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 #:** 3

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:** 6/30/2016 **Amendment Date:**

Summary of agreement or amendment: Extending the contract through the end of SFY 16. Amending the Maximum Payable. Replacing Attachment C with the updated version dated 9/1/15.

II. FINANCIAL INFORMATION

Maximum Payable: $743,523.79 Prior Maximum: $ 460,000.00 Prior Contract # (If Renewal): 25350

Current Amendment: $283,523.79 Cumulative amendments: $ 518,523.79 % Cumulative Change: %

Business Unit(s): 1100010600; ; - [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	Agency / Department Head	Date	Agency Secretary or Other Department Head (if required)
12/9/15			

Date	Approval by Attorney General	Date	Approved by Commissioner of Human Resources
12/9/15			

Date	CIO	Date	CMO	Date	Secretary of Administration

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STATE OF VERMONT
ATTORNEY GENERAL'S OFFICE

VERMONT

Vermont Health Care Innovation Project

To: Justin Johnson, Secretary of Administration
Fr: Georgia Maheras, VHCIP
Re: Amendment #3, Contract #25350, UMass Project Management Services
Date: December 7, 2015

This memo hereby requests to amend Contract #25350 UMass Project Management Services, to add additional funding in the amount of $283,523.79, not to exceed a total amount of $743,523.79. This memo also requests funding approval retroactively to September 1, 2015, with funding approved by the Centers for Medicare and Medicaid (CMMI) in October 2015. This request is for a retroactive amendment. The reason for delay in amendment execution was that there were significant delays in obtaining federal approval of 2015 SIM contracts.

This contract is fully funded by the federal State Innovation Model (SIM) grant and this agreement received federal approval effective January 1, 2015. Funding for this contract was originally approved through December 31, 2014 in the amount of $194,817.90. For year two, funding for this contract was approved for the period of January 1, 2015 through December 31, 2015 in the amount of $318,705.89. In November 2015 federal approval was sought for the time period of September 1, 2015 through June 30, 2016 for the additional funding amount of $230,000.

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 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;
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

Approval: _____ 12/23/2015

JUSTIN JOHNSON, AOA — DATE

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 September 1, 2013 is hereby amended effective January 13, 2016, 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 June 30, 2016.

2. **Attachment B: By striking out Attachment B of the base agreement as amended in Amendment 2 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 of $743,523.79. 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 federal grants and is subject to federal approval by the Centers for Medicare and Medicaid Innovation (CMMI). 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 for year 1 has been approved through December 31, 2014 in the amount of $194,817.90
      b. Funding for this contract has been approved as part of the Y1 Carryover for the period of January 1, 2015 through December 31, 2015 in the amount of $318,705.89.
      c. In November, 2015 federal approval was sought for the time period of January 1, 2016 through June 30, 2016 for the additional amount of $230,000. Attachment A approved work performed under this contract from September 1, 2015 through date of contract amendment signing is allowable under this agreement.

   3. The Contractor shall submit invoices monthly and no later than quarterly based on the following budget tables below. Table 1 is to be used through 12/31/15 and Table 2 is to be used 1/1/16 through 12/31/16.

Table 1: to be used through 12/31/15

Personnel	Amount
PI/Program Manager: Joelle Judge	
January 2015 – June 2015	$88.78 per hour
July 2015 - December 2015	$90.49 per hour
Project Coordinator – TBD	$54.48 per hour
Travel (inclusive of indirect costs)	$3,982.00
Cell phones (2) (Inclusive of direct costs)	$1,319.74

Table 2: to be used 1/1/16 to 12/31/16

Personnel	Amount
Joelle Judge PI/Program Manager	$91.73 per hour
Holly Stone Project Manager	$90.82 per hour
TBD Project Manager	$90.00
TBD Project Coordinator	$47.74
Travel (inclusive of indirect costs)	$3982.00
Cell Phones (2) (inclusive of indirect costs)	$1700.00

3. **Attachment C: By replacing Attachment C in its entirety with the following version dated September 1, 2015:**

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.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of ***$1,000,000*** per occurrence, and ***$3,000,000*** aggregate.

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

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.

20. **Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

21. **Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

22. **Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.

State of Vermont – Attachment C – 9-1-2015_rev

This amendment consists of 6 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

1/14/16

Justin Johnson
Secretary

Date

CONTRACTOR
UNIVERSITY OF MASSACHUSETTS MEDICAL CENTER

01/14/2016

Janice E. Lagacé
Associate Director
Office of Sponsored Programs
University of Massachusetts Medical School

Date