

DVHA Routing Form

Type of Agreement: Contract Agreement #: 20806 Form of Agreement: Amendment Amendment #: 1

Name of Recipient: Laura Carleu Vendor #: 299464

Agreement Manager: Jason Elledge Phone #: 802-879-5946

Brief Explanation of Agreement: Addition of iPad, monthly data plan and travel mileage to budget.

Start Date: 11/17/2011 End Date: 10/31/2012 Maximum Amount: \$43,368.00

Amendments Only: Maximum Prior Amount: \$40,904.00 Percentage of Change: 6.02%

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

Funding Source

<u>Global Commitment 93.778</u>	<u>\$43,368.00</u>		

Contents of Attached Packet

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

Reviewer	Reviewer Initials	Date In	Date Out
DVHA Grant & Contract Administrator	<u>Kate Jones</u>	<u>5/30</u>	<u>5/31</u>
DVHA BO	<u>Jill Gould</u>	<u>5/5/12</u>	<u>5/31/12</u>
DVHA Commissioner or Designee	<u>Mark Larson, Commissioner</u>	<u>6/1/12</u>	
AHS Attorney General	<u>Seth Steinzor</u>		<u>6/5/12</u>
Following Approvals for Contracts Only:			
AHS CIO	<u>Angela Rouelle</u>		
AHS Central Office	<u>Martha Faber</u>		
AHS Secretary	<u>Doug Racine, Sec</u>		

Vision Account Codes: 3410010000 / 507600 / 20405 / 41628

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

Vision PO #: 3588

STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION ----- Form AA-14 (8/22/11)

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

I. CONTRACT INFORMATION:

Agency/Department: AHS/ DVHA Contract #: 20806 Amendment #: 1
 Vendor Name: Carleu, Laura VISION Vendor No: 299464
 Vendor Address: PO Box 447, Waitsfield, VT 05673
 Starting Date: 11/17/2011 Ending Date: 10/31/2012 Amendment Date: 6/30/2012
 Summary of agreement or amendment: Addition of iPad, monthly data plan and increase to travel allowance

II. FINANCIAL INFORMATION

Maximum Payable: \$43,368.00 Prior Maximum: \$ 40,904.00 Prior Contract # (If Renewal):
 Current Amendment: \$2,434.00 Cumulative amendments: \$ 2,434.00 % Cumulative Change: 6.02 %
 Business Unit(s): 03410; ; - [notes:] VISION Account(s): 41628;

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 100.00 % Other %

IV. 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

V. TYPE OF AGREEMENT & PERFORMANCE INFORMATION

Check all that apply: Service Personal Service Architect/Engineer Construction Marketing
 Information Technology Other, describe:

VI. 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

VII. CONTRACTING PLAN APPLICABLE:

Are one or more contract or terms & conditions provisions waived under a pre-approved Contracting Plan? Yes No

VIII. 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)

IX. 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

X. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL

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

Date 6/5/12 Agency / Department Head Date 6/28/12 Agency Secretary or Other Department Head (if required) Christian M O'Leary
 Date Approval by Attorney General Date Approved by Commissioner of Human Resources
 Date CIO Date CMO Date Secretary of Administration

MEMORANDUM

TO: Doug Racine, Secretary of Agency of Human Services (AHS) ML
FROM: Mark Larson; Commissioner, Department of Vermont Health Access (DVHA)
RE: Laura Carleu – Contract #20806, Amendment Justification

DVHA seeks to amend the current contract with Laura Carleu with the addition of computer tablet technology to increase her functionality and effectiveness as a Blueprint For Health program facilitator. This amendment is also needed to expand her coverage area which will increase her travel allowance.

Practice facilitation requires each Contractor to develop a relationship with quality improvement teams in the primary care practices they serve. Over the course of her contract, Ms. Carleu has proven herself a valued asset to the Blueprint For Health program through the relationships she has developed within her assigned Health Service Area (HSA) along with state invested trainings she has completed. The addition of iPad and data plan package to the Blueprint For Health program facilitator contract budget is necessary for her participation in online facilitation evaluation of her practices and access to Basecamp while out in the field at medical practices throughout her assigned service areas. The iPads will also be used for interactive video meetings between the Blueprint facilitators which will reduce mileage costs as they currently travel to meet in person. This technological tool will greatly add to her effectiveness and productivity as a Blueprint Program Facilitator.

Additional mileage reimbursement is needed for Laura Carleu as she has picked up a new practice in South Royalton, in the Randolph Health Service Area, which outside of her current service area.

DVHA's funding for this contract is covered by the Global Commitment to Health Appropriations and complies with all mandatory provisions of AOA Bulletin 3.5.



AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Laura Carleu (hereafter called the "Contractor") that the contract on the subject of Expansion and Quality Improvement Program Facilitator, effective November 17, 2011, is hereby amended effective June 30, 2012, as follows:

1. By deleting on page 1 of 19, Section 3 (Maximum Amount) and substituting in lieu thereof the following Section 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 \$ 43,368.

2. By adding the following sentence to page 1 of 19, Section 4 (Contract Term):

The contract may be extended by amendment for two (2) additional one year terms.

3. By adding to Attachment A (Specification of Work to be Performed) at the end of page 4 of 19: iPad and Monthly Data Plan

Contractor will use iPad with data plans in the course of her work to accomplish daily activities including Basecamp participation, participation in or hosting electronic meetings, recording minutes during meetings, and completing forms for the statewide facilitator evaluation. Contractor will ensure she has access to the appropriate cellular data plan to accomplish this work.

4. By adding to Attachment B (Payment Provisions) on page 5 of 19:

Contractor will invoice the State for the actual cost, not to exceed \$875, for the purchase of the newest version of the iPad (3) with a minimum specification of 64 GB storage, Wi-Fi, and Cellular. Contractor will invoice the State monthly for the actual cost of a cellular data plan for iPad not to exceed \$30 per month.

5. By deleting the existing language on pages 5 of 19 in Attachment B (Payment Provisions) regarding travel reimbursement and substituting in lieu thereof:

The Contractor may invoice the State up to 75 miles roundtrip for travel to and from regularly scheduled bi-monthly facilitator meetings and from in-person meetings at South Royalton Family Health (up to 120 miles roundtrip) or other practices as assigned outside the Central Vermont Health Service Area at the current State rate not to exceed \$2,369 during the contract period.

6. By deleting the first sentence in the second to last paragraph on pages 5 of 19 in Attachment B (Payment Provisions) and substituting in lieu thereof:

The total maximum payable under this contract shall not exceed \$43,368.

7. By deleting the Attachment D (Modification of Customary Provisions) in the original agreement and substituting in lieu thereof:

1. The insurance requirements contained in Attachment C, Section 7 are hereby modified:

Under the *Automotive Liability*: section, delete the following language:

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

2. Reasons for Modifications: Contractor's vehicle insurance carrier can not write a policy to

STATE OF VERMONT
AMENDMENT TO PERSONAL SERVICES CONTRACT
LAURA CARLEU

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CONTRACT # 20806
AMENDMENT #1

include the State of Vermont as additionally insured. Contractor's auto liability limits were discussed with State Risk Manager, Bill Duchac who states that "...auto is approved without the need to pursue additional insured status."

APPROVAL:



ASSISTANT ATTORNEY GENERAL

DATE: 6/26/12

State of Vermont – Attachment D
Revised AHS – 12-08-09

This amendment consists of 2 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#20806) dated 11/17/2011 shall remain unchanged and in full force and effect.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR
LAURA CARLEU

 E-SIGNED by Hunt Blair
on 2012-Jul-02

 E-SIGNED by Laura Carleu
on 2012-Jun-29

MARK LARSON, COMMISSIONER DATE

LAURA CARLEU DATE