

AMENDMENT

It is agreed between the State of Vermont, Department of Vermont Health Access (hereinafter called "State") and Wakely Consulting (hereinafter called "Contractor") with principal place of business in Tampa, FL that the contract dated November 12, 2014 is to be amended January 1, 2017 as follows:

1. **By striking out on page 1, items #3 & #4 of the Base agreement and as amended by Amendment #1 on page 1, and substituting in lieu thereof the following revised items #3 & #4:**
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 \$750,000.
4. **Contract Term.** The period of Contractor's performance shall begin on **November 12, 2014** and end on **June 30, 2017.**

Work performed between **January 1, 2017** and the signing or execution of this amendment that is in conformity with Attachment A may be billed under this agreement. This amended agreement has an effective date that is an earlier date than the date on which it is signed by the parties. The effective date of this amended agreement shall be January 1, 2017 and end on June 30, 2017. All terms and conditions described in this amended agreement shall apply to any and all services performed for or on behalf of the State. Contractor agrees that in exchange for the consideration of the option to bill for services performed, all terms and conditions described in this agreement shall apply to any and all services performed for or on behalf of the State. Contractor agrees that by submitting invoices, bills, or otherwise seeking compensation for services performed prior to the finalization of this agreement or signing of this agreement, contractor is agreeing to the application of all terms of this contract to that period and to that work. Contractor further agrees to defend, indemnify, and hold the State harmless for any claim, dispute, non-contractual cost or charge, or any liability whatsoever, whether in law, equity, or otherwise, which arises from or is connected to the work performed prior to the execution of this agreement. Contractor further agrees that these terms apply regardless of whether the work is accepted by the State, and regardless of whether payment is issued by the State to the Contractor for the work in question.

5. **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 January 1, 2017 and the execution of this amendment that is in conformity with Attachment A shall be billed under this agreement.

1. This contract is federally funded 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 \$750,000.

- a. Funding for this contract was approved through June 30, 2016 in the amount of \$300,000. However, due to the nature of federal funding approvals, the Contractor did not utilize all funding available prior to June 2016 and only used \$80,000 of the \$300,000 awarded to them.
 - b. In June 2016, the State received federal funding approval for the time period July 1, 2016 – June 30, 2017 in the amount of \$70,000.
 - c. In October 2016, the State sought additional federal funding approval for the time period August 1, 2016 – June 30, 2017 in the amount of \$400,000.
 - d. In December 2016, the State received additional federal funding approval for the time period August 1, 2016 – June 30, 2017 including out of state travel expenses not to exceed \$7,500 of their existing funding.
 - e. In April 2017, the State requested federal funding approval for an additional \$200,000 for the time period January 1, 2017 – June 30, 2017. This funding approval was received in early June 2017.
2. The State shall pay the Contractor for deliverables specified in Attachment A, at the hourly rates presented below. The Contractor’s 2016 and 2017 hourly rates are listed in the tables below. Contractor billing rates increase on January 1 of each year, typically 3-4% but not to exceed 5% annually. Contractor shall send written notice and provide an updated rate card to the State upon effective billing rate increases. The State shall pay the Contractor at the following rates:

Wakely Consulting	Name	2016 Hourly Rate
Director	Julie Peper, Julia Lambert	\$450.00
Senior Consulting Actuary	As Assigned	\$385.00
Consulting Actuary	As Assigned	\$295.00
Associate Actuary	As Assigned	\$230.00
Senior Actuarial Analyst	As Assigned	\$200.00
Actuarial Analyst	As Assigned	\$180.00

Wakely Consulting	Name	2017 Hourly Rate
Director	Julie Peper, Julia Lambert	\$470.00
Senior Consulting Actuary	As Assigned	\$400.00
Consulting Actuary	As Assigned	\$305.00
Associate Actuary	As Assigned	\$240.00
Senior Actuarial Analyst	As Assigned	\$210.00
Actuarial Analyst	As Assigned	\$185.00

Work product and Deliverable Acceptance / Remediation

All work products (deliverables) are subject to review and approval by the State before being accepted. Any work product deemed unacceptable by the State will be subject to revision by the Contractor based upon a Remediation Plan that the State and the Contractor will develop. The State may also require a remediation plan to address the Contractor's failure or reasonably foreseeable failure to meet the timelines or due dates defined for any work product, reporting, or deliverables under this contract or a task order.

Work product may be deemed unacceptable by the State if it fails to meet the acceptance criteria listed in the task order. If there are no acceptance criteria specified, work product may be deemed unacceptable for any reason at the State's sole discretion, including failure to meet performance measures and failure to follow State direction and input.

Notwithstanding Items 1 and 2 of this Attachment B, work required under a remediation plan will be performed at no additional charge, or at a discounted rate agreed to by the State at its sole discretion. The State may require under a remediation plan the commitment of additional resources as necessary to ensure full and timely completion of deliverables and/or remediation activities.

3. No benefits or insurance will be reimbursed by the State.
4. **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. Out of state travel expenses will be reimbursed up to the amount of \$7,500 of their existing funding.
 - 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. Meals are not an allowable expense under this agreement.

5. Invoices. All requests for reimbursements shall be made using the Invoice – Contracts 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, but no later than quarterly. Invoices shall be accompanied by a status report and shall reflect the total number of hours worked per staff person, per objective as specified in the work plan in Attachment A. The Contractor shall submit each invoice along with the paid subcontractor invoice as supporting documentation for all reimbursed payments.

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:

Business Office, Contracting Unit
Department of Vermont Health Access
karen.sinor@vermont.gov

This amendment consists of 4 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract #26303, dated November 12, 2014, shall remain unchanged and in full force and effect.

By the STATE OF VERMONT:

By the CONTRACTOR:

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