

# State of Vermont

Green Mountain Care Board  
Montpelier VT  
USA

# CONTRACT



Vendor ID 0000042904  
University of Massachusetts Worcester  
Treasurer's Office  
333 South Street Ste 450  
Shrewsbury MA 01545-4176  
USA

Contract ID		Page
000000000000000000025350		1 of 2
Contract Dates		Origin
09/01/2013 to 12/31/2013		GMC
Description:		Contract Maximum
GMCB PROJECT MGMT SERVICES		\$225,000.00
Buyer Name	Buyer Phone	Contract Status
Wortman, Linda	828-5684	Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		The subject matter of this contract is services generally on the subject of project management services.	JOB	0.01000	0.00	225,000.00

## CONTRACT TERMS AND ADDITIONAL INFORMATION

### STANDARD CONTRACT FOR SERVICES

1. Parties. This is a contract for services between the State of Vermont, the Green Mountain Care Board (hereafter called "State"), and the University of Massachusetts Medical School, Commonwealth Medicine, located at the University of Massachusetts, Worcester campus in Worcester, Massachusetts (hereafter called "Contractor"). Contractor's form of business organization is a public institution of higher education established under Chapter 75, Section 34 of the General Laws of the Commonwealth of Massachusetts, and as such, the University of Massachusetts Medical School is governed by the laws of the Commonwealth of Massachusetts and by the rules, regulations and policies established under such laws. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is services generally on the subject of project management services. Detailed services to be provided by the contractor are described in Attachment A.

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 specified in Attachment B, a sum not to exceed \$225,000.

4. Contract Term. The period of contractor's performance shall begin on September 1, 2013 and end on December 31, 2013. Four month term with the option to renew for 3 additional 12 month periods.

5. Prior Approvals. If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is not required.
- Approval by the CIO/Commissioner DII is not required.

6. Amendment. This agreement represents the entire agreement between the parties; No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. Cancellation. This contract may be canceled by either party by giving written notice at least 30 days in advance.

8. Attachments. This contract consists of 11 pages including the following attachments which are incorporated herein:

- Attachment A - Specifications of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 11/7/2012)

9. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (4) Attachment A
- (5) Attachment B

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Distribution: Vendor, GMCB Dept ID: Funding Source: SIM Grant - Federal Government						

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

Date: 10/10/2013

Signature: Michael J O'Rourke for

Name: **Deborah Damore**

Title: **Director**

Email: **Purchasing & Contracting**

By the CONTRACTOR

Date: 10-1-13

Signature: Gina Maxwell Shughnessy

Name: Gina Maxwell Shughnessy

Title: Assistant Director, Contracts

Email: Gina.Shughnessy@uvmassmed.edu

## ATTACHMENT A SCOPE OF WORK

### *Background*

On February 21<sup>st</sup>, Vermont was notified of award of a \$45 million SIM grant from the federal government. This grant will fund activities inside and outside of state government over the next four years to:

1. Increase both organizational coordination and financial alignment between Blueprint advanced primary care practices and specialty care;
2. Implement and evaluate the impact of value-based payment models;
3. Coordinate with those payment models a financing and delivery model for enhanced care management and new service options for dual-eligibles; and,
4. Accelerate development of a Learning Health System infrastructure designed to meet the needs of providers engaged in delivery system reform and the state's needs for ongoing evaluation of the impact of reforms.

Specifically, the grant will support:

- Rapid diffusion of three alternatives to fee-for-service payment:
  - Shared savings accountable care payments, under which a single network of providers takes responsibility for managing the costs and quality of care/services for a group of Vermonters;
  - Bundled payments, which provide a single payment to a group of providers for an acute or chronic care episode; and
  - Pay-for-performance models, which incorporate the total costs and quality of care/services in provider compensation
- Expansion of electronic health records (EHRs) to primary care, mental health and long term service providers;
- Accelerated development of interfaces between EHRs and the state's Health Information Exchange;
- Improved data transmission, integration and use across providers;
- Coordinate and possibly expanded measurement of consumer experience;
- Improved capacity to measure and address provider workforce needs;
- Improved data analytics and predictive modeling to support monitoring system costs and quality; and
- Development of stronger links between the Blueprint for Health (advanced primary care) and specialty care, including mental health.

The GMCB, together with the Department of Vermont Health Access (DVHA) and the Agency of Human Services (AHS), is currently engaged in executing a large portfolio of activities related to the SIM grant with several vendors engaged in various capacities. The SIM grant is a combination of non-IT and IT projects. Additionally, the GMCB, together with the Department

of Vermont Health Access (DVHA), the Agency of Human Services (AHS) and the Agency of Administration (AoA), is currently engaged in executing the Health Services Enterprise with several vendors engaged in various capacities.

Contractor shall provide Project Management of the various components of SIM that include three key project management roles. Contractor shall operate in a structure where the overall project management lead is responsible for the activities of all other project managers. The Contractor shall be 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 organization chart. Specifically, the Contractor shall:

- Provide overall project management support of the projects included within the SIM scope of work;
- Support the Health Information Exchange (HIE) and Health Information Technology (HIT) projects that involve various in-state and external stakeholders; and
- Support the Non-HIE/HIT projects that involve various in-state and external stakeholders.

### *Deliverables*

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

- Creation of a SIM Project Charter;
- Assistance with the procurement process for contracts related to SIM;
- Working with project stakeholders and team members to write and execute a project management plan (PMP);
- Development of a Life Cycle Cost Analysis that outlines the 5 year cost of any IT portions of the project according to the DII guidelines;
- Creation and on-going maintenance of a Project Plan;
- Scheduling, agendas, facilitation and minutes for project team meetings (including a Project Kick-off meeting);
- Generation of regular Project Status Reports at an interval agreed upon by the GMCB;
- Creation and tracking of the following Project Log documentation (some of the items listed below may not be required for this project):
  - Team Member Directory
  - Project Risks
  - Communications Matrix/Plan
  - Issues Log

- Action Items Log
- Budget Log to track budget versus actual expenses
- Business Requirements
- Test Cases
- Change Requests
- Monthly Stakeholder review of project status and open risks/issues
- Obtaining GMCB and Key Stakeholder sign-off on the major project plans/artifacts, project deliverables and “go/no-go” points at the end of each stage in the solution implementation life cycle; and
- Administering and compiling input on a Customer Satisfaction Survey at the close of a project.

**ATTACHMENT B:  
PAYMENT PROVISIONS**

1. The maximum amount payable under this contract for service and expenses as outlined in ATTACHMENT A shall not exceed \$225,000. This is inclusive of expenses. The State does not guarantee the assignment of any minimum number of hours or other work under this contract.

Hourly rate is:

Nelson LaMothe	Program Manager	\$117.17
Chris Boyd	Project Manager	\$94.05
Susan Hartshorn	Project Coordinator	\$54.79

2. Payments for subcontractors will only be made upon approval (See Attachment C, #15).
3. The State shall reimburse Contractor for travel expenses utilizing the most current General Services Administration Per Diem Study for lodging, meals and incidentals. Expenses will not be reimbursed without prior written approval from the State.
4. Contractor will submit an invoice on a monthly basis to the State for services provided and expenses incurred during the previous month. Invoice must include unique invoice number, dates of service, itemized hours being invoiced, a list of allowable expenses incurred and the address for remittance of payment. A billing for mileage shall include the points of origin and destination and the number of miles traveled. Only actual charges will be paid.

Invoices shall be submitted to:

**Janet Richard  
Green Mountain Care Board  
89 Main Street  
Montpelier, VT 05620**

**Payments shall be made by State to:**

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

5. Upon full payment by the State, all products of the Contractor's 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.

6. 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-21: "Cost Principles for Educational Institutions" (OMB Circular A-21); and
  - c. A-133: "Audits of States, Local Governments and Non-Profit Organizations" (OMB Circular A-133). These circulars may be found on the Office of Management and Budget website at: <http://www.whitehouse.gov/omb/circulars/index.html>.
  - d. As well as all other applicable federal regulations or guidelines relating to CFDA # 93.624, Grant # 1G1CMS331181-01-00 which supports this contract.

**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 University of Massachusetts Medical School is solely responsible for the performance of its obligations under this agreement and for any negligence, willful misconduct, or willful, wanton or reckless failure by its agents, employees or independent contractors engaged in the performance of the obligations under this agreement. However, as a public entity, UMass, cannot indemnify the State of Vermont, Department of Health Access, as it is prohibited from pledging the credit of the Commonwealth without a two-thirds vote of the Massachusetts Legislature per Article 62 of the Massachusetts constitution, as amended.
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.

The Contractor is able to satisfy the requirements for insurance coverage either through insurance policies or through self-insurance as a public institution of higher education authorized by the laws of the Commonwealth of Massachusetts.

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.

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. 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 will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter 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. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

**11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21 V.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 his 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.

(End of Standard Provisions)

**STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION - Form AA-14**

PERFORMANCE MEASURES  CHECK IF ARRA FUNDED CONTRACT  CHECK IF IRENE FUNDED CONTRACT

**I. CONTRACT INFORMATION**

Contract# 00000000000000000000000025350

Amendment # N/A

Agency/Department Agency of Administration, Department of Buildings and General Services

Business Unit:

Vendor No:

Contractor: UNIVERSITY OF MASSACHUSETTS WORCESTER

Address: TREASURER'S OFFICE, 333 SOUTH STREET STE 450, SHREWSBURY, MA 015454176

Starting Date: 9/1/2013 Ending Date: 12/31/2013  
Summary of contract or amendment: GMCB PROJECT MGMT SERVICES

**II. FINANCIAL INFORMATION**

Maximum \$ payable under contract: \$225,000.00 Maximum units under contract: If Renewal:  
This Amendment-\$ Change: Cum. Amendments-\$ Change: \$0.00 Cum % Change: 0%  
Unit change: Prior \$ max: Prior units:  
Rate: Prior Rate:  
Source of Funds: General Fund: Federal: Other Fund:  
Appropriation(s) Dept Id #:

**III. SUITABILITY OF PERSONAL SERVICES CONTRACT**

Yes  No Does this contractor meet all three parts of the "ABC" definition of independent contractor?  
(See Bulletin 3.5) If not, please indicate why this work is being arranged through a contract.  
 Yes  No Is agency liable for income tax withholding or FICA?  
 Yes  No Should contractor be paid on the state payroll?

**IV. PUBLIC COMPETITION**

The agency has taken reasonable steps to control the price of the contract and to allow qualified businesses 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

**V. TYPE OF CONTRACT**

Personal Service  Construction  Architectural / Engineering  Commodity  Privatization\*\*  
\*\*Requires DHR review

**VI. CONFLICT OF**

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 contractor was selected for improper reasons? (If yes, explain)

**VII. PRIOR APPROVALS REQUIRED OR REQUESTED**

Yes  No Contract must be approved by the Attorney General under 3 VSA §311(a)(10) (over \$10,000).  
 Yes  No I request the Attorney General to review this contract as to form.  
 Yes  No Already performed by in-house AAG, or counsel? (Initial)  
 Yes  No Contract must be approved by the CIO/Commissioner of DII; for IT hardware, software or IT related personal services over \$15,000  
 Yes  No Contract must be approved by the CMO; for Marketing services over \$15,000  
 Yes  No This contract must be approved by the Secretary of Administration.  
 Yes  No DHR

**VIII. AGENCY HEAD CERTIFICATION**

I have made reasonable inquiry as to the accuracy of the above information.

9/18/2013 Michael J Obuchowski  
Date Agency or Department Head Date Approval by Agency Secretary (if required)  
9/20/13 [Signature] Date  
Date Approval by Attorney General Date \*\*Reviewed By Comm. DHR or DHR AAG  
Date CIO (initial) Date CMO (initial) Date Approval by Secretary of Administration

