

## AMENDMENT

It is agreed by and between the State of Vermont, Office of Vermont Health Access (hereinafter called "State") and MAXIMUS with their principal place of business at 11419 Sunset Hills Road, Reston, Virginia (hereinafter called "Contractor") that the contract originally entered into on July 1, 2005, dated July 1, 2005 through June 30, 2008 is hereby amended effective October 1, 2008 as follows:

**By deleting on page 1 of 37, Section 3 and substituting in lieu thereof the following Section 3:**

- Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$11,344,213.00.

**By deleting on page 4 of 37, Attachment A, Section 1. Overview, B, 12<sup>th</sup> bullet.**

- Provide outreach and educational services to beneficiaries and interested parties.

**By deleting on page 5 of 37, Attachment A, Section 3. Outreach Activities, and substituting thereof the following text.**

Any outreach and educational materials must be approved by the State in advance. Some printed materials will be written and produced by the State, and other material will be written and produced by the Contractor. At the State's direction, the Contractor is responsible for writing, updating and producing the enrollment kit materials. The enrollment kit must be updated on a timely basis, and within the scope of available funds, to accurately reflect changes in enrollment policies, procedures, and schedules.

**By deleting on page 5 of 37, Attachment A, Section 4. Education Activities, and substituting in lieu thereof the following Section 4.**

Contractor shall be responsible for educating enrollees and other interested individuals (and Member Services Representatives) regarding program policies and benefits. Educational activities may be conducted via mail and by telephone. Contractor shall provide information and assist enrollees (and Member Services Representatives) in understanding all facets of the State's health care programs, including the following:

- General concepts about VHAP and of health care delivery in a managed care model;
- How to access services under all State health care programs;
- Services covered by the different health care programs offered by the State, to include services that are not covered.
- The role and responsibilities of the primary care provider;
- The importance of selecting a health plan and a primary care provider;
- Beneficiary rights, including appeal and fair hearing rights, confidentiality rights and availability of the Office of Ombudsman;
- Beneficiary responsibilities, including necessity of obtaining prior authorization and proper utilization of emergency services;
- Cost sharing (program premiums, co-payments, etc.) responsibilities;
- Responsibilities of the plan member to follow health plan procedures for seeking emergency and non-emergency services; making, keeping, canceling appointments with PCP/specialists; seeking hospital admissions; and circumstances in which self-referral is appropriate; and

- Information about the Automatic Assignment Process for Plans and PCP's.

In addition to education activities at the time of enrollment, Contractor shall continue to provide assistance to enrollees throughout the contract regarding program benefits, policies and procedures. Contractor should assist clients in understanding and resolving initial enrollment problems that may arise with regard to health plan policies or their PCP.

Contractor shall staff a toll-free line to assist enrollees and other interested individuals in understanding program benefits and policies and to respond to questions. Eligible individuals should have the ability to pick both a health plan and a PCP over the telephone.

**By deleting on page 6 of 37, Attachment A, Section 6. Enrollment Process, 2<sup>nd</sup> paragraph, the following text.**

“Contractor may encourage in-person meetings and make Member Services Representatives available to assist enrollees in the selection process.

**By deleting on page 8 of 37, Attachment A, Section 13, Coordination Activities, and substituting in lieu thereof the following text:**

Contractor shall coordinate with State agencies, EDS and health plans to ensure efficient operation of the education and enrollment functions, accurate flow of information and development of approaches to improve education and enrollment processes.

Contractor must be sensitive to the needs of the various populations being served. To that end, accommodations should be considered: interpreter (sign), large print, Braille, computer disc, audio taped materials, handicapped parking and building access.

**By deleting on page 8 of 37, Attachment A, Section 14. Staffing Requirements, the following text.**

The Contractor shall employ Marketing and Outreach Counselors to meet the needs of enrollees in all areas of the State.

**By deleting on page 10 of 37, Attachment A, Section 17. Reporting Requirements, b.) MONTHLY, 4<sup>th</sup> bullet, the following text.**

- Summary of outreach activities including number of sessions, types of activities, number of individuals outreached, and number enrolled.

**By deleting on page 11 of 37, Attachment A, Section 18. Performance Standards, A, 6<sup>th</sup> bullet and substituting in lieu thereof the following text:**

Contractor has two (2) business days from date of request to provide additional written information to be sent to an eligible individual.

- **By deleting on page 11 of 37, Attachment A, Section 18. Performance Standards, A, the 7<sup>th</sup> bullet, the following text:**
- Contractor shall make available within seven (7) business days to any member the opportunity for an in-person session upon request of the member.

**By deleting on page 14 of 37, Attachment B, Section 1 \$11,419,213.00 and substituting in lieu there of the following:**

“\$11,344,213.00”

**By deleting on page 14 of 37, Attachment B, Section 2 and substituting in lieu thereof, the following Section 2:**

2. In lieu of the Performance Bond as outlined in the State's Request for Proposal dated January 31, 2005, the Contractor agrees to a 6% retainage of the total contract for the duration of the contract. Such retainage will be withheld from each monthly payment. The Contractor can submit a bill to the State for the retainage at the end of each contract year.

For all services provided under this contract, the State agrees to pay the Contractor in the following manner:

- \$177,365.33 monthly less the 6% retainage for the period July 1, 2005 through May 31, 2006.
- \$186,061.37 monthly less the 6% retainage for the month of June 2006.
- \$178,808.92 per month less 6% retainage for the period July 1, 2006 through August 30, 2006.
- \$218,825.12 per month less 6% retainage for the period September 1, 2006 through September 30, 2006.
- \$265,521.12 per month less 6% retainage for the period October 1, 2006 through October 31, 2006
- \$260,521.12 per month less 6% retainage for the period November 1, 2006 through June 30, 2007.
- \$329,771.02 per month less 6% retainage for the period July 1, 2007 through July 31, 2007
- \$258,086.18 per month less 6% retainage for the period August 1, 2007 through June 30, 2008
- \$265,606.75 per month less 6% retainage for July 1, 2008 through September 30, 2008
- \$257,273.41 per month less 6% retainage for October 1, 2008 through May 31, 2009
- \$257,273.47 per month less 6% retainage for June 1, 2009 through June 30, 2009

**By deleting on page 15 of 37, Attachment B, Section 6 and substituting in lieu thereof, the following Section 6 Budget for Enrollment Counseling and Member Services Functions, which is included as part of this amendment on Page 5.**

**By deleting on page 16 of 37, Attachment B, Section 7, Performance Standards and Penalties, B, 4<sup>th</sup> bullet, and substituting in lieu thereof the following text.**

- Contractor has two (2) business days from date of request to provide additional written information to be sent to an eligible individual.

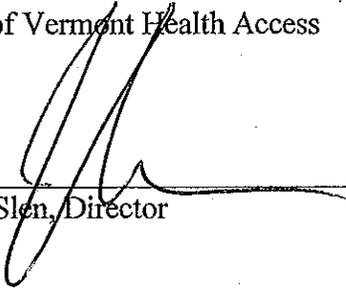
**By deleting on page 16 of 37, Attachment B, Section 7. Performance Standards and Penalties, B, 5<sup>th</sup> bullet, the following text in full.**

- Contractor shall make available within seven (7) business days, to any member, the opportunity for an in-person session upon request of the member.

This amendment consists of four (4) pages. Except as modified by the above amendment, all provisions of the original contract as previously amended shall remain unchanged and in full force and effect.

STATE OF VERMONT:  
Office of Vermont Health Access

CONTRACTOR: MAXIMUS, Inc.

By:   
Joshua Slen, Director

By:   
Title: VP, CONTRACTS

Date: 10-10-2008

Date: 10/02/08

Revised Amendment 7 Budget for the Period 7/1/2005 through 6/30/2009

CATEGORY	Amendment		Add'l costs		Reductio		Total cost		Total cost		Change		Adjusted		Adjust total costs years 1-4
	Year 1	Year 2	Year 2	Change 3, Year 2	Change 4, Year 2	Total Year 2	Total year 1, Year 3	years 1-3	years 1-4	Year 4	Year 4 cost	Year 4	cost Year 4		
Personnel (includes fringe)	386,524	406,870	52,169	184,184	168,062	406,870	803,394	450,880	1,254,274	434,780	1,689,055	-42,000	1,043,761	1,689,055	
Administrative	793,826	816,553	184,184	168,062	33,862	867,719	1,691,545	1,107,628	2,769,171	1,085,761	3,854,932	-42,000	3,812,932	3,812,932	
Direct Staff						184,184	184,484	184,184	184,184	184,184	184,184	0	184,184	184,184	
Direct Staff MSR Expansion Change 2						168,062	168,062	168,062	168,062	168,062	168,062	0	168,062	168,062	
Direct Staff MSR Expansion Change 3						33,862	33,862	33,862	33,862	33,862	33,862	0	33,862	33,862	
Direct Staff Spvr Expansion Change 3						278,103	278,103	278,103	278,103	285,785	597,750	285,785	285,785	597,750	
Total Personnel Costs	1,190,350	1,222,423	236,350	207,924	207,924	1,690,697	2,851,047	1,836,610	4,687,657	1,808,326	6,493,983	-42,000	1,764,326	6,451,983	
Administrative/other costs	117,781	120,728	3,570	31,658	35,419	153,148	273,926	169,720	442,846	174,612	617,258	174,612	617,258	617,258	
Rent and utilities	78,426	79,885	3,570	31,658	35,419	115,113	193,539	98,580	292,099	145,200	437,299	145,200	437,299	437,299	
Telephone/communications	53,610	20,808	7,870	17,050	17,050	45,728	99,338	53,164	53,164	6,000	59,164	6,000	59,164	59,164	
IVR Deployment	35,129	34,526	7,870	17,050	17,050	34,526	69,055	55,056	113,726	25,310	139,036	25,310	139,036	139,036	
Information Systems										48,000	173,311	-13,500	34,501	159,812	
Travel	14,200	14,555	15,000	30,000	1,530	51,150	28,755	18,000	76,552	14,400	28,755	14,400	28,755	28,755	
Other	7,402	6,150	15,000	30,000	1,530	13,801	25,789	24,504	50,293	19,200	90,952	19,200	90,952	90,952	
repair/maintenance furniture/equipment	11,988	12,271	60,900	60,900		60,900	60,900	101,736	162,363	104,784	267,420	104,784	267,420	267,420	
office supplies															
training unit															
tenant improvements															
miscellaneous	21,674	21,240	75,900	53,900	22,370	22,370	42,913	13,860	56,773	9,986	66,769	-3,055	6,941	22,370	
Total Other	55,263	54,215	75,900	53,900	22,370	184,015	298,278	158,100	397,378	148,380	545,758	-3,055	145,325	542,703	
Total Administratively/Other Costs	340,209	310,161	87,340	138,027	138,027	536,528	875,737	549,588	1,424,324	547,502	1,971,826	-16,555	530,948	1,955,272	
Material production and printing	35,635	26,526				36,526	72,161	30,415	102,575	69,600	172,175	-2,113	67,487	170,062	
Enrollment and Member services material															
Catamount materials															
Notices	823	844				844	1,667	7,500	7,500	15,800	7,500	25,427	172,032	25,427	
Postage	199,856	204,852				199,856	364,708	163,060	527,768	172,032	699,800	-2,113	172,032	699,800	
Total Material Production and Printing C	236,314	242,222				236,314	498,536	209,135	647,670	257,232	904,902	-2,113	255,119	699,800	
Total Direct Costs	1,766,873	1,774,806	323,690	339,951	339,951	2,398,447	4,165,319	2,594,332	6,759,650	2,611,060	9,370,710	-9,100	2,550,393	9,310,043	
G&A 15% on all costs except postage	236,052	233,493	49,564	50,993	50,993	335,039	570,092	364,691	934,782	365,854	1,300,637	-9,100	356,754	1,291,557	
Earnings Factor @ 7.5% on all costs exc	135,153	133,408	27,918	29,321	29,321	192,648	327,803	209,697	537,500	210,368	747,866	-5,233	205,133	742,633	
Total Costs Direct, Indirect, and pass th	2,137,090	2,145,707	400,162	420,264	420,264	2,926,133	5,083,213	3,168,719	8,231,932	3,187,261	11,419,213	-75,000	3,112,261	11,344,213	