

PERSONAL SERVICE AGREEMENT

CO-602A REV. 2/08

STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER

1. PREPARE IN QUADRUPLICATE
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		(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS 29 Crafts Street, Suite 470, Newton, MA 02458		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) 09/27/2017	(7) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. <input checked="" type="checkbox"/> 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) (8) REQUIRED NO. OF DAYS WRITTEN NOTICE
30


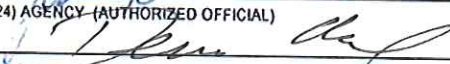
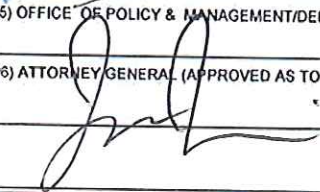
COMPLETE DESCRIPTION OF SERVICE (9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)
The contractor shall provide consultative support to the State Innovation Model Program Management Office and the Office of the State Comptroller as detailed in Section 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, Attachment A.
The state shall pay the contractor a total sum not to exceed \$347,505.50 for services performed under the agreement.
Detailed invoices shall be prepared monthly or upon completion of the specified services.

(11) OBLIGATED AMOUNT \$347,505.50

(12) AMOUNT	(13) FUND	(14) DEPARTMENT	(15) SID	(16) PROGRAM	(17) ACCOUNT	(18) PROJECT/ GRANT	(19) CHARTFIELD 1	(20) CHARTFIELD 2	(21) BUDGET REFERENCE
\$347,505.50	12060	MCO39420	22727	00000	51230	MCO_nonproj			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		(22) STATUTORY AUTHORITY	
(23) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) 	TITLE Director	DATE 12/23/16	
(24) AGENCY (AUTHORIZED OFFICIAL) 	TITLE Healthcare Advocate	DATE 12/23/16	
(25) OFFICE OF POLICY & MANAGEMENT/DEPARTMENT OF ADMINISTRATIVE SERVICES	TITLE	DATE	
(26) ATTORNEY GENERAL (APPROVED AS TO FORM) 	Joseph Rubin, Assoc. Atty general	DATE 12/29/16	



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: 03
Amount as Amended: \$347,505.50
Contract Term as Amended: 09/27/2017

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 and October 14, 2016, is hereby amended to include the following:

1. **Section 5. Specification of Services.** In addition to the scope of work as detailed in the Original Contract and two previous amendments, the Contractor shall:
 - a) Produce a comprehensive engagement plan detailing employer engagement approach and strategy;
 - b) Conduct an environmental scan to identify individual employers, business associations, chambers of commerce, labor unions, and other employer groups, and determining appropriate contacts within each group, such as HR directors, executive directors, benefits managers, union leaders, and senior management;
 - c) Pitch V-BID to identified contacts, as agreed by client, via email and/or phone to make the case as to why V-BID benefits employers and for presenting the concept to their company or group;
 - d) Coordinate with contacts to determine meeting schedules and which meetings are appropriate and convenient for presenting the V-BID concept;
 - e) Attend meetings with identified employers, business groups, etc. to pitch V-BID to a larger audience, in-person or via phone or webinar. The Contractor may lead the presentation and respond to questions, or support a member of the Connecticut team who is presenting;
 - f) Provide all meeting materials, including agendas (if applicable), presentation materials, and marketing documents;
 - g) Work in close collaboration with the Connecticut team to understand Connecticut employer markets, and to determine key targets for outreach.
 - h) Work closely with the Connecticut Business and Industry Association (CBIA) and other interested business groups from the Employer Consortium to identify employers, seek advice and gather feedback on the proposed outreach strategy;

- i) Provide project management support for meetings with the Connecticut team including agendas, meeting summaries, and deliverables for review.
- 2. Section 6, Cost and Schedule of Payment Terms. In addition to the cost schedule as approved in the original contract and previous amendments, the following cost schedule and payment terms are added for the scope of work detailed above:

	Project Director- Alyssa Harrington	Project Manager- Cathy Cuddy	Healthcare Quality Expert- John Freedman
Hourly Rate	\$150	\$100	\$325
Travel Rate	\$75	\$50	\$162.50
Mileage Reimbursement Rate	\$0.540		

- a. The Contractor shall bill for hours dedicated to this scope of work on a time and materials basis, according to the hourly rates set forth in the cost table (above) and **up to a maximum of \$75,000.**
 - b. The Contractor shall bill for travel time at half the hourly rate of the personnel attending the meetings.
 - c. The Contractor shall make its best effort to minimize travel by coordinating with the Connecticut team to provide coverage for meetings.
 - d. The Contractor shall seek approval in writing in advance by the PMO or OSC for travel.
3. 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 amounts of \$242,584.50 (Amendment 1) and \$272,505.50 (Amendment 2) are deleted and replaced with \$347,505.50.

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)

[Signature]
Authorized Official (Signature)
President

12/21/16
Date

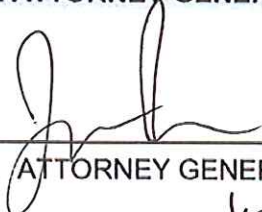
Title

OFFICE OF THE HEALTHCARE ADVOCATE



DEMIAN FONTANELLA, ACTING HEALTHCARE ADVOCATE 12/22/16
Date

OFFICE OF THE ATTORNEY GENERAL



~~ASST./ ASSOC.~~ ATTORNEY GENERAL (Approved as to form) & legal sufficiency) 12/29/16
Date
Joseph Rubin