

NOVATION AMENDMENT

It is hereby agreed by and among the State of Vermont, Department of Vermont Health Access (hereinafter called "State"), Burns and Associates, Inc with a principal place of business in Phoenix, Arizona (herein after called "Original Contractor") and Health Management Associates, Inc with a principal place of business in Lansing, Michigan (hereinafter called "Contractor"), that the Contractor intends to assume all of the rights, benefits, duties and obligations of Burns and Associates, Inc under the Contract between the State and Burns and Associates, Inc dated as of July 1, 2018, Contract #36456A (formerly #36456), as amended to date (the "Contract"), and that the Contract is hereby amended as follows:

- I. Novation. The State and Burns and Associates, Inc hereby effect the Novation of the Contract (the "Novation") to substitute the Contractor for Health Management Associates, Inc for all purposes of the Contract. The State hereby consents to such Novation. Contractor hereby accepts the Novation and assumes all rights, benefits, duties, undertakings, liabilities and obligations of Burns and Associates, Inc under the Contract.

Burns and Associates, Inc hereby releases the State from the State's undertakings, obligations, duties, and liabilities with respect to Burns and Associates, Inc under the Contract following the effective date of this Novation.

Contractor shall furnish to the State a new certificate of insurance consistent with the coverages required under the Contract and properly endorsed with coverage for claims or occurrences for the entire contract period.

- II. Amendment. The Contract is hereby amended to replace all references in the Contract to Burns and Associates, Inc with references to Health Management Associates, Inc.
- III. Effective Date. The effective date of this Novation and amendment shall be September 1, 2020.
- IV. ***The parties stipulate and recite that:***

- a. Burns and Associates, Inc. entered into a contract with the State on July 1, 2018, to assist with Medicaid Rate Setting. This Contractor's performance began on July 1, 2018. To date, the Contract has a Maximum Amount of \$2,016,560 and an end date of June 30, 2021, hereinafter referred to as "Original Contract".
- b. Burns & Associates, Inc. has not completed all of its obligations enumerated in the Original Contract.
- c. Transfer of the assets of Burns & Associates, Inc. to Health Management Associates, Inc. has been consummated.
- d. Health Management Associates, Inc. has requested that it be permitted to assume the obligations of Burns & Associates, Inc. under the Original Contract and be substituted for Burns & Associates, Inc. as a party to the Original Contract.

- e. The State, subject to the provisions of this Amendment 3, consents to the Assignment and Assumption of the Original Contract.

V. ***For the reasons recited above, and in consideration of the mutual covenants contained herein, the parties agree as follows:***

- a. Health Management Associates, Inc. is substituted for Burns and Associates, Inc. as a party to the Original Contract.
- b. Health Management Associates, Inc. shall hereafter perform the obligations of Burns and Associates, Inc. that are enumerated in the Original Contract, and Health Management Associates, Inc. agrees to be bound by all the terms of the Original Contract in every way as if an original party thereto.
- c. Both Health Management Associates, Inc. and Burns and Associates, Inc. covenant and agree that neither shall raise any claim or defense, whether formal or informal, in relation to the State, on grounds of whether work was done by or was the responsibility of the other (*i.e.*, Health Management Associates, Inc. or Burns and Associates, Inc.).
- d. The State shall be bound by the terms of the Original Contract in every way as if Health Management Associates, Inc. was named in the Original Contract.
- e. The State, Health Management Associates, Inc. and Burns and Associates, Inc. consent to all the provisions of this Assignment and Assumption of the Original Contract.
- f. Health Management Associates, Inc. and Burns and Associates, Inc. acknowledge and agree as follows:
  - i. That all contract fees paid to Burns and Associates, Inc. by the State pursuant to the Original Contract were the only contract fees owed to Burns and Associates, Inc. pursuant to the Original Contract.
  - ii. That Health Management Associates, Inc. shall have no claim and shall make no claim whatsoever to any of the contract fees paid to Burns and Associates, Inc. by the State pursuant to the Original Contract.
  - iii. That any additional contract fees to be paid by the State pursuant to the Original Contract and this Assignment and Assumption agreement shall be paid by the State exclusively to Health Management Associates, Inc.
- g. The Original Contract and all prior amendments are made part of this Novation Assignment and Assumption Agreement to define the obligations, terms, covenants, conditions, and liabilities of Health Management Associates, Inc. pursuant to the Original Contract.

VI. **Taxes Due to the State.** Contractor certifies under the pains and penalties of perjury that, as of the date this Novation and 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.

VII. 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.

VIII. Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this Novation and amendment 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.

Contractor further certifies under pains and penalties of perjury that, as of the date that this Novation and 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>

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

For State administrative purposes, upon signing of this Novation and amendment, the Contract number will be changed to 36456A with an unpaid estimated balance of \$993,888.75 pending final payment to Burns and Associates Inc., for August 2020 services.

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

STATE OF VERMONT

DEPARTMENT OF VERMONT HEALTH ACCESS

E-SIGNED by Cory Gustafson  
on 2020-08-27 21:04:38 GMT August 27, 2020

CORY GUSTAFSON, COMMISSIONER DATE  
NOB 1 South, 280 State Drive  
Waterbury, VT 05671-1010  
Phone: 802-241-0239  
Email: [Cory.Gustafson@vermont.gov](mailto:Cory.Gustafson@vermont.gov)

CONTRACTOR

BURNS & ASSOCIATES, INC.

E-SIGNED by Mark Podrazik  
on 2020-08-27 15:11:44 GMT August 27, 2020

MARK PODRAZIK, PRESIDENT DATE  
3030 North Third Street, Suite 200  
Phoenix, AZ 85012  
Phone: 602-241-8520  
Email: [mpodrazik@burnshealthpolicy.com](mailto:mpodrazik@burnshealthpolicy.com)

HEALTH MANAGEMENT ASSOCIATES, INC.

E-SIGNED by Kelly Johnson  
on 2020-08-27 16:48:23 GMT August 27, 2020

Kelly Johnson, Vice President  
120 North Washington Sq. Suite 705  
Lansing, MI 48933  
Phone: 517-482-9236  
Email: [kjohnson@healthmanagement.com](mailto:kjohnson@healthmanagement.com)