

Note: All sections are required. Incomplete forms will be returned to department.**I. CONTRACT INFORMATION:**

Agency/Department: Administration/ Secretary's Office
 Vendor Name: Jonathan Gruber
 Vendor Address: 83 Pleasant Street, Lexington, MA 02421
 Starting Date: 7/21/2014

Contract #: 27277 Amendment #: 1
 VISION Vendor No: 336001

Ending Date: 2/15/2015 Amendment Date: 11/24/14

Summary of agreement or amendment:

II. FINANCIAL INFORMATION

Maximum Payable: \$280,000.00 Prior Maximum: \$ 450,000.00 Prior Contract # (If Renewal):
 Current Amendment: \$-170,000.00 Cumulative amendments: \$ - 170,000.00 % Cumulative Change: 37.00 %
 Business Unit(s): ; ; - [notes:] VISION Account(s): ;

III. PERFORMANCE INFORMATIONDoes this Agreement include Performance Measures tied to Outcomes and/or financial reward/penalties? ☐ Yes ☒ No

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

11/21/14
 Date Agency / Department Head Date Agency Secretary or Other Department Head (if required)
 Date Approval by Attorney General Date Approved by Commissioner of Human Resources
 Date CIO Date CMO 11/21/14 Date Secretary of Administration

NOV 21 2014

The signatures of the undersigned indicate that each has read this amendment to Contract # 26266 in its entirety and agrees to be bound by the provisions enumerated therein.

By the State of Vermont:

Date: 11/25/14
Signature: [Signature]
Name: John Spanier
Title: Sec of Admin

By the Contractor:

Date: 12/02/2014
Signature: [Signature]
Name: Jonathan Gruber
Title: Consultant

AMENDMENT

It is agreed by and between the State of Vermont, Agency of Administration (hereafter called the "State") and Jonathan Gruber (hereafter called the "Contractor") that the contract for services for policy expertise, research, and economic modeling related to the implementation of Green Mountain Care as passed into law by Act 48 of 2011, effective July 21, 2014, is hereby amended effective November 19, 2014, as follows:

1. Updating the maximum amount in the contract term referred to in section 3, Maximum Amount, on page 1 of the base contract and replaced to read as follows:

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 \$280,000.00.

2. In Attachment B, Payment Provisions on page 7, of the base contract: update to reflect the total maximum of \$280,000 with future invoices only for work performed by Contractor's research assistants (programmers) up to an additional \$100,000, resulting in a maximum of \$200,000 for Contractor's research assistants (programmers), including \$100,000 invoiced for services prior to this amendment and \$80,000 invoiced for services from Contractor prior to this amendment; delete provision for payment for travel; and delete provision for payment for Moody's analytics.
3. For Attachment B, Payment Provisions, on page 7, section 3, of the base contract amending the total maximum payable under the contract from \$450,000 to \$280,000.
4. For Attachment A, Specifications of Work to Be Performed, on page 4, section A, of the base contract amending the Modeling and Analysis to remove the bullet relating to subcontracting with Moody's Analytics and the reference to the subcontractor in the following bullet.

Required Certifications

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.

Certification Regarding Suspension or Disbarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment 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.

Except as modified by this Amendment No. 1, all provisions of the original contract remain in full force and effect.