

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (the "State") and Myers and Stauffer with a principal place of business in Owings Mills, Maryland (the "Contractor") that the contract between them originally dated as of April 1, 2020 Contract #39766, (the "Contract") is hereby amended as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such references appear in the Contract, shall be changed from \$289,200.00 to \$402,025.00, representing an increase of \$112,825.00.
- II. **Attachment A, Scope of Services.** The Scope of services is amended by deleting Section 4 (Timeline) and replacing with a new Section 4 (Rate Setting) and a new Section 5 (Timeline):

**4. RATE SETTING**

In consultation with the State and in accordance with the Vermont Division of Rate Setting Rules (V.D.R.S.R), Contractor shall set Vermont nursing home rates for two calendar quarters.

4.1 In accordance with the methodology outlined in the V.D.R.S.R, rebase and set the July 2023 rates for each Vermont nursing home, supplying the state with information in a mutually agreed-upon format.

4.2 In accordance with the methodology outlined in the V.D.R.S.R, set the October 2023 rates for each Vermont nursing home, supplying the state with information in a mutually agreed-upon format.

**5. TIMELINE**

Section	Task	Deliverable	Due Dates (Calendar Days from Contract Year Start Date of April 1 <sup>st</sup> )
<b>Section 1. Analysis and Data Collection</b>			
1.1	Analysis of existing system.	Report	30 days
1.2	MDS Data Use Agreement with CMS	DUA Submittal to CMS	7 days
		MDS Operational Steps	60 days
1.3	Assessment of OSA as viable interim alternative	Report	30 days
		Subsections 1.3.1 – 1.3.4 services	90 days
1.4	Meeting Schedule	Meetings	212 days
<b>Section 2. Development of RUG IV Alternative Methodologies</b>			

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2.1	Develop Rate Modeling Tool	Tool	212 days
		Report(s)	212 days
2.2	UPL Analysis	Data Analysis	212 days
2.3	CMS & State Updates	Report(s)	212 days
<b>Section 3. Implementation</b>			
3.1	Implementation of Methodologies	Tools, Process	212 days
3.2	Support for Methodology	Meetings, Documentation, Testimony	212 days
3.3	Final Report	Report	212 days
<b>Section 4. Rate Setting Deliverables</b>			
4.1	Rebase and set July 2023 rates for each Vermont nursing home	Tools, Report	122days
4.2	Rebase and set October 2023 rates for each Vermont nursing home; including a template for future rate setting in Excel format	Tools, Report	214 days

**III. Attachment B, Payment Provisions.** The Payment Provisions are amended by deleting and replacing Sections 5, 6.a, 6.b, and 7.a as follows:

5. Invoices shall be submitted to [AHS.DVHAInvoices@vermont.gov](mailto:AHS.DVHAInvoices@vermont.gov).
6. 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:
  - a. Contractor's hourly rate is inclusive of all costs including travel related costs. State will pay Contractor at the following rates:

Title of Position	Hourly Rate
Member	\$ 375
Health Care Senior Consultant / Manager	\$ 330
Senior Manager	\$ 285
Staff Accountant	\$ 135
Data / IT Support	\$ 220

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b. State agrees to pay Contractor a sum not to exceed \$112,825.00.

**7.a. Contractor shall complete all tasks as specified in Sections 1-4 of Attachment A.**

Sole Source Contract for Services. This Contract results from a “sole source” procurement under State of Vermont Administrative Bulletin 3.5 process and Contractor hereby certifies that it is and will remain in compliance with the campaign contribution restrictions under 17 V.S.A. § 2950.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor 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.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor’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.

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

Cybersecurity Standard Update 2023-01: Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update 2023-01, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>.

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This document consists of 3 pages. Except as modified by this Amendment No. 3, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

**BY THE STATE OF VERMONT:**

DocuSigned by:

*Andrea De la Bruere*

7/31/2023

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ANDREA DE LA BRUERE, COMMISSIONER

DVHA Commissioner

NOB 1 South, 280 State Drive

Waterbury, VT 05671-1010

Phone: 802-585-5356

Email: [Andrea.Delebruere@vermont.gov](mailto:Andrea.Delebruere@vermont.gov)

**BY THE CONTRACTOR:**

DocuSigned by:

*John B. Dresslar*

7/31/2023

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JOHN DRESSLAR, MEMBER

MEMBER

10200 Grand Central Avenue, Suite 200

Owings Mills, MD 21117

Phone: (800) 505-1698

Email: [JDresslar@mslc.com](mailto:JDresslar@mslc.com)