DVHA Routing Form

Revision Date 5/1/12

Type of Agreement: **Contract** Agreement #: **25195** Form of Agreement: **Amendment** Amendment #: **1**

Name of Recipient: **MVP Health Care, Inc.** Vendor #: **325097**

Program Manager : **Dana Houlihan** Phone #: **802-585-4140**

Agreement Manager: **Emily Trantum** Phone #: **802-879-5946**

Brief Explanation of Agreement: **Revision of Section 8 (Attachments) and the addition of Attachment I (Trading Partner Agreement)**

Start Date: **October 28, 2013** End Date: **December 31, 2014** Maximum Amount: **$0.00**

Amendments Only: Maximum Prior Amount: Percentage of Change:

Bid Process (Contracts Only): ☒ Standard ☐ Simplified ☐ Sole Source ☐ Statutory ☐ Master Contract SOW

Funding Source

Contents of Attached Packet

☒ AA-14
☐ Sole Source Memo
☐ Qualitative/Justification Memo
☒ Attachments A, B, C & F
☒ Attachment D - Modifications to C & F
☐ Attachment E - Business Associate Agreement
☐ Attachment G - Academic Research
☐ MOU
☒ Other: **Base Contract**

Reviewer		Reviewer Initials	Date In	Date Out
DVHA Grant & Contract Administrator	**Kate Jones**	K.J.		
DVHA BO	**Carrie Hathaway**	C.H.		
DVHA Commissioner or Designee	**Mark Larson, Commissioner**	M.L.		
AHS Attorney General	**Jaye Johnson**	J.J.		
Following Approvals for Contracts Only:				
AHS CIO				
AHS Central Office	**Diane Nealy**	D.N.		
AHS Secretary				

Vision Account Codes:

☐ FFATA Entry ☐ Grant Tracking Module Vision PO #: Initials & Date: Approval & B/C:

STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION - - - - - - - - - - - Form AA-14 (8/22/11)

Note: All sections are required. Incomplete forms will be returned to department.

I. CONTRACT INFORMATION:

Agency/Department: AHS/ DVHA **Contract #:** 25195 **Amendment #:** 1

Vendor Name: MVP Health Care, Inc. VISION Vendor No: 325097

Vendor Address: 625 State Street, Schenectady, NY 12305

Starting Date: 8/30/2013 **Ending Date:** 12/31/2014 **Amendment Date:** 10/28/2013

Summary of agreement or amendment: Revision of Section 8 (Attachments) and the addition of Attachment I (Trading Partner Agreement)

II. FINANCIAL INFORMATION

Maximum Payable: $0.00 Prior Maximum: $ 0.00 Prior Contract # (If Renewal):

Current Amendment: $0.00 Cumulative amendments: $ % Cumulative Change: %

Business Unit(s): 3410; ; - [notes:] **VISION Account(s): 507600;**

II. PERFORMANCE INFORMATION

Does this Agreement include Performance Measures tied to Outcomes and/or financial reward/penalties? ☐ Yes ☒ No

Estimated Funding Split:	G-Fund %	S-Fund %	F-Fund %	GC-Fund %	Other %

III. PUBLIC COMPETITION

The agency has taken reasonable steps to control the price of the contract or procurement grant and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:

☒ Standard bid or RFP ☐ Simplified Bid ☐ Sole Sourced ☐ Qualification Based Selection ☐ Statutory

IV. TYPE OF AGREEMENT & PERFORMANCE INFORMATION

Check all that apply: ☐ Service ☒ Personal Service ☐ Architect/Engineer ☐ Construction ☐ Marketing ☐ Information Technology ☐ Other, describe:

V. SUITABILITY FOR CONTRACT FOR SERVICE

☒ Yes ☐ No ☐ n/a If this is a Personal Service contract, does this agreement meet all 3 parts of the "ABC" definition of independent contractor? (See Bulletin 3.5) If NO, then contractor must be paid through Payroll

VI. CONTRACTING PLAN APPLICABLE:

Are one or more contract or terms & conditions provisions waived under a pre-approved Contracting Plan? ☐ Yes ☒ No

VII. CONFLICT OF INTEREST

By signing below, I certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

☐ Yes ☒ No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

VIII. PRIOR APPROVALS REQUIRED OR REQUESTED

☒ Yes ☐ No Agreement must be approved by the Attorney General under 3 VSA §311(a)(10) (personal service)

☒ Yes ☐ No I request the Attorney General review this agreement as to form
No, already performed by in-house AAG or counsel: _____ (initial)

☐ Yes ☒ No Agreement must be approved by the Comm. of DII; for IT hardware, software or services and Telecommunications over $100,000

☐ Yes ☒ No Agreement must be approved by the CMO; for Marketing services over $15,000

☐ Yes ☒ No Agreement must be approved by Comm. Human Resources (privatization and retiree contracts)

☐ Yes ☒ No Agreement must be approved by the Secretary of Administration

IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL D.N.

I have made reasonable inquiry as to the accuracy of the above information:

E-SIGNED by Mark Larson on 2013-10-23 00:26:48 GMT

Date Agency / Department Head Date Agency Secretary or Other Department Head (if required)

E-SIGNED by Jaye Johnson on 2013-10-23 15:14:31 GMT

Date Approval by Attorney General Date Approved by Commissioner of Human Resources

Date CIO Date CMO Date Secretary of Administration

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and MVP Health Care Inc (hereafter called the "Contractor") that the contract on the subject of offering qualified health and dental plans on the State's federally-mandated health exchange known as Vermont Health Connect, effective August 30, 2013, is hereby amended effective October 28, 2013, as follows:

1. By deleting Section 8 (Attachments) on page 1 of 41 of the base contract and substituting in lieu thereof the following Section 8:

8. <u>Attachments.</u> This contract consists of 41 pages including the following attachments, which are incorporated herein:

- Attachment A: Specifications Of Work To Be Performed
- Exhibit 1: "Contractor MVP: Selected Qualified Health Plans"
- Attachment B – Payment Provisions
- Attachment C: Customary Provisions for Contract and Grants
- Attachment D: Modification of Customary Provisions of Attachment C or Attachment F
- Attachment F: Agency of Human Services' Customary Contract Provisions
- Attachment H: Business Partnership Agreement
- Attachment I: Trading Partner Agreement

The order of precedence of documents shall be as follows:

1). This document
2). Attachment D
3). Attachment C
4). Attachment A
5). Attachment F
6). Attachment H
7). Attachment I

2. By deleting the definition of Trading Partner Agreement on page 6 of 41 of the base contract and substituting in lieu thereof the following definition of Trading Partner Agreement:

Trading Partner Agreement – Electronic Health Care Transactions (TPA) shall mean that Trading Partner Agreement entered into between the Contractor and the State relating to the Contractor's provision of the Services, the form of which is attached hereto as Attachment I.

3. By adding to the base contract on page 41 of 41, Attachment I (Trading Partner Agreement), which is included as an attachment to this amendment beginning on page 2 of 12.

This amendment consists of 12 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#25195) dated August 30, 2013 shall remain unchanged and in full force and effect.

STATE OF VERMONT

DEPARTMENT OF VERMONT HEALTH ACCESS

E-SIGNED by Mark Larson
on 2013-10-30 02:15:39 GMT

MARK LARSON, COMMISSIONER DATE

CONTRACTOR

MVP HEALTH CARE INC.

E-SIGNED by Daniel Drislane
on 2013-10-29 16:17:13 GMT

DANIEL DRISLANE, INTERIM CFO DATE

Trading Partner Agreement

This Trading Partner Agreement (the "Agreement") is made and entered into by and between MVP Health Care Inc, ("Contractor") and the State of Vermont, Department of Vermont Health Access ("State") and is effective as of the effective date as defined herein (the "Effective Date").

WHEREAS, the parties have entered into an agreement under which Contractor offers qualified health and/or dental plans on State's federally-mandated health exchange to qualified individuals and qualified employers (the "Carrier Agreement"); and

WHEREAS, the Carrier Agreement requires the parties to engage in HIPAA Standard Transactions and exchange electronic Protected Health Information ("ePHI") through specific mediums and in specific formats containing specific data elements all in conformity with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") and its implementing regulations and guidance, (collectively, "HIPAA"); and

WHEREAS, in compliance with HIPAA, the parties wish to establish in writing the terms and conditions under which they will exchange ePHI and Data for the HIPAA Standard Transactions set forth in Exhibit A.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1: Definitions. The following terms shall have the meaning ascribed to them in this Section 1. All other terms used, but not otherwise defined shall have the meaning ascribed under HIPAA.

Code Set. "Code Set" shall have the same meaning as the term "code set" at 45 CFR § 162.103.

Companion Guide. "Companion Guide" shall refer to a set of special instructions that provide further guidance on how to interpret United States Department of Health and Human Services (HHS) implementation specifications.

Data. "Data" shall mean any transaction-related information provided and/or made available by either of the Parties to the other, and includes, but is not limited to, enrollment and eligibility data, claims data, PI and PHI as defined herein below. References herein to a Data condition, Data content or Data element shall have the same meaning as those terms at 45 CFR § 160.103.

Effective Date. The effective date of this agreement shall be the date of signature of this Agreement.

Electronic Data Interchange. "Electronic Data Interchange" ("EDI") shall mean the Electronic Data Interchange (EDI) Transaction Set Implementation Guide in effect on the date of a Data transmission, pursuant to HIPAA.

Electronically Maintained. "Electronically Maintained" shall refer to any information stored by a computer or on any electronic medium from which information may be retrieved by a computer, including, but not limited to, electronic memory chips, magnetic tape, magnetic disk, or compact disk optical media.

Electronically Transmitted. "Electronically Transmitted" shall refer to information exchanged with a computer or electronic device using electronic media, such as the movement of information from one location to another by magnetic or optical media, transmissions over the Internet, Extranet, leased lines, dial-up lines, and private networks. However, "Electronically Transmitted" shall exclude information exchanged using paper-to-paper facsimiles, person-to-person telephone calls, video teleconferencing, voice mail messages, telephone voice response, or "fax-back" systems.

Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g), and any amendments thereto.

Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, and any amendments thereto.

Protected Health Information. Protected Health Information or "PHI" shall have the same meaning as the term "Protected Health Information" in 45 CFR § 160.103, including Electronic PHI as that term is defined in 45 CFR § 160.103, limited to the information created or received by State from or on behalf of Contractor.

Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103, and any amendments thereto.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his/her designee.

Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic PHI at 45 CFR Part 160 and Part 164, Subparts A and C, and any amendments thereto.

Standard Transaction. "Standard Transaction" shall have the same meaning as defined in 45 CFR § 162.103."

Section 2: Obligations and Activities of State and Contractor.

a. State shall provide Contractor with detailed information and documentation regarding the compatibility requirements of State's computer operating system, including Data formatting information such as required file structures and field descriptions. State shall designate individuals within its organization to serve as liaisons with Contractor regarding technical matters, and user related questions.

b. Each party shall be solely responsible for all costs incurred by it to transmit, access and receive Data electronically, including, but not limited to, the costs of computers, terminals, servers, connections, modems, software and browsers that have the capability to use HIPAA mandated Code-Set Standard Transactions, and the costs of providing sufficient security measures to safeguard receipt and transmission of PHI in accordance with 42 USC § 1320d-2(d), 45 CFR § 164.530 and the regulatory

requirements for Contractor to preserve the integrity and confidentiality of, and to prevent non-permitted use or unlawful disclosure of PHI.

c. Prior to the initial Data transmission for each type of Transaction, the parties will test and cooperate with one another to ensure the accuracy, timeliness, completeness, compatibility, and confidentiality of each data transmission. Contractor understands it has a responsibility to adequately test all Companion Guide rules appropriate to its activities under the Carrier Agreement. Contractor agrees to comply with requirements, scheduling and responsibilities for testing as detailed in Exhibit B. Contractor agrees to bear the costs of this Contractor's testing and to hold the State harmless for any damages caused to Contractor's by Contractor's failure to test.

d. Neither party will obtain access by any means to the other's operating system or Data for any purpose other than as set forth in this Agreement. In the event that a party receives misdirected Data, the receiving party will immediately notify the sending party and delete the Data from its operating system.

e. The Contractor shall have the capacity to allow State to report an incident requiring technical support between the hours of 9:00 AM to 8:00 PM EST.

f. The Contractor must produce technical support contact information for the purposes of technical support. Technical support includes but is not limited to the supporting of the electronic communication between the parties, the ability to report any incident or problem, and the exchange of technical details to enhance or improve the security of the electronic communication. Contact information will be a phone number and email address and include hours of availability.

g. The Contractor shall provide State technical support contact information to the State contacts in accordance with Section 7(d) of this Agreement upon the signing of this Agreement.
The Contractor shall immediately provide the state with written notice of any change in the Contractor's technical support information, and on each anniversary date of this Agreement for the term of this Agreement. Contractor technical support must include the following:

Contractor Information:
Technical Support Email: servicedesk@mvphealthcare.com
Technical Support Phone Number: 1-800-893-HELP (4357)
Name of Privacy Officer: Linda Borges
Email of Privacy Officer: LBorges@mvphealthcare.com
Phone number of Privacy Officer: 518-388-2268

h. During the term of this Agreement, Contractor shall, on or before each annual anniversary of date of this Agreement, provide the State with an annual forecast and projected schedule of regularly scheduled preventive maintenance, structured to minimize any interruption, disruption and/or degradation of the EDI. Contractor shall update and notify the State as and when any changes to such schedule are required or appropriate based upon updated information.

i. The Contractor shall immediately notify the State via confirmed email or phone if Contractor's system is unavailable.

j. Except in the case of regularly scheduled maintenance, if Contactor's system is unavailable for more than an hour, Contractor must immediately contact State and explain outage, the cause and extent of its impact and provide an estimate of resolution.

Section 3: General Use and Disclosure Provision.

a. Except as otherwise permitted in this Agreement, the parties may use or disclose PHI only as necessary to fulfill the purposes of the Carrier Agreement and the goals of the Vermont Health Exchange and as may otherwise be permitted in other contracts between State, and Contractor, all in accordance with HIPAA, CMS interconnection standards, applicable privacy and data security standards and other applicable laws.

Section 4: Obligations of State

a. The content, condition and/or elements of the Data exchanged pursuant to this Agreement may change as a result of changes in law or regulation, or actions taken by a third party in accordance with the terms and conditions of certain health care benefits offered, or changes made to those health care benefits or to a health plan. Acceptance by State of the Data sent by Contractor electronically does not constitute a guarantee to Contractor or to any third party of payment for health care premium amounts contained in the received Data.

b. State shall provide Companion Guide requirements for EDI unique to the State including communication details for establishing connectivity and for transmission of Transactions. State shall provide no less than sixty (60) days' notice, unless otherwise mandated by state or federal law, when making changes to the Companion Guide for EDI. State shall test changes with Contractor prior to the expected go live date of additional requirements.

Section 5: Compliance with Standard Transactions. As required by law, the parties shall comply with all applicable Regulations when performing "Standard Transactions."

The parties further agree as follows:

a. NO CHANGES. The parties hereby agree that they will not change any definition, data condition or use of a data element or segment as proscribed in 45 CFR § 162.915(a);

b. NO ADDITIONS. The parties hereby agree that they will not add to any Data elements or segments to the maximum defined Data set as proscribed in 45 CFR § 162.915(b);

c. NO UNAUTHORIZED USES. The parties hereby agree that they will not use any code or Data elements that are either marked "not used" in the Transaction Standard's implementation specifications or that are not in the Transaction Standard's implementation specifications. (45 CFR § 162.915(c));

d. NO CHANGES TO MEANING OR INTENT. The parties hereby agree that they will not change the meaning or intent of any of the Transaction Standard's implementation specifications. (45 CFR § 162.915(d));

e. INCORPORATION OF MODIFICATIONS TO TRANSACTION STANDARDS. The parties acknowledge and agree that from time-to-time, the Secretary may modify and set compliance dates for the Transaction Standards. Any such modification will be automatically incorporated into this Agreement as if set forth herein. (45 CFR § 162.910);

f. STANDARD UNIQUE HEALTH IDENTIFIER FOR HEALTHCARE PROVIDERS AND EMPLOYER IDENTIFIER. The parties shall comply with all applicable provisions of 45 CFR §§ 162.402 through 162.610 in the transmission of Transactions.

Section 6: Term and Termination.

a. Term. The Term of this Agreement shall begin on the Effective Date and shall end upon termination of the Carrier Agreement.

b. Termination for Cause. Upon State learning of a material breach of a term(s) of this Agreement by Contractor, State shall do one of the following, in accordance with Article 8; "Recertification, Termination and Decertification" of the Carrier Agreement;

1. Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement and any other Agreement between State and Contractor if Contractor does not cure the breach or end the violation after notice from State that a breach has occurred in accordance with Article 8; "Recertification, Termination and Decertification" of the Carrier Agreement or;

2. Immediately terminate this and any other agreement between State and Contractor if Contractor has breached a material term of this Agreement and cure is not possible.

3. In the event of termination or expiration of this Agreement, the parties agree that return or destruction of the Data is not reasonably feasible. Accordingly, the receiving party will extend the protections of this Agreement and any other agreement between the parties for as long as the party maintains the Data and will limit uses and disclosures of the Data to those purposes that make return or destruction impossible, and in accordance with Attachment H, "Business Partner Agreement" of the Carrier Agreement.

Section 7: Miscellaneous.

a. Regulatory References. A reference in this Agreement to a section in HIPAA means the section currently in effect and as it may be amended from time to time.

b. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with HIPAA.

c. No Third Party Beneficiaries. Nothing in this Agreement, either express or implied, is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities, whatsoever.

d. Notices. Any notice relating to this Agreement shall be in writing and transmitted by either (i) U.S. mail, first class, postage prepaid; or (ii) facsimile transmission to the addresses/telephone numbers in this section below. Notices or communications shall be deemed given in the case of transmittal by U.S. mail, on the date of receipt by the addressee; and in the case of facsimile transmission, on the date the facsimile is sent.

For Contractor:

Contact Address: Mary Bianchi, VP Exchanges
625 State Street, Schenectady, NY
Contact Phone: 518-388-2255
mbianchi@mvphealthcare.com

For State:

Justin Tease, DVHA IT Implementations
312 Hurricane Lane, Suite 201
Williston, Vermont 05495
Contact Phone: 802-585-5155
Justin.Tease@state.vt.us

Dana Houlihan, Carrier Relations
312 Hurricane Lane, Suite 201
Williston, Vermont 05495
Contact Phone: 802-585-4140
Dana.Houlihan@state.vt.us

e. Records and Audit. The parties shall maintain in accordance with applicable law and regulation, but in any event, for at least a minimum of ten (10) years, true and correct copies of any and all source documents from which they reproduce Data.

f. Force Majeure, Neither party shall be liable to the other party for damages caused by circumstances beyond its control, including, without limitation: internet hackers who gain access to the party's system or Data despite that party's commercially reasonable security measures; a major natural or other disaster; epidemic; the complete or partial destruction of the party's facilities; riot; civil insurrection; war or similar causes. This section shall survive the termination of this Agreement.

Exhibit A

Transaction Sets

The following transaction sets are made part of this Trading Partner Agreement. All transactions are to be implemented in accordance with the HIPAA Companion Guides and other applicable regulations and standards. The parties may update this Exhibit A from time to time as additional transaction sets or operating rules are required.

Health Plan Enrollment and Payment Transaction Sets:

- 834 Membership Enrollments – 834 transaction is based on the 005010X220/Type 3 technical Report and its associated 005010X220A1 addenda
    - o 834 5010 transaction
    - o 999 Functional Acknowledgments
    - o TA1 Interchange Acknowledgments

- 820 Payment files - Transaction, is based on the 005010X306 Type 3 technical Report and its associated 005010X306 addenda
    - o 820 Transaction
    - o 999 Functional Acknowledgments

- 834 Benefit Enrollment and Maintenance Transaction – as defined in Section 8.1.1 - 8.1.3 of the"D-41 Carrier Enrollment ICD Companion Guide.docx"

Exhibit B

Testing Requirements

All transactions must be formatted in accordance with State provided Implementation Guides, CMS Implementation Guides or the HIPAA Implementation Guides/Type 3 Technical Reports (TR3) available at http://www.wpc-edi.com/hipaa, as applicable. State shall provide companion guides for the transactions if necessary, which specify certain situational data elements necessary for State. HIPAA transactions to be transferred and shared between Contractor and State are identified in Exhibit A, Transaction Sets of this Agreement. State and Contractor will exchange any other necessary specifications as agreed upon in order to establish connectivity between the parties by phone or by document as necessary.

1. Contractor shall complete testing for each of the transactions it is required to implement and shall not transfer and share data with State in production mode until testing is satisfactorily completed, as determined by State.

1 Successful testing means the ability to successfully receive HIPAA compliant transaction tests and to process electronic member health plan enrollment and payment information transmitted by State to Contractor and for Contractor to submit appropriate Acknowledgement reports.

2. A script is considered passed without conditions if no errors occur and all expected outcomes are met.

3. A script is considered conditionally passed if a component is down, unusable, or difficult to use causing some operational impact but where an alternative workaround acceptable to State in its reasonable judgment is available to avoid operational impacts on the user.

2. The functions that comprise "testing" shall include:

1. State and Contractor interfaces operate as a bi-direction bridge covering the following areas:

a. Enrollment information – New enrollments, updates to existing enrollments and dis-enrollment.

b. Enrollment Reconciliation – Monthly full enrollment file to be used in reconciling State with Contractor's system.

c. Payments – Payment remittance information sent to the Contractor daily or as agreed upon by the parties.

3. The following technical rules shall be used for the transfer of electronic member or enrollee information between the parties:

1. The recommended delimiters for the inbound X12 transaction sets shall be:

a. "*" Asterisk for data element separation;

b. "^" Caret for sub-element separation;

c. ":" Colon Component element separation; and

d. "~" Tilde for segment terminator.

2. The delimiters for the outbound X12 transaction sets shall be:

a. "*" Asterisk for data element separation;

b. "^" Caret for sub-element separation;

c. ":" Colon Component element separation; and

d. "~" Tilde for segment terminator.

4. The access phone number to State for asynchronous communication are as set forth in Section 8, below.

5. Electronic communication between the State and the Contractor must be secured with an encryption method. The exact method of encrypting this communication must be agreed upon by the State of Vermont and be compliant to those laws which govern such electronic transactions.

6. The production sign-on procedures once connected to State shall be followed according to instructions issued by State. All such instructions shall be provided in advance to Contractor with time for review and comment prior to implementation.
K. Contact information for testing and troubleshooting is set forth below.

7. The transfer of electronic enrollee or member information between the parties shall occur as follows using a "push-push" method.

a. 834 file will be transferred on a daily basis to the Contractor via a push method, State will send the file by calling the web services that will be hosted by the Contractor.

b. The connection will be real-time. Confirmation of file receipt will be another call from Contractor end to State. Error response will also be a call from Contractor to State. All this happens asynchronously. One Contactor file will be sent daily.

c. Communication between State and Contractor will use 2 way Secure Socket Layer (SSL).

d. Files will be transferred daily at a scheduled time acceptable to State.

e. Confirmation for the file transfer will be sent immediately. Transaction level errors of file submissions should be generated within 24 hours and be reported back to State via a separate error report file.

f. If file transfer does not complete in 24 hours then an error report will be generated by the Contractor and returned to State.

8. Communications and Contact Information

Each party shall provide the other with such technical details, including, but not limited to, IP information, upon request.

State Contact Information for EDI Questions and Trouble Shooting:

For Testing Assistance:
Peter Knupp, 'peter.knupp@cgi.com' (peter.knupp@cgi.com)
Robert Carlin, robert.carlin@cgi.com

For Production Assistance:
Contractor is to contact the (Primary) Maximus Contact number during hours of operation: 802.651.1577*

Contractor is to contact the after-hours number to be provided by State to Contractor support staff no later than October 15, 2013.

* However this does not preclude the fact that Technical Subject Matter Experts (SMEs) at both State and the Contractor may contact each other directly.**
** If the State SME is not available then the Contractor must call the primary Maximus Contact number: 802.651.1577.

Contractor Contact Information for EDI Questions and Trouble Shooting

Contact For Testing Assistance: Brad Colacino
Phone Number: 518-386-7539
Contact Info: bcolacino@mvphealthcare.com

Contact For Production Assistance: MVP Service Desk
Phone Number: 1-800-893-HELP (4357)
Contact Info: servicedesk@mvphealthcare.com