

**AMENDMENT**

It is agreed between the State of Vermont, Department of Vermont Health Access (hereinafter called "State") and Burns & Associates, Inc. (hereinafter called "Contractor") with principal place of business at Phoenix, AZ, that the contract dated April 1, 2015 is to be amended April 1, 2016 as follows:

**1. By striking out on page 1, item #3, of the Base agreement and substituting in lieu thereof the revised item #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 \$1,025,000.

Work performed between April 1, 2016 and the signing or execution of this amendment that is in conformity with Attachment A may be billed under this agreement.

**2. Attachment A: By striking out Section I. *Background*, and inserting in lieu thereof the revised Section I.**

***Background:***

**I. Background**

The State has been awarded a \$45 million State Innovation Model Testing Grant from the federal Center for Medicare and Medicaid Innovation (CMMI). This project entitled Vermont Health Care Innovation Project (VHCIP) funds activities inside and outside of State government to rapidly diffuse alternatives to fee-for-service payment. One alternative is the Shared Savings Program model through which the State's Accountable Care Organizations (ACOs) can test and demonstrate their ability to reduce cost and improve care for a defined population of beneficiaries. The Department of Vermont Health Access (DVHA) has launched the Vermont Medicaid Shared Savings Program (VMSSP), a 3-year demonstration project from 2014-2016. The Contractor's role is to provide analytic support and technical expertise to aid in the design, implementation and evaluation of this project as outlined below.

**3. Attachment A: By striking Sections VI – IX and inserting in lieu thereof the revised Sections VI – IX:**

**VI. The Contacts for this Award are as Follows:**

	<u>State Fiscal Manager</u>	<u>State Program Manager</u>	<u>Contractor</u>
Name:	Karen Sinor	Georgia Maheras	Mark Podrazik
Phone #:	802-241-0252	802-505-5137	602-241-8520
E-mail:	<a href="mailto:karen.sinor@vermont.gov">karen.sinor@vermont.gov</a>	<a href="mailto:georgia.maheras@vermont.gov">georgia.maheras@vermont.gov</a>	<a href="mailto:mpodrazik@burnshealthpolicy.com">mpodrazik@burnshealthpolicy.com</a>

**VII. Notices to the Parties Under this Agreement:**

To the extent notices are made under this agreement, the parties agree that such notices shall only be effective if sent to the following persons as representative of the parties:

	<b>STATE REPRESENTATIVE</b>	<b>CONTRACTOR</b>
Name	Office of General Counsel	Mark Podrazik
Address	NOB 1 South, 280 State Drive Waterbury, VT 05671	3030 North Third Street, Suite 200 Phoenix, AZ 85012
Email	<a href="mailto:AHS.DVHALegal@vermont.gov">AHS.DVHALegal@vermont.gov</a>	<a href="mailto:mpodrazik@burnshealthpolicy.com">mpodrazik@burnshealthpolicy.com</a>

The parties agree that notices may be sent by electronic mail except for the following notices which must be sent by United States Postal Service certified mail: termination of contract, contract actions, damage claims, breach notifications, alteration of this paragraph.

**VIII. DVHA Monitoring of Contract:**

The parties agree that the DVHA official State Program Manager is solely responsible for the review of invoices presented by the Contractor.

**IX. Subcontractor Requirements:**

Per Attachment C, Section 15, if the Contractor chooses to subcontract work under this agreement, the Contractor must first fill out and submit the Subcontractor Compliance Form (Appendix I – Required Forms) in order to seek approval

from the State prior to signing an agreement with a third party. Upon receipt of the Subcontractor Compliance Form, the State shall review and respond within five (5) business days. A fillable PDF version of this Subcontractor Compliance Form is available upon request from the DVHA Business Office. Under no circumstance shall the Contractor enter into a sub-agreement without prior authorization from the State. The Contractor shall submit the Subcontractor Compliance Form to:

Karen Sinor, Contracts & Grants Administrator  
Business Office, Contracting Unit  
Department of Vermont Health Access  
[Karen.Sinor@vermont.gov](mailto:Karen.Sinor@vermont.gov)

**4. Attachment B: By replacing in its entirety with the following revised version:**

**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 products or services actually performed as specified in Attachment A 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. Work performed between April 1, 2016 and the signing or execution of this agreement that is in conformity with Attachment A may be billed under this agreement. The following provisions specifying payments are:

1. This contract is funded by federal grants and is subject to federal approval by the Centers for Medicare and Medicaid Innovation (CMMI). No reimbursement shall be provided under this agreement without federal approval for the task, service, or product for which reimbursement is claimed. The maximum amount payable under this contract for services and expenses shall not exceed \$1,025,000.
  - a. In early 2015, the State received federal funding approval for this contract in the amount of \$200,000 for work through December 31, 2015.

- b. In December 2015, the State received federal approval for the time period January 1, 2016 - June 30, 2016, in the amount of \$353,000.
- c. In April 2016, the State sought federal approval for the time period January 1, 2016 - June 30, 2016, in the amount of \$125,000.
- d. In Spring 2016, the State will seek federal approval for the time period of July 1, 2016-December 31, 2016 in the amount of \$ 347,000. Contractor may not begin work for that time period without written authorization from the State of Vermont. Approval for funding is contingent on CMMI authorization.

Contractor's hourly rate is inclusive of all direct costs, but is exclusive of travel. The Contractor shall be able to bill for personnel with these titles if the State provides express written approval for the additional personnel.

- 2. The State shall pay the Contractor at the following rates:
  - a. Project Director: Mark Podrazik, \$240.00/hour, Key Personnel
  - b. Lead SAS Programmer: Carol Weller, \$220.00/hour, Key Personnel
  - c. Senior Consultants: Debbie Saxe, Steven Abele, Derik Leavitt, Kara Suter, Maureen Sharp, \$220.00/hour
  - d. SAS Programmer: Jesse Eng, James Maedke, \$200.00/hour
  - e. Consultant: Barry Smith, Sakina Pasha, \$180.00/hour
- 3. The total maximum amount payable under this contract shall not exceed \$1,025,000 based on the following budget tables below. Ad-hoc services requested by the State shall not exceed the amount of \$119,945.

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Staffing Category	Project Director	Lead SAS Programmer	Senior Consultant	SAS Programmer	Consultant	TOTAL	
<b>Proposed Staff</b>	Mark Podrazik	Carol Weller	Kara Suter Maureen Sharp Derik Leavitt Steven Abele Debbie Saxe	Jesse Eng James Maedke	Barry Smith Sakina Pasha		
Hourly Rate	\$240.00	\$220.00	\$220.00	\$200.00	\$180.00		
Total Hours	944.00	1,050.50	1,785.50	431.00	224.00	4,435.00	
<b>Total Cost for Labor</b>	<b>\$226,560</b>	<b>\$231,110</b>	<b>\$392,810</b>	<b>\$86,200</b>	<b>\$40,320</b>	<b>\$977,000</b>	
<b>Breakdown of Hours/Labor Costs by Task</b>							
1	Ongoing Technical Assistance Related to Vermont Medicaid's Shared Savings Program	95.50 \$22,920	905.75 \$199,265	66.50 \$14,630	34.00 \$6,800	0.00 \$0	<b>1,101.75</b> <b>\$243,615</b>
2	Technical Assistance with Design, Development, Implementation, Reporting and Monitoring of a Value Based Payment Program for Designated Agencies	183.50 \$44,040	0.00 \$0	456.00 \$100,320	80.00 \$16,000	80.00 \$14,400	<b>799.50</b> <b>\$174,760</b>
3	Technical Assistance Related to Medicaid Interplay with the All Payer Waiver / Single ACO	605.00 \$145,200	140.00 \$30,800	1,042.00 \$229,240	64.00 \$12,800	120.00 \$21,600	<b>1,971.00</b> <b>\$439,640</b>
4	Ad Hoc Services as Directed Related to Value Based Purchasing	60.00 \$14,400	4.75 \$1,045	221.00 \$48,620	253.00 \$50,600	24.00 \$4,320	<b>562.75</b> <b>\$118,985</b>
						<b>TOTAL LABOR COSTS</b> \$977,000 <b>TOTAL EXPENSES</b> \$48,000 32 person trips * \$1,500/trip <b>TOTAL AMOUNT =</b> <b>\$1,025,000</b>	

Variations in the projected total hours and total costs of labor between staffing categories shall not exceed 10% without written prior approval from the State. Written requests for such approvals must first be submitted by the Contractor prior to the expenditure of funds in excess of the above budgeted line items.

4. No benefits or insurance will be reimbursed by the State.
5. **Travel.** The Contractor may bill for travel related to this contract that has been expressly approved by the State in writing in advance of travel.
  - a. Travel expenses will be reimbursed up to the amount of \$48,000.
  - b. All travel mileage and associated travel expenses shall not exceed the State approved mileage rates at the time at which the expense occurred, see Appendix I – Required Forms: Travel and Expense Form for State current mileage reimbursement rates.

- c. This agreement required that the Contractor submit to the Contract Administrator a copy of the Contractor's Travel Policies no later than 30 days after contract execution. The Contractor is required to submit to the State any amendment, revision, or update to their Travel Policy within 30 days of the date of such revision.
  - d. Meals are not an allowable expense under this agreement.
6. Contractor bills monthly for work done each month, there are no monthly minimums or maximums. If Contractor doesn't do any work in a given month, the State shall not be charged.
7. **Invoices.** All requests for reimbursements shall be made using the Invoice – Contract/Grant Agreements form attached, see Appendix I – Required Forms, or a similar format agreed upon by the State and Contractor. All payments are subject to payment terms of Net 30 days. The Contractor shall submit invoices to the State monthly. The Contractor shall submit each invoice along with the paid subcontractor invoice as supporting documentation for all reimbursed payments. The State shall reimburse the Contractor for Subcontractor costs up to the total maximum amount of this agreement.

Payments and/or reimbursement for travel, lodging, training/registration and other approved expenses shall only be issued after all supporting documentation and receipts are received and accepted by the State. Invoices with such expenses shall be accompanied by a Travel and Expense Form, see Appendix I: Required Forms.

Invoices should reference this contract number, contain a unique invoice number, and current date of submission. Invoices should be submitted electronically with all other reports to:

Karen Sinor, Contracts & Grants Administrator  
Business Office, Contracting Unit  
Department of Vermont Health Access  
[Karen.Sinor@vermont.gov](mailto:Karen.Sinor@vermont.gov)

**5. Appendix I: By replacing in its entirety with the following revised version:**

**Appendix I – REQUIRED FORMS**  
**Invoice – Contract/Grant Agreements**

<b>Contractor/ Grantee:</b>	
<b>Address:</b>	
<b>State:</b>	
<b>Zip Code:</b>	
<b>Invoice #:</b>	
<b>Date:</b>	
<b>Agreement #:</b>	

Contractor/Grantee Billing Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

Signature: \_\_\_\_\_

Date (if applicable)	Description of Deliverables/Work Performed	Amount
<b>TOTAL:</b>		

Remittance Address:

Bill to:  
 Business Office  
 Department of Vermont Health Access  
 NOB 1 South, 280 State Drive  
 Waterbury, VT 05671

**Appendix I – REQUIRED FORMS**  
**Department of Vermont Health Access**  
**Subcontractor Compliance Form**

Date: \_\_\_\_\_

Original Contractor/Grantee Name: \_\_\_\_\_

Contract/Grant #: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Scope of Subcontracted Services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is any portion of the work being outsourced outside of the United States?  YES  NO  
(If yes, do not proceed)

All vendors under contract, grant, or agreement with the State of Vermont, are responsible for the performance and compliance of their subcontractors with the Standard State Terms and Conditions in Attachment C. This document certifies that the Vendor is aware of and in agreement with the State expectation and has confirmed the subcontractor is in full compliance (or has a compliance plan on file) in relation to the following:

- Subcontractor does not owe, is in good standing, or is in compliance with a plan for payment of any taxes due to the State of Vermont
- Subcontractor (if an individual) does not owe, is in good standing, or is in compliance with a plan for payment of Child Support due to the State of Vermont.
- Subcontractor is not on the State's disbarment list.

In accordance with State Standard Contract Provisions (Attachment C), the State may set off any sums which the subcontractor owes the State against any sums due the Vendor 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 in Attachment C.

\_\_\_\_\_  
Signature of Subcontractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Vendor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Received by DVHA Business Office

\_\_\_\_\_  
Date

**Required: Contractor cannot subcontract until this form has been returned to DVHA Contracts & Grants Unit**





This amendment consists of 9 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract #28733 dated April 1, 2015 shall remain unchanged and in full force and effect.

**BY THE STATE OF VERMONT:**

**BY THE CONTRACTOR:**

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STEVEN COSTANTINO, COMMISSIONER      DATE  
DEPARTMENT OF VERMONT HEALTH ACCESS (DVHA)  
NOB 1 SOUTH, 280 STATE DRIVE  
WATERBURY, VT 05671  
PHONE: 802-879-5901  
EMAIL: [STEVEN.COSTANTINO@VERMONT.GOV](mailto:STEVEN.COSTANTINO@VERMONT.GOV)

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MARK PODRAZIK, PRESIDENT      DATE  
BURNS & ASSOCIATES, INC.  
3030 NORTH THIRD STREET, SUITE 200  
PHOENIX, AZ 85012  
PHONE: 602-241-8520  
EMAIL: [MPODRAZIK@BURNSHEALTHPOLICY.COM](mailto:MPODRAZIK@BURNSHEALTHPOLICY.COM)