

**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 #: 36838 Amendment #: 1  
 Vendor Name: New England Medical Design, Inc. VISION Vendor No: 275565  
 Vendor Address: One Virginia Avenue, Suite 202, Providence, RI 02905  
 Starting Date: 8/1/2018 Ending Date: 7/31/2022 Amendment Date: 7/31/2020  
 Summary of agreement or amendment: Extending for time architectural consulting services for projects subject to Certificate of Need (CON) review

**II. FINANCIAL & ACCOUNTING INFORMATION**

Maximum Payable: \$120,000.00 Prior Maximum: \$ 120,000.00 Prior Contract # (If Renewal):  
 Current Amendment: \$0.00 Cumulative amendments: \$ 0.00 % Cumulative Change:  
 Business Unit(s): 3330; ; - [notes: ] VISION Account(s): ;  
 Estimated Funding Split:  % GF  % TF  % SF  % GC  % EF  % FF  % Other (name)

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

**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):*

<b>1-Date</b>	<b>1-Agency/Department Head</b>	<b>2-Date</b>	<b>2-Agency Secretary (if required)</b>
<b>3a-Date</b>	<b>3a-CIO</b>	<b>3b-Date</b>	<b>3b-CMO</b>
<b>4-Date</b>	<b>4-Attorney General</b>	<b>5-Date</b>	<b>5-Secretary of Administration</b>

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, State of Vermont, Green Mountain Care Board (the "State") and New England Medical Design, Inc., with a principal place of business in Providence, RI 02905 (the "Contractor") that the contract between them originally dated as of August 1, 2018, Contract # 36838, 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 July 31, 2020 to July 31, 2022.

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>

This document consists of two 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**

**NEW ENGLAND MEDICAL DESIGN, INC.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_