

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Burns & Associates (hereafter called the "Contractor") that the contract on the subject of Medicaid payment systems consulting, effective September 24, 2010, is hereby amended effective November 21, 2014, as follows:

1. By deleting Section 3 (Maximum Amount) on page 1 of 12 the base agreement, as previously changed by amendments 1, 2 & 3 and substituting in lieu thereof the following Section 3:

3. Maximum Amount. In consideration of the services to be performed by Contract, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$1,833,610. See Attachment B, #1, FUNDING and PERIOD OF PERFORMANCE AUTHORIZATION REQUIREMENT.

2. By deleting Section 4 (Contract Term) on page 1 of 12 the base agreement, as previously changed by amendments 1, 2 & 3 and substituting in lieu thereof the following Section 4:

4. Contract Term. The period of Contractor's performance shall begin on September 24, 2010 and end on March 31, 2015. See Attachment B, #1, FUNDING and PERIOD OF PERFORMANCE AUTHORIZATION REQUIREMENT.

3. By striking out attachment B of the base agreement in its entirety and substituting in lieu thereof:

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. The following provisions specifying payments are:

1. FUNDING and PERIOD OF PERFORMANCE AUTHORIZATION REQUIREMENT: This contract is partially funded by federal grants and is subject to federal approval. No reimbursement shall be provided under this agreement without federal approval for the task, service, or product for which reimbursement is claimed.
 - a. Funding for this contract has been approved through December 31, 2014 for SIM Task XVI in the amount of \$50,000. Contractor is authorized to conduct work through December 31, 2014 for this task.
 - b. Funding for this contract has been approved through December 31, 2014 for ICD10 Task XIV in the amount of \$30,000. Contractor is authorized to conduct work through December 31, 2014 for this task.
 - c. Funding for this contract has been approved through March 31, 2015 for SIM Task XVI in the amount of \$45,000. Contractor is authorized to conduct work through December 31, 2015 for this task.
 - d. In November, 2014 federal approval was sought for the time period of January 1, 2015 through March 31, 2015 in the amount of \$45,000 for SIM Task XVI. Contractor may not begin work on SIM Task XVI for year two, beginning January 1, 2015 and ending March 31, 2015, without written authorization from the State of Vermont. Approval for year two funding is contingent upon Centers for Medicare and Medicaid Innovation authorization.
2. Contractor invoices shall be submitted monthly and shall include the following information:
 - a. The cost and amount of time (number of hours) and costs, including salary and fringe benefits, for each individual involved in this project.
 - b. Detailed descriptions and line item costs associated with all non-personnel items, including data, travel, overhead and any other items necessary for the completion of the project.

- c. The number of trips to Vermont, including the estimated number of people participating in each trip.
 - d. The numbers of days Contractor staff were onsite in Vermont.
3. 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.
 4. No benefits or insurance will be reimbursed by the State.
 5. Work conforming to the requirements of Attachment A as reflected in the in tables on page 3 of 3 of this amendment that was performed on or after October 22, 2014, may be reimbursed under this agreement.
 6. Invoices should reference this contract number, contain a current date of submission and be submitted electronically to:

Jessica Mendizabal, Contracts and Grants Administrator
Department of Vermont Health Access
jessica.mendizabal@state.vt.us

7. The total maximum amount payable under this contract shall not exceed \$1,833,610.

4. By adding to the tables for task XIV on page 7 of 8 and task XVI on page 8 of 8 of amendment 3 which is an attachment to this amendment 4 beginning on page 3 of 3.

This amendment consists of 3 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#18211) dated September 24, 2010 shall remain unchanged and in full force and effect.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR
BURNS & ASSOCIATES

E-SIGNED by Mark Larson on 2014-12-16 14:33:43 GMT December 16, 2014

Mark Larson, Commissioner Date
312 Hurricane Lane, Suite 201
Williston, VT 05495-2087
Phone: 802-879-5901
Email: MARK.LARSON@STATE.VT.US

E-SIGNED by Mark Podrazik on 2014-12-16 15:08:56 GMT December 16, 2014

Peter Burns, President Date
3030 North Third Street
Suite 200
Phoenix, AZ, 85012
Phone: 602-241-8520
Email: MPODRAZIK@BURNSHEALTHPOLICY.COM

Task	Task Description	Hours				Costs			
		Project Manager	Programmer/Analyst	Total Hours	Project Manager	Programmer/Analyst	Clinical Team	Total Costs	
					\$200.00/hr	\$180.00/hr	\$250.00/hr		
XIV	<p><i>Task XVI reflects new dollars added in Amendment 4.</i></p> <p><i>This task is scheduled to be occur from November 1, 2014 to December 31, 2014.</i></p> <p>ICD-10: Assist with Risk Assessments</p> <p>1 Assist HP in developing test cases/risk assessments</p> <p>2 Meet with providers on performing assessments</p> <p>3 Review results from provider submissions for testing</p> <p>4 Run independent financial impact tests</p> <p>5 Write documentation for CMS</p>	42	120	162	\$8,400	\$21,600	\$0	\$30,000	
		20	66	86	\$4,000	\$11,880	\$0	\$15,880	
		0	0	0	\$0	\$0	\$0	\$0	
		2	8	10	\$400	\$1,440	\$0	\$1,840	
		14	40	54	\$2,800	\$7,200	\$0	\$10,000	
		6	6	12	\$1,200	\$1,080	\$0	\$2,280	

Task XVI reflects new dollars added in Amendment 4.

This task is scheduled to be occur from October 22, 2014 to March 31, 2015.

Task	Task Description	Hours				Costs			
		Project Manager	Programmer/Analyst	Total Hours	Project Manager	Programmer/Analyst	Clinical Team	Total Costs	
XVI	<p>Ongoing Technical Assistance for DVHA's SSP</p> <p>1 Conduct provider attribution as requested by DVHA</p> <p>2 Prepare files for release to the ACOs</p> <p>3 Work with the statewide analytics contractor to transition data collection and reporting for DVHA's SSP</p> <p>4 Conduct data validation of analysis completed by the statewide analytics contractor for DVHA's SSP</p> <p>5 Provide technical assistance, as required, for DVHA with CMCS and CMIMI related to the SSP</p> <p>6 Conduct analytics related to monitoring and evaluation, shadow payments, expanded Total Cost of Care, performance measures and other ad hoc requests</p>	133	380	513	\$26,600	\$68,400	\$0	\$95,000	
		4	40	44	\$800	\$7,200	\$0	\$8,000	
		24	120	144	\$4,800	\$21,600	\$0	\$26,400	
		16	40	56	\$3,200	\$7,200	\$0	\$10,400	
		28	60	88	\$5,600	\$10,800	\$0	\$16,400	
		16	28	44	\$3,200	\$5,040	\$0	\$8,240	
		45	92	137	\$9,000	\$16,560	\$0	\$25,560	