

**Authorizing Agreement:** State of Vermont Participating Addendum # 42861 for NASPO Cloud

**Contractor:** Workday, Inc.

**State Purchasing Entity:** Agency of Digital Services

Purchasing Entity's address for invoicing: [ADS.ITPurchasing@vermont.gov](mailto:ADS.ITPurchasing@vermont.gov).

Agency of Digital Services

One National Life Drive, 2<sup>nd</sup> Floor Dewey Building

Montpelier, VT 05620-2120

**Order No.** Cloud 2024\_24 (This assigned Order # must be included on all correspondence, delivery documents and invoices.)

- 1. Scope:** This Order is a contract between the Contractor identified above (hereinafter the "Contractor") and the State of Vermont, through its State Purchasing Entity identified above (hereinafter the "State"). Contractor hereby agrees to provide the Products and Services specified herein subject to and in accordance with the terms and conditions of the above-captioned Authorizing Agreement, inclusive of its attachments and/or exhibits and respective amendments (hereinafter the "Authorizing Agreement"). THE AUTHORIZING AGREEMENT IS HEREBY INCORPORATED BY REFERENCE AND SHALL APPLY TO THIS ORDER AS IF SPECIFICALLY APPENDED HERETO. THE TERMS OF THE AUTHORIZING AGREEMENT SHALL GOVERN AND PREVAIL IN THE EVENT OF ANY CONFLICT OR AMBIGUITY BETWEEN THE TERMS OF THIS ORDER, INCLUSIVE OF THE CONTRACTOR ORDER FORM AND/ OR STATEMENT OF WORK INCORPORATED HEREIN, AND THE TERMS OF THE AUTHORIZING AGREEMENT.
- 2. Data Categorization and Applicable Standards:** Contractor is required at all times to comply with all applicable federal and state laws and regulations pertaining to information security and privacy. For purposes of this Order the State has determined that it's Customer Data will include the types of data indicated in **Exhibit VT-Data Types** attached to this Order. Contractor agrees to complete the **Exhibit VTData Types** in a manner mutually agreeable to the parties to this Order and, in doing so, indicate the level to which Contractor complies with the standards, policies and laws indicated therein.
- 3. Term:** The term of this Order shall begin on February 18, 2024 and end on February 17, 2027 (the "Initial Term").
- 4. Payment and Invoicing:** The maximum amount payable under this Order shall not exceed \$225,742.00. This maximum amount is not a guaranteed amount. Contractor will be paid for products or services actually delivered or performed, as specified in this Order, up to the maximum amount payable. All rates set forth in this Order shall be inclusive of any and all Contractor fees and expenses. Contractor shall submit invoices to the State Purchasing Entity's address identified above. Payments made by State Purchasers shall be made only upon approval and acceptance by the State. Reimbursement of expenses is not authorized.

  - a. Prompt Pay Discounts:** Prompt Pay discounts may be negotiated by the parties to the Order and, upon mutual agreement, shall be set forth in the attached Contractor Order Form.
  - b.** The parties agree that Payment #1 on the Payment Schedule Table in Order Form #00407739.0 shall be due and payable within thirty (30) days of invoice date.

5. **Products and Services:** The Contractor shall provide the Products and Services set forth in the **Contractor Order Form** attached to this Order, and any relevant **Statement of Work** attached to this Order in full satisfaction of the specific requirements of the Authorizing Agreement and this Order.
6. **Integrated Agreement; Amendment:** This Order contains the final and complete agreement of the parties. The parties do not intend to be bound by any additional terms not included, or expressly incorporated by reference, in this Order. The terms of this Ordering Document shall govern and prevail over any conflict or ambiguity with the terms of the **Contractor Order Form** and **Statement of Work** attached to this Order. Electronic “click-through” terms, terms and conditions of a Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection. This Order may not be amended except in a writing that is numbered and signed by the duly-authorized representatives of the State and the Contractor.
7. **Product/Service Documents Applicable to this Order:** The Contractor’s terms and conditions applicable to the products and services specified in this Order are as set forth in the **Contractor Order Form** and **Statement of Work** attached to this Order (and are herein referred to as “Product/Service Documents”).
  - a. The Parties acknowledge and agree that any terms or conditions in the Product/Service Documents not allowable under law or that materially conflict with the applicable terms and conditions established by the Authorizing Agreement will not apply, and that the Authorizing Agreement will control in the event of any ambiguity or material conflict between the Authorizing Agreement and the Product/Service Documents. Further, and without limiting the generality of the foregoing sentence, notwithstanding any language to the contrary, Contractor acknowledges and agrees that Purchasing Entities do not intend to be bound, and will not be bound, by any Product/Service Documents terms to the extent such terms: (a) require indemnification by the Purchasing Entity of the Contractor or a third party; (b) waive the Purchasing Entity’s right to a jury trial; (c) establish jurisdiction for any non-federal claim, dispute, or action in any venue other than the Superior Court of the State of Vermont, Civil Division, Washington Unit; (d) designate a governing law other than the laws of the State of Vermont; (e) constitute an implied or deemed waiver of the immunities, defenses, rights or actions arising out of Purchasing Entity’s sovereign status or under the Eleventh Amendment to the United States Constitution; (f) establish new or different payment obligations of the Purchasing Entity than are establish under the Agreement (g) reduce or diminish the obligations regarding the security, confidentiality, and integrity of the Customer Data (as that term is defined in Exhibit B to the NASPO Master Agreement, the Workday Master Subscription Agreement (“MSA”)) as are established under the Agreement; (h) establish rights in the use of or access to Customer Data for any reason other than performance of the product or service; or (i) establish rights of ownership in Customer Data; or (j) limit the time within which an action may be brought.
8. **Sole Source Contract for Services.** This Contract results from a “sole source” procurement under State of Vermont Administrative Bulletin 3.5 process and Contractor hereby certifies that it is and will remain in compliance with the campaign contribution restrictions under 17 V.S.A. § 2950.


**Taxes Due to the State.** Contractor certifies under the pains and penalties of perjury that, as of the date this agreement 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.

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

**SOV Cybersecurity Standard Update 2023-01.** Contractor certifies that the products and services provided to or for the use of the State under this agreement comply with *State of Vermont Cybersecurity Standard 23-01*, which Contractor acknowledges has been provided to it, and is available on-line at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

**REQUIRED PRIOR APPROVALS**

**This Order, regardless of value, shall be approved by the Vermont Chief Information Officer/Secretary of the Agency of Digital Services prior to execution.**

|  |                                   |
|--|-----------------------------------|
| <p>DocuSigned by:<br/> <br/>         CIO Approval</p> | <p>2/8/2024</p> <hr/> <p>Date</p> |
|--|-----------------------------------|

**This Order, if valued at \$25,000 or more per year, shall be certified by the Vermont Office of the Attorney General in accordance with 3 V.S.A. § 342 prior to execution.**

|  |                                     |
|--|-------------------------------------|
| <p>DocuSigned by:<br/> <br/>         Certified by</p> | <p>12/26/2023</p> <hr/> <p>Date</p> |
|--|-------------------------------------|

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS AGREEMENT.**

Workday, Inc.

|   |                                       |
|---|---------------------------------------|
| <p><br/> <small>Julie Gonzalez (Jan 29, 2024 13:46 PST)</small></p> <hr/> <p>Signature</p> | <p>Jan 29, 2024</p> <hr/> <p>Date</p> |
| <p>Approved as to Legal Form by: <i>Rick Olaba</i></p>  |                                       |

STATE OF VERMONT, Green Mountain Care Board

|   |                                    |
|---|------------------------------------|
| <p>DocuSigned by:<br/> <br/>         Signature</p> | <p>1/29/2024</p> <hr/> <p>Date</p> |
|---|------------------------------------|



**ORDER FORM 00407739.0 IN CONNECTION WITH STATE OF VERMONT  
PARTICIPATING ADDENDUM #42891 (THE "AGREEMENT") TO THE NATIONAL  
ASSOCIATION OF STATE PROCUREMENT OFFICERS CLOUD SOLUTIONS (NASPO)  
CONTRACT #AR2507**

|                                 |  |
|---------------------------------|--|
| <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.<br>6110 Stoneridge Mall Road<br>Pleasanton, CA 94588 |
| <b>Agreement Effective Date</b> | See State of Vermont PA #42891                                     |
| <b>Order Effective Date</b>     | February 18, 2024  |
| <b>Order Term</b>               | February 18, 2024 through February 17, 2027                        |
| <b>Currency</b>                 | USD  |
| <b>Total Subscription Fee</b>   | 225,742  |

**Payment Schedule Table**

| Payment # | Payment Due Date   | Payment Amount |
|-----------|--|----------------|
| 1         | Due in accordance with the MSA, invoiced upon Order Effective Date | 68,200         |
| 2         | Due on First anniversary of the Order Term start date              | 75,020         |
| 3         | Due on Second anniversary of the Order Term start date             | 82,522         |
|           | <b>Total Payment Amount</b>  | <b>225,742</b> |

For the avoidance of doubt, the Payment Schedule Table will be used for invoicing purposes.

**Subscription Fees Table**

| Subscription Period | Date Range                                  | Subscription Fee |
|---------------------|---|------------------|
| 1                   | February 18, 2024 through February 17, 2025 | 68,200           |
| 2                   | February 18, 2025 through February 17, 2026 | 75,020           |
| 3                   | February 18, 2026 through February 17, 2027 | 82,522           |
|                     | <b>Total Subscription Fee</b>               | <b>225,742</b>   |

**Subscription Rights Table**

| SKU     | Service  | Pricing Metric | Annual Subscription Rights   |
|---------|--|----------------|--|
| APLNNPI | 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  |

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Order Form to the NASPO PA for Green Mountain Care Board (GMCB)

**Customer Contact Information**

| Billing, In Care of | Customer Support | Subscriptions Contact |
|---------------------|------------------|-----------------------|
|                     |                  |                       |



|              |                                 |                            |                            |
|--------------|---------------------------------|----------------------------|----------------------------|
| Contact Name | GMCB Business Office            | Matthew Sutter             | Matthew Sutter             |
| Phone/Fax #  | +1.802.828.2177                 | 8024617104                 | 8024617104                 |
| Email        | gmcb.businessoffice@vermont.gov | matthew.sutter@vermont.gov | matthew.sutter@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 Order Effective Date, there is no value attributed to any of the Downloadable Components.

The parties agree that Adaptive Planning will be delivered as stipulated 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. All remittance advice and invoice inquiries shall be directed to [Accounts.Receivable@workday.com](mailto:Accounts.Receivable@workday.com).



**IN WITNESS WHEREOF, this Order Form is entered into as of the Order Effective Date.**

**Green Mountain Care Board (GMCB)**

**Workday, Inc.**

See Customer's signature on page 4 above

Julie Gonzalez  
Julie Gonzalez (Jan 29, 2024 13:46 PST)

Signature

Signature

Name

Julie Gonzalez

Name

Title

Senior Vice President, Financial Planning & Analysis

Title

Date Signed

Jan 29, 2024

Date Signed



## 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. Annual 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](mailto:subscriptions@workday.com) no earlier than 90 days and no later than 60 days (“Annual Reporting Period”) based on the number of Users as of 90 days (“Count Date”) prior to each anniversary of the Order Term start date. Customer agrees to pay fees for any excess Subscription Rights at the Expansion Rates described below to cover the period from the anniversary of the Order Term start date immediately following the Annual Reporting Period through the subsequent anniversary date (each a “Reporting Cycle”). Customer understands that an order form will be required to document any annual fees due pursuant to this section in its entirety. Such order form must be executed no later than 30 days prior to each anniversary of the Order Term start date until the Renewal (as defined below), at which time the Annual Reporting Obligation will be incorporated into the Renewal Term.

**User Metric.** Reporting for the following SKU(s) is based on the highest daily number of Users for the 12-month period preceding the Count Date. For avoidance of doubt, Customer understands the reporting for Year 1 is based on the 9-months preceding the Annual Reporting Period.

#### User Metric Expansion Table

| SKU    | Service                                    | Annual Expansion Rate for each Added User |
|--------|--|---|
| APLNUR | Adaptive Planning Bundle User (Additional) | 1,253                                     |

### 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. Such order form must be executed no later than 30 days prior to the end of this Order Term.

#### 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 82,522. 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**

Customer may only use the Service SKUs subscribed to as indicated in the body of this Order Form.

| <b>Service</b>           | <b>Description</b>   |
|--------------------------|--|
| Adaptive Planning Bundle | Adaptive Planning enables customers to create models and reports to support their planning, budgeting, forecasting and reporting processes. Customers can i) define hierarchies, dimensions, and measures; ii) enter, calculate, and report on plan, forecast, and actual data; iii) ingest, map, and use data in calculations, reporting, and analysis using the included integration framework; and iv) define task and approval processes to support planning and budgeting. Adaptive Planning includes data integration APIs, connectors to facilitate integration to select ERP systems, and user authentication (single sign on). Adaptive Planning includes user access to multiple reporting and data entry capabilities such as web reports, sheets, and dashboards. Adaptive Planning Standard Support is also included. |



## WORKDAY PLANNING ADDENDUM

This Workday Planning Addendum (“**Planning Terms**”) supplements and amends the MSA only for the Workday Adaptive Planning SKU(s) listed on this Order Form (“**PLNSKU**”) and does not amend the terms of the MSA for other SKUs purchased by Customer under an Order Form. Unless otherwise defined, capitalized terms used in these Planning Terms have the same meaning as set forth in the MSA.

1. **Documentation.** The Documentation for PLNSKU (<https://adaptiveplanning.doc.workday.com>) applies in lieu of any other Workday Documentation.
2. **Support.** Support for PLNSKU is provided as set forth in the SLA for Planning (currently located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html>). Unless otherwise stated in the Workday Service SKU Descriptions Addendum included in this Order Form, 24x7 Support (formerly “Premier Support”) will apply. The Workday SLA does not apply to PLNSKU.
3. **Planning Instances and Administrators.**
  - (a) PLNSKU uses Planning Instances for Customer Data rather than Customer’s Tenant. A “**Planning Instance**” is a unique instance of the Service with a separate set of Customer Data held in a logically separated database (i.e. a database segregated through password-controlled access) that Customer may link to other Planning Instances. Following Customer retrieval of data, Workday shall, unless legally prohibited, delete all Customer Data by deleting Customer’s Planning Instance consistent with the Tenant deletion terms in the MSA.
  - (b) PLNSKU uses Administrators. “**Administrators**” mean those Authorized Party users who are designated by Customer to have administrative rights to Customer’s account for the Service, whereby such users will be responsible for administering and controlling access to and use of the Service by other Authorized Parties.
4. **Universal Security Exhibit & Universal Data Processing Exhibit.** Except as set forth herein, the Universal Security Exhibit and Universal Data Processing Exhibit (currently located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html>) shall govern PLNSKU. PLNSKU is a Covered Service under the Universal Security Exhibit and Universal Data Processing Exhibit.
5. **Subprocessor List.** “**Subprocessor List**” means the list (currently located at <https://www.workday.com/en-us/legal/subprocessors.html>) identifying the Subprocessors that are authorized to Process Personal Data for PLNSKU.
6. **Audit Report.** The audit report applicable to PLNSKU is the current Service Organization Controls 2 Type II audit report for Workday Adaptive Planning or successor third-party audit report (“**Planning SOC2**”). For PLNSKU, Workday maintains a security program that conforms to the Security Exhibit and is further described in the Planning SOC2. All background checks will be conducted pursuant to the Planning SOC2. PLNSKU has separate ISO 27001, ISO 27018, and ISO 27701 certifications that apply in lieu of Workday ISO certifications.
7. **Protected Information.**
  - (a) Customer acknowledges that PLNSKU is designed with security and access management for processing non-Protected Information, and Customer agrees that neither Customer (nor its Affiliates or Authorized Parties) shall include Protected Information in its Customer Data.
  - (b) “**Protected Information**” means, to the extent any of the following relates to an identified or identifiable natural person, (i) Protected Health Information as defined in the U.S. Health Insurance Portability and Accountability Act or other health information regulated under Data Protection Laws applicable to Customer; (ii) Cardholder Data, as described in the Payment Card Industry data security standards; or (iii) special categories of personal data regulated under Article 9 of the General Data Protection Regulation.

v23.5

**DATA TYPES**

| Type of Data   | Applicable State & Federal Standards, Policies, and Laws   | Comply   | Vendor's Description of Compliance  |
|--|--|--|---|
| <input checked="" type="checkbox"/> Publicly available information | <ul style="list-style-type: none"> <li>▪ <a href="#">NIST 800-171</a></li> </ul>                               | Yes, subject to the Vendor's Description of Compliance | Yes, for information submitted to Workday Adaptive Planning, also defined as "Customer Data."<br><br>The NIST 800-171 standard relates to protecting controlled unclassified information (CUI) in non-federal Information Systems and Organizations. Workday has mapped its relevant SOC 2 controls to NIST 800-171 in the Workday Adaptive Planning audit report.  |
| <input checked="" type="checkbox"/> Other:                         | Financial information for Accountable Care Organizations that is confidential and not for public distribution. | Yes, subject to the Vendor's Description of Compliance | Electronic information submitted to Workday Adaptive Planning is Confidential Information per the Agreement. Vendor shall not materially decrease the protections provided by the controls set forth in the <a href="#">Universal Security Exhibit</a> and the most recently completed SOC1 and SOC2 audit reports (or comparable industry-standard successor report) prepared by Vendor's independent Auditor for Workday Adaptive Planning. Personal Data will be processed in accordance with the <a href="#">Universal Data Process Exhibit</a> .<br><br>Vendor and Green Mountain Care Board (GMCB) agree GMCB is responsible for ensuring the following type data is NOT submitted to Workday Adaptive Planning: (i) Protected Health Information as defined in the U.S. Health Insurance Portability and Accountability Act or other health information regulated under data protection laws applicable to GMCB and (ii) Cardholder Data, as described in the Payment Card Industry data security standards. |