

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 May 31, 2022 to May 31, 2024. The State extends the Contract for six months beyond November 30, 2023 to allow for runout of healthcare claims.
- 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. 4, 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	Year 5/ Option Year 3	Year 6/ Option Year 4
	1/1/2018- 12/31/2018	1/1/2019- 12/31/2019	1/1/2020- 12/31/2020	1/1/2021- 11/30/2021	12/1/2022- 11/30/2022	12/1/2023- 5/31/2024
Subject Matter Expert V	\$399.03	\$399.03	\$414.99	\$431.59	\$448.85	\$466.80
Subject Matter Expert IV	\$319.97	\$319.97	\$332.77	\$346.08	\$359.92	\$374.32
Subject Matter Expert III	\$276.80	\$276.80	\$287.87	\$299.39	\$311.37	\$323.82
Subject Matter Expert II	\$221.52	\$221.52	\$230.38	\$239.59	\$249.17	\$259.14
Subject Matter Expert I	\$183.58	\$183.58	\$190.92	\$198.56	\$206.50	\$214.76
Analyst II	\$133.09	\$133.09	\$138.41	\$143.95	\$149.71	\$155.70
Analyst I	\$113.43	\$113.43	\$117.97	\$122.69	\$127.60	\$132.70
Research Assistant	\$89.34	\$89.34	\$92.92	\$96.63	\$100.50	\$104.52
Communications Manager I	\$161.93	\$161.93	\$168.41	\$175.14	\$182.15	\$189.44
Administrative Production	\$103.48	\$103.48	\$107.62	\$111.93	\$116.41	\$121.07
Editor	\$121.16	\$121.16	\$126.00	\$131.04	\$136.28	\$141.73

The maximum amount payable under the Ad Hoc tasks of this contract shall not exceed \$250,049 over six years. 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 (1/1/20-12/31/20)	\$167,520	\$661,805	\$0	\$829,326
Year 4/Option Year 2 (1/1/21-11/30/21)	\$174,473	\$629,219	\$104,297	\$907,989
Year 5/Option Year 3 (12/1/22-11/30/22)	\$181,452	\$590,822	\$51,342	\$823,616
Year 6/Option Year 4 (12/1/23-5/31/24)	\$188,712	\$614,455	\$53,393	\$856,560
TOTAL	\$1,140,245	\$3,480,040	\$250,049	\$4,870,334

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

Task	Deliverable	Monthly Amount	Option Year 3 Totals
1	Accessing, Processing and Validating Data; Ensuring Data Security	\$6,047	\$72,564
8.2	Ad hoc Reports - Monthly Analysis	\$3,371	\$40,452
9.7	Project Team Meetings	\$4,853	\$58,236
9.8	Project Status Reports, Issues Log, and Risk Log	\$850	\$10,200
Option Year 3 Totals for Monthly Tasks (12 months)		\$15,121	\$181,452

Table 4: Payment Schedule, Tasks Invoiced Upon Completion (Option Year 3)

Task	Deliverables	Amount
2.2	Four Quarterly All Payer Total Cost of Care deliverables and One Annual Deliverable (Reports) per year	\$137,637
2.3	One Medicare Total Cost of Care deliverable, beneficiary list per year	\$7,781
2.4	Four Quarterly All Payer Total Cost of Care deliverables and One Annual Deliverable (Data) per year	\$69,362
4.1	One Annual Payer Differential Report per year	\$17,896
5.1	Two Calculating All-Payer and Medicare Scale Target Performance reports per year	\$75,566
6.1	Two HEDIS Quality deliverables per year	\$96,136
7.1	Four Quarterly All Payer TCOC Deliverables; One Annual Deliverable; and Two Scale Target Deliverables (Exhibits) per year	\$123,554
9.4	One Annual Meeting per year	\$16,338
9.6	One Communication log (Meetings) per year	\$16,656
10.2	Four Change Management Deliverables per year	\$29,896
Option Year 3 Total for Tasks Invoiced on Completion		\$590,822

Table 5: Payment Schedule, Monthly - invoiced the first of every month

Task	Deliverable	Monthly Amount	Option Year 4 Totals
1	Accessing, Processing and Validating Data; Ensuring Data Security	\$6,288	\$75,456
8.2	Ad hoc Reports - Monthly Analysis	\$3,506	\$42,072
9.7	Project Team Meetings	\$5,048	\$60,576
9.8	Project Status Reports, Issues Log, and Risk Log	\$884	\$10,608
Option Year 4 Totals for Monthly Tasks (12 months)		\$15,726	\$188,712

Table 6: Payment Schedule, Tasks Invoiced Upon Completion (Option Year 4)

Task	Deliverable	Amount
2.2	Four Quarterly All Payer Total Cost of Care deliverables and One Annual Deliverable (Reports) per year	\$143,142
2.3	One Medicare Total Cost of Care deliverable, beneficiary list per year	\$8,093
2.4	Four Quarterly All Payer Total Cost of Care deliverables and One Annual Deliverable (Data) per year	\$72,136
4.1	One Annual Payer Differential Report per year	\$18,612
5.1	Two Calculating All-Payer and Medicare Scale Target Performance reports per year	\$75,589
6.1	Two HEDIS Quality deliverables per year	\$99,981
7.1	Four Quarterly All Payer TCOC Deliverables; One Annual Deliverable; and Two Scale Target Deliverables (Exhibits) per year	\$128,496
9.4	One Annual Meeting per year	\$16,992
9.6	One Communication log (Meetings) per year	\$17,322
10.2	Four Change Management Deliverables per year	\$31,092
	Option Year 4 Total for Tasks Invoiced on Completion	\$614,455

9. 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.