STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION - - - - - - - - - - Form AA-14 (8/22/11)

Note: All sections are required. Incomplete forms will be returned to department.

I. CONTRACT INFORMATION:

Agency/Department: AOA/ SIM Project **Contract #:** 25350 **Amendment #:** 2

Vendor Name: Trustees of the University of Massachusetts Commonwealth Medicine VISION Vendor No: 42904

Vendor Address: 33 South Street, Shrewsbury, MA 01545

Starting Date: 9/1/2013 **Ending Date:** 12/31/2015 **Amendment Date:**

Summary of agreement or amendment: Extending the contract for an additional year for continued project management support to the SIM Project.

II. FINANCIAL INFORMATION

Maximum Payable: ~~$460,000.00~~ - $540,000 STW Prior Maximum: $ 1,000,000.00 Prior Contract # (If Renewal): 25350

Current Amendment: ~~$230,000.00~~ Cumulative amendments: ~~$ 545,000.00~~ $235,000 STW % Cumulative Change: ~~23.00 %~~ 104% STW

Business Unit(s): 1100020600; ; - [notes: SIM proj code 37990] **VISION Account(s):** ;

II. PERFORMANCE INFORMATION

Does this Agreement include Performance Measures tied to Outcomes and/or financial reward/penalties? ☒ Yes ☐ No

Estimated Funding Split:	G-Fund %	S-Fund %	F-Fund 100.00 %	GC-Fund %	Other %

III. PUBLIC COMPETITION

The agency has taken reasonable steps to control the price of the contract or procurement grant and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:

☒ Standard bid or RFP ☐ Simplified Bid ☐ Sole Sourced ☐ Qualification Based Selection ☐ Statutory

IV. TYPE OF AGREEMENT & PERFORMANCE INFORMATION

Check all that apply: ☐ Service ☒ Personal Service ☐ Architect/Engineer ☐ Construction ☐ Marketing ☐ Information Technology ☐ Other, describe:

V. SUITABILITY FOR CONTRACT FOR SERVICE

☒ Yes ☐ No ☐ n/a If this is a Personal Service contract, does this agreement meet all 3 parts of the "ABC" definition of independent contractor? (See Bulletin 3.5) If NO, then contractor must be paid through Payroll

VI. CONTRACTING PLAN APPLICABLE:

Are one or more contract or terms & conditions provisions waived under a pre-approved Contracting Plan? ☐ Yes ☒ No

VII. CONFLICT OF INTEREST

By signing below, I 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 approved by the Attorney General under 3 VSA §311(a)(10) (personal service)
☐ Yes	☒ No	I request the Attorney General review this agreement as to form No, already performed by in-house AAG or counsel: _____ (initial)
☐ Yes	☒ No	Agreement must be approved by the Comm. of DII; for IT hardware, software or services and Telecommunications over $100,000
☐ Yes	☒ No	Agreement must be approved by the CMO; for Marketing services over $15,000
☐ Yes	☒ No	Agreement must be approved by Comm. Human Resources (privatization and retiree contracts)
☒ 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:

Date		Date	
02/18/15	Agency / Department Head ✓		Agency Secretary or Other Department Head (if required)
2/27/15	Approval by Attorney General ✓		Approved by Commissioner of Human Resources
Date	CIO	Date	CMO
		3/9/2015	Secretary of Administration ✓

2015-01738

FEB 18 2015

RECEIVED

FEB 27 2015

STATE OF VERMONT
ATTORNEY GENERAL'S OFFICE

AMENDMENT

It is agreed by and between the State of Vermont, Agency of Administration (hereafter called the "State") and the University of Massachusetts Medical School, Common Wealth Medicine (hereafter called the "Contractor") that the contract dated 9/1/2013 is hereby amended effective January 1, 2015, as follows:

1. **By deleting Section (Contract Term) on page 1 of the base agreement, and substituting in lieu thereof the following Section 4:**

   4. **Contract Term.** The period of Contractor's performance shall begin on September 1, 2013 and end on December 31, 2015.

2. **By deleting Section 3 (Maximum Amount) on page 1 of the first amendment, and substituting in lieu thereof the following Section 3:**

   3.Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions in Attachment B, a sum not to exceed $460,000.00. The State does not guarantee the assignment of any minimum number of hours or other work under this contract.

3. **Attachment A: By striking out the section entitled "Deliverables" of Attachment A and substituting in lieu thereof the following section:**

   Deliverables

   The Contractor shall complete the following deliverables and is directly responsible for the following project tasks and outcomes:

   a. Program management of sub-grant program,
      i. Facilitate grant agreement process: prepare documents; oversee grantee communications and document routing.
      ii. Monitor sub-grantee reporting: support grantees in the development of reports; compile and report to other SIM stakeholders.
      iii. Manage grantee interactions: schedule and facilitate grantee forums.
   b. Develop and implement program communication and collaboration strategy to align sub-grant and workgroup progress and outcomes;
   c. Develop and maintain project status reporting tools (i.e. Dashboard and other reports) to report status of overall SIM project as well as various components;
   d. Complete Conflict of Interest program for all SIM staff;
   e. Assistance with the maintenance of the Project Risk Plan;
   f. Develop and maintain project contracting matrix and timelines to proactively manage contract execution and maintenance schedule;
   g. Workgroup support as needed, including refining work plans and facilitation of cross-project communications, as such opportunities are identified;
   h. Assistance with the procurement process related to SIM;
   i. Change requests;
   j. Participate and support meetings with project staff;
   k. Collaboration with project staff;
   l. Other duties as assigned

4. **Attachment B: By striking out Attachment B of the base agreement as amended in Amendment 1 in its entirety and substituting in lieu thereof the following Attachment B:**

1. The maximum amount payable under this contract for service and expenses as outlined in Attachment A shall not exceed $460,000. This is inclusive of all expenses and the State does not guarantee the assignment of any minimum number of hours or other work under this contract.
2. FUNDING and PERIOD OF PERFORMANCE AUTHORIZATON REQUIREMENT: This contract is funded by a federal grant and subject to federal approval. No reimbursement shall be provided under this agreement without federal approval for the task, service, or product for which reimbursement is claimed.

   a. Funding for this contract has been approved through December 31, 2014 in the amount of $230,000.
   b. Funding for this contract has been approved for the period of January 1, 2015 and December 31, 2015 in the amount of $230,000.
   c. Contractor is authorized to conduct work through December 31, 2015.

3. The Contractor shall submit invoices monthly and no later than quarter based on the following budget table below:

Personnel	Hourly Rate
PI/Program Manager- Joelle Judge	
January 2015 - June 2015	$88.78
July 2015 - December 2015	$90.49
Project Coordinator- TBD	$54.48
Travel (inclusive of Indirect Costs)	$3,982.00
Cell Phones (2) (inclusive of Indirect Costs)	$1,319.74

4. The Contractor's monthly billing invoice will include the following:
   a. For hourly charges – show number of hours worked by staff category, hourly rate per the agreement, and activities performed.
   b. If travel reimbursement is requested, the Contractor shall provide documentation in the invoice to support this request. This documentation would include receipts for food, lodging, and transportation and would comply with the State Agency of Administration Bulletin 3.4 Travel and Expense Policy.

5. Payments for subcontractors will only be made upon approval (See Attachment C, #15).

6. The State shall reimburse Contractor for travel expenses utilizing the most current General Services Administration Per Diem Study for lodging, meals and incidentals. The State shall also reimburse for telephone expenses with express written permission. Expenses will not be reimbursed without prior approval from the State.

7. Invoices should contain a unique invoice number, reference this contract number and contain a current date of submission.

Montpelier, VT 05609
(802) 828-3322

Payments shall be made to:

University of Massachusetts
Office of the Bursar
55 Lake Avenue North
Worcester, MA 01655-0002

7. Upon full payment by the State, all products of the Contractors work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Contractor.

   The Contractor shall be entitled to retain and keep a copy of all products of its work submitted to the State under this contract but must secure written approval from the State prior to any distribution of such products to a third party, unless otherwise required by law in which case Contractor shall immediately notify the State of any such request or demand so that the State may seek an appropriate protective order prohibiting such distribution. The Contractor is the owner of all rights, title, and interest in and to any intellectual property developed by the University of Massachusetts or its subcontractors prior to or independently of this contract, or as a general purpose consulting tool for its use in performing the services hereunder, which may include algorithms, formulae, methodologies, and know-how.

   As a recipient of federal funds, the Contractor is required to adhere to the following federal regulations:
   a. A-110: "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" (OMB Circular A-110);
   b. A-122: "Cost Principles for Non-Profit Organizations" (OMB Circular A-122); and
   c. A-133: "Audits of States, Local Governments and Non-Profit Organizations" (OMB Circular A-133)
   d. As well as all other applicable federal regulations or guidelines relating to CFDA# 93.624, Grant #1G1CMS331181-01-00 which supports this contract.

   These circulars may be found on the Office of Management and Budget website at: http://www.whitehouse.gov/omb/circulars/index.html.

   For Agreements that extend beyond 2014:

   2 CFR Chapter I, Chapter II, Part 200, et al.: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule" http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf.

5. Attachment C: By replacing Attachment C in its entirety with the following version dated September 2, 2014:

ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS

1. Entire Agreement: This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

2. Applicable Law: This Agreement will be governed by the laws of the State of Vermont.

3. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.

4. Appropriations: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence, Liability: The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party. The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:
$1,000,000 Per Occurrence
$1,000,000 General Aggregate
$1,000,000 Products/Completed Operations Aggregate
$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: $1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends $500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends $750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

10. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

11. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party 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.

c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

a. is not under any obligation to pay child support; or

b. is under such an obligation and is in good standing with respect to that obligation; or

c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement 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.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:
http://bgs.vermont.gov/purchasing/debarment.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing/debarment.

19. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of $1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

(End of Standard Provisions)

State of Vermont – Attachment C_9/2/2014_rev

This amendment consists of 7 pages. Except as modified by this amendment all provisions of this agreement, **(#25350)** dated September 1, 2013 shall remain unchanged and in full force and effect.

STATE OF VERMONT
AGENCY OF ADMINISTRATION

Michael Clasen — Date: 04/14/15
Deputy Secretary

CONTRACTOR
UNIVERSITY OF MASSACHUSETTS MEDICAL CENTER

Janice Lagace — Date: 04/15/2015
Assistant Director of Contracts, Research Funding

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing/debarment.

19. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of $1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

(End of Standard Provisions)

State of Vermont – Attachment C_9/2/2014_rev

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STATE OF VERMONT
AGENCY OF ADMINISTRATION

04/16/15
Michael Clasen Date
Deputy Secretary

CONTRACTOR
UNIVERSITY OF MASSACHUSETTS MEDICAL CENTER

Janice Lagace 04/15/2015
Janice Lagace Date
Assistant Director of Contracts, Research Funding

AMENDMENT

It is agreed by and between the State of Vermont, Agency of Administration (hereafter called the "State") and the University of Massachusetts Medical School, Common Wealth Medicine (hereafter called the "Contractor") that the contract dated 9/1/2013 is hereby amended effective January 1, 2015, as follows:

1. **By deleting Section (Contract Term) on page 1 of the base agreement, and substituting in lieu thereof the following Section 4:**

   4. **Contract Term.** The period of Contractor's performance shall begin on September 1, 2013 and end on December 31, 2015.

2. **By deleting Section 3 (Maximum Amount) on page 1 of the first amendment, and substituting in lieu thereof the following Section 3:**

   3.Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions in Attachment B, a sum not to exceed $460,000.00. The State does not guarantee the assignment of any minimum number of hours or other work under this contract.

3. **Attachment A: By striking out the section entitled "Deliverables" of Attachment A and substituting in lieu thereof the following section:**

   Deliverables

   The Contractor shall complete the following deliverables and is directly responsible for the following project tasks and outcomes:

   a. Program management of sub-grant program,
      i. Facilitate grant agreement process: prepare documents; oversee grantee communications and document routing.
      ii. Monitor sub-grantee reporting: support grantees in the development of reports; compile and report to other SIM stakeholders.
      iii. Manage grantee interactions: schedule and facilitate grantee forums.
   b. Develop and implement program communication and collaboration strategy to align sub-grant and workgroup progress and outcomes;
   c. Develop and maintain project status reporting tools (i.e. Dashboard and other reports) to report status of overall SIM project as well as various components;
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   e. Assistance with the maintenance of the Project Risk Plan;
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   h. Assistance with the procurement process related to SIM;
   i. Change requests;
   j. Participate and support meetings with project staff;
   k. Collaboration with project staff;
   l. Other duties as assigned

4. **Attachment B: By striking out Attachment B of the base agreement as amended in Amendment 1 in its entirety and substituting in lieu thereof the following Attachment B:**

1. The maximum amount payable under this contract for service and expenses as outlined in Attachment A shall not exceed $460,000. This is inclusive of all expenses and the State does not guarantee the assignment of any minimum number of hours or other work under this contract.
2. FUNDING and PERIOD OF PERFORMANCE AUTHORIZATON REQUIREMENT: This contract is funded by a federal grant and subject to federal approval. No reimbursement shall be provided under this agreement without federal approval for the task, service, or product for which reimbursement is claimed.

    a. Funding for this contract has been approved through December 31, 2014 in the amount of $230,000.
    b. Funding for this contract has been approved for the period of January 1, 2015 and December 31, 2015 in the amount of $230,000.
    c. Contractor is authorized to conduct work through December 31, 2015.

3. The Contractor shall submit invoices monthly and no later than quarter based on the following budget table below:

Personnel	Hourly Rate
PI/Program Manager- Joelle Judge	
January 2015 - June 2015	$88.78
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    a. For hourly charges – show number of hours worked by staff category, hourly rate per the agreement, and activities performed.
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5. Payments for subcontractors will only be made upon approval (See Attachment C, #15).

6. The State shall reimburse Contractor for travel expenses utilizing the most current General Services Administration Per Diem Study for lodging, meals and incidentals. The State shall also reimburse for telephone expenses with express written permission. Expenses will not be reimbursed without prior approval from the State.

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(802) 828-3322

Payments shall be made to:

University of Massachusetts
Office of the Bursar
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7. Upon full payment by the State, all products of the Contractors work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Contractor.

   The Contractor shall be entitled to retain and keep a copy of all products of its work submitted to the State under this contract but must secure written approval from the State prior to any distribution of such products to a third party, unless otherwise required by law in which case Contractor shall immediately notify the State of any such request or demand so that the State may seek an appropriate protective order prohibiting such distribution. The Contractor is the owner of all rights, title, and interest in and to any intellectual property developed by the University of Massachusetts or its subcontractors prior to or independently of this contract, or as a general purpose consulting tool for its use in performing the services hereunder, which may include algorithms, formulae, methodologies, and know-how.

   As a recipient of federal funds, the Contractor is required to adhere to the following federal regulations:
   a. A-110: "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" (OMB Circular A-110);
   b. A-122: "Cost Principles for Non-Profit Organizations" (OMB Circular A-122); and
   c. A-133: "Audits of States, Local Governments and Non-Profit Organizations" (OMB Circular A-133)
   d. As well as all other applicable federal regulations or guidelines relating to CFDA# 93.624, Grant #1G1CMS331181-01-00 which supports this contract.

   These circulars may be found on the Office of Management and Budget website at: http://www.whitehouse.gov/omb/circulars/index.html.

   For Agreements that extend beyond 2014:

   2 CFR Chapter I, Chapter II, Part 200, et al.: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule" http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf.

5. Attachment C: By replacing Attachment C in its entirety with the following version dated September 2, 2014:

ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS

1. Entire Agreement: This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

2. Applicable Law: This Agreement will be governed by the laws of the State of Vermont.

3. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.

4. Appropriations: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence, Liability: The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party. The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:
$1,000,000 Per Occurrence
$1,000,000 General Aggregate
$1,000,000 Products/Completed Operations Aggregate
$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: $1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends $500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends $750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

10. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

11. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party 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.

c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

a. is not under any obligation to pay child support; or

b. is under such an obligation and is in good standing with respect to that obligation; or

c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement 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.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:
http://bgs.vermont.gov/purchasing/debarment.

VERMONT

Vermont Health Care Innovation Project

109 State Street
Montpelier, VT 05609
www.gmcboard.vermont.gov/sim_grant

To: Michael Clasen, Deputy Secretary of Administration
Fr: Georgia Maheras, VHCIP
Re: Extension of Existing Contract for Project Management Services
Date: February 17, 2015

This request is to amend the existing contract #25350, for an additional 12 months with an overall contract not to exceed of $460,000. The contract is in the process of being approved by CMMI.

We request a waiver so that expenses incurred in conformance with the Scope of Work between 1/1/15 and the signing of this agreement will be payable under this agreement. This contract is fully funded by the federal SIM grant and this agreement will receive federal approval effective 1/1/15. The reason for the waiver is that there was a delay in processing this agreement, but the work performed is critical for success of the project. This contractor provides centralizing project management and administration and serves to support our obligations meeting the Open Meeting Law.

Contractor: UMass Commonwealth Medicine
Method of Selection: RFP
***Amount:* $460,000 (Year Two Amount: $230,000)**
Line Item: $230,000 Project Management
Term: 1/1/15-12/31/15
Method of Accountability: *This is a deliverables/performance-based contract where the contractors are required to perform specific tasks according to a timeline and project plan. The tasks are enumerated in Attachment A of the agreement and Attachment B provides the payment schedule. These are also included below for your reference. The contract manager(s) review the invoices and work products each month before approving the invoices.*
Itemized Budget and Justification: *The billing for this contract is time and materials. The Contractors will be paid through monthly invoices as described in Attachment B. Attachment B includes the hourly rate for each staff person assigned to the contract. The Contractor's hourly rates are competitive within the project management sector and fall within the low range of hourly rates for contractors involved in this work across the country.*
Budget Category: *Project Management*

Background

In June, 2013, the SIM Core Team and Staff determined the need for project management services to support Vermont's SIM project. The focus of these services is to provide support to the SIM staff in order to ensure that the SIM Project achieves the State's stated objectives as

identified in the State Innovation Plan and SIM grant narrative. The Project Management Services contract will support the multi-agency, collaborative effort involving state staff and contractors, providers, payers and consumers. They will provide the necessary high-level administrative support and guidance to ensure that each component of the SIM Project is successfully executed, completed on time, within scope, within budget and at an acceptable level of quality using State-approved Project Management principles. Additionally, the SIM grant supports some IT-related activities and the State's Department of Information and Innovation (DII) requires that certain IT contracts be supported with formal project management. In order to provide cohesive project support, the RFP combined the IT and non-IT project management activities.

The RFP, found here:
http://gmcboard.vermont.gov/sites/gmcboard/files/SIM_PMO_RFP061413.pdf, requested that a project management team operate in a structure where the overall project management lead is responsible for the activities of all other project managers. The project management team is responsible for providing support to the SIM Project Director, SIM work groups, Government Operations Team, Core Team and staff of the SIM Project as laid out in the SIM organization chart.
The project management team is responsible for the following scope of services:

1. **Deliverables**

The Contractor shall complete the following deliverables and is directly responsible for the following project tasks and outcomes:

a. Program management of sub-grant program,
    i. Facilitate grant agreement process: prepare documents; oversee grantee communications and document routing.
    ii. Monitor sub-grantee reporting: support grantees in the development of reports; compile and report to other SIM stakeholders.
    iii. Manage grantee interactions: schedule and facilitate grantee forums.
b. Develop and implement program communication and collaboration strategy to align sub-grant and workgroup progress and outcomes;
c. Develop and maintain project status reporting tools (i.e. Dashboard and other reports) to report status of overall SIM project as well as various components;
d. Complete Conflict of Interest program for all SIM staff;
e. Assistance with the maintenance of the Project Risk Plan;
f. Develop and maintain project contracting matrix and timelines to proactively manage contract execution and maintenance schedule;
g. Workgroup support as needed, including refining work plans and facilitation of cross-project communications, as such opportunities are identified;

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Montpelier, VT 05609
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h. Assistance with the procurement process related to SIM;
i. Change requests;
j. Participate and support meetings with project staff;
k. Collaboration with project staff;
l. Other duties as assigned

Budget Table:

All rates are fully-loaded with in-state mileage and cell phones being charged separately.

Personnel	**Hourly Rate**
PI/Program Manager- Joelle Judge	
January 2015 - June 2015	$88.78
July 2015 - December 2015	$90.49
Project Coordinator- TBD	$54.48
Travel (in-state only)	$3,982.00
Cell Phones (2)	$1,319.74

Bid review process

It was determined that this contract would be executed by the GMCB and the GMCB released an RFP on June 14th. The RFP was developed jointly by DVHA, AHS, GMCB and DII. The state convened a Bid Review Team comprised on members from AHS, DII and GMCB: Anya Rader Wallack, Stephanie Beck, Tom Jenny, Kate Jones and Georgia Maheras.

Bids were received on July 16th and the bid review team convened (without Tom Jenny) on July 22nd. Of the 9 bids received, the review team immediately eliminated five that were deemed non-responsive and lacked relevant experience. Among the remainder, the team identified three leading bidders, with UMass ranking highest.

UMass' proposal provides for a three member project management team. This team brings a wide range of experience in managing large projects in the health care sector. In addition to the experience of the three-member team, this bidder has a support structure within its organization that offers additional topic-specific support should our assigned team need

additional resources. In addition to the technical project management of the vendor's Enterprise Project Management Office, this vendor also has a robust health care policy and analytics division that can serve as ad hoc support to the project. This vendor's bid recognized the complexity of the SIM Project and identified core project management principles: Initiation, Planning, Implementation and Closure. The vendor also clearly described project risks and mitigation strategies for those risks to maximize success of this work.

Georgia Maheras was tasked with discussing the bids with Tom Jenny since he had been absent from the initial discussion and we needed to ensure the DII project management requirements are met. Tom Jenny and Georgia Maheras developed questions for the vendor regarding their strength in IT Project Management. On August 6th, Georgia Maheras spoke with the vendor regarding their submission and they provided satisfactory answers for Tom Jenny on the IT portion of the work. The vendor team assigned to SIM does have some IT background, but will rely on other staff in their larger Enterprise Project Management Office for necessary technical expertise in this field. This vendor is also willing to work with any additional IT project management resources Vermont identifies. Based on this information, Tom Jenny concurred with the rest of the bid review team in selecting UMass as the vendor for the SIM Project. He indicated we may need to supplement this bidder's resources for the IT portion of the work, but believes that overall they are the best fit.