single limit for bodily injury and property damage) for each accident.
- (c) Commercial General Liability insurance including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with an aggregate limit of no less than \$2,000,000. This policy shall name State as an additional insured with respect to the provision of services provided under the Contract. This policy shall include a waiver of subrogation against State.
- (d) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage and Computer Security and Privacy Liability coverage) with a limit of no less than \$10,000,000 per occurrence and in the aggregate.
- (e) Crime policy with a limit of no less than \$5,000,000 per occurrence and in the aggregate.
- (f) Excess Liability/Umbrella coverage with a limit of no less than \$9,000,000 per occurrence and in the aggregate (such limit may be achieved through increase of limits in underlying policies to reach the level of coverage shown here). This policy shall name State as an additional insured with respect to the provision of services provided under the Contract. This policy shall include a waiver of subrogation against State.

Upon State's request, Contractor agrees to deliver to State a certificate(s) of insurance evidencing the coverage specified in this section. Such certificate(s) will contain a thirty (30) day prior notice of cancellation provision. Contractor will be solely responsible for any deductible or self-insurance retentions. Such insurance coverage will be primary and any other valid insurance existing will be in excess of such primary insurance policies. The required insurance coverage and limits of liability set forth above shall not be construed as a limitation or waiver of any potential liability of satisfaction of any indemnification/hold harmless obligation of Contractor.

- VII. **SOV Cybersecurity Standard 19-01**. All products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL:  
<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- VIII. **Effective Date**. The effective date of this Novation Agreement shall be February 16, 2022.
- IX. **Taxes Due to the State**. Contractor certifies under the pains and penalties of perjury that, as of the date this Novation Agreement is signed, the Contractor is in

Novation and Amendment Agreement to Contract # 36067

good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

X. **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.

XI. **Certification Regarding Suspension or Debarment.** Contractor certifies under the pains and penalties of perjury that, as of the date this Novation Agreement 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 Novation Agreement is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

Except as modified by this Novation Agreement, all provisions of the Contract remain in full force and effect.

For State administrative purposes, upon signing of this Novation Agreement, the contract number will be changed to 40918:

*40980 Administrative Typo ↘ 5/11/22*

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

**STATE OF VERMONT**

By: DocuSigned by:  
Kevin Mullin  
Name: D90E402ABC744AF  
Title: Chair, GMCB  
Date: 1/13/2022

**WORKDAY, INC.**

By: Michael Magaro  
Michael Magaro (Jan 31, 2022 09:08 PST)  
Name: Michael Magaro  
Title: Senior Vice President, Business Finance  
Date: Jan 31, 2022

Approved as to Legal form by:

*Rick Olaka*

## Novation and Amendment Agreement to Contract # 36067

**Attachment B**  
**Exhibit 1**

**ORDER FORM 00302649.0**

<b>Customer Name</b>	Green Mountain Care Board (GMCB)
<b>Customer Address</b>	144 State St., Montpelier, Vermont, 05633-3601, United States
<b>Workday Entity</b>	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
<b>MSA Effective Date</b>	February 18, 2018
<b>Order Effective Date</b>	The later of the dates of the parties' signatures below
<b>Order Term</b>	February 18, 2022 through February 17, 2024
<b>Order Term in Months</b>	24
<b>Currency</b>	USD
<b>Total Subscription Fee</b>	124,000

**Payment Schedule Table**

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	62,000
2	Due on first anniversary of the Order Term start date	62,000
	<b>Total Payment Amount</b>	<b>124,000</b>

**Subscription Rights Table**

SKU	Service	Pricing Metric	Subscription Rights
APLNPI	Adaptive Planning Non Production Instance (Additional)	Flat Fee	2 Additional Planning Non Production Instance(s)
APLNR	Adaptive Planning Bundle (Quantity of 2)	Flat Fee	Up to 3 Users for Financial Planning for each Adaptive Planning Bundle
APLNUR	Adaptive Planning Bundle User (Additional)	User	Up to 32 Additional Users

**Named Support Contacts Table**

<b>Number of Named Support Contacts*</b>	2
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\*Named Support Contacts are the contacts that may request and receive support services from Workday and must be trained on the Workday product(s) for which they initiate support requests.

**Customer Contact Information**

	Billing, In Care of	Customer Support	Subscriptions Contact
<b>Contact Name</b>	GMCB Business Office	Lori Perry	Lori Perry
<b>Street Address</b>	144 State St.	144 State St.	144 State St.
<b>City/Town, State/Region/County, Zip/Postcode, Country</b>	Montpelier Vermont 05633-3601 United States	Montpelier Vermont 05633-3601 United States	Montpelier Vermont 05633-3601 United States
<b>Phone/Fax #</b>	(802) 828-2177	(802) 828-2177	(802) 828-2177
<b>Email (required)</b>	Gmcb.businessoffice@vermont.gov	lori.perry@vermont.gov	lori.perry@vermont.gov

For customers based in the U.S., certain portions of the Service included in this Order Form can be used with optional downloadable software components ("Downloadable Components"). Any applicable tax for Downloadable Components will be separately presented on the invoice based on a valuation attributed to the Downloadable Components. As of the effective date of this Order Form, there is no value attributed to any of the Downloadable Components.

This Order Form is subject to and governed by the MSA, attached hereto, and Planning Addendum, which is located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html>, and incorporated by reference. In the event of a conflict, the provisions of this Order Form take precedence over the MSA and its exhibits and attachments. The parties further agree to the terms in the attached Addendums and Exhibits. Any Service SKU described in this Order Form is a Covered Service under the Workday Universal Data Processing Exhibit and Workday Universal Security Exhibit. For purposes of the MSA, this Order Form is the Signature Document. All remittance advice and invoice inquiries shall be directed to [Accounts.Receivable@workday.com](mailto:Accounts.Receivable@workday.com).

Novation and Amendment Agreement to Contract # 36067

**ADDITIONAL ORDER FORM TERMS ADDENDUM**

**1. General.**

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the MSA. The Total Subscription Fee is based on the maximum indicated in the Subscription Rights Table and any use in excess of such maximum(s) indicated will be subject to the Growth and Expansion section herein. Subscription Rights limits may not be decreased during the Order Term.

**2. User Definition.**

A "User" is an individual authorized by Customer associated with a single, unique email address for purposes of accessing the Service.

**3. Growth and Expansion.**

During the Order Term, Customer may purchase additional Users at the rates set forth in the Expansion Table below. Notwithstanding the foregoing, Customer will report to subscriptions@workday.com no later than 30 days prior to each anniversary of the Order Term start date and Customer agrees to pay fees for any excess Subscription Rights based on the reporting requirements and Expansion Rate(s) described below. Purchases of additional Users will be coterminal with this Order Form.

**User Metric.** The highest daily number of Users for the 12-month period preceding the Annual reporting Date.

**User Expansion Table**

SKU	Service	Expansion Rate for each Added User
APLNUR	Adaptive Planning Bundle User (Additional)	941

**4. Renewal.**

Customer may renew its subscription for the Service by notifying Workday prior to the end of the Order Term and Workday will generate a new Order Form for a single three-year renewal term ("Renewal Term") at the below pricing:

**Renewal Table**

Renewal Term Years	Annual Renewal Subscription Fees
1st year of Renewal Term	Base Subscription Fee x (1+ (5% Innovation Index + Renewal Term CPI))
2nd year of Renewal Term	Previous year subscription fee x (1+ (5% Innovation Index + Renewal Term CPI))
3rd year of Renewal Term	Previous year subscription fee x (1+ (5% Innovation Index + Renewal Term CPI))

The "Base Subscription Fee" is 62,000. The Expansion Rates for the Renewal Term shall be increased by the same percentage as the Annual Renewal Subscription Fees per year in the Renewal Table. Fees for the Renewal Term are due by the first day of each corresponding year of the Renewal Term. Individual payments shall match the Annual Renewal Subscription Fee as defined in the Renewal Table above. If Customer wishes to procure any additional SKUs or Subscription Rights for a Renewal Term that are not included in the Base Subscription Fee, fees for those items will be in addition to the fees anticipated under this section.

**5. Additional Definitions (as applicable).**

"CPI" means the consumer price index established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average).

"Renewal Term CPI" means CPI established for the calendar year prior to the most recent February 1 preceding the Renewal Term, if a positive number.

"Innovation Index" means the fixed annual rate of increase in Subscription Fees based on improved Service functionality and performance that is a result of Workday's efforts and investment in product development and infrastructure.

**WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM**

**Adaptive Planning Non Production Instance (Additional)**

Additional Non Production Instance for non-production use.

**Adaptive Planning Bundle**

Adaptive Planning provides the ability for a customer to create planning models for the purpose of supporting their planning process. Workers may interact with the planning model for the purposes of data entry, forecasting, reporting, and analysis. Standard Adaptive Support is also included.

