

STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION ----- Form AA-14 (12/15/2017)

Note: All sections must be completed. Incomplete forms will be returned to the originating department.

I. CONTRACT INFORMATION:

Agency/Department: Green Mountain Care Board **Contract #: 35452 Amendment #: 2**
Vendor Name: Mathematica Policy Research, Inc. **VISION Vendor No: 331790**
 Vendor Address: 955 Massachusetts Avenue, Suite 801, Cambridge, MA 02139
Starting Date: 1/1/2018 **Ending Date:** 12/31/2020 **Amendment Date:** 1/1/2020
Summary of agreement or amendment: Extending for Option Year 1 and shifting certain payment terms

II. FINANCIAL & ACCOUNTING INFORMATION

Maximum Payable: \$3,190,159.00 Prior Maximum: \$ Prior Contract # (If Renewal):
 Current Amendment: \$0.00 Cumulative amendments: \$ % Cumulative Change:
Business Unit(s): 3300; ; - [notes:] **VISION Account(s): 507600;**
 Estimated Funding Split: % GF % SF % EF % Other (name)
 % TF % GC % FF

III. PROCUREMENT & PERFORMANCE INFORMATION (section A & B)

A. The agency has taken reasonable steps to control the price of the contract and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:
 Standard Bid/RFP Simplified Sole Source Qualification Based Selection Statutory

B. Contract includes performance measures/guarantees to ensure the quality and/or results of the service? Yes No

IV. TYPE OF AGREEMENT (select all that apply)

Personal Service Construction Arch/Eng. Marketing Info. Tech. Prof. Service
 Non-Personal Service Retiree/Former SOV EE Financial Trans Zero-Dollar Privatization Other
 Commodity

V. SUITABILITY FOR CONTRACT FOR SERVICE

Yes No n/a Does this contract meet the determination of an Independent Contractor? If "NO", the contractor must be set up and paid on payroll through the VTHR system.

VI. CONTRACTING PLAN APPLICABLE

Is any element of this contract subject to a pre-approved Agency/Dept. Contracting Waiver Plan? Yes No

VII. CONFLICT OF INTEREST

By signing below, I (Agency/Dept. Head) certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.


Yes No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

VIII. PRIOR APPROVALS REQUIRED OR REQUESTED

Yes No Agreement must be Certified by the Attorney General under 3 V.S.A. § 342 (sign line #4 below)
 Yes No Attorney General review As To Form is required or requested: _____ (AAG initial)
 Yes No Agreement must be approved by the Secretary of ADS/CIO
 Yes No Agreement must be approved by the CMO: for Marketing services over \$25,000
 Yes No Agreement must be approved by Comm. Human Resources: for Privatization, Retirees, Former Employees, & if a Contract fails the IRS test.
 Yes No Agreement must be approved by the Secretary of Administration

IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL

I have made reasonable inquiry as to the accuracy of the above information (sign in order):

| | | | | | |
|--|--------------------------|---------|----------------------------------|---------|---------------------|
|  | | | | | |
| 1-Date | 1-Agency/Department Head | 2-Date | 2-Agency Secretary (if required) | | |
| 3a-Date | 3a-CIO | 3b-Date | 3b-CMO | 3c-Date | 3c-Commissioner DHR |
| 4-Date | 4-Attorney General | 5-Date | 5-Secretary of Administration | | |

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Green Mountain Care Board (the "GMCB" or "State") and Mathematica Policy Research, with principal place of business at 955 Massachusetts Avenue, Suite 801, Cambridge, MA 02139 (hereafter called "Contractor") that the contract between them originally dated as of January 4, 2018, Contract # 35452, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from December 31, 2019 to December 31, 2020. The Contract Term may be renewed for one additional one-year period at the discretion of the State.
- II. **Attachment B, Payment Provisions.** The payment provisions are amended as follows: Attachment B is hereby deleted in its entirety and replaced as set forth in the attachment to this Amendment.

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>

SOV Cybersecurity Standard 19-01. All products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL:<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

This document consists of 7 pages. Except as modified by this Amendment No. 2, all provisions of the Contract remain in full force and effect.

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

STATE OF VERMONT

MATHEMATICA POLICY RESEARCH

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Vermont Statewide Analytics Related to the
All-Payer Accountable Care Organization Model Contract**

Attachment B: Payment Provisions

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page one of this contract. The payment schedule for services performed, and any additional reimbursements, are included in this Attachment. The following provisions specifying payment are:

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation. Payments for subcontractors, if any, will only be made upon approval (See Attachment C, #15).
3. The Contractor agrees to a 10% retainage of the total annual contract fee subject to review, approval, and acceptance of Contractor's annual report by the State. The State shall determine retainage, including any withholding or proration, of the total contract fee by deciding whether the Contractor's performance has met, to the State's satisfaction, the Contractor's requirements under Attachment A. Upon satisfactory completion of all tasks outlined in Table 4 for each contract year, the Contractor shall submit a retainage statement to request any funds withheld for the completed contract year.
4. The Contractor will be paid based on documentation and itemization of work performed and included in invoicing as required by 32 VSA §463. On a monthly basis, the Contractor shall submit an invoice to the State for all services rendered as outlined in Payment Schedule Tables 3 and 4 below, or as approved in a corresponding Task Order(s) for Ad Hoc work (see the Ad Hoc Work Plan Approval Form in Appendix 3 of Attachment A) above and beyond the monthly 1 ½ days per month for the cost and utilization analysis beginning in Year 2 of this contract (see Task 8 in Attachment A). Each invoice must include a unique invoice number, include the Contract #35452 for this contract, dates of service, itemized billing which is documented to reflect either the deliverable fee or itemized hours by assigned staff multiplied by hourly rates for agreed upon Ad Hoc Assistance. Payments to the Contractor relating to this contract as outlined in the scope by work will be rendered only after review and acceptance from the State's Health Care Project Director. The hourly rates of the assigned staff of the Contractor are outlined in Table 1, on the following page:

Table 1: Hourly Rates Inclusive of Travel for Ad Hoc Deliverables (Task 8.1)

| Staff Class | Base Year 1 | Base Year 2 | Year 3/ Option Year 1 | Year 4/ Option Year 2 |
|---------------------------|-------------------------|-------------------------|--------------------------|--------------------------|
| | 1/1/2018- 12/31/2018 | 1/1/2019- 12/31/2019 | 1/1/2020- 12/31/2020 | 1/1/2021- 11/30/2021 |
| Subject Matter Expert V | \$399.03 | \$399.03 | \$414.99 | \$431.59 |
| Subject Matter Expert IV | \$319.97 | \$319.97 | \$332.77 | \$346.08 |
| Subject Matter Expert III | \$276.80 | \$276.80 | \$287.87 | \$299.39 |
| Subject Matter Expert II | \$221.52 | \$221.52 | \$230.38 | \$239.59 |
| Subject Matter Expert I | \$183.58 | \$183.58 | \$190.92 | \$198.56 |
| Analyst II | \$133.09 | \$133.09 | \$138.41 | \$143.95 |
| Analyst I | \$113.43 | \$113.43 | \$117.97 | \$122.69 |
| Research Assistant | \$89.34 | \$89.34 | \$92.92 | \$96.63 |
| Communications Manager I | \$161.93 | \$161.93 | \$168.41 | \$175.14 |
| Administrative Production | \$103.48 | \$103.48 | \$107.62 | \$111.93 |
| Editor | \$121.16 | \$121.16 | \$126.00 | \$131.04 |

The maximum amount payable under the Ad Hoc tasks of this contract shall not exceed \$169,429 over four years; if ad hoc dollars remain unspent in Contract Years 1-3, they shall be rolled into the available total for the following contract year. The State does not guarantee the assignment of any minimum number of hours or other work under this contract. Additional description of potential ad hoc tasks is included in Attachment A, Tasks 3, 8, and 10.

5. **Travel:** The contractor may bill for travel related to this contract only when expressly approved by the State in writing in advance of travel.
 - Transportation costs will be reimbursed as incurred, including air transportation, ground transportation, and parking. The Contractor shall seek the lowest rates available when booking airfare and ground transportation.
 - All travel mileage, meals, and lodging expenses shall not exceed State-approved mileage and per diem rates at the time the expense occurred. The contractor/grantee is responsible for submitting invoices within 30 days in compliance with the current per diem and mileage rates, which change periodically. As of December 2017, these rates are as follows:
 - i. Mileage reimbursement: \$0.585 per mile. Current rates are available at: <http://humanresources.vermont.gov/compensation/expense-reimbursement>.
 - ii. Meal reimbursement: \$5.00 for breakfast; \$6.00 for lunch; \$12.85 for dinner. Current rates are available at: <http://humanresources.vermont.gov/compensation/expense-reimbursement>.
 - iii. Lodging: The contractor is responsible for ensuring the reasonableness of all lodging expenses. When arranging travel, employees and departments may reference the U.S. General Services Administration’s website (<http://www.gsa.gov/perdiem>) of per diem lodging rates for Montpelier,

- VT, to evaluate the reasonableness of lodging costs for travel destination.
- iv. Additional expenses (e.g., incidentals) are not reimbursable.
 - Travel expenses will be reimbursed within the existing total amount of the agreement.

6. **Invoices:** Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.

Invoices shall be emailed to GMCBInvoice@vermont.gov, copying Janeen Morrison (Janeen.morrison@vermont.gov) and Michele Degree (michele.degree@vermont.gov).

7. Upon full payment by the State, all products of the Contractor's work, including outlines, reports charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Contractor.

8. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:

Payment Schedule

Table 2: Budget Summary

| | Monthly Tasks (Table 3) | Tasks Payable Upon Completion (Table 4) | Sum Available for Ad Hoc Tasks* | Total Task Budget for Contract Year |
|-------------------------------|----------------------------|--|---------------------------------|-------------------------------------|
| Base Year 1 (1/1/18-12/31/18) | \$228,384 | \$531,922 | \$41,017 | \$801,323 |
| Base Year 2 (1/1/19-12/31/19) | \$199,704 | \$451,817 | \$0 | \$651,521 |
| Year 3/Option Year 1 (1/1/20- | \$167,520 | \$763,482 | \$47,637 | \$978,640 |
| Year 4/Option Year 2 (1/1/21- | \$178,008 | \$501,691 | \$78,976 | \$758,675 |
| TOTAL | \$773,616 | \$2,247,113 | \$169,429 | \$3,190,159 |

** If ad hoc dollars remain unspent in Contract Years 1-3, they shall be rolled into the available total for the following contract year.*

Table 3: Payment Schedule, Monthly - invoiced the first of every month

| Task | Deliverable | Monthly Amount | Option Year 1 Totals |
|---|---|-----------------|----------------------|
| 1 | Accessing, Processing and Validating Data; Ensuring Data Security | \$6,175 | \$74,100 |
| 8.2 | Ad hoc Reports - Monthly Analysis | \$3,344 | \$40,128 |
| 9.7 | Project Team Meetings | \$1,626 | \$19,512 |
| 9.8 | Project Status Reports, Issues Log, and Risk Log | \$2,815 | \$33,780 |
| Option Year 1 Totals for Monthly Tasks (12 months) | | \$13,960 | \$167,520 |

Table 4: Payment Schedule, Tasks Invoiced Upon Completion (Option Year 1)

| Option Year 1 (January 1, 2020 – December 31, 2020) | | | |
|---|------|---|----------|
| Date | Task | Deliverable | Amount |
| Jan-20 | 10.2 | Change Management Plan | \$3,775 |
| Jan-20 | 6.1 | Calculation and Reporting of Statewide Health Outcomes and Quality of Care Targets (2018 Final) | \$57,859 |
| Jan-20 | 2.3 | Medicare Total Cost of Care per Beneficiary Growth Target Results (2017 and 2018 Estimates) | \$26,500 |
| Jan-20 | 2.2 | All-Payer Total Cost of Care per Beneficiary Growth Target Results (2018 Annual) | \$20,244 |
| Jan-20 | 2.4 | Key Utilization, Cost and Prevalence Metrics (2018 Annual) | \$7,056 |
| Jan-20 | 7.1 | Report Design and Generation- 2018 Annual TCOC Memo and Pivot Tables | \$19,148 |
| Jan-20 | 9.6 | Project Management Plan | \$43,295 |
| Feb-20 | 2.2 | All-Payer Total Cost of Care per Beneficiary Growth Target Results (2019 Q2) | \$20,244 |
| Feb-20 | 2.4 | Key Utilization, Cost and Prevalence Metrics (2019 Q2) | \$7,056 |
| Feb-20 | 7.1 | Report Design and Generation- 2019Q2 TCOC Memo and Pivot Tables | \$19,148 |
| Feb-20 | 4.2 | Payer Differential Assessment Report- Draft | \$23,221 |
| Feb-20 | 4.1 | Annual Payer Differential Draft Report (2020) | \$18,975 |
| Mar-20 | 4.2 | Payer Differential Assessment Report- Final | \$23,221 |
| Mar-20 | 4.1 | Annual Payer Differential Final Report (2020) | \$18,975 |
| Mar-20 | 2.3 | Medicare Total Cost of Care per Beneficiary Growth Target Results (2018 Hypothetical Population) | \$14,455 |
| Apr -20 | 10.2 | Change Management Plan | \$3,775 |
| May-20 | 2.2 | All-Payer Total Cost of Care per Beneficiary Growth Target Results (2019Q3) | \$20,244 |
| May-20 | 2.4 | Key Utilization, Cost and Prevalence Metrics (2019 Q3) | \$7,056 |
| May-20 | 7.1 | Report Design and Generation- 2019Q3 TCOC Memo and Pivot Tables | \$19,148 |
| Jul-20 | 10.2 | Change Management Plan | \$3,775 |
| Aug-20 | 2.2 | All-Payer Total Cost of Care per Beneficiary Growth Target Results (2019Q4) | \$20,244 |
| Aug-20 | 2.4 | Key Utilization, Cost and Prevalence Metrics (2019 Q4) | \$7,056 |
| Aug-20 | 7.1 | Report Design and Generation- 2019Q4 TCOC Memo and Pivot Tables | \$19,148 |
| Sep-20 | 6.1 | Calculation and Reporting of Statewide Health Outcomes and Quality of Care Targets (2019 Interim) | \$57,925 |
| Oct-20 | 10.2 | Change Management Plan | \$3,775 |
| Oct-20 | 9.4 | Annual Meeting | \$14,508 |
| Oct-20 | 4.3 | Payer Differential Reduction Options Report - Draft | \$21,576 |
| Nov-20 | 2.2 | All-Payer Total Cost of Care per Beneficiary Growth Target Results (2020 Q1) | \$20,244 |
| Nov-20 | 2.4 | Key Utilization, Cost and Prevalence Metrics (2020 Q1) | \$7,056 |
| Nov-20 | 7.1 | Report Design and Generation-2020 Q1 TCOC Memo, and Pivot Tables | \$19,148 |

| Option Year 1 (January 1, 2020 – December 31, 2020) | | | |
|--|-----|---|------------------|
| Nov-20 | 5.1 | Calculating All-Payer and Medicare Scale Target Performance Results (2020) | \$36,078 |
| Nov-20 | 7.1 | Report Design and Generation- 2020 ACO Scale Target Interim Memo and Calculation Sheets | \$19,148 |
| Dec-20 | 6.1 | Calculation and Reporting of Statewide Health Outcomes and Quality of Care Targets (2019 Final) | \$57,925 |
| Dec-20 | 2.3 | Medicare Total Cost of Care per Beneficiary Growth Target Results (2019 Final Growth rates) | \$14,455 |
| Dec-20 | 4.3 | Payer Differential Reduction Options Report - Final | \$21,576 |
| Dec-20 | 2.2 | All-Payer Total Cost of Care per Beneficiary Growth Target Results 2020 Annual) | \$20,244 |
| Dec-20 | 2.4 | Key Utilization, Cost and Prevalence Metrics (2020 Annual) | \$7,056 |
| Dec-20 | 7.1 | Report Design and Generation- 2020 Annual TCOC Memo and Pivot Tables | \$19,148 |
| Option Year 1 Total Payable Upon Completion | | | \$763,480 |