

STATE OF VERMONT

Contract # 44591

Amendment 1

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Green Mountain Care Board (the "State") and Mathematica Inc., with a principal place of business in 955 Massachusetts Avenue, Suite 801, Cambridge, MA 02139, (the "Contractor") that the contract between them originally dated as of October 3, 2022, Contract # 44591, as amended to date, (the "Contract") is hereby amended as follows:

**I. Scope of Work:** Attachment A to the Contract is hereby deleted in its entirety and replaced by the Attachment A attached to this amendment. This amendment adds section 4.4 Health System Data Analytics and Resource Estimates to the Scope of Work.

**II. Payment Provisions.** Attachment B to the Contract is hereby deleted in its entirety and replaced by the Attachment B attached 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>

**Cybersecurity Standard Update 2023-01:** Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with *State of Vermont Cybersecurity Standard Update 2023-01*, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at:

<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives> .

This Contract Amendment consists of 10 pages. Except as modified by this Contract Amendment # 1, 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.*

By the State of Vermont:

6/8/2023

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

Signature:  \_\_\_\_\_  
Susan Barrett

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

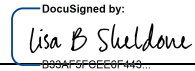
Executive Director

Title: \_\_\_\_\_

By the Contractor:

6/7/2023

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

Signature:  \_\_\_\_\_  
Lisa B Sheldone

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

Director, Contract Administration

Title: \_\_\_\_\_

**ATTACHMENT A – STATEMENT OF WORK****1. Background****Vermont All-Payer Accountable Care Organization Model**

The Vermont All-Payer Accountable Care Organization Model (“All-Payer Model” or “APM”) Agreement (the “Agreement”) was signed on October 26, 2016, by Vermont’s Governor, Secretary of Human Services, the Chair of the Green Mountain Care Board (GMCB), and the Centers for Medicare and Medicaid Services (CMS). The All-Payer Model aims to reduce health care cost growth and improve quality and access by moving away from fee-for-service reimbursement to risk-based arrangements for Accountable Care Organizations (ACOs); these arrangements are tied to quality and health outcomes.

Contractor shall provide technical support to the GMCB to support Vermont’s responsibilities under the APM Agreement and the State’s ACO regulatory program as requested, including expert insight, financial modeling, and technical expertise for developing and evaluating future value-based payment reform initiatives.

**Act 167 Section 2 (2022)**

Section 2 of [Act 167](#) (2022) requires that the GMCB, in collaboration with the Director of Health Care Reform in the Agency of Human Services, “develop and conduct a data-informed, patient-focused, community-inclusive engagement process for Vermont’s hospitals to reduce inefficiencies, lower costs, improve population health outcomes, reduce health inequities, and increase access to essential services while maintaining sufficient capacity for emergency management.”

Broad goals for Act 167 Section 2 include:

- Learning from health and human services providers and community members regarding unmet needs, local priorities, and barriers to delivery system transformation;
- Analyzing data and producing information necessary to support the provider and community engagement process, identify opportunities for hospital transformation, and assess resource needs and potential impacts;
- Clearly and consistently communicating the current state of Vermont’s hospital system and relevant trends to hospital leadership, key stakeholders, and community members;
- Supporting hospital preparedness for value-based payment models that holds providers accountable for cost and quality, as well as for changes in the delivery system;
- Structuring engagement in such a way that it avoids duplication or added burden, particularly for health and human services providers; and
- Building collaboration and engagement at the local level.

There are three streams of work associated with the goals of Act 167 Section 2:

1. Health system data analytics and resource estimates

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2. Broad community and provider engagement in and across all Hospital Service Areas in Vermont
3. Technical assistance for hospitals to develop localized transformation plans (not specified or funded in Act 167; this work to be led by Vermont's Agency of Human Services)

Act 167 specifies that the second work stream, "Broad community and provider engagement in and across all Hospital Service Areas in Vermont", includes and is informed by the first work stream, "data, information, and analysis necessary to support the engagement process including information and trends relating to the current and future states of the health care delivery system in each hospital service area, the effects of the hospitals in neighboring states on the health care services delivered in Vermont, the potential impacts of hospital system transformation on Vermont's nonhospital health care and social service providers, the workforce challenges in the health care and human services systems, and the impacts of the pandemic".

Section 4.4 of this Scope of Work outlines expectations for tasks related to the first stream of work: Health system data analytics and resource estimates.

The work of this contract will require coordination with other State of Vermont contractors working on additional tasks as described in Act 167 Section 2 including, community and provider engagement and hospital transformation.

## **2. Personnel**

The Contractor will notify the State of any personnel changes in writing within 30 days and will file changes to the contract file.

Mathematica Key Personnel:

- Sule Gerovich
- Steven Weiss

## **3. Contractor Sub-agreements**

The State acknowledges and understands that Contractor will enter into a sub-agreement with Kennell and Associates for the performance of Services hereunder. Contractor shall deliver a copy of all such sub-agreements to the State for review upon request. Provided further, that the Contractor will ensure that any sub-agreement meets State requirements, including, but not limited to, Attachment C, section 19, and Attachment D, section 2.3.

## **4. Scope of Work**

### **4.1. Technical Assistance and Program Support for Vermont's All-Payer Model**

Provide assistance to the State in implementing the current APM Agreement, evaluating current or future payment reform models, and planning for potential subsequent federal Agreements. Contractor(s) may:

- a. Provide technical assistance to related to current All-Payer Model activities. Work may include: Interpretation of APM Agreement requirements; and/or development of tools and models to enhance the State's decision-making related to the APM Agreement.
- b. Provide technical assistance related to quality and financial measures. Work may include: Measure specification development for quality and financial measures as required by State legislation or as requested by the Board; data collection and aggregation for measure calculation; and other activities related to quality, cost, and scale target measurement as identified by the State.
- c. Perform research, analysis, monitoring, and evaluation of existing payment reform models. This work should utilize Contractor's knowledge and expertise on payment and delivery system reform models in other states, and/or models being tested by the Center for Medicare and Medicaid Innovation (CMMI) or private payers, and may include analysis of other models' impact on the APM and/or development of new policy options.
- d. Advise the State related to development of a concept for a potential subsequent federal-state model. Work may include: Advising on new program design features, Agreement targets, and/or measure specifications and methodologies described in the Agreement; financial and policy modeling and/or analyses; measure specification development and modeling for quality and financial measures; and/or advising on subsequent State-federal negotiations.
- e. Engage stakeholders on issues related to the current APM Agreement and potential subsequent federal-state model. Work may include: Facilitating discussions regarding value-based payment models with key stakeholders; presenting financial models to Vermont stakeholders; developing materials to support stakeholder understanding of financial models; and facilitating stakeholder processes to vet model targets, including quality measure sets.

#### **4.2. Technical Assistance and Program Support for GACB Accountable Care Organization (ACO) Oversight Activities.**

Provide assistance to the Board in administering its ACO oversight responsibilities.

Contractor(s) may:

- a. Provide technical assistance to support the State's ACO budget review and ACO certification processes, including the ACO budget review process; initial ACO certification for new market entrants and annual verification of eligibility for continued certification; and ongoing monitoring and evaluation related to both processes. This may require work with the State and other State contractors to develop and/or revise criteria based on which to assess ACO regulatory submissions; review and analysis of ACO submissions based on these criteria, and/or quantitative and qualitative analyses as appropriate to

assess ACO performance relative to financial and quality benchmarks and targets, and relative to past performance; and evaluation of the impact of new ACO market entrants on the Vermont health care landscape.

#### **4.3. Financial Modeling and Actuarial Consulting for Existing and New Payment Reform Models.**

Conduct financial and actuarial analyses to support the State in evaluating current or future payment reform models, and planning for potential future APM Agreements.

Contractor(s) may:

- a. Provide financial modeling and actuarial consulting to support Vermont's continued transition from a fee-for-service health care payment structure to a value-based payment system. Work may include: Analyses of current methodology for calculating ACO's annual financial targets within the Medicare ACO program, and developing and modeling potential changes to the methodology; analyses related to hospitals, ACOs, independent providers, or other provider types; or analyses related to payer participation in the All-Payer Model. It is anticipated that any work would be completed using aggregate analytic files provided by the GMCB. Work will not include actuarial claims analysis.

#### **4.4 Health System Data Analytics and Resource Estimates**

Contractor shall support the Green Mountain Care Board and, under the direction of the State, other State contractors, in conducting data analytics to support a patient- and community-focused provider and community engagement process. Analytic work will include modeling, trends, and resource estimates to support other State contractors working to develop options and recommendations for the State, hospitals, and/or communities in line with the goals of Act 167 Section 2. This work will be undertaken in collaboration with AHS and additional contractors.

As such, the contractor will support the work of Act 167 Section 2, by:

- Reviewing and compiling available data, as requested and in the agreed upon format, so that it can be used by other State contractors to clearly communicate the current and projected states of the health care delivery system in each Hospital Service Area (HSA), region, or group of HSAs. This may include but is not limited to:
  - Reviewing existing reports, analyses, or data compilations to ensure non-duplication of work.
  - Assessments of rates of service use, service availability, efficiency, cost, quality, equity, consumer affordability, access, and emergency management capacity.
  - Effects of the use of hospitals in neighboring states by Vermonters on service availability, cost, and the financial solvency of Vermont hospitals.

- Impacts of the availability and quality of nonhospital health and social service providers (e.g., primary care, mental health, substance use disorder, emergency medical services, skilled nursing and long-term care facilities, visiting nurses and home health, etc.) on providers of primary, secondary and tertiary care in Vermont and, specifically, the extent to which hospital efficiency and quality is impeded by the lack of such services.
- Ongoing impacts of the COVID19 pandemic.
- Under the direction of the State, responding to requests from other State contractors for updated, expanded, or additional data sets or analysis needed to inform the engagement process.
- At the request of the State, working with the State, and other State contractors as needed, to develop criteria to assess readiness for and challenges to implementing value-based payments and delivery system reforms in the state, communities, regions, hospitals, or groups of HSAs (e.g., workforce, data systems, financial health, quality performance) and assist the State in prioritizing activities, regions, or transformation initiatives.
- At the request of the State, work with the State and other State contractors to provide feedback, perform analyses on, or model potential impacts of options, system reforms, or transformation initiatives identified through the community and provider engagement process. Determine the amount of resources that will be needed to implement these transformation initiatives. These resource estimates could include but are not limited to:
  - Analysis of cost, workforce needs, impacts of service offering changes, infrastructure or equipment needs, etc.
  - Exploring and establishing ways to assess the potential impacts of hospital system transformation on Vermont's nonhospital health care and social service providers, workforce challenges in the health care and human services systems, the impacts of the pandemic.
- As needed, review findings and underlying data with hospital leadership or boards, insurers, provider associations, or other stakeholders as requested by the State. This may include presenting at regional or statewide public meetings as requested.
- Attend weekly/monthly planning meetings with State and other contractors.
- Participating in community and stakeholder meetings, as requested.

Data gathering shall take place in collaboration with GMCB, AHS, hospitals and other health care provider organizations, payers and employers, and other stakeholders as appropriate. GMCB's existing data and analyses; existing data and analysis provided by AHS and its departments; and any data and analysis provided by hospitals, independent providers, payers and employers, or other sources should be leveraged where appropriate. It is expected that this work informs the hospital technical assistance and localized transformation planning described in Task 3 (not specified or funded in Act 167; this work to be led by Vermont's Agency of Human Services).

#### **4.5 Ad Hoc**

Additional deliverables may be mutually agreed upon based on State need and contractor capabilities. Deliverables will be specified using the Task Order development and approval process (Attachment F).

#### **5. Approach**

Contractor shall provide a project manager to work as the primary point of contact with the State. As a part of its project management duties, the Contractor Project Manager will attend an agreed upon number of informational and status meetings and, when appropriate, call and lead such meetings. Such meetings may include the Project Management Team assigned to this contract as well as the Project Management Lead(s) for other active contracts between Mathematica and the GMCB, the Contract Administrator, other consultants, elected officials, and other stakeholders as designated by the State.

The Contractor Project Manager shall work directly with the State Project Manager to define, manage, and control the project scope, timeline, issue escalation and resolution processes. All work shall be specified using the Task Order development and approval process (Attachment F) and no work shall be done until a Task Order has been signed by the Contractor and the State.

Contractor shall deliver written status reports on a bi-weekly basis. Status information shall include, at a minimum: all planned tasks accomplished, planned tasks that are incomplete, or behind schedule in the previous week (with reasons given for those behind schedule); all tasks planned for the upcoming two weeks; an updated status of tasks (entered into the project plan and attached to the status report – e.g., percent completed, resources assigned to tasks, etc.); and the status of any corrective actions undertaken. The report will also contain items such as the current status of the project's technical progress and contractual obligations; achievements to date; risk management activities; unresolved issues; requirements to resolve unresolved issues; action items; problems; installation and maintenance results; and significant changes to Contractor's organization or method of operation, to the project management team, or to the deliverable schedule, where applicable.

In addition, Contractor will create and routinely update the project plan, if any, to reflect changes in the nature and timing of project activities, all changes being subject to the State Project Manager's approval. Project deliverables and activities will be subject to the State's quality management process to be defined by the State prior to the project kick-off. Contractor shall provide written draft products for State review and feedback, and incorporate State feedback into final written products to the satisfaction of the State prior to payment.



**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 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. 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
  - b. 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.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. 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.
5. EXPENSES: The fee for services shall be inclusive of Contractor expenses.
6. Invoices shall be submitted to the State at [GMCB.invoice@vermont.gov](mailto:GMCB.invoice@vermont.gov).
7. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows: monthly.
8. The hourly rates of assigned staff for the base period are as follows:

<b>Service Category/Title of Positions</b>	<b>Hourly Rate</b>
Corporate Executive Strategic Advisor	\$488.94
Senior Fellow/Director	\$386.23
Principal	\$299.98
Subject Matter Expert II	\$241.30

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Subject Matter Expert I	\$206.69
Analyst	\$128.63
Associate	\$101.33
Sr. Coordinator	\$119.85

9. This contract can be extended up to two (2) additional 12-month periods with mutual agreement between both parties:
- a. Year 3/Optional Year 1 Increase: Not to Exceed 3.0% over base period hourly rates
  - b. Year 4/Optional Year 2 Increase: Not to Exceed 6.09% over base period hourly rates