

## CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (the "State") and Burns & Associates, Inc., with a principal place of business in Phoenix, Arizona, (the "Contractor") that the contract between them originally dated as of July 1, 2018, Contract #36456, as amended to date, (the "Contract") is hereby amended effective July 30, 2018, as follows:

**I. Attachment A, Statement of Work.** The scope of services is amended as follows:

Section 12, Staffing and Reporting Requirements, of Attachment A is amended by the addition of the following requirements:

- e. The key personnel specified in this contract are considered to be essential to work performance. The Contractor shall notify the DVHA Rate Setting Manager and the DVHA Business Office of any changes in key personnel assigned to a task within 30 days when possible. All key personnel replacement staff are subject to State approval. The State may modify the contract to add or delete key personnel at the request of the Contractor. All work under this contract will be performed in a timely and workmanlike manner by staff possessing sufficient skill and experience. The Contractor shall notify the DVHA Rate Setting Manager and the DVHA Business Office at least 30 days prior to a change, vacancy or substitution in staff assigned to the work under this Contract or immediately upon becoming aware of a staffing change to take place in less than 30 days. The Contractor shall ensure that any vacancy related to staff engaged in work under this project is filled within 30 days by staff approved by the State. The State will not unreasonably withhold approval of qualified replacement staff. The Contractor shall not make any change to key personnel or change or reduce their engagement in work under this contract if doing so would substantially delay the completion of work under the contract or present an unreasonable risk of disruption to the State's business.

**II. Attachment B, Payment Provisions.** The payment provisions are amended as follows:

Section 6, Part a, of Attachment B is hereby deleted in its entirety and replaced as set forth below:

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. The State shall pay the Contractor at the following rates:
    - i. Project Director: \$250.00/hour, Key Personnel
    - ii. Project Manager: \$235.00/hour, Key Personnel
    - iii. Lead SAS Programmer: \$220.00/hour
    - iv. SAS Programmer: \$210.00/hour

v. Consultant: \$200.00/hour

Section 6, Budget Table, of Attachment B is hereby deleted in its entirety and replaced by the Budget Table set forth below:

For the 2-Year Contract Period July 1, 2018 - June 30, 2020

Staffing Category	Project Director	Project Manager	Lead SAS Programmer	SAS Programmer	Consultant	TOTAL
Hourly Rate	\$250.00	\$235.00	\$220.00	\$210.00	\$200.00	
Total Hours	1,092	2,568	696	916	628	5,900
Total Cost for Labor	\$273,000	\$603,480	\$153,120	\$192,360	\$125,600	\$1,347,560

Breakdown of Hours/Labor Costs by Task

Pct of Total

1	Medicaid Rate Setting and Fee	112	224	160	344	96	936	
	IPPS Annual Updates	16			24	8		
	OPPS Annual Updates		112	160		24		
	RBRVS Annual Updates		112		160	24		
	Full IPPS Grouper Rebase	96			160	40		
		\$28,000	\$56,000	\$35,200	\$72,240	\$19,200	\$210,640	15.6%
2	Other Fee Schedules	16	48	0	120	0	184	
		\$4,000	\$12,000	\$0	\$25,200	\$0	\$41,200	3.1%
3	Update to FQHC/RHC Payment System	16	80	0	24	40	160	
		\$4,000	\$20,000	\$0	\$5,040	\$8,000	\$37,040	2.7%
4	Development and Implementation of Value-based Initiatives	384	1800	80	280	320	2864	
		\$96,000	\$450,000	\$17,600	\$58,800	\$64,000	\$686,400	50.9%
5	Disproportionate Share Hospital	80	0	0	0	20	100	
		\$20,000	\$0	\$0	\$0	\$4,000	\$24,000	1.8%
6	Graduate Medical Education Review	28	0	0	16	4	48	
		\$7,000	\$0	\$0	\$3,360	\$800	\$11,160	0.8%
7	VMNG ACO Program Data and Analytics Operations	180	40	360	0	40	620	
		\$45,000	\$10,000	\$79,200	\$0	\$8,000	\$142,200	10.6%
8	Budget Initiatives and Legislative Rate Changes	40	64	40	40	16	200	
		\$10,000	\$16,000	\$8,800	\$8,400	\$3,200	\$46,400	3.4%
9	Support Legislative Requests	20	24	0	60	40	144	
		\$5,000	\$6,000	\$0	\$12,600	\$8,000	\$31,600	2.3%
10	Medicaid PBR, SPA and Other CMS Negotiations	48	80	16	32	0	176	
		\$12,000	\$20,000	\$3,520	\$6,720	\$0	\$42,240	3.1%
11	Education and Information	48	48	40	0	28	164	
		\$12,000	\$12,000	\$8,800	\$0	\$5,600	\$38,400	2.8%
12	Staffing and Reporting Requirements	120	160	0	0	24	304	
		\$30,000	\$40,000	\$0	\$0	\$4,800	\$74,800	5.6%

**TOTAL COSTS \$1,347,560**

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 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>.

This document consists of 3 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

**STATE OF VERMONT**

**DEPARTMENT OF VERMONT HEALTH ACCESS**

e-Signed by Cory Gustafson  
on 2018-07-30 23:13:38 GMT July 30, 2018

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)  
AHS/DVHA

**CONTRACTOR**

**Burns & Associates, Inc.**

e-Signed by Mark Podrazik  
on 2018-07-30 22:18:56 GMT July 30, 2018

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)  
CONTRACTOR