STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION - - - - - - - - - - - Form AA-14 (1/8/2019)

Note: All sections must be completed. Incomplete forms will be returned to the originating department.

I. CONTRACT INFORMATION:

Agency/Department: Green Mountain Care Board/ **Contract #:** 39548 **Amendment #:** 1

Vendor Name: The Vermont Program for Quality in Health Care (VPQHC) VISION Vendor No**:** 3771

Vendor Address: 132 Main Street, Montpelier, VT 05602

Starting Date: 1/21/20 **Ending Date:** 2/15/2021 **Amendment Date:** 1/20/2021

Summary of agreement or amendment: Extending end date and also clarification with regards to payment provisions.

II. FINANCIAL & ACCOUNTING INFORMATION

Maximum Payable: $83,548.00 Prior Maximum: $ 83,548.00 Prior Contract # (If Renewal):

Current Amendment: $ Cumulative amendments: $ % Cumulative Change:

Business Unit(s): ; ; - [notes:] **VISION Account(s):** ;

Estimated Funding Split:	40.00 % GF	60.00 % SF	% EF	% Other (name)
	% TF	% GC	% FF	

III. PROCUREMENT & PERFORMANCE INFORMATION

A. Identify applicable procurement process utilized.

☒ Standard Bid/RFP ☐ Simplified ☐ Sole Source (See B.) ☐ Qualification Based Selection ☐ Statutory

B. If Sole Source Contract, contract form includes self-certification language? ☐ Yes ☒ N/A

C. Contract includes **performance measures/guarantees** to ensure the quality and/or results of the service? ☒ Yes ☐ No

IV. TYPE OF AGREEMENT (select all that apply)

☒ Personal Service ☐ Construction ☐ Arch/Eng. ☐ Marketing ☐ Info. Tech. ☒ Prof. Service

☐ Non-Personal Service

☐ Commodity ☐ Retiree/Former SOV EE ☐ Financial Trans ☐ Zero-Dollar ☐ Privatization ☐ Other

V. SUITABILITY FOR CONTRACT FOR SERVICE

☒ Yes ☐ No ☐ n/a Does this contract meet the determination of an Independent Contractor? If "NO", the contractor must be set up and paid on payroll through the VTHR system.

VI. CONTRACTING PLAN APPLICABLE

Is any element of this contract subject to a pre-approved Agency/Dept. Contracting Waiver Plan? ☐ Yes ☒ No

VII. CONFLICT OF INTEREST

By signing below, I (Agency/Dept. Head) certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

☐ Yes ☒ No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

VIII. PRIOR APPROVALS REQUIRED OR REQUESTED

☐ Yes ☒ No Agreement must be Certified by the Attorney General under 3 V.S.A. § 342 (sign line #4 below)

☐ Yes ☒ No Attorney General review As To Form is required ($25,000 and above) or otherwise requested:_____ (AAG initial)

☐ Yes ☒ No Agreement must be approved by the Secretary of ADS/CIO

☐ Yes ☒ No Agreement must be approved by the CMO: for Marketing services over $25,000

☐ Yes ☒ No Agreement must be approved by Comm. Human Resources: for Privatization, Retirees, Former Employees, & if a Contract fails the IRS test.

☐ Yes ☒ No Agreement must be approved by the Secretary of Administration

IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL

I have made reasonable inquiry as to the accuracy of the above information (sign in order):

1-Date	1-Agency/Department Head	2-Date	2-Agency Secretary (if required)
	E-SIGNED by Susan Barrett on 2020-09-10 17:26:13 GMT		

3a-Date	3a-CIO	3b-Date	3b-CMO	3c-Date	3c-Commissioner DHR

4-Date	4-Attorney General	5-Date	5-Secretary of Administration

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Green Mountain Care Board (the "State") and Vermont Program for Quality in Health Care, with a principal place of business in Montpelier, VT (the "Contractor") that the contract between them originally dated as of January 21, 2020, Contract #39548, as amended to date, (the "Contract") is hereby amended as follows:

I. ***Contract Term***. The Contract end date, wherever such reference appears in the Contract, shall be changed from 1/20/2021 to 2/15/2021.

II. **Attachment B, Payment Provisions**. The payment provisions are amended as follows:

Section 4 of Attachment B is amended by the addition of the following requirement: Invoices shall be submitted to the State at the following email address: jessica.mendizabal@vermont.gov.

Section 5 of Attachment B is amended by the addition of the following language:

Fringe, Indirect Costs and Administrative fees will be reimbursed at the following rates:
Fringe at 36% of VPQHC Salary Costs
Indirect Costs at 33.73% Salary Costs
Administrative Fee at 10% Salaries, Fringe and Indirect Costs

The maximum payable amount under this contract will not change with this amendment.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing-contracting/debarment
https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives

This document consists of 2 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

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

STATE OF VERMONT

By: Green Mountain Care Board

Signature: E-SIGNED by Kevin Mullin on 2020-09-10 20:14:13 GMT

Name: _____

Title: Executive Director

Date: _____

CONTRACTOR

By: Vermont Program for Quality in Health Care

Signature: E-SIGNED by Catherine Fulton on 2020-09-10 20:12:19 GMT

Name: _____

Title: Executive Director

Date: _____