

### AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and the University of Massachusetts Medical School (hereafter called the "Contractor") that the contract on the subject of customer satisfaction and experience evaluations, effective September 26, 2014, is hereby amended effective December 31, 2014, as follows:

**1. By deleting Section 4 (Contract Term) on page 1 of 30, and substituting in lieu thereof the following Section 4:**

**4. Contract Term.** The period of the Contractor's performance shall begin on September 26, 2014 and end on August 31, 2015.

**2. By deleting Section 8 (Attachments) beginning on page 1 of 30, and substituting in lieu thereof the following Section 8:**

**8. Attachments.** This contract consists of 30 pages including the following attachments, which are incorporated herein:

Attachment A - Specifications of Work to be Performed

Attachment B - Payment Provisions

Attachment C - Customary State Contract provisions

Attachment D - Modifications to Customary State Contract Provisions

Attachment H - Business Partner Agreement

Attachment F - Customary Contract Provisions of the Agency of Human Services

Appendix I - Required Forms

The order of precedence of documents shall be as follows:

- 1). This document
- 2). Attachment D
- 3). Attachment C
- 4). Attachment A
- 5). Attachment B
- 6). Attachment H
- 7). Attachment F
- 8). Other Attachments

**3. By deleting Section A (Overview) within Attachment A, beginning on page 3 of 30, and substituting in lieu thereof the following Section A:**

**A. Overview**

The Contractor, with feedback from the State, will provide a Customer Satisfaction and Experience Evaluation of Vermonters who began or completed an application for health insurance during the 2014-2015 open enrollment period. The goal of this evaluation is to provide actionable information that will help the State refine and improve the Vermont Health Connect (VHC) customer service and enrollment experience.

The State has identified three sub-populations for the Customer Satisfaction and Experience Evaluation:

- **Sub-population #1:** Those who began or completed an application but did not choose a plan

- **Sub-population #2:** Those who chose, changed, or renewed a Qualified Health Plan and paid a premium
- **Sub-population #3:** Those who enrolled in Vermont's Medicaid Program

The Contractor shall meet the goal of both gathering high quality information for the State and providing the State with actionable information by August 31, 2015 by engaging with two main components: customer focus groups and a larger quantitative mixed-mode survey.

- **Customer Focus Groups:** The Contractor will conduct a separate focus group for each of the three sub-populations in order to provide the State with information and recommendations in order to inform the upcoming 2015/2016 open enrollment period by March 15, 2015. The findings from these focus groups will also help to inform the development of the mixed-mode survey. The focus groups will include a combined minimum total of 20 individuals.
- **Mixed-mode Survey:** The Contractor will conduct a mixed-mode survey using mail, telephone, and online modes. The Contractor will survey a total sample size of 8,000, which shall consist of 2,000 individuals for sub-population #1; 4,000 individuals for sub-population #2; and 2,000 individuals for sub-population #3. The Contractor shall assume a response rate of at least 30% for a targeted total of 2,400 completed surveys.

As a result of these two main components, the Contractor will conduct a Customer Satisfaction and Experience Evaluation that is both "mixed-methods" (using two methods of focus groups, followed by a quantitative survey) and "mixed-mode" (using mail, phone, and online methods).

4. **By deleting the last bullet of Phase 1 Deliverable on page 4 of 30 of the base contract, "Clear delineation of State and Contractor responsibilities, including planning the execution of data use agreements and specification of data elements required by the State."**
5. **By deleting the first two paragraphs of Section C (Phase 2: Execution and Evaluation of Plan) within Attachment A, beginning on page 4 of 30 of the base agreement, and substituting in lieu thereof the following first two paragraphs of Section C:**

After presenting and finalizing the evaluation plan in Phase 1, the Contractor will execute the plan through the methods described below. Implementation of the evaluation plan shall not commence until the State has approved the evaluation plan that is developed and presented to the State in Phase 1.

The Contractor shall conduct a study that will use focus groups to accomplish two objectives:

- Deliver initial customer experience findings by March 15, 2015, in order to provide actionable information for the upcoming 2015/2016 open enrollment period
- Inform the design of the customer experience survey instrument

6. **By deleting Section E (Deliverables) within Attachment A, beginning on page 8 of 30 of the base agreement, and substituting in lieu thereof the following Section E:**

**E. Deliverables**

In accordance with the scope described within this Attachment A, the Contractor shall provide the State with the deliverables outlined below. The evaluation plan, reports, and presentations

will be presented by the Contractor at a location to be determined by the State. The completion of a deliverable assumes that the Contractor has met all targets and expectations as outlined in Attachment A. Upon completion of a deliverable, the Contractor shall submit the signed Deliverable Approval form (Appendix I) to the State for acceptance. If the deliverable meets the acceptance criteria established within this Attachment A, the State Authorized Representative will sign the form and email it back to the Contractor. Acceptance of the deliverables/products by the State via Deliverable Approval form shall represent the Contractor's fulfillment of the project assignment. The State will have thirty days to acknowledge the final deliverables/products or to reject them. If the deliverable does not meet the criteria of acceptance by the State, the State shall provide feedback and comments to the Contractor. The Contractor shall provide documentation of accepted deliverables with submission of monthly invoices.

1. Conduct stakeholder meetings and produce final evaluation plan: the final evaluation plan will feature the proposed mechanism and timeline for refining the research questions, gaining stakeholder feedback, and conducting the focus groups and mixed-method survey. The final evaluation plan shall incorporate input from State staff and Vermont Stakeholders.
  2. Design and conduct three focus groups and produce a mid-term report and presentation based on the findings from the focus group. The mid-term report shall be a narrative document and an accompanying presentation by April 30, 2015 that provides the results and analysis from the three consumer focus groups and initial recommendations for improving the VHC customer service and enrollment experience.
  3. Design, program, and launch the mixed-mode survey. Success of the mixed-mode survey includes sampling a population of 8,000.
  4. Deliver the mid-term data set from the mixed-mode survey in order for the State to see preliminary results in advance of receiving the final data set and final report
  5. Produce a final report and presentation on the analysis of the evaluation. The final report will provide an analysis of the evaluation findings and an accompanying final presentation to the State that presents the analysis of the consumer survey instrument and provides recommendations for Vermont as it seeks to ensure high quality customer experience. The final report will be delivered no later than August 31, 2015.
7. **By deleting Section F (Responsibilities of the Contractor) within Attachment A, beginning on page 8 of 30 of the base agreement, and substituting in lieu thereof the following Section F:**

**F. Responsibilities of the Contractor**

The Contractor is responsible for the activities and deliverables described below:

- Work with the State to establish dates, times, and locations for information gathering sessions with State staff and stakeholders
- Provide a draft evaluation plan that includes the proposed mechanism and timeline for refining research questions, conducting focus groups, and fielding the mixed-mode survey
- Deliver a final evaluation plan no later than November 1, 2014
- Recruit consumers for three focus groups and conduct the focus groups using the consumer lists provided by the State and the phone recruiting script and participant consent form approved by the State.
- Cover the cost of stipends, postage and all aspects of the facilitation of the focus groups and other survey tools

- Synthesize the information gained from the focus group and deliver a mid-term report and presentation by April 30, 2015
- Develop the survey instrument, solicit feedback from the State and stakeholders, and finalize the survey instrument
- Field the mixed-mode survey using mail, phone, and online methodologies
- Provide mid-term data from the mixed-mode survey mid-way through the data collection period so that the State has access to early results
- Perform all necessary data cleaning, preparation, and analysis of the survey data
- Provide final raw data and clean data to the State using secure HIPAA-compliant protocols
- Deliver a final report on the analysis of the evaluation findings and a final presentation to the State

**8. By deleting Attachment E (Business Associate Agreement) beginning on page 18 of 30 of the base agreement, and substituting in lieu thereof Attachment H (Business Partner Agreement) which is an attachment to this amendment beginning on page 5.**

This amendment consists of 8 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#27401) dated September 26, 2014 shall remain unchanged and in full force and effect.

**STATE OF VERMONT**

**CONTRACTOR**

**DEPARTMENT OF VERMONT HEALTH ACCESS**

**UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL**

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ROBERT SKOWRONSKI                      DATE  
312 Hurricane Lane, Suite 201  
Williston, VT 05495-2087  
Phone: 802-879-5901  
Email: Robert.Skowronski@state.vt.us

\_\_\_\_\_  
GINA MARZILLI SHAUGHNESSY, ASSISTANT DIRECTOR    DATE  
555 Lake Avenue North  
Worcester, MA 01655  
Phone: 508-856-8126  
Email: Gina.Shaughnessy@umassmed.edu

ATTACHMENT H  
BUSINESS PARTNER AGREEMENT

**THIS BUSINESS PARTNER AGREEMENT (“AGREEMENT”) IS ENTERED INTO BY AND BETWEEN THE STATE OF VERMONT, AGENCY OF HUMAN SERVICES OPERATING BY AND THROUGH ITS DEPARTMENT OF VERMONT HEALTH ACCESS (“DVHA”) AND THE UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL (“BUSINESS PARTNER”) AS OF SEPTEMBER 26, 2014 (“EFFECTIVE DATE”). THIS AGREEMENT SUPPLEMENTS AND IS MADE A PART OF THE CONTRACT TO WHICH IT IS ATTACHED.**

DVHA and Business Partner (“the Parties”) agree to comply with the terms of this Agreement and the standards promulgated under the Patient Protection and Affordable Care Act of 2010 (Public Law 111-148) as amended by the Health Care and Education Reconciliation Act (Public Law 111-152), and referred to collectively as the Affordable Care Act (ACA), and 45 CFR §155.260, “Privacy and security of personally identifiable information.” Business Partner information that constitutes protected health information (PHI) may have additional standards to which the Business Partner must adhere, which would be set out in a separate agreement.

**1. Definitions** All capitalized terms in this Agreement have the meanings identified in this Agreement and 45 CFR Part 155, “Exchange Establishment Standards and Other Related Standards Under the Affordable Care Act.”

- 1.1 The term “**Services**” includes all work performed by the Business Partner for or on behalf of DVHA that requires the access, collection, use and/or disclosure of personally identifiable information (PII).
- 1.2 The term “**PII**” refers to personally identifiable information in any medium, including electronic, which can be used to distinguish or trace an individual’s identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name.
- 1.3 The term “**Minimum Functions**” includes all work performed (or Contracted to be performed) pursuant to subpart C of 45 CFR 155, if such work requires the Business Partner to create, collect, use, or disclose PII.
- 1.4 The term “**Agreement**” refers to this Business Partner Agreement, which details the privacy and security requirements that the Parties must adhere to.
- 1.5 The term “**Individual**” includes applicants, enrollees, and qualified individuals applying for coverage at the Vermont Health Insurance Exchange or Medicaid Agency.
- 1.6 The term “**Breach**” means the loss of control, compromise, and unauthorized disclosure, acquisition, access, or use, and any similar term referring to situations where: (a) PII is used for an unauthorized purpose, or (b) persons other than authorized users have access or potential access to PII.

**2. Authorized Uses/Disclosures of PII**

- 2.1 Except as limited in this Agreement, Business Partner may only create, collect, use or disclose PII to the extent necessary to perform Services specified in the underlying Contract with DVHA. In the course of providing Services, Business Partner shall not use or disclose

PII in any manner that would constitute a violation of 45 CFR §155.260 if used or disclosed by DVHA.

2.2 Business Partner may make PII available to its employees who need access to perform Services and/or Minimum Functions, provided that Business Partner makes such employees aware of the creation, collection, use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Partner must also require workforce compliance with 45 CFR §155.260 when employees create, collect, use, or disclose PII in the course of providing Services

3. **Privacy Requirements** Uses and disclosures of PII to carry out the Services identified in the Contract must be of the minimum amount of PII necessary to perform the services. Business Partner may not create, collect, use or disclose PII gathered for the purposes listed in 45 CFR §155.260(a)(1) while performing Minimum Functions unless the creation, collection, use or disclosure is consistent with the written policies and procedures identified by the State in accordance with 45 CFR §155.260. In addition, Business Partner must ensure workforce compliance with these policies and procedures
4. **Security Safeguard Requirements**  
Business Partner shall implement and use appropriate safeguards to prevent the use or disclosure of PII except as provided for by this Agreement, an Interconnection Security Agreement, if applicable, and as set forth in 45 CFR 155.260(a)(3)(vii) and (4).
5. **Documenting and Reporting Breaches**  
Business Partner shall report to DVHA any Breach of PII as soon as it (or any of its employees or agents) becomes aware of such Breach, and in no case later than one (1) hour after it (or any of its employees or agents) become aware of the Breach. If a Breach of PII occurred for which one of Business Partner's employees or agents was responsible, upon DVHA's request, Business Partner shall provide notice to the individual(s) whose PII was the subject of the Breach. When required to provide notice, Business Partner shall consult with DVHA about the timeliness, content and method of notice, and shall receive DVHA's approval concerning these elements. When a Breach of PII occurred for which one of Business Partner's employees or agents was responsible, the cost of notice and related remedies shall be borne by Business Partner and Business Partner shall also be responsible for any reporting as required by 9 V.S.A. § 2435.
6. **Mitigation and Corrective Action Requirements** Business Partner shall mitigate, to the extent practicable, any harmful effect that is known to it of a Breach of PII for which one of Business Partner's employees or agents was responsible. Business Partner shall draft and carry out a plan of corrective action to address any incident of impermissible collection, use or disclosure of PII for which one of Business Partner's employees or agents was responsible, subject to DVHA's prior review and written approval.
7. **Requirements for Agreements with Third Parties** Business Partner may only disclose PII to its agents, including subcontractors, for the purposes authorized by this Agreement. Business Partner shall ensure that any agent (including any subcontractor) to whom it provides PII received from DVHA or created or received by Business Partner on behalf of DVHA agrees in a written agreement to the same PII restrictions and conditions that apply through this Agreement to Business Partner. Business Partner must enter into the written agreement and obtain the prior

written consent of DVHA before any use or disclosure of PII to such agent. The written agreement must identify DVHA as a direct and intended third party beneficiary with the right to enforce any Breach of the agreement concerning the use or disclosure of PII. Business Partner shall provide a copy of the signed agreement to DVHA upon request.

## **8. Termination**

8.1 This Agreement commences on the Effective Date and shall remain in effect until August 31, 2015 or until all of the PII provided by DVHA to Business Partner or created or received by Business Partner on behalf of DVHA is destroyed or returned to DVHA subject to Section 9.

8.2 If Business Partner breaches any material term of this Agreement, DVHA, without liability or penalty, may either: (a) provide in writing an opportunity and time frame for Business Partner to cure the breach and terminate the Contract if Business Partner fails to cure; or (b) immediately terminate the Contract if DVHA believes that cure is not reasonably possible. DVHA has the right to seek to cure any breach by Business Partner and this right, regardless of whether DVHA cures such breach, does not lessen any right or remedy available to DVHA at law, in equity, or under the Contract, nor does it lessen Business Partner's responsibility for such breach or its duty to cure such breach.

## **9. Responsibility for the Return/Destruction of PII**

9.1 Business Partner, in connection with the expiration or termination of the Contract, shall return or destroy, at the discretion of DVHA, all PII received from DVHA or created or received by Business Partner on behalf of DVHA pursuant to the Contract that Business Partner still maintains within thirty (30) days after such expiration or termination. Business Partner shall not retain any copies of the PII. Within the thirty (30) day period, Business Partner shall certify in writing to DVHA that (1) all PII has been returned or destroyed, and (2) Business Partner does not continue to maintain any PII.

9.2 Business Partner shall provide to DVHA notification of any conditions that Business Partner believes make the return or destruction of PII infeasible. If DVHA agrees that return or destruction is infeasible, Business Partner shall extend the protections of this Agreement to such PII and limit further uses and disclosures of such PII to those conditions that make the return or destruction infeasible for so long as Business Partner maintains such PII.

**10. Penalties** Business Partner understands that it may be subject to a civil penalty, in addition to other penalties that may be prescribed by law, resulting from the improper creation, collection, use or disclosure of PII. In addition, violations of this Agreement may result in notification by DVHA to law enforcement officials and regulatory, accreditation, and licensure organizations.

**11. Training** Business Partner shall participate in training regarding the use, confidentiality, and security of PII at DVHA's request.

**12. Miscellaneous**

- 12.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract, the terms of this Agreement shall govern with respect to its subject matter. Otherwise the terms of the Contract continue in effect.
- 12.2 Business Partner shall cooperate with DVHA to amend this Agreement from time to time as is necessary for DVHA to comply with 45 CFR §155.260 or any other standards promulgated under the ACA, or DVHA's contractual obligations to CMS.
- 12.3 Any ambiguity in this Agreement shall be resolved to permit DVHA to comply with 45 CFR §155.260, or any other standards promulgated under the ACA, or DVHA's contractual obligations to CMS.
- 12.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., the ACA) in construing the meaning and effect of this Agreement.
- 12.5 As between Business Partner and DVHA, DVHA owns all PII provided by DVHA to Business Partner or created or received by Business Partner on behalf of DVHA.
- 12.6 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement.

In performing the Services specified in the underlying Contract with DVHA, Business Partner (or any employee agent, or subcontractor of the Contractor), will not access, collect, use or disclose any Federal Tax Information (FTI).