

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
DATASTAT INC.

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CONTRACT #41764
AMENDMENT #3

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (the "State") and DataStat, Inc., with a principal place of business in Ann Arbor, Michigan (the "Contractor") that the Contract between them originally dated as of July 1, 2021, Contract #41764 (the "Contract"), is hereby amended as follows:

- I. **Maximum Amount.** The Maximum Amount, wherever such references appear in the Contract, shall be deleted and replaced with \$742,698.16, representing an increase of \$281,514.00.
- II. **Contract Term.** The Contract Term end date, wherever such references appear in the Contract, shall be deleted and replaced with June 30, 2024. This Contract may be renewed for an additional one (1) one-year period.
- III. **Attachment A, Scope of Work.** The scope of work is hereby modified by the addition of Section 4 (Tasks for the period of July 1, 2023 through June 30, 2024) as set forth in Attachment 1 on Page 3 of this Amendment 3.
- IV. **Attachment B, Payment Provisions.** Attachment B is hereby modified by deleting Section 11 in its entirety and replacing as set forth in Attachment 2 on Page 13 of this Amendment 3.

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>.

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>

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This document consists of 14 pages. Except as modified by this Amendment No. 3, all provisions of the Contract remain in full force and effect.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

STATE OF VERMONT

DEPARTMENT OF VERMONT HEALTH ACCESS

DocuSigned by: Andrea De La Bruere 6/28/2023

ANDREA DE LA BRUERE, COMMISSIONER

NOB 1 South, 280 State Drive

Waterbury, VT 05671

Phone: 802-503-7482

Email: Andrea.DeLaBruere@vermont.gov

CONTRACTOR

DATASTAT, INC.

DocuSigned by: Maribelle S. Weindorf 6/28/2023

MARIBELLE S. WEINDORF

3975 Research Park Dr,

Ann Arbor, Michigan 48108

Phone: 734-994-0540

Email: mweindorf@datastat.com

MODIFICATIONS TO ATTACHMENT A

4. Tasks for the period of July 1, 2023 through June 30, 2024

TASK 1: 2023 State of Vermont PCMH CAHPS 3.0 Survey Project

Contractor will collaborate with the State to collect data using the updated C&G CAHPS 3.0, plus PCMH question module survey instrument for adults or children, and supplemental questions for each population. Sampling will be standard point-in-time, using NCQA guidelines to determine sample size for each practice. Oversampling will be conducted with the written request of the State or the practice, with the State's approval. Materials will be customized with practice logos or with a single logo provided by the State. A mail only protocol based on NCQA CAHPS PCMH protocol guidelines will be followed. The survey will be conducted in English and Spanish. Deliverables will be reports for each practice, delivered in Excel, and data submission to the State. As previously determined by the State, participating practices will not have the option of submitting their results to NCQA as part of the NCQA CAHPS PCMH Recognition Program, in order to earn Special Distinction in Patient Experience Reporting. Approximately 135-140 PRACTICES associated with the State's efforts will participate in the survey. A finalized detail of the participating sites, and contact information for each site, will be provided by the State. Contractor will work closely with the State and the practices to generate the required sample frames and other materials for the project.

The following is a description of the 2023 State of Vermont PCMH CAHPS 3.0 Survey Project activities:

A. *Sampling*

- Sample Frames: Up to 140 practice sites (see table below)
- Sample frame eligibility: Adults or children who have been seen by an eligible provider in the last 6 months
- Sampling plan: Per NCQA sampling plan, based on the "n" of eligible providers
- Oversampling upon request of the State or practice (with approval of the State)
- Total sample n = TBD
- Sample source: Participating Practice sites
- Preferred Language Variable: No
- Sample with replacements for bad addresses
- Standard deduplication: One selected case per household and Statewide CAHPS
- National Change of Address (NCOA)

# of Providers at site	# Practices
1	6
2-3	30
4-9	67
10-13	20
14-19	7
20-28	3
29+	1

B. Mail Materials and Protocol

Materials

- Adult C&G CAHPS 3.0 survey instrument, plus PCMH question module
- Child C&G CAHPS 3.0 survey instrument, plus PCMH question module
- Supplemental questions: TBD Adult and TBD Child
- Questionnaire: 8 pages (both Adult and Child)
- Practice site logo for cover/ reminder letters and questionnaire
- Practice site signature for cover/reminder letters
- If Practice Site does not provide or approve site logos or signatures, a default printed site name and signature will be used for the cover letter and questionnaire
- Contractor will include a URL link and username, along with a QR code, on the cover letters for patients to complete the survey online

Web Site Preparation:

- Contractor will program a website, incorporating the Practice Site logo used in other materials, to allow survey response via a web-based survey in English and Spanish.
- Contractor will provide the State the opportunity to review the web-based survey tool for final approval.

Protocol:

- Mail methodology with web response option – consists of: 1st Survey Packet, Reminder Letter, 2nd Survey Packet to non-responders
- No phone follow-up

Languages:

- English
- Spanish – 2nd mail request
- Contractor will perform translations for miscellaneous project needs

Completion Criteria:

- Respondent answers one or more survey questions
- Responses indicate that the respondent meets the eligible population

Respondent support:

- Toll-free telephone support
- Alternate language requests will be accommodated.
- Times: Answered live: 9am – 8 pm ET

C. Reporting / Deliverables

Project updates:

- Project plan and timeline
- Status updates throughout field period

- Periodic status updates throughout field period

Datasets:

- Submit merged standard response/non-response dataset with ACO payer data
- Format: SAS, SPSS, or Excel (TBD)
- Receive ACO membership dataset from each ACO

Final Reporting:

- Practice level reports, delivered in Excel
- Reports are delivered to each practice at the conclusion of the data collection

Submissions:

- None

Record Retention:

- Contractor will maintain all electronic project records for **three (3)** years. Contractor will shred all returned questionnaires, upon the conclusion of the data collection period, unless other arrangements are made with the Contractor's Project Manager.

TASK 2: Project Specifications: 2023 State of Vermont Adult Medicaid and Child Medicaid (with Children with Chronic Conditions (CCC) CAHPS 5.1 Survey Project

Contractor will conduct the survey administration phase of the 2023 Consumer Assessment of Healthcare Providers and Systems (CAHPS^{®1}) Survey Project for the State of Vermont Medicaid Program for its adult and child populations.

The sample will include one (1) Statewide sample that includes eligible Adult Medicaid beneficiaries, and one (1) Statewide sample of eligible Child Medicaid beneficiaries. The Adult Medicaid CAHPS 5.1H Survey and Child Medicaid CAHPS 5.1H with CCC Survey will be used. The data collected will **not** be submitted to NCQA. The data collected will be submitted to the CAHPS Benchmarking Database in June 2024.

The following is a description of the draft anticipated 2023 State of Vermont Adult and Child (with CCC) CAHPS 5.1 Survey Project activities:

A. Sampling

- Adult Medicaid sample: 1,650 + 30% Oversample
- Child Medicaid sample: 1,650 + 30% Oversample
- CCC Oversample: 1840
- Total Sample n = 6,130
- VT Medicaid may elect to oversample
- VT Medicaid will provide eligible sample frame
- Contractor will use a random sampling method

¹ CAHPS[®] is a registered trademark of the Agency for Healthcare Research and Quality.

- Sample with replacements when duplicate household records, cases with inadequate addresses, or cases with inadequate phone numbers, as applicable, are encountered
- NCOA and telephone number verification/update (land and cell)

B. Mail Materials and Protocol

Materials

- Adult Medicaid CAHPS 5.1H Survey Instrument
- Child Medicaid (with CCC) CAHPS 5.1H Survey Instrument
- Supplemental questions: Adult: 8; Child: 8
- Adult and Child questionnaire: 8 pages
- VT Medicaid logo for cover letters and questionnaire
- VT Medicaid signature for cover letters
- Cover letters included with English survey packets will include customized Spanish text on back side with toll-free number for members to call and request a Spanish interview over the phone
- Contractor will conduct Spanish translation of project materials, as needed

Web Site Preparation:

- Contractor will program a website, incorporating the logo used in other materials, to allow survey response via a web-based survey in English and Spanish.
- Contractor will provide the State the opportunity to review the web-based survey tool for final approval.

Protocol:

- Mixed Mode: Mail with Phone Follow-up
- Mail: English only (1st Survey Packet, 1st Reminder Postcard, 2nd Survey Packet)
- Spanish: CATI request only
- Phone: 3 callback maximum
- Passive proxy allowed

Languages:

- English
- Spanish: CATI request only
- Contractor will conduct Spanish translation of project materials, as needed

Completion Criteria:

- The respondent answers 3 of 5 required survey questions
- Responses indicate that the respondent meets the eligible population criteria

Respondent support:

- Toll-free telephone support
- Alternate language requests will be accommodated
- Times: Answered live: 9am – 8 pm ET

C. Reporting / Deliverables

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Project updates:

- Status updates throughout field period (i.e., weekly disposition reports)

Datasets:

- Standard Response data set
- VT Medicaid to provide format specifications (i.e., data file layout), if necessary
- Format: Excel

Standard Overview reports:

- One (1) Adult Medicaid report
- One (1) Child Medicaid report

Submissions:

- CAHPS Health Plan Database in June 2024

Record Retention:

- Contractor will maintain all records and scanned images of returned, completed surveys for **three (3)** years. Upon expiration of the required period, Contractor will shred all archived data, unless other arrangements are made with the Contractor's Project Manager.

Standard Services and Protocols for the period of July 1, 2023 through June 30, 2024

Services and protocols described below apply to all survey projects unless otherwise stated in the Project Specifications.

A. Sampling

1. The sample frame file shall be submitted to the Contractor in a prescribed standard format with fixed fields, fixed length records, and no delimiters. All required data file elements must be included in the sample frame. A data file layout shall accompany the sample frame.
2. The sample frame shall be submitted to the Contractor through the Contractor's Transfer Center – a website utilizing 256-bit encryption through SSL to securely transfer files using a web browser, or on physical media (CD-ROM, diskette), encrypted.
3. Upon receiving the sample frame representing all eligible enrollment data files, the Contractor will check the file for accuracy and completeness, and will review and refine it for appropriateness as a sampling frame. Contractor will work with State staff to resolve any sample frame data file problems, as needed.
4. Contractor will de-duplicate the data files to ensure that each member is represented only once in the sampling frame.
5. From the set of all eligible members, a sample will be drawn using standard random or other selection procedures, per project specifications.
6. After the sample has been selected, Contractor will use a National Change of Address (NCOA) service to update address information.
7. Selected sample(s) will be de-duplicated to ensure that only one member per household appears.

B. Mail Data Collection -- If a project requires mail data collection, the following standards and protocols will apply.

8. Questionnaires will be formatted using Contractors's standard layout and design, which will produce an instrument of a length determined by project specifications.
9. Supplemental questions may be added to the questionnaire, if allowed by the survey protocol. Contractor will work with the State to arrive at the optimal language and placement for supplemental items, in accordance with any language, placement, and other protocol requirements.
10. Length of survey instruments is a key element in survey cost; Contractor will notify the State to discuss any additional costs or timeline impact if the questionnaire layout results in an instrument longer than anticipated.

11. Letter text will be based on project specifications. The length of the text will allow for Contractors' standard formatting and accommodate the use of the Contractors standard outgoing envelope. Contractor will work with the State to revise the text of this letter, as needed.
12. Cover letters will be customized with the name and verified address of the selected member, and other customizations per project specifications.
13. Prior to producing final materials to be mailed, Contractor will provide the State with examples of all materials for approval, if allowed by the survey sponsor.
14. Using Contractors in-house mail production equipment; and Contractor will create and mail to each individual in the sample their customized survey in a personalized survey packet with the following format:
 - a. **Outgoing envelope:**
 - White, appropriately sized windowed envelope provided by Contractor
 - States name or logo, Contractors return address, selected member's name and verified address and other customizations per project specifications, via appropriately sized envelope windows
 - First class postage imprint
 - USPS "Electronic Address Service" used on the initial mail piece
 - b. **Questionnaire:**
 - Formatted Microsoft Word file
 - Printed in-house on white sheets of 11x17 paper, folded to produce a booklet per specified length
 - Customized to individual member level with insertion of bar-coded tracking data
 - c. **Cover letter:**
 - Laser printing, allowing for text insertions, member name and address, signature and other customizations per project specifications, printed in black
 - Text per project specifications; length will accommodate Contractors' format requirements
 - d. **Return envelope:**
 - Appropriately-sized, white return envelope with Contractor's address inserted into each outbound packet
 - Business reply imprint on the return envelope, using Contractor's business reply account
15. As undeliverable surveys and alternate addresses are returned to Contractor by the postal service, Contractor will update internal records accordingly.
16. Contractor will cease all subsequent follow-up efforts to any individual having expressed a desire not to participate in the survey project.
17. As surveys are returned, Contractor will enter all received data into the appropriate computer system. After data entry has been completed, Contractor will conduct data cleaning and perform both format and outlier checks, according to Contractor standards.
18. Completeness testing will be conducted per project specifications.

C. Telephone Data Collection - If a project requires electronic telephone data collection (Computer Assisted Telephone interviewing or CATI), the following standards and protocols apply.

19. Contractor will program the State's customized telephone survey for our Computer Assisted Telephone Interviewing (CATI) system.
20. Contractor will provide the State the programmed CATI instrument for previewing and approval, as needed and allowed, prior to fielding.
21. Contractor will use a telephone number verification service to locate and update telephone numbers.
22. Consent to use all telephone numbers provided to Contractor by the State to conduct the survey shall be assumed during electronic telephone data collection.
23. All telephone numbers, regardless of source, will be screened prior to use in electronic telephone data collection to identify those which are associated with cell phones, in order to dial them appropriately and according to TCPA regulations.
24. Call attempts will be made to each sample case in the telephone follow-up database; calls will be distributed by our sample management system across daytimes, evenings and weekends to determine viability of the number.
25. Every effort will be made to interview difficult to reach respondents. This will include:
 - After determining that the telephone number in the sample database is incorrect, steps will be taken to find the correct number, up to and including accepting new telephone numbers for the respondent taken from another member of the household.
 - If a respondent is away from the household, a firm appointment will be made to attempt recontact when the respondent returns.
 - If a respondent is too ill at the time of the call, a firm appointment will be set to attempt recontact at a later date within the data collection period.
26. For survey projects requiring electronic telephone data collection, Contractor may, at our discretion, make use of subcontractors to assist in completing the required number of calls during the telephone field period. All such subcontractors have been vetted by the Contractor and are subject to all provisions of our contracts with the State.

D. Web Data Collection - If a project requires electronic web-based data collection, the following standards and protocols will apply.

27. Contractor will program the State instrument for a web response option, using Contractor's in-house web server.
28. The pre-notification letter will contain a unique URL that the respondent may use to access the web-based instrument and complete the survey online.
29. Contractor will offer the State the opportunity to review the Web-based survey tool for final approval.

30. The web-based response option will be available throughout the data collection period.

E. Respondent Support

31. Throughout data collection, Contractor will maintain a project-specific, toll-free respondent assistance line from 9am to 8pm (EST) Monday through Friday. Calls outside these hours will be referred to voicemail.
32. The Contractor toll-free respondent assistance line will appear on mailed materials and will be available to telephone interviewers should it be requested by a respondent completing an interview via telephone.
33. Alternate language or replacement survey requests may be collected via the toll-free respondent assistance line and/or incorporated into the data collection protocol per project specifications.
34. For survey projects requiring respondent support in languages other than English or Spanish, Contractor will, if necessary, make use of subcontractors to assist in providing toll-free respondent support during data collection. All subcontractors will be vetted by Contractor and are subject to all provisions of our contracts with the State.

F. Deliverables and Reporting

35. Contractor shall provide the State with a project plan. The plan shall include a detailed schedule showing major activities and deliverables and will adhere to all survey sponsor requirements. The plan and schedule will be developed by mutual agreement between the State and Contractor, as possible.
36. On a periodic basis as appropriate, Contractor shall provide the State with status reports. The schedule will be determined by project milestones and, when possible, by mutual agreement between the State and Contractor. During the data collection period, reports shall include the total survey completes to date and a summary of sample dispositions resolved since the previous report was issued.
37. After interviewing and data entry have been completed, a dataset will be prepared for the State, as allowed. The dataset will include values for each questionnaire item by completed case and will be purged of any respondent identification information (i.e., name, address, and telephone number).
38. The dataset will be submitted in a choice of format (SAS, SPSS, Excel, etc.), organized as a single record for each member composed of a string of fields containing data values. Weighting of the data is not included, but we can apply weights provided by the State, at additional cost, if desired. A data file layout with defined labels and values will accompany each dataset.
39. Datasets delivered to an entity such as NCQA, CMS, RAND or other agency, shall be submitted on or before the required deadline using the prescribed format and the designated delivery pathway, per project specifications.

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40. Banner book or graphical reporting, as allowed, will be conducted according to project specification. Contractor will work with the State to develop and produce customized reports if the State elects this option.
41. In all data presentations, such as banner books, overview reports, or graphical reports, any results or cells with less than 11 cases will be suppressed and replaced with 'NA', per CMS specifications.
42. Contractor will shred all returned questionnaires upon completion of the project, unless otherwise required by project specifications or other arrangements are made with the Contractors Project Manager.
43. Contractor shall retain electronic records of the project as described in the project specifications.

**ATTACHMENT 2
MODIFICATIONS TO ATTACHMENT B**

11. The maximum allowable payable for the period of this Contract, July 1, 2021 to June 30, 2024 shall be subdivided as follows:

Task 1: Data Collection and Sampling for the CAHPS®-CG (with or without PCMH items) Project AND Data Reporting for the CAHPS®-CG (with or without PCMH items) Project

Requirements for Fielding	
# Providers at Site	Minimum Sample Size (per NCQA)
1	128
2-3	171
4-9	343
10-13	429
14-19	500
20-28	643
29+	686

Total Survey Field Costs July 1, 2021 – June 30, 2022					
		Column A	Column B	Column C	Column D
<i>VTID</i>	<i>Practice Name</i>	<i>Setup Fee (\$347.70 per survey group; the practice determines whether they wish to field both survey groups)</i>	<i>Number of Cases Fielded</i>	<i>Field Cost (=Column B * \$1.44)</i>	<i>Total Cost (= Column A + Column C)</i>

Total Survey Field Costs July 1, 2022 – June 30, 2023					
		Column A	Column B	Column C	Column D
<i>VTID</i>	<i>Practice Name</i>	<i>Setup Fee (\$347.70 per survey group; the practice determines whether they wish to field both survey groups)</i>	<i>Number of Cases Fielded</i>	<i>Field Cost (=Column B * \$2.42)</i>	<i>Total Cost (= Column A + Column C)</i>

Task 2: Data Collection and Sampling for the CAHPS® 5.1 Child Medicaid Survey Project

	Column A	Column B	Column C
<i>Survey Group</i>	<i>Number of Cases Fielded</i>	<i>Field Cost (\$7.27)</i>	<i>Total Cost (= Column A + Column B)</i>
Adult			
Child			

Budget

Budget July 1, 2021 to June 30, 2022		
Blueprint and Medicaid Patient Experience Survey Budget Summary		
Task	Description	Total Amount Budgeted
Task 1	CAHPS®-CG (with or without PCMH items) Project Activities – Data Sampling and Collection CAHPS®-CG (with or without PCMH items) Project Activities – Data Reporting	\$143,404.86
Task 2	CAHPS® 5.1H for the Medicaid Population Project Activities – Data Sampling and Collection and Data Reporting	\$30,591.00
ACO Link	Development (1 at \$2,450) and Production (2 at \$1,000)	\$4,450.00
Total for Year One		\$178,445.86
Budget July 1, 2022 to June 30, 2023		
Blueprint and Medicaid Patient Experience Survey Budget Summary		
Task	Description	Total Amount Budgeted
Task 1	CAHPS®-CG (with or without PCMH items) Project Activities – Data Sampling and Collection CAHPS®-CG (with or without PCMH items) Project Activities – Data Reporting	\$226,840.00
Task 2	CAHPS® 5.1H for the Medicaid Population Project Activities – Data Sampling and Collection and Data Reporting	\$39,768.30
ACO Link	Development (1 at \$2,450) and Production (2 at \$1,000)	\$4,450.00
Web-Based Data Collection	Development and Production	\$5,680.00
Total for Year Two		\$276,738.30
Budget July 1, 2023 to June 30, 2024		
Blueprint and Medicaid Patient Experience Survey Budget Summary		
Task	Description	Total Amount Budgeted
Task 1	CAHPS®-CG (with or without PCMH items) Project Activities – Data Sampling and Collection CAHPS®-CG (with or without PCMH items) Project Activities – Data Reporting	\$226,840.00
Task 2	CAHPS® 5.1H for the Medicaid Population Project Activities – Data Sampling and Collection and Data Reporting	\$44,544.00
ACO Link	Development (1 at \$2,450) and Production (2 at \$1,000)	\$4,450.00
Web-Based Data Collection	Development and Production	\$5,680.00
Total for Year Three		\$281,514.00
Other	Ad Hoc – For additional oversampling as requested and Task 1 overages	\$6,000.00
Total	July 1, 2021 – June 30, 2024	\$742,698.16