DVHA Routing Form

Type of Agreement: **Contract** Agreement #: **19423** Form of Agreement: **Amendment** Amendment #: **1**

Name of Recipient: **Future Strategies, LLC** Vendor #: **303442**

Agreement Manager: **Richard Slusky** Phone #: **802-879-5985**

Brief Explanation of Agreement: **Amendment extends the contract and adds funding for future service needs.**

Start Date: **May 2, 2011** End Date: **June 30, 2012** Maximum Amount: **$29,000.00**

Amendments Only: Maximum Prior Amount: **$14,000.00** Percentage of Change: **107.14%**

Bid Process (Contracts Only): ☐ Standard ☐ Simplified ☒ Sole Source ☐ Statutory ☐ Master Contract SOW

Funding Source

Global Commitment 93.778	**$29,000.00**		

Contents of Attached Packet

☐ AA-14
☒ Sole Source Memo
☐ Qualitative/Justification Memo
☐ Attachments A, B, C & F
☐ Attachment D - Modifications to C & F
☐ Attachment E - Business Associate Agreement
☐ Attachment G - Academic Research
☐ MOU
☒ Other: **Amendment #1**

Reviewer		Reviewer Initials	Date In	Date Out
DVHA Grant & Contract Administrator	**Kate Jones**	KJ	10/24	10/25
DVHA BO	**Jill Gould**	[illegible]	10/24/11	10/24/11
DVHA Commissioner or Designee	**Hunt Blair, Dpty Commissioner**	HB	10/25/11	10/25/11
AHS Attorney General	**Seth Steinzor**	SS		10/28/11
Following Approvals for Contracts Only:				
AHS CIO				
AHS Central Office	**Martha Faber**			
AHS Secretary	**Patrick Flood, Dept Sec**			

Vision Account Codes: **Account: 507600, Fund: 20405, Program: 41626** / 3410010000

Initials & Date	
☐ Subrecipient Module Entry	
☐ FFATA Entry	

Vision PO #:

STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION - - - - - - - - - - Form AA-14 (10/18/2010)

Note: All sections are required. Incomplete forms will be returned to department.

I. CONTRACT INFORMATION:

CHECK ONLY ONE BOX IF APPLICABLE: ☐ ARRA Contract ☐ ACA Contract

Agency/Department: AHS/ DVHA **Contract #:** 19423 **Amendment #:** 1

Vendor Name: Future Strategies, LLC VISION Vendor No: 303442

Vendor Address: 320 Ft. Duquesne Boulevard, Suite 20-J, Pittsburgh, PA 15222

Starting Date: 5/2/2011 **Ending Date:** 6/30/2012 **Amendment Date:** UPON EXECUTION

Summary of agreement or amendment: Amendment adds six months of consulting services for payment reform activities

II. FINANCIAL INFORMATION

Maximum Payable: $29,000 Prior Maximum: $ 14,000 Prior Contract # (If Renewal):

Current Amendment: $15,000 Cumulative amendments: $ 15,000 % Cumulative Change: 107.14 %

Business Unit(s): 03410 **VISION Account: 507600**

II. 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 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. 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)

VII. 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

VIII. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL 11/4/11

I have made reasonable inquiry as to the accuracy of the above information:

Date	Agency / Department Head	Date	Agency Secretary or Other Department Head (if required)
10/26/11		N/A	

Date	Approval by Attorney General	Date	Approved by Commissioner of Human Resources
10/29/11		N/A	

Date	CIO (initial)	Date	CMO (initial)	Date	Secretary of Administration
	N/A			11/9/11	Deputy

REC'D NOV 0 8 2011

VERMONT

State of Vermont
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston VT 05495-2807
dvha.vermont.gov

[Phone] 802-879-5900
[Fax] 802-879-5651

Agency of Human Services

MEMORANDUM

TO: Jeb Spaulding, Secretary of Administration
THROUGH: Doug Racine, Secretary of Agency of Human Services
FROM: Richard Slusky, Director of Payment Reform
RE: Future Strategies, LLC, #19423, Sole Source Amendment Request
Current Term: 5/02/2011 – 12/31/11; Current Amount: $14,000
Proposed Term: 5/2/2011 – 6/30/11; Proposed Amount: $29,000

DVHA is requesting permission to extend our contract agreement with Future Strategies, LLC for consulting services pertaining to Vermont's health-care reform initiatives. Future Strategies has been a crucial resource in helping to develop and guide the State of Vermont's payment reform initiatives and we have been very satisfied with the quality of service provided by this contractor.

Future Strategies is owned and operated by Harold Miller, who has a wealth of knowledge and experience in the field of health care reform. It has been helpful for our department to work with a contractor with a national perspective on health care reform, and to work through concerns and input as Vermont moves forward with its innovative health care strategies.

There are no performance measures included in this contract due to the nature of the work being provided; it is difficult to find areas to assign performance goals with the consulting work Future Strategies is providing. This was approved by Secretary Doug Racine in the initial agreement.

This contract complies with all mandatory provisions of AOA Bulletin 3.5. DVHA looks forward to approval of this agreement.

APPROVAL: _____ 11/9/11
JEB SPAULDING, SECRETARY OF ADMINISTRATION — DATE

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REC'D NOV 0 8 2011

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Future Strategies, LLC (hereafter called the "Contractor") that the contract on the subject of health care reform consultation, effective May 2nd, 2011 is hereby amended effective upon execution by both parties, as follows:

By deleting on page 1 of 18, Section 3 (Maximum Amount) and substituting in lieu thereof the following Section 3:

3. Maximum Amount. In consideration of the services to be performed by the Contractor, the State agrees to pay the Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **$29,000.**

By deleting on page 1 of 18, Section 4 (Contract Term) and substituting in lieu thereof the following Section 4:

4. Contract Term. The period of the Contractor's performance shall begin on May 2nd, 2011 and end on June 30th, 2012.

By deleting Section #1 of Attachment B on Page 5 of 18, and substituting in lieu thereof the following Section #1:

1. Contractor invoices shall be submitted no more frequently than monthly, but no later than quarterly, and shall include the number of hours worked during the specified billing period, any other applicable expenses, and the total amount billed.

   The State shall pay the Contractor a fixed monthly retainer payment of $800 per month, for the 14 calendar months covered during this contract. The start date of May 2nd, 2011 through May 30th, 2011 shall be considered a full calendar month. Contractor shall reserve 4 hours per month of consulting services for the State in exchange for this monthly retainer payment. The State shall pay the Contractor at the rate of $225 per hour for time in excess of the base 4 hours per month term.

Transportation-related costs will be paid in accordance with the provisions of the State of Vermont Agency of Administration's Bulletin 3.4. Mileage reimbursement will be paid in accordance to current rates and formulas established by the State.

By deleting Section #4 of Attachment B on Page 5 of 18, and substituting in lieu thereof the following Section #4:

4. The total maximum amount payable under this contract shall not exceed $29,000.

This amendment consists of 2 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#19423) dated May 2nd, 2011 shall remain unchanged and in full force and effect.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

HUNT BLAIR, DEPUTY COMMISSIONER — DATE 12/22/11

CONTRACTOR
FUTURE STRATEGIES, LLC

HAROLD D. MILLER, PRESIDENT — DATE 12/18/11