

# DVHA Routing Form

Revision Date 5/1/12

Type of Agreement: Contract Agreement #: 21672 Form of Agreement: Amendment Amendment #: 1

Name of Recipient: Policy Integrity, LLC Vendor #: 35991

Program Manager: Steven Maier Phone #: 802-233-8337

Agreement Manager: Meaghan Kelley Phone #: 802-871-3302

Brief Explanation of Agreement: **Increases the maximum amount, extends the Contract term one year, and adds to the scope of work.**

Start Date: June 1, 2012 End Date: May 31, 2014 Maximum Amount: \$14,850.00

Amendments Only: Maximum Prior Amount: \$12,000.00 Percentage of Change: 23.75%

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

Funding Source

<u>Global Commitment 93.778</u>	<u>\$14,850.00</u>	

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: **Base Contract**

Reviewer	Reviewer Initials	Date In	Date Out
DVHA Grant & Contract Administrator	<u>Kate Jones</u>	<u>5/8/13</u>	<u>5/8</u>
DVHA BO	<u>Carrie Hathaway Jill Gault</u>	<u>5/8/13</u>	<u>5/9/13</u>
DVHA Commissioner or Designee	<u>Mark Larson, Commissioner</u>	<u>S.W.P.</u>	<u>5/10/13</u>
AHS Attorney General	<u>Seth Steinzor, AAG</u>		<u>5/17/13</u>
Following Approvals for Contracts Only:			
AHS CIO			
AHS Central Office	<u>Diane Nealy</u>	<u>5/20</u>	<u>5/21</u>
AHS Secretary			

Vision Account Codes: 3410010000/41626/507600/20405  
FY14 \$2,850 Key

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

**I. CONTRACT INFORMATION:**

Agency/Department: AHS/ DVHA Contract #: 21672 Amendment #: 1  
 Vendor Name: Policy Integrity, LLC VISION Vendor No: 35991  
 Vendor Address: 1855 North Street, Montpelier, VT 05602  
 Starting Date: 6/1/2012 Ending Date: 5/31/2014 Amendment Date: 5/30/2013  
 Summary of agreement or amendment: Increases the maximum amount, extends the Contract term one year, and adds to the scope of work.

**II. FINANCIAL INFORMATION**

Maximum Payable: \$14,850.00 Prior Maximum: \$ 12,000.00 Prior Contract # (If Renewal):  
 Current Amendment: \$2,850.00 Cumulative amendments: \$ 2,850.00 % Cumulative Change: 23.75 %  
 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	%
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**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.

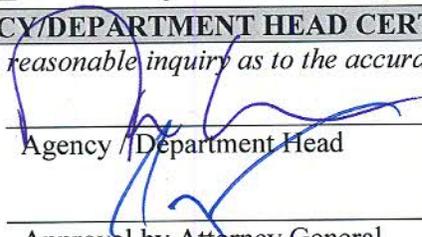
Yes  No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

**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:

<u>5.10.13</u> Date	 Agency / Department Head	Date	<u>5/22/13</u> Agency Secretary or Other Department Head (if required)
<u>5/17/13</u> Date	Approval by Attorney General	Date	Approved by Commissioner of Human Resources
Date	CIO	Date	CMO
Date	Secretary of Administration		

**MEMORANDUM**

**TO:** Diane Nealy, AHS Central Office

**FROM:** Steve Maier, Health Care Reform Manager

**DATE:** April 19, 2013

**REGARDING:** Request to extend contract with Policy Integrity, LLC  
Duration of Contract: 6/1/2012 – 5/31/2014; Contract Amount: \$14,850.00

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DVHA is requesting permission to extend the sole-source contract agreement with Policy Integrity, LLC for consulting services with Vermont's health care reform initiatives. The work that this contract encompasses continues for another year with one small but important addition to the scope of services and a small increase in the contract amount.

Steve has extensive experience working with Medicaid claims and the Vermont Healthcare Claims Uniform Reporting and Evaluation System (VHCURES), which is directly related to the additional scope item added to this contract extension.

This contract complies with all mandatory provisions of AOA Bulletin 3.5. Funding for this agreement will be covered by Global Commitment to Health appropriations. DVHA looks forward to approval of this agreement.

**substituting in lieu thereof the following Section 3:**

**3. Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$14,850.

**2. By deleting, on page 1 of 17 of the base agreement, 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 June 1, 2012 and end on May 31, 2014.

**3. By adding to, on page 3 of 17 of the base agreement, Attachment A (Specifications of Work to be Performed) the following:**

7. Provide technical assistance in the conceptualization, coding, and interpretation of queries from the state's all-payer claims database, VHCURES.

**4. By deleting, on page 4 of 17 of the base agreement, Attachment B (Payment Provisions), and substituting in lieu thereof the following Attachment B:**

#### **ATTACHMENT B PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for services specified in Attachment A, for services actually performed, up to the maximum allowable amount specified in this agreement. State of Vermont payment terms are Net 30 days from date of invoice, payments against this contract will comply with the State's payment terms. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

1. Contractor invoices shall be submitted no more frequently than monthly, but no later than quarterly. The invoice shall be printed on the Contractor's official letterhead, reference this contract number, include the date of invoice, remit address, the total amount billed, and be signed off by an authorized representative of the Contractor. The invoice shall include the number of hours worked and a general description of the work performed for the hours billed.

The State shall pay the Contractor a rate of \$150 per hour of service. The maximum allowable billable hours under this agreement are 99.

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

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 6 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#21672) dated June 1, 2012 shall remain unchanged and in full force and effect.

STATE OF VERMONT  
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR  
POLICY INTEGRITY, LLC

E-SIGNED by Mark Larson  
on 2013-May-22

E-SIGNED by Steve Kappel  
on 2013-May-22

MARK LARSON, COMMISSIONER

DATE

STEVE KAPPEL

DATE