

DVHA Routing Form

Type of Agreement: Contract Agreement #: 19001 Form of Agreement: Amendment Amendment #: 2

Name of Recipient: Accenture LLP Vendor #: 301813

Agreement Manager: Joe Liscinsky / Angela Rouelle Phone #: 879-5994

Brief Explanation of Agreement: Amendment revises deliverables and accounts for the effects of Hurricane Irene on the work being performed

Start Date: February 16, 2011 End Date: January 31, 2014 Maximum Amount: \$2,964,885.05

Amendments Only: Maximum Prior Amount: \$3,013,590.00 Percentage of Change: -1.17%

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

Funding Source

CMS 4201 93.778 (IAPD)	\$2,668,396.55		
General Fund	\$296,488.50		

Contents of Attached Packet

- | | | |
|---|--|--|
| <input 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 type="checkbox"/> Qualitative/Justification Memo | <input type="checkbox"/> Attachment E - Business Associate Agreement | <input checked="" type="checkbox"/> Other: Amendment #2 |

Reviewer	Reviewer Initials	Date In	Date Out
DVHA Grant & Contract Administrator	KJ	3/8	3/9
DVHA BO	JG	3/9	3/4
DVHA Commissioner or Designee	ML	3/9	3/9
AHS Attorney General	SS		3/20/12
Following Approvals for Contracts Only:			
AHS CIO	AR		
AHS Central Office	MF		
AHS Secretary	CO		

Vision Account Codes: **Line 1 - Fund 22005, Account 507600, Program 41632 / Line 2 - Fund 21500, Account 507600, Program 41632**

	Initials & Date
<input type="checkbox"/> Subrecipient Module Entry	_____
<input type="checkbox"/> FFATA Entry	_____

Vision PO #: 3262

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.

CHECK ONLY ONE BOX IF APPLICABLE:

ARRA Contract

ACA Contract

I. CONTRACT INFORMATION:

Agency/Department: AHS/ DVHA Contract #: 19001 Amendment #: 2
 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: 4/1/2012
 Summary of agreement or amendment: Amendment revises deliverables and accounts for the effects of Hurricane Irene on the work being performed.

II. FINANCIAL INFORMATION

Maximum Payable: \$2,964,885.05 Prior Maximum: \$ 3,013,520 Prior Contract # (If Renewal):
 Current Amendment: \$-48,634.95 Cumulative amendments: \$ -35,115 % Cumulative Change: -1.17 %
 Business Unit(s): 03410 VISION Account: 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. 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.

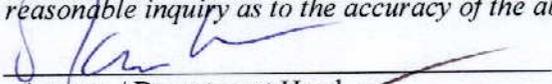
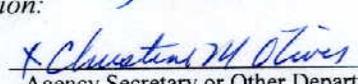
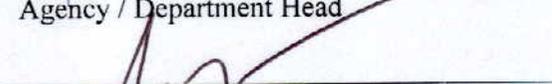
Yes No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

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

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

3-12-12  Date Agency / Department Head
 3/30/12  Date Agency Secretary or Other Department Head (if required)
 3/20/12  Date Approval by Attorney General
 N/A Date Approved by Commissioner of Human Resources
 N/A Date Secretary of Administration
 Date CIO (initial) Date CMO (initial)

MEMORANDUM

TO: Jeb Spaulding, Secretary - AOA

VIA: Doug Racine, Secretary - AHS *CMO for DAR*

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

DATE: March 8, 2012

SUBJECT: Accenture LLP - Approval of Amendment #2 for Contract # 19001
Duration: 2/16/2011 – 01/31/2014
Current Value of Contract: \$3,013,590 Proposed Value of Contract: \$2,964,885.05

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.

This amendment outlines contractual "events" that have occurred during the scope of work, primarily as a result of Hurricane Irene, that have a tangible effect on the work product. The State and Accenture have an understanding of how these events have impacted the deliverables, and have mutually agreed on the language in this amendment draft. Because of the impact on work deliverables, the cost to the State has been reduced due to the elimination of one deliverable, and the payment of another at 75% of its original rate.

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 April 1, 2012, as follows:

By deleting on page 1 of 4 in Amendment #1, 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 Contract, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$2,964,885.05.

By adding the following language to page 15 of 46 (Attachment A) in the base agreement:

Contractual Events:

The Contractor and the State agree that the State issued an oral order to halt work at their Waterbury, Vermont complex on August 30, 2011 due to extreme flooding caused by Hurricane Irene. The Contractor and the State agree that Hurricane Irene constituted a Force Majeure event under the terms of the Contract.

The Contractor and the State agree further that the Contractor was in process of performing the User Acceptance Test, and completing the associated User Acceptance Test Deliverable, when the complex experienced flooding. The State has agreed that it shall pay for seventy-five percent (75%) of the work the Contractor provided to the State under this deliverable. Both parties agree that this User Acceptance Test Deliverable is the only deliverable that will not be fully completed by the Contractor, and therefore not paid for in full by the State, due to State's invocation of the Force Majeure provision of the Contract. This price reduction is reflected in Schedule 1 of Attachment B.

Beginning on April 1, 2012, the State and the Contractor agree to proceed with the installation of two software products, specifically: (i) Oracle Audit Vault; and (ii) Oracle Business Intelligence Publisher. The State and the Contractor mutually agree that some work associated with the installation will be performed remotely.

Per January 12th, 2012 Conference Call, the State and the Contractor agreed that the Contractor will return to State Offices (at their expense) to perform the following:

- a. Reinstall Oracle Access Manager by uninstalling corrupt, reinstalling and configuring Oracle Access Manager and Oracle WebGate.
- b. Repairing and diagnosing Enterprise Service Bus.
- c. Installing and configuring Business Intelligence Publisher and Audit Vault.
- d. Verifying and restoring the Proof of Concept Environment by demonstrating Original Oracle Identity and Access Manager Proof of Concept Scripts

- e. Update, transition and finalize documentation for Oracle Access Manager /WebGate, Enterprise Service Bus, Business Intelligence Publisher and Audit Vault documentation with environment details.
- f. Deliverable 06 – Detailed System Architecture and Design – address all discrepancies noted and provide native forms (Visio or other editable format) of installation diagrams.

By deleting the following deliverable from Table 1 (Core Scope Deliverables and Milestones) on page 5 of 46 in the base agreement:

(Deliverable Title)	(Deliverable Description)
Staffing Plan	Modification of a preliminary staffing plan at the start of the project that demonstrates the Contractor’s proposed teaming agreement and includes State resources.

By deleting the following deliverable from Schedule 1 (Payment Schedule for the Core Scope) on page 16 of 46 in the base agreement:

(Deliverable)	(Price)	(Retainage)	(Retainage Release Milestones)
Staffing Plan	\$20,069	\$1,003.45	Installation of Base Product and System Tools

By deleting the following sections from Schedule 1 (Payment Schedule for the Core Scope) on page 17 of 46 in the base agreement:

Acceptance Test of Reference Application	\$105,000	\$5,250.00	Acceptance Testing for Development Environment Installation
Deliverables Subtotal	\$702,585	\$35,129.25	

And substituting in lieu thereof the following sections:

Acceptance Test of Reference Application	\$78,750	\$3,937.50	Acceptance Testing for Development Environment Installation
Deliverables Subtotal	\$656,266	\$32,813.30	

By deleting on page 2 of 4 in Amendment 1, Schedule 1 (Payment Schedule for the Core Scope) the following total dollar amount:

ONE-TIME PRICES TOTAL	\$1,204,226
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STATE OF VERMONT
AMENDMENT TO PERSONAL SERVICES CONTRACT
ACCENTURE, LLP

PAGE 3 OF 3
CONTRACT # 19001
AMENDMENT #2

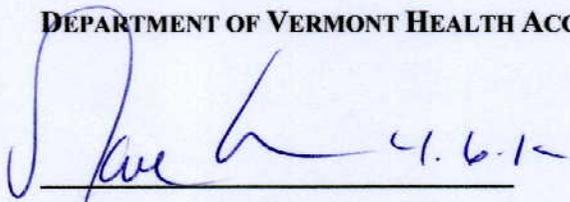
And substituting in lieu thereof the following total dollar amount:

ONE-TIME PRICES TOTAL	\$1,155,591.05
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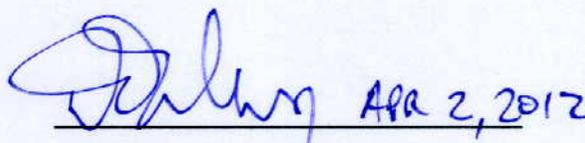
This amendment consists of 3 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#19001) dated February 16, 2011 shall remain unchanged and in full force and effect.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR
ACCENTURE, LLP



MARK LARSON, COMMISSIONER DATE



DAVID M. MCCURLEY, SENIOR EXECUTIVE DATE