

# DVHA Routing Form

Revision Date 5/1/12

Type of Agreement: Contract      Agreement #: 19001      Form of Agreement: Amendment      Amendment #: 3

Name of Recipient: Accenture, LLP      Vendor #: 301813

Program Manager : Angela Rouelle      Phone #: 802-241-2341

Agreement Manager: Sawyer Joecks      Phone #: 802-879-5522

Brief Explanation of Agreement: Amendment shifts funding within the training allocation

Received in BO  
JUL 18 2012  
PO Attached  
Packings Slip

Start Date: 02/16/2011      End Date: 01/31/2014      Maximum Amount: \$2,964,885.00

Amendments Only:      Maximum Prior Amount: \$2,964,885.00      Percentage of Change: 0.00%

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

Funding Source

<b>General Fund</b>	<b>\$296,488.50</b>	
<b>CMS 4201 93.778</b>	<b>\$2,668,396.50</b>	

Contents of Attached Packet

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> AA-14                          | <input type="checkbox"/> Attachments A, B, C & F                     | <input type="checkbox"/> Attachment G - Academic Research              |
| <input type="checkbox"/> Sole Source Memo                          | <input type="checkbox"/> Attachment D - Modifications to C & F       | <input type="checkbox"/> MOU   |
| <input checked="" type="checkbox"/> Qualitative/Justification Memo | <input type="checkbox"/> Attachment E - Business Associate Agreement | <input checked="" type="checkbox"/> Other: <u>Base, Amen 1 &amp; 2</u> |

Reviewer	Reviewer Initials	Date In	Date Out
DVHA Grant & Contract Administrator	Kate Jones	7/12	7/13
DVHA BO	Jill Gould	7/16	7/16
DVHA Commissioner or Designee	Mark Larson, Commissioner	7/16/12	7/16/12
AHS Attorney General	Seth Steinzor, AAG		7/23/12
Following Approvals for Contracts Only:			
AHS CIO	Angela Rouelle	7/25/12	7/25/12
AHS Central Office	Martha Giglio	7/26	
AHS Secretary	Christine Oliver, Dept Sec		

Vision Account Codes:

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

**I. CONTRACT INFORMATION:**

Agency/Department: AHS/ DVHA Contract #: 19001 Amendment #: 3  
 Vendor Name: Accenture LLP VISION Vendor No: 301813  
 Vendor Address: 800 Boylston Street, Suite 2300, Boston, MA 02199  
 Starting Date: 2/16/2011 Ending Date: 1/31/2014 Amendment Date: 8/15/2012  
 Summary of agreement or amendment: Amendment shifts funding within the training allocation

**II. FINANCIAL INFORMATION**

Maximum Payable: \$2,964,885.00 Prior Maximum: \$ 2,964,885.00 Prior Contract # (If Renewal):  
 Current Amendment: \$0 Cumulative amendments: \$ -35,115.00 % Cumulative Change: -1.17 %  
 Business Unit(s): 3410; ; - [notes: ] VISION Account(s): 507600;

**III. PERFORMANCE INFORMATION**

Does this Agreement include Performance Measures tied to Outcomes and/or financial reward/penalties?  Yes  No

Estimated Funding Split: G-Fund 10.00 % S-Fund % F-Fund 90.00 % GC-Fund % 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** *Ma 7/30/12*

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

*7.16.12* \_\_\_\_\_ Date Agency / Department Head  
*7/23/12* \_\_\_\_\_ Date Approval by Attorney General  
*7/31/12* \_\_\_\_\_ Date Agency Secretary or Other Department Head (if required)  
*N/A* \_\_\_\_\_ Date Approved by Commissioner of Human Resources  
*8/1/12* \_\_\_\_\_ Date Secretary of Administration

AUG 06 2012

## MEMORANDUM

**TO:** Jeb Spaulding, Secretary - AOA

**THROUGH:**  Doug Racine, Secretary - AHS

**FROM:** Mark Larson, Commissioner - DVHA

**DATE:** July 9, 2012

**SUBJECT:** Accenture LLP - Approval of Amendment #3 for Contract # 19001  
Duration: 2/16/2011 – 01/31/2014  
Current Value of Contract: \$2,964,885.05

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The base Accenture contract is for the purchase of services that will result in the implementation of core components to create the foundation of the Agency of Human Service's ('AHS' or 'Agency') Service Oriented Architecture (SOA). The State and the Agency will utilize and build upon these core components to create a platform that will replace many legacy systems that are difficult and costly to maintain and support such as the antiquated ACCESS eligibility system, Corrections Prison Accounting System and Family Services Social Services Management Information System.

The purpose of this amendment is to delete a one day planning session at a cost of \$1,500. The reason for deleting the one day planning session is that the State of Vermont does not employ training coordinators. We will then bring the total training to \$50,000, rather than a cap of \$48,500 in actual training dollars. The AHS Chief Information Officer, Angela Rouelle and the IT Managers will coordinate, plan and arrange the Oracle University related courses they feel are applicable to the State of Vermont staff with the \$1,500 added to the training budget.

Vermont's funding for this amendment will be covered by 10% State General Fund and 90% federal funds, and complies with all mandatory provisions of AOA Bulletin 3.5.

DVHA looks forward to approval of this amendment.

**AMENDMENT**

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Accenture, LLP (hereafter called the "Contractor") that the contract on the subject of software purchase and support, effective February 16, 2011 is hereby amended effective September 1, 2012, as follows:

1. **By deleting on page 10 of 46 in the base agreement, the following language from the "Training" section:**

**Recurring Training**

Annual training during the Term of the contract includes an annual 1 day, Annual Training Planning Session with the Contractor's APSP training and planning coordinator working with up to 8 State training coordinators. The annual training planning session would result in an annual training schedule that would designate how the remaining, pool of training dollars would be allocated to the extensive APSP and Oracle training courses available through Accenture and Oracle, respectively. The pricing and the budget for the recurring training is provided in Attachment B.

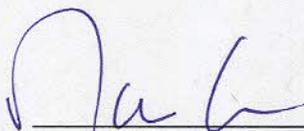
2. **By deleting on page 22 of 46 in the base agreement, the content of numbers (1), (2), and (3) from section IV in their entirety, and substituting in lieu thereof the following content:**

The Contractor fixed annual price for 500 hours of Technical Services is based on providing these services primarily from the Contractor's San Antonio Delivery Center.

This amendment consists of 1 page. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#19001) dated February 16, 2011 shall remain unchanged and in full force and effect.

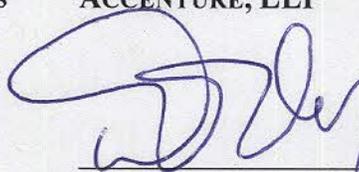
STATE OF VERMONT  
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR  
ACCENTURE, LLP

 8.3.12

MARK LARSON, COMMISSIONER

DATE

 8/22/12

DAVID M. MCCURLEY, SENIOR EXECUTIVE

DATE