

DVHA Routing Form

Revision Date 5/1/12

Type of Agreement: Contract Agreement #: 16800 Form of Agreement: Amendment Amendment #: 6

Name of Recipient: Lake Champlain Capital Management, LLC Vendor #: 16800

Program Manager : Lisa Watkins Phone #: (802) 872-7535

Agreement Manager: Emily Trantum Phone #: (802) 879-5946

Brief Explanation of Agreement: **Amendment 6 increases the maximum payable amount and extends the contract term to provide continued additional consultation and assistance in the development, refinement and population of the Blueprint for Health financial impact model.**

Start Date: March 1, 2010 End Date: June 30, 2013 Maximum Amount: \$407,936.00

Amendments Only: Maximum Prior Amount: ~~\$334,616.00~~ \$357,176 Percentage of Change: 473.99%

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

Funding Source

Global Commitment 93.778	\$407,936.00		

Contents of Attached Packet

- AA-14 Attachments A, B, C & F Attachment G - Academic Research
- Sole Source Memo Attachment D - Modifications to C & F MOU
- Qualitative/Justification Memo Attachment E - Business Associate Agreement Other: **Amendments 6,5,4,3,2,1,base**

Reviewer	Reviewer Initials	Date In	Date Out
DVHA Grant & Contract Administrator	Kate Jones		12/19
DVHA BO	Carrie Hathaway		12/20
DVHA Commissioner or Designee	Mark Larson, Commissioner	12/20	12/21
AHS Attorney General	Seth Steinzor, AAG		
Following Approvals for Contracts Only:			
AHS CIO			
AHS Central Office	Martha Giglio		
AHS Secretary	Doug Racine, Sec		

Vision Account Codes: 3410010000 20405 507600 41625 ~~475300~~
\$50,100

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 #: 16800 Amendment #: 6
 Vendor Name: Lake Champlain Management, LLC VISION Vendor No: 274800
 Vendor Address: 1018 Cheese Factory Road, Shelburne, VT 05482
 Starting Date: 3/1/2010 Ending Date: 6/30/2013 Amendment Date: 12/31/2012
Summary of agreement or amendment: Amendment 6 increases the maximum payable amount and extends the contract term to provide continued additional consultation and assistance in the development, refinement and population of the Blueprint for Health financial impact model.

II. FINANCIAL INFORMATION

Maximum Payable: \$407,936.00 Prior Maximum: \$ 357,176.00 Prior Contract # (If Renewal):
 Current Amendment: \$50,760.00 Cumulative amendments: \$ 332,936.00 % Cumulative Change: 444.00 %
 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 % 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. 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:

12/21/12 [Signature] Date Agency / Department Head
 12/21/12 [Signature] Date Agency Secretary or Other Department Head (if required)
 12/21/12 [Signature] Date Approval by Attorney General
 12/31/12 [Signature] Date Approved by Commissioner of Human Resources
 Date CIO Date CMO Date Secretary of Administration

DEC 31 2012

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

Agency of Human Services
[Phone] 802-879-5900
[Fax] 802-879-5651

MEMORANDUM

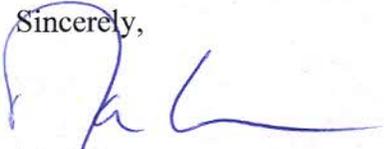
To: Jeb Spaulding, Secretary of Administration
Through: Doug Racine, Secretary of Human Services
From: Mark Larson, Commissioner of Department of Vermont Health Access
Re: Late Contract Memo
Lake Champlain Capital Management, LLC, Contract # 16800



Contract#16800 with Lake Champlain Capital for the purpose of providing a personal service to the Blueprint for Health was submitted late due to staff vacancies and transitions at Department of Vermont Health Access (DVHA). The amendment extends the contract terms in order to allow time for DVHA to put the contract out to bid over the next six months.

Your review and approval of this contract is appreciated. If any additional information is necessary please do not hesitate to reach out to my staff at 802-879-5946.

Sincerely,



Mark Larson
Commissioner of Department of Vermont Health Access

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

Agency of Human Services
[Phone] 802-879-5900
[Fax] 802-879-5651

MEMORANDUM

To: Jeb Spaulding, Secretary of Administration
Through: Doug Racine, Secretary of Human Services
From: Mark Larson, Commissioner of Department of Vermont Health Access
Re: Lake Champlain Capital Management, LLC, Contract # 16800

The Department of Vermont Health Access (DVHA) is amending contract number 16800. Lake Champlain Capital Management (LCCM) has been requested to provide continued additional consultation and assistance in the development, refinement and population of the Blueprint for Health financial impact model. As has been the case, this extends the modeling to support payment reform beyond the level of the Blueprint to the efforts on behalf of DVHA and the Green Mountain Care Board. This amendment extends the services rendered by LCCM for an additional six months.

It is anticipated that the necessary services will require not less than 270 hours of Contractor work between December 31, 2012 and June 30, 2013. At the Contractor's hourly rate of \$188 the total professional fees will total \$50,760.

Contract 16800 was awarded after a competitive bid process in 2010. LCCM's principal Greg Peters has provided a uniformly excellent product, and the Blueprint is dependent upon his expertise to deliver the required reporting to the Vermont Legislature and our many other public and private partners. Nonetheless, given that now five year years that have passed, the contract will go out to bid for the period commencing July 1, 2013.

The funding for this amendment will be 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 Lake Champlain Capital Management, LLC (hereafter called the "Contractor") that the contract on the subject of development, refinement and population of the Blueprint and Health Care Reform financial impact model, effective March 1, 2010 is hereby amended effective December 31, 2012 as follows:

1. **By deleting in amendment number 5 on page 1 of 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 \$407,936.
2. **By deleting in amendment number 3 on page 1 of 2, 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 March 1, 2012 and end on June 30, 2013.
3. **By deleting in amendment number 5, on page 1 of 1, the referenced second paragraph of Deliverables (Scope of Work) from amendment number 2 and substituting in lieu thereof the following paragraph:**

It is anticipated that the necessary services will require not less than 550 hours of Contractor work between March 1, 2011 and June 30, 2013. At the Contractor's hourly rate of \$188 the total professional fees will total \$385,376.
4. **By deleting in amendment number 5 on page 1 of 1, the referenced second paragraph (Payment Provisions) from amendment 4 and substituting in lieu thereof the following second paragraph:**

Contractor will invoice monthly for services performed in this contract. The contract maximum is \$407,936. Monthly program reports will outline progress toward completing deliverables as noted in Attachment A, as well as the work planned for the next month. The monthly program report will be in sufficient detail as to document progress toward and/or achievement of deliverables described in Attachment A. Contractor will be paid an hourly rate of \$188.00.
5. **By deleting in the amendment number 2 on page 10 of 19 attachment C in its entirety and substituting in lie there of the following attachment C:**

ATTACHMENT C
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement.** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law.** This Agreement will be governed by the laws of the State of Vermont.

3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

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

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

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

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$ _____ per occurrence, and \$ _____ aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a single audit is required for the prior fiscal year. If a single audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

A single audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a single audit is required.

10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records

shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**
- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
- 14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
- a. is not under any obligation to pay child support; or
 - b. is under such an obligation and is in good standing with respect to that obligation; or
 - c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

State of Vermont – Attachment C
Revised AHS – 11-7-2012

This amendment consists of 5 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#16800) dated March 1, 2010 shall remain unchanged and in full force and effect.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR
LAKE CHAMPLAIN CAPITAL MANAGEMENT

 E-SIGNED by Mark Larson
on 2013-Jan-05

 E-SIGNED by Greg Peters
on 2013-Jan-05

MARK LARSON, COMMISSIONER DATE

GREG PETERS, PRINCIPAL DATE