

PERSONAL SERVICE AGREEMENT

CO-802A REV. 2/08

STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER

1. PREPARE IN QUADRUPPLICATE
2. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
3. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) ORIGINAL AMENDMENT (2) IDENTIFICATION NO. P.S. 15SIM0006

CONTRACTOR
(3) CONTRACTOR NAME: Freedman Healthcare LLC
CONTRACTOR ADDRESS: 29 Crafts Street, Suite 470, Newton, MA 02458
(4) ARE YOU PRESENTLY A STATE EMPLOYER? YES NO
CONTRACTOR FEIN/SSN - SUFFIX: 20-4509536

STATE AGENCY
(5) AGENCY NAME AND ADDRESS: Office of the Healthcare Advocate, PO Box 1543, Hartford, CT 06144

CONTRACT PERIOD
(6) DATE (FROM) 12/01/2015 THROUGH (TO) 06/30/2017 (7) INDICATE MASTER AGREEMENT CONTRACT AWARD NO. NEITHER

CANCELLATION CLAUSE
THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELED BY THE STATE BUSINESS UNIT, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT) (9) REQUIRED NO. OF DAYS WRITTEN NOTICE: 30

COMPLETE DESCRIPTION OF SERVICE
(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)
The contractor shall provide consultative support to the State Innovation Model Program Management Office and the Office of the State Comptroller as detailed in Section 5 of Attachment A (specification of services).

COST AND SCHEDULE OF PAYMENTS
(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.
The contractor shall bill at its hourly rates as shown in Section 6, Table 1 of Attachment A.
The state shall pay the contractor a total sum not to exceed \$272,504.50 for services performed under the agreement.
Detailed invoices shall be prepared monthly or upon completion of the specified services.

(11) OBLIGATED AMOUNT: \$272,505.50

(12) AMOUNT	(13) FUND	(14) DEPARTMENT	(15) SID	(16) PROGRAM	(17) ACCOUNT	(18) PROJECT/GRANT	(19) CHARTFIELD 1	(20) CHARTFIELD 2	(21) BUDGET REFERENCE
\$272,504.50	12060	MCO39420	22727	00000	51230	MCO_nonproj	1	2	2016

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS

(23) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE): *[Signature]* TITLE: Vice President DATE: 10/13/2016

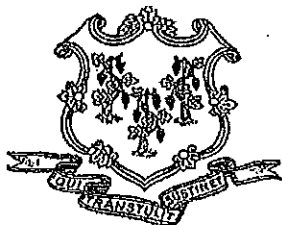
(24) AGENCY (AUTHORIZED OFFICIAL): *[Signature]* TITLE: Healthcare Advocate DATE: 10/13/16

(25) OFFICE OF POLICY & MANAGEMENT/DEPARTMENT OF ADMINISTRATIVE SERVICES: TITLE: DATE:

(26) ATTORNEY GENERAL (APPROVED AS TO FORM): *[Signature]* Joseph Rubin ASSOC. ATTY. GENERAL DATE: 10/14/16

DISTRIBUTION: ORIGINAL CONTRACTOR PHOTOCOPY-OPMDAS PHOTOCOPY-ATTORNEY GENERAL PHOTOCOPY-AGENCY

STATE OF CONNECTICUT
OFFICE OF THE HEALTHCARE ADVOCATE



CONTRACT AMENDMENT

Contractor: Freedman Healthcare, LLC
 Contractor Address: 29 Crafts Street, Suite 470, Newton, MA 02458
 Contract Number: PS 15SIM0006
 Amendment Number: 02
 Amount as Amended: \$272,504.50
 Contract Term as Amended: 06/30/2017

The contract between Freedman Healthcare, LLC and the Office of the Healthcare Advocate (OHA), which was executed by the parties and approved by the Office of the Attorney General on December 3, 2015 and amended on June 29, 2016, is hereby amended as follows:

- Section 6, Cost and Schedule of Payment Terms, Subsection B, Table 1 on page 12 of the above numbered contract is deleted and replaced in its entirety by the revised Table 1 below:

Table 1: Billing Rates

Task	Freedman HealthCare, LLC			VBIID Health, LLC					Task Subtotal
	Alyssa Ursillo (Project Director)	Cathy Cuddy (Project Manager)	John Freedman (Healthcare Quality Expert)	Mark Fendrick (Lead VBIID Consultant)	Mark Fendrick (As Needed Consulting)	Michael Charnow (VBIID Expert)	Michael Chornow (As Needed Consulting)	Brise London (Health Policy Expert)	
Task A: Stakeholder Identification, Recruitment, and Engagement	150	100	325	400	500	400	500	375	\$ 4,980.00
Task B: Providing Support for Employer Led Consortium	10	20		2					\$ 46,400.00
Task C: Establishing and Conducting Learning Collaborative	97	143	25	11		6		7	\$ 9,700.00
Task D: Assessing and Indexing of Currently Establish VBIID Programs	14	63	4				4	2	\$ 37,750.00
Task E: Assessing VBIID Models for Connecticut	10	230	4	24					\$ 54,900.00
Task F: Creating Prototype VBIID	25	220	20	38.5	2		11	6	\$ 95,925.00
Task G: Developing Communications and Marketing Materials	132	388	31	41	6	14	2	14	\$ 13,650.00
Total Hours	10	75	2	8		2			
Max. Award Personnel Budget Total	288	1139	86	124.5	8	87	2	29	
Travel Total	\$ 1,885.00	\$ 674.10	\$ 684.40	\$ 2,000.00		\$ 118.00		\$ 118.00	\$ 5,479.50
TOTAL PROJECT BUDGET (including travel)									\$ 272,504.50

Personnel	Role	% FTE	Cost
Alyssa Ursillo	Project Director	0.1	\$ 44,700.00
Cathy Cuddy	Project Manager	0.5	\$ 113,900.00
John Freedman	Healthcare Quality Expert	0.03	\$ 27,950.00
Mark Fendrick	Lead VBID Consultant	0.06	\$ 49,800.00
	As Needed Consulting	As needed	\$ 4,000.00
Michael Chernew	VBID Expert	0.02	\$ 14,800.00
	As Needed Consulting	As needed	\$ 1,000.00
Bruce Landon	Health Policy Expert	0.01	\$ 10,875.00
Max Award Total Personnel Budget			\$ 267,025.00

Travel	\$ 5,479.50
TOTAL FIXED COST BUDGET (including travel)	\$ 272,504.50

- Section 6, Cost and Schedule of Payment Terms, Subsection D on page 12 of the above numbered contract is hereby revised such that the original not to exceed amount of \$215,109.50, and the amended amount not to exceed \$242,584.50 is deleted and replaced with a new not to exceed amount of \$272,504.50.
- This additional funding is provided as a result of greater than projected time and effort needed to support the employer-led VBID consortium related to the assessment of VBID Models and further adjustments to the prototype VBID templates. With the additional requested funds, the Contractor shall complete all deliverables on or before June 30, 2017.

This document constitutes an amendment to the above numbered contract. All provision of that contract, except those explicitly changed above by this amendment, shall remain in full force and effect.

This amendment is effective as of the date of approval by the Attorney General.

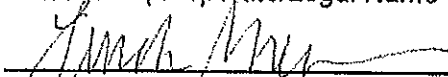
ACCEPTANCES AND APPROVALS

Documentation necessary to demonstrate the authorization to sign must be attached.

CONTRACTOR

Freedman HealthCare, LLC

Contractor (Corporate/Legal Name of Contractor)



Authorized Official (Signature)

10/13/2016

Date

Vice President, Programs

Title

OFFICE OF THE HEALTHCARE ADVOCATE



DEMIAN FONTANELLA, ACTING HEALTHCARE ADVOCATE

10/3/16
Date

OFFICE OF THE ATTORNEY GENERAL

ASST. / ASSOC. ATTORNEY GENERAL (Approved as to form & legal sufficiency) Date / /