

Note: 1 section required. Incomplete forms will be returned to department.

I. CONTRACT INFORMATION:

Agency/Department: Auditor of Accounts/ Contract #: 23700 Amendment #: 2
 Vendor Name: KPMG LLP VISION Vendor No: 12873
 Vendor Address: PO Box 564, Burlington, VT 05402-0564
 Starting Date: 4/1/2013 Ending Date: 06-30-13 Amendment Date: 6/30/2013
 Summary of agreement or amendment: Proposed fee adjustment explanation submitted by KPMG-\$420k Associated with Re-Audit

II. FINANCIAL INFORMATION

Maximum Payable: \$6,830,620.00 Prior Maximum: \$ 6,392,700.00 Prior Contract # (If Renewal):
 Current Amendment: \$437,920.00 Cumulative amendments: \$ % Cumulative Change: %
 Business Unit(s): 01250; - [notes:] ↑ 437,920 VISION Account(s): 507100;

III. PERFORMANCE INFORMATION

Does 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 % Other 100 %

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:
 2/11/14
 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 Date Secretary of Administration

State of Vermont Contract: #23700
Vendor: KPMG LLP
Contract Dates: April 1, 2013 through June 30, 2018
Amendment #: #2
Amendment Date: February 3, 2014

Amendment #2

Contract No. 23700 dated April 2, 2013 through June 30, 2018 between KPMG LLP and the State Auditor's Office, is hereby amended to reflect an estimate of additional professional staff hours incurred by KPMG LLP for the reasons set forth in the attached letter from KPMG LLP dated January 24, 2014 for work performed in year ending June 30, 2013.

Attachment A (scope of work to be performed) is amended to include the audit of additional major federal programs that exceed the 15 programs included in the above referenced contract, and additional time related to out of scope items on the financial statement audit for year ending June 30, 2013. This time relates to areas that extended beyond the assumptions included in KPMG's original cost proposal. Also attached is a summary and explanation of the additional fees requested.

Attachment B is hereby amended to increase the all-Inclusive Maximum Price for Services to \$6,830,620.

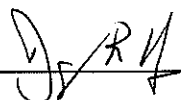
Except as modified by this Amendment No. 2, all other provisions of the original contract, as amended by Amendments No. 1, remain in full force and effect.

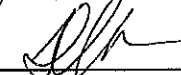
By the STATE OF VERMONT:

by the CONTRACTOR:

Date: 2/11/14

Date: 2/11/14

Signature: 

Signature: 

Douglas R. Hoffer
Auditor of Accounts

Name/Title: Shawn Warren
Contractor: KPMG LLP