

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Maximus Health Services, Inc. (hereafter called the "Contractor") that the contract on the subject of enrollment, benefit counseling, and member services for the Green Mountain Care and Vermont Health Connect Customer Support Center, effective December 15, 2011, is hereby amended effective July 1, 2015 as follows:

1. By deleting Section 4 (Maximum Amount) in the standard Contract for Personal Services and substituting in lieu thereof the following Section 4:

4. 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 \$35,419,224.

2. By deleting Section 5 (Contract Term) in the standard Contract for Personal Services, and substituting in lieu thereof the following Section 5:

5. Contract Term. The period of the Contractor's performance shall begin on December 15, 2011 and end on June 30, 2016, subject to an option to renew as provided for in the following paragraph.

Option to Renew. The State shall have an option to renew the contract on the terms of this Amendment for a period of up-to-one year from June 30, 2016. To exercise this option, the State must send a notice to the Contractor on or before April 1, 2016. Such notice will contain what portion of the optional year the State exercises to extend. If no such notice is received, the contract Term in paragraph 5 will apply.

3. By deleting Section 8 (Cancellation) in the standard Contract for Personal Services, and substituting in lieu thereof the following Section 8:

8. Cancellation. This contract may be cancelled by either party by giving written notice at least 120 days in advance. Notwithstanding this provision, if a governmental agency with due authority determines that a program or facility operated by the Contractor, wherein services authorized under this contract are provided, is not in compliance with State and Federal law or is operating with deficiencies that pose immediate jeopardy to a child's health, welfare or safety, the State may terminate this contract immediately and notify the Contractor accordingly. Also, in the event that federal funds supporting this procurement grant become unavailable or are reduced, the State may cancel this contract upon written notice and shall be obligated to pay only for those services provided by Contractor.

4. By adding Section 10 (Contacts for this Award) in the standard Contract for Personal Services, the following:

The contacts for this award are as follows:

	<u>State Fiscal Manager</u>	<u>State Program Manager</u>	<u>For the Contractor</u>
Name:	Emily Trantum	Tena Perrelli	Susan Bauer
Phone #:	802-879-5946	802-585-6401	802-238-3489
E-mail:	Emily.Trantum@state.vt.us	Tena.Perrelli@state.vt.us	SusanBauer@maximus.com

5. By deleting Section 19 (PERFORMANCE STANDARDS) of Attachment A, and substituting in lieu thereof the following Section 19:

19. PERFORMANCE STANDARDS

A. Mailing, Enrollment & Data Transfer Standards

The Contractor must meet and document these minimum standards for mailing, enrollment, and data transferred to the State relative to the Primary Care Plus program as defined below:

- i. For individuals whose eligibility segments are transferred to the Contractor on a daily basis by the State, the Contractor has one (1) business day to send Plan/Primary Care Plus Preference Form, Enrollment Booklet, and related materials to eligible individuals once information is transmitted by the State.
- ii. For the monthly cohort, the Contractor has five (5) business days to send Plan/PCP Preference Form, Enrollment booklet, and related materials to eligible individuals once the information is transmitted by the State.
- iii. The Contractor must enroll an eligible member within two (2) business days after receipt (date stamped on day or receipt) of complete preference form.
- iv. The Contractor has two (2) business days to mail Plan/PCP verification letter to an enrollee upon receipt of a confirmation transaction from the State.
- v. Contractor has two (2) business days to return incomplete Plan/PCP preference forms (this excludes failure to pick a Plan or PCP).
- vi. Contractor must make a verifiable follow up contact (telephone call or letter) to non-responsive eligible members within twenty-one (21) days after the initial enrollment packet was mailed.

In addition, the Contractor must meet the following timeliness standards to serve Green Mountain Care and VHC customers.

- ii. Contractor has two (2) business days from date of request to provide additional written information to be sent to an eligible individual.
- iii. Contractor will mail or e-mail any requested applications, forms and/or informational material requested by beneficiaries or interested parties within two (2) business days, as measured and documented in weekly and monthly reports and quality assurance activities..
- iv. Contractor will process beneficiary requests for a Fair Hearing, as defined in procedures and guidelines, within one working day of the initial request.
- v. Contractor will be responsible for providing any follow-up communication, in writing or by telephone within one (1) business day of the initial inquiry, as measured by activity documentation and/or phone tracking system and quality assurance activities and documented in weekly summary report. Cure and Payment Discounts will not take effect until response time exceeds 2 days.
- vi. Contractor will complete beneficiary informational updates, as appropriate for either the HAEU or individual district offices, within ten (10) calendar days of the initial request for a change, as measured by periodic assessments, by the State, of activity documentation and/or phone tracking system.
- vii. Contractor will complete updates on third party and other insurance information

within ten (10) calendar days of the initial request for a change, as measured by periodic assessments, by the State, of activity documentation and/or phone tracking system.

- viii. Contractor will provide accurate and clear information about covered benefits, program requirements and recipient status, as measured by periodic random phone calls from State staff.
 - i. Contractor must make a verifiable follow up contact (telephone call or letter) to non-responsive eligible members within twenty-one (21) calendar days after the initial PC Plus enrollment packet was mailed.
 - ii. Contractor will process beneficiary requests for a Grievance, Appeal and/or Fair Hearing within one (1) business day of the initial request.
 - iii. Contractor will complete updates on third party and other insurance information within ten (10) calendar days of the initial request.
 - iv. Contractor will complete beneficiary informational updates in ACCESS or Case Action Transaction Note (CATN) the worker, as appropriate for either the HAEU or district offices, within two (2) business days of the initial request.

B. Telephone Response Standards

The Contractor must provide adequate live operator telephone coverage. The Contractor must meet the following performance standards related to the responsiveness of staffed telephone lines:

- During open hours, 75% of all incoming calls that opt to talk to a CSR are answered by a CSR within 25 seconds of leaving the IVR;
- Lost call abandonment rate after the call exits the IVR shall not exceed 5%.
- Exit point data regarding calls captured within the IVR will be documented and reported weekly.
- In the event of any system malfunction, outage or unexpected limitation including but not limited to a Contractor, State or subcontractor system that results in an unintended customer experience, Contractor will inform the state of the situation at the same time they begin an internal investigation and/or reporting to vendors.
- The Contractor shall maintain a weekday schedule of 8am - 8pm.
- The Contractor shall **not** provide services on Saturdays; provided, however, Contractor shall provide services on the last Saturday and Sunday of the Open Enrollment Period.

If the Contractor fails to achieve these Telephone Response Standards, Payment Discounts will be awarded to the State, or service level incentives will be impacted as set forth in Attachment B, number 6, section B.

C. Disaster Recovery Standards

The Contractor will develop and define a comprehensive Disaster Recovery Plan (DRP) that guarantees being able to receive calls within 4 hours of a system outage for any reason, including, but not limited to, a power outage, natural disaster, regional pandemic or human-error related outage. A copy of said DRP will be provided to the State for approval as a condition of accepting this Contract. Incidents that affect call center performance may be assessed damages.

The DRP will include the definition and execution of the DRP event testing on a periodic (12 month) basis that will demonstrate the ability for the Contractor to implement DRP requirements, functions, and timing. Every six (6) months the DRP will be reviewed and updated by the Contractor with appropriate review and approvals by the State.

During the execution of a real DRP event, the Contractor will make good faith efforts to meet the Telephone Response criteria (defined above). Contractor, in consultation with the State, will develop procedures acceptable to the State. The Telephone Response criteria (defined above) remain effective. In addition, all agreed upon operational processes, including, but not limited to, the weekly and monthly reporting shall continue to operate as agreed with this agreement.

The DRP will also address the retention of the call logs and recordings.

The location of the Disaster Recovery site, if the primary site cannot be covered, must be a minimum of thirty (30) miles in distance from the primary site.

Contractor will identify a "Disaster Recovery Coordinator" and a phone number that will be the primary contact for the State to communicate. The Disaster Recovery Coordinator is responsible for DRP and the execution of the DRP if an event occurs. Contractor is required to inform the State of any Disaster Recovery Coordinator changes throughout the life of this agreement.

The Contractor will notify the State within 24 hours of a change. If the Contractor has made a change in its Disaster Recovery Coordinator and has not notified the State within the allotted time frame, the Contractor shall award the State a Payment Discount of \$10,000 for each day that the notification did not occur.

6. By deleting Section 21 (Member Services Transition) of Attachment A, and substituting in lieu thereof the following Section 21:

21. MEMBER SERVICES TRANSITION

In the event that the State transitions to a new contractor following the expiration of this agreement or termination by the State for cause or by Contractor for convenience, Contractor agrees to make commercially reasonable accommodations to aid in the transition to the new service provider. Further details about Member Services Transition are described in Section 10 of Attachment A.

7. By adding Section 28 (Non-Phone Related Services) on page of Attachment A, the following:

1. Scope of Work for Non-Phone Related Services

A. Resolution of Change of Circumstance (CoC) Cases

Vermont Health Connect (VHC) has ongoing new Change of Circumstance (CoC) cases to be resolved. When requested by the State as a specific project during the term of this Contract, subject to the availability of funding and of Contractor staffing, Contractor Contact Center representatives shall conduct the CoC process.

Contractor shall staff CoC processing to be paid on a time and materials basis in accordance with Attachment B only when deemed necessary and directed in writing by the State. Contractor's Contact Center representatives will follow the State's current Interim Change Process (ICP), as per VHC's standard documented business process or a process as agreed upon in writing by the State and the Contractor.

Any phone calls made or received by Contractor Contact Center representatives in the performance of non-phone CoC services hereunder shall not be billed at the time and materials rate. Calls made and received for CoC purposes as set forth in this Section shall be billed at the cost per minute rate in accordance with Attachment B, Section 12 at the rates set forth in Rate Table 1.

The Contractor's Contact Center representatives will record completed CoC cases ("Cases"), and escalate Cases within the Siebel CRM for reporting purposes.

Weekly status meeting and reports, describing Contractor's progress, plans, risks, and issues will be conducted whenever this CoC work is being conducted.

- i. **CoC Reporting:** Contractor shall provide CoC reporting in consultation with the State as specified below:
 - **Contractor shall provide weekly Status Reports on the second business day each week of the project term**, except as the State may otherwise agree, detailing hours expended on CoC processing. Reports will include all hours expended during the prior week to the date of the Report, and a running total of cumulative hours. For each staffing category identified, the report will include:
 - Total hours authorized
 - Hours expended
 - Total hours expended to date
 - Names of CSRs performing the work
 - **Activity Reporting**
 - In a format agreed upon by the State and Contractor, daily reports to accurately represent Work In Progress and Completions
 - **CoC Cases Completed by the Contractor:** If there is discrepancy between State and Contractor data, the Contractor will research, as soon as identified, a sample of cases with a discrepancy so that the parties can mutually agree on the most accurate source of data to confirm Contractor performance. At least weekly, by the second business day during the Contract term, except as the State may otherwise agree, Contractor shall report:
 - **Number of Cases closed** (as specified 'closed' in the Siebel CRM) by a Contractor contact center representative
 - Number closed reported by the Contractor daily.

- Number closed according to reports on the Contractor resolver group from the Siebel CRM, provided daily by State staff.
 - Reconciliation of the two data sets above by the Contractor no less than weekly.
- **CoC Call Quality Monitoring Performance Metric Reporting:** The Contractor will conduct random call quality sampling on a continuous basis, using quality criteria and scoring methodology approved by the State prior to the Start Date of this work. These criteria will assure that Contractor Contact Center representatives are conducting ICP work consistently and accurately per the agreed upon job aids. The Contractor will sample a minimum of 10% of ICP cases processed:
 - The quality performance score will equal the percentage of cases that do not need to be completely redone, across the records sampled by the State. The Contractor will achieve an average weekly quality performance score greater than 80% across the records sampled.
 - If the Contractor's weekly quality performance drops below the 80% average, the Contractor will provide a remediation plan to the State and take the necessary actions to return quality levels to the 80% performance level within one week.
- **CoC Case Completions per Labor Hour Performance Reporting:** The Contractor will track charged labor hours and CoC Case completions to report on an average minutes per CoC rate. The State estimates the average completion time to be 75 minutes per completed CoC using the current process. A simplified State procedure is expected to be available in May 2015 as a result of automated CoC processes.
 - If the Contractor's weekly quality performance drops below the agreed upon average completion time, the Contractor will provide a remediation plan to the State and take the necessary actions to return performance levels to the agreed upon average completion time within one week. The remediation plan may include but not be limited to providing additional training or limiting deployment of staff to the project who are able to meet the standard.
 - If a simplified State procedure becomes available as a result of automated CoC processes, a new average process time will be calculated and agreed upon in order to monitor performance levels and staffing needs.
- **CoC Accuracy Auditing and Reporting:** The Contractor will monitor accuracy as defined by a standardized audit form and scoring methodology mutually agreed to by the State and the Contractor prior to the Start Date of this work. These criteria will assure that CoC cases referred by the Contractor to the Lion's Den are accurate at the time of submission.
 - The State will apply the standardized audit form and scoring method to a percentage of CoCs that are referred to the Lion's Den and produce weekly reporting on Contractor performance.

- The Contractor will achieve average weekly accuracy rate of 80% of CoC's that go to the Lion's Den
- If the Contractor's weekly accuracy rate falls below the required benchmark, the Contractor will provide a remediation plan to the State within five business days. The Contractor will take the necessary actions to increase and maintain the accuracy rate to the required benchmark performance level within one week of submitting the remediation plan to the State.
- The State and the Contractor will establish an appeals process where the Contractor can request a correction to a CoC Case that the Contractor believes was incorrectly failed in accordance with the State's audit process.

ii. Deliverable:

- Description: Contractor will perform the State's designated CoC process for a specific number of cases to be agreed by the State and the Contractor and based on Contractor Contact Center representative availability. Contractor shall deliver the reporting set forth in Section i above.

B. Verification Services

The State regularly requires citizenship, immigration status, and Social Security Number (SSN) verification for some customers applying for healthcare coverage. Each registered verification shall be referred to herein as a "Verification."

When needed and as directed by the State, subject to staffing availability, Contractor will train the required number of Customer Service Representatives to complete Verifications in accordance with an agreed upon process. All costs to process the Verifications will be assessed on a Time and Materials basis, not to exceed the rates established in the Verifications Budget Table in Attachment B.

ii. Verification Reporting

The Contractor shall provide daily and weekly status reports on total Verifications completed in the excel format set forth in Appendix I. The progress will be monitored by daily review of reports and status of attempts made for Verifications in process and Verifications completed per Customer Service Representative (CSR).

Contractor shall meet the following Verification performance standards:

- The State and the Contractor will agree upon the goal for number of verifications per hour by the end of the third week of the Verification project.

C. Entering Applications

The State may have a need for supplemental services to enter paper applications for health insurance. When requested by the State, subject to staffing availability, the Contractor will provide Contact Center agents to process paper applications that are received by the State. In the event these services

are needed, the State will provide Contractor with an estimate of the number of applications and timeframe within which they are to be completed.

The process of entering applications includes the review and consolidation of all associated Service Requests with additional information, and/or attachments. The Contractor will follow the State's procedures for the initial review and consolidation, application entry including either or both phone and letter outreach for additional information, automated eligibility determination through the VHC Portal and plan selection.

In addition, the Contractor will manage to these tasks according to the timeline as agreed upon by the Contractor and the State identified in the process documentation provided. For example the initial application outreach process includes an outreach telephone call. If the Contractor is unable to connect with the customer within one business day, the Contractor will send a follow-up notice. If the customer does not respond within 15 calendar days, the Contractor will close the associated Service Request.

Similar timelines apply to the eligibility and plan selection processes.. The State estimates that from start to finish an application takes on average, 1 hour to complete over a period of 2 to 3 weeks.

The Contractor shall enter paper applications into the VHC system on a FIFP (First-In First-Processed) basis.

To ensure all outreach is conducted within State guidelines, the Contractor shall develop CSR scripts to be approved by the State based on existing VHC process documentation.

The Contractor shall:

- Enter applications into the VHC system using process documentation provided by the State processes
- Draft customer outreach scripts for approval by the State
- Conduct outreach to customers to obtain any missing information needed to complete the application
- Submit escalations using escalation support processes outlined in the documentation provided by the State.
- Provide feedback on identified process improvements for the State to review and implement as appropriate.

The State shall provide access to the appropriate reporting queries and data that will allow Contractor to produce the deliverables set forth in Section 2 below.

2. Deliverables

Contractor shall provide weekly written production reporting on the status of backlogged paper applications that are assigned to Contractor Contact Center agents. Contractor shall review the reporting with the State in the weekly Communication Check Point Meeting for Operations. Additionally, weekly reporting will include:

- Total number of paper applications assigned to the Contractor for processing.

- Total number of paper applications pending customer call back to provide additional information needed to complete the application.
- Total number of paper applications completed by the Contractor’s Contact Center agents.
- Total number of paper applications routed to other departments for assistance and/or completion of the application.
- Average hours worked and applications processed by Contact Center Representative per day.

In addition to the weekly report, there will be regularly scheduled conference calls with the State Project Coordinator and the Contractor Project Manager to review progress and processes and provide updates – the frequency of these calls will be determined based on need, but will not be less than 2 times weekly.

By the second business day each week of this Contract term, except as the State may otherwise agree, Contractor shall provide Status Reports detailing hours expended the previous week. For each staffing category identified in Rate Table 1 of Attachment B, the report will include:

Process Related:

- Total hours authorized
- Total Hours expended and hours expended per agent during the most recent week reported
- Total hours expended on the project to date

Personnel Related:

- List of all individuals processing paper applications showing:
 - Individual’s Name,
 - Individual’s Work Title
 - Hours work on this project

Upon written request from the State, Contractor will provide documentation validating hours reported as worked by Contact Center personnel within 10 business days.

8. By adding to Attachment B (Payment Provisions),Data Elements Table as follows:

Data elements to be submitted in monthly invoices									
	Rate(s)	Line Item Expense Detail	Medicaid Vol.	Medicaid Total \$	Bus Pass Vol.	VHC Vol.	VHC Total \$	Combined Total for Medicaid, Buss Pass, and VHC	Notes
Verifications	Time and Materials at the rates set forth in the Verifications Budget Table	X					X		

9. By adding to Attachment B (Payment Provisions), TIME AND MATERIALS as follows:

12. TIME AND MATERIALS

Time and Materials, based on Rate Table 1.

Upon the State's acceptance of the deliverables and work identified above in Section 1 (Scope of Work for Non-Phone Related Services), the Contractor shall submit an invoice to the State with the regular monthly invoice. The invoice shall include the number of workers by category set forth in Rate Table 1 of this Attachment B and number of hours by week for time period billed, the number of completed CoC's, the number of completed Verifications and the number of completed paper applications. The State will pay the invoice in accordance with the payment provisions set forth in this Attachment B.

Performance Standards

In the event that the Contractor fails to meet the performance standards for CoC and paper application processing or Verifications in any given week, the Contractor shall provide a remediation plan within five business days which details how the Contractor will meet the performance standards. The Contractor will take the necessary actions to increase and maintain performance standards to the required benchmark level within one week of submitting the remediation plan to the State.

CoC Performance Standards using current functionality (April 2015):

- Weekly Average Quality minimum of 80% based on Lion's Den Form
- Estimated average completion time of 75 minutes per CSR non training hour
- Weekly Lion's Den CoC Rejection rate maximum of 20%

Verification Performance Standards:

- The State and the Contractor shall establish the expected average number of verifications per hour within 3 weeks of performing the verifications project.

Paper Application Performance Standards:

- Average completion rate of 1 hour per CSR non training hour

Contractor acknowledges and agrees that should Contractor fail to meet the performance standards by more than 20% in any given week during the course of this work, the State shall be entitled to withhold 10% of the amount invoiced for that period.

Should the Contractor fail to improve the performance standards after implementing the remediation plan, the State may, in its sole discretion, terminate Contractor's CoC and/or paper application processing or Verification services.

The State and Contractor acknowledge that situations beyond the Contractor's control may impact the ability to meet the expected Verification, CoC or Application performance standards set forth in Attachment A, including protracted VHC system slowness, percent of names not known to Access system being less than 50% (in the case of Verification work), or provisioning of Contractor's staff for access to VHC systems. Contractor shall provide written notice to the State of any such situations. In the event Contractor fails to promptly notify the State of the existence of situations beyond its control, Contractor shall remain responsible for all applicable performance standards.

Based on documentation of above variables that may affect the Contractor's ability to meet performance standards, the State may agree to waive the 10% retained for failure to meet the performance standards for the invoice period.

RATE TABLE 1

	Hourly Rate
Research Specialist	\$33.00
Research Supervisor	\$36.00
Senior Training Specialist	\$55.50
Quality Assurance Specialist	\$50.00
Training Specialist	\$50.00
Reporting Analyst	\$70.00

10. By adding to Attachment B (Payment Provisions), Section 5: Budget for Green Mountain Care and Vermont Health Connect Customer Support Functions, the following:

Contract Period: July 2015 – June 2016	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	12 mo. Contract Total
FIXED COSTS													
Admin Personnel with Loads	\$ 106,242	\$ 104,028	\$ 109,193	\$ 121,735	\$ 97,388	\$ 118,784	\$ 104,038	\$ 109,941	\$ 121,747	\$ 115,106	\$ 114,368	\$ 118,795	\$ 1,341,366
Computers/Software Equipment	\$ 1,010	\$ 1,010	\$ 1,010	\$ 1,010	\$ 1,010	\$ 1,010	\$ 5,544	\$ 1,010	\$ 1,010	\$ 1,010	\$ 1,010	\$ 1,010	\$ 16,658
Copier/Office Supplies	\$ 2,404	\$ 2,693	\$ 2,404	\$ 2,404	\$ 2,747	\$ 2,458	\$ 2,458	\$ 2,747	\$ 2,404	\$ 2,404	\$ 2,633	\$ 2,404	\$ 30,156
Facilities	\$ 38,533	\$ 38,533	\$ 38,533	\$ 38,533	\$ 38,533	\$ 38,533	\$ 38,533	\$ 38,533	\$ 38,533	\$ 38,533	\$ 38,533	\$ 38,533	\$ 462,396
Other Direct Costs/ Licensing and Maintenance	\$ 7,772	\$ 38,360	\$ 10,766	\$ 12,860	\$ 3,297	\$ 3,297	\$ 3,297	\$ 3,297	\$ 3,885	\$ 9,497	\$ 3,297	\$ 3,297	\$ 102,917
Printing/Graphics	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Telephone Equipment	\$ 7,133	\$ 7,133	\$ 7,133	\$ 7,133	\$ 7,133	\$ 7,133	\$ 7,133	\$ 7,133	\$ 7,133	\$ 7,133	\$ 7,133	\$ 7,133	\$ 85,596
Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ 2,000
Subtotal	\$ 188,093	\$ 191,758	\$ 169,039	\$ 183,675	\$ 150,108	\$ 197,215	\$ 161,002	\$ 163,660	\$ 174,711	\$ 173,682	\$ 166,974	\$ 171,172	\$ 2,091,089
Indirects	\$ 37,082	\$ 37,805	\$ 33,326	\$ 36,211	\$ 29,593	\$ 38,881	\$ 31,741	\$ 32,265	\$ 34,444	\$ 34,241	\$ 32,919	\$ 33,745	\$ 412,253
Total Fixed Cost	\$ 225,175	\$ 229,563	\$ 202,365	\$ 219,886	\$ 179,701	\$ 236,096	\$ 192,743	\$ 195,925	\$ 209,155	\$ 207,923	\$ 199,893	\$ 204,917	\$ 2,503,342
Other Variable Costs Est.													
Service 2 Notices	\$ -	\$ 5,077	\$ 5,077	\$ 5,077	\$ 5,077	\$ 5,077	\$ 5,077	\$ 5,077	\$ 5,077	\$ 5,077	\$ 5,077	\$ 5,077	\$ 55,847
Service 3 Booklets	\$ -	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600	\$ 105,605
Service 4 Applications & Forms	\$ -	\$ 1,831	\$ 1,831	\$ 1,831	\$ 1,831	\$ 1,831	\$ 1,831	\$ 1,831	\$ 1,831	\$ 1,831	\$ 1,831	\$ 1,831	\$ 20,140
Walk In Customers	\$ -	\$ 4,356	\$ 3,998	\$ 6,611	\$ 3,844	\$ 3,844	\$ 3,844	\$ 3,844	\$ 3,844	\$ 3,844	\$ 3,844	\$ 3,844	\$ 45,715
Bus Vouchers Ten-Ride	\$ -	\$ 1,230	\$ 3,075	\$ 1,230	\$ 1,292	\$ 1,292	\$ 1,292	\$ 1,292	\$ 1,292	\$ 1,292	\$ 1,292	\$ 1,292	\$ 15,867
Bus Voucher Single Ride	\$ -	\$ 128	\$ 256	\$ 144	\$ 144	\$ 144	\$ 144	\$ 144	\$ 144	\$ 144	\$ 144	\$ 144	\$ 1,676
Total Other Variable Cost Est.	\$ -	\$ 22,223	\$ 23,837	\$ 24,493	\$ 21,787	\$ 244,850							
Variable Costs													
Estimated Minutes	350,000	350,000	350,000	400,000	450,000	600,000	650,000	600,000	500,000	350,000	350,000	350,000	5,300,000
Rate Per Minute	\$ 0.912	\$ 0.912	\$ 0.912	\$ 0.912	\$ 0.912	\$ 0.912	\$ 0.912	\$ 0.912	\$ 0.912	\$ 0.912	\$ 0.912	\$ 0.912	
Total Estimated Variable Cost for Minutes	\$ 319,200	\$ 319,200	\$ 319,200	\$ 364,800	\$ 410,400	\$ 547,200	\$ 592,800	\$ 547,200	\$ 456,000	\$ 319,200	\$ 319,200	\$ 319,200	\$ 4,833,600

STATE OF VERMONT
 AMENDMENT TO PERSONAL SERVICES CONTRACT
 MAXIMUS HEALTH SERVICES, INC.

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 CONTRACT #20959
 AMENDMENT #4

Estimated Gross Billing: Not including Incentives, Service Credits or Retainage	\$ 544,375	\$ 570,985	\$ 545,402	\$ 609,179	\$ 611,888	\$ 805,083	\$ 807,330	\$ 764,912	\$ 686,942	\$ 548,911	\$ 540,880	\$ 545,904	\$ 7,581,792
<i>Possible Incentive</i>	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$ 660,000
<i>Possible Service Credit</i>	(\$27,500)	(\$27,500)	(\$27,500)	(\$27,500)	(\$27,500)	(\$27,500)	(\$27,500)	(\$27,500)	(\$27,500)	(\$27,500)	(\$27,500)	(\$27,500)	\$ (330,000)
<i>Estimated Including Incentive</i>	\$ 599,375	\$ 625,985	\$ 600,402	\$ 664,179	\$ 666,888	\$ 860,083	\$ 862,330	\$ 819,912	\$ 741,942	\$ 603,911	\$ 595,880	\$ 600,904	\$ 8,241,792
<i>Estimated Deducting Service Credit</i>	\$ 516,875	\$ 543,485	\$ 517,902	\$ 581,679	\$ 584,388	\$ 777,583	\$ 779,830	\$ 737,412	\$ 659,442	\$ 521,411	\$ 513,380	\$ 518,404	\$ 7,251,792
Estimated 8% Retainage	\$43,550	\$45,679	\$43,632	\$48,734	\$48,951	\$64,407	\$64,586	\$61,193	\$54,955	\$43,913	\$43,270	\$43,672	\$ 606,543
Total Estimated Cost	\$ 599,375	\$ 625,985	\$ 600,402	\$ 664,179	\$ 666,888	\$ 860,083	\$ 862,330	\$ 819,912	\$ 741,942	\$ 603,911	\$ 595,880	\$ 600,904	\$ 8,241,792

11. By deleting Attachment B (Payment Provisions), Section 10: Member Services Transition, and substituting in lieu thereof the following Section 10 (Member Services Transition) as follows:

10. MEMBER SERVICES TRANSITION

Upon nearing the end of the final term of this Contract, and without respect to either the cause or time of such termination, the Contractor shall take all reasonable and prudent measures to facilitate the transition to a successor provider, to the extent required by the State. The Contractor shall, at any time during the six (6) months preceding Contract expiration, provide such information about the Contract services as will be reasonably required by the State and/or the successor for purposes of planning the transition. Upon request by the State, the Contractor shall promptly provide non-proprietary historical records to the State in a mutually acceptable format.

Within no more than 120 days and no less than 90 days either due to State termination for Contractor's default, Contractor's termination for convenience, or expiration of the contract, the Contractor shall (i) develop and deliver a documented transition plan to enable a reasonable and smooth transition to an alternate service provider; the Contractor and the State shall agree upon the transition plan no later than sixty (60) days prior to the contract termination date, which will detail how the Contractor shall deliver all existing data and materials not proprietary to Contractor to any new service provider or State entity as requested; and (ii).

Within 120 days of the date of State termination for Contractor's default, Contractor's termination for convenience, or expiration of the contract, and except as otherwise directed by the State, the Contractor shall:

1. Stop work under the Contract on the expiration date, or such earlier date specified in a notice;
2. Perform such knowledge transfer as may be required to allow the services to continue without interruption or adverse effect and to facilitate orderly migration and transfer of the services to the successor provider;
3. Maintain applicable service levels through the date of contract termination and complete performance of such part of the work as shall not have been terminated; and
4. Take such action as may be necessary, or as the State may direct, for the protection, preservation and delivery of data, records, work product, fixtures and personal property related to the performance of services under this Contract which are in the possession of the Contractor and in which the State has or may acquire an interest, including, but not limited to hardware- phone system, phones, computers, monitors, cubicles and office supplies funded by the State pursuant to the terms of the Contract, and to transfer that property to the State or a successor provider.

Upon termination of this Contract, neither party shall have any further obligation to the other party, provided, however, that such termination shall not release the Contractor or the State of its obligations including: payment obligations accrued to the Contractor prior to and up to the termination date; defense and indemnity obligations of the Contractor for its acts or omissions through the date of termination; non-solicitation; confidentiality provisions hereof; Contractor's limitation of liability; and cooperation as to the orderly transfer and return of personal property, hardware and equipment owned by the State, if any, fixtures and data, records, and case administration efforts between the Contractor and the State. Failure on the part of the Contractor to comply with these requirements in whole or part may result in forfeiture of any remaining retainage.

Contractor acknowledges that, if it were to not perform, or threaten non-performance of its obligation to provide the State with the foregoing transition assistance, the State would be immediately and irreparably harmed and monetary compensation would not be measurable or adequate. In such circumstances, the State shall be entitled to seek such injunctive, declaratory or other equitable relief as the State deems necessary to prevent such breach or threatened breach, without the requirement of posting any bond. If the court should find that Contractor has not-performed (or attempted or threatened non-performance) hereunder, Contractor agrees that without any additional findings of irreparable injury or other conditions to injunctive or any equitable relief, Contractor will not oppose the entry of an order compelling its performance and restraining Contractor from any further non-performance (or attempted or threatened non-performance).

12. By deleting Attachment C (Customary Provisions for Contracts and Grants, and substituting in lieu thereof the Attachment C (Standard State Provisions for Contracts and Grants) attached to this Amendment:

13. By deleting Attachment D (Modification of Customary Provisions of Attachment C or Attachment F), and substituting in lieu thereof the Attachment D (Modification of Customary Provisions of Attachment C or Attachment F), attached to this Amendment:

This amendment consists of 21 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#20959) dated December 15, 2011 shall remain unchanged and in full force and effect.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR
MAXIMUS HEALTH SERVICES, INC.

STEVEN COSTANTINO, COMMISSIONER DATE
312 Hurricane Lane, Suite 201
Williston, VT 05495-2087
Phone: 802-879-5901
Email: Steven.Costantino@state.vt.us
AHS/DVHA

ADAM POLATNICK, VICE PRESIDENT DATE
1891 Metro Center Drive
Reston, VA 20190
Phone: 703-234-3215
Email: AdamPolatnick@maximus.com
MAXIMUS HEALTH SERVICES, INC.

**ATTACHMENT C
STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS**

- 1. Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 2. Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
- 3. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
- 4. Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

- 7. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the

Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$ 1,000,000 per occurrence, and \$ 3,000,000 aggregate.

- 8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
- 9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a

Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- 10. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**
 - a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party 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.
 - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
- 14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
 - a. is not under any obligation to pay child support; or
 - b. is under such an obligation and is in good standing with respect to that obligation; or

- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party'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.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>
- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- 20. Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

22. Conflict of Interest: Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

AHS -State of Vermont – Attachment C_3-1-2015_rev

MODIFICATION OF CUSTOMARY PROVISIONS
OF
ATTACHMENT C OR ATTACHMENT F

1. Requirements of other Sections in Attachment C are hereby modified:
Section 6 of Attachment C is amended by replacing section 6 with the following:

6. Independence, Liability: The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses to the extent arising from any act or omission of the Party; however, in no event shall the Party be responsible for the acts or omissions of the State or its Contractors nor shall it incur any liability arising out of such acts or omissions.

In no event shall either party or, in the case of the Contractor, its suppliers, be liable to each other for any indirect, incidental, , special damages, damages which are unforeseeable to the parties at the time of contracting, damages which are not proximately caused by a party or economic damages, including but not limited to any lost profit, lost savings, business interruption damages or expenses, losses resulting from erasure, damage, destruction or other loss of files, data or programs or the cost of recovering such information, even if such party has been advised of the possibility of such damages or losses.

Except as set forth below, the Contractor and its suppliers' liability to the State for any claims, losses or damages arising out of or in connection with this contract, including but not limited to the performance or non-performance of services or the use or inability to use any work products, shall in no event exceed two (2) times the maximum contract amount, as the same may be amended from time-to-time but in no event to exceed thirty-five (35) million dollars. The Contractor and its suppliers' liability to the State for any claims, losses or damages arising out of or in connection the breach of Contractor's Confidentiality obligations hereunder shall in no event exceed four (4) times the maximum contract amount, as the same may be amended from time-to-time. THESE LIMITATIONS SHALL NOT APPLY TO STATE CLAIMS ARISING OUT OF (A) PERSONAL INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY; (B) CONTRACTOR'S GROSS NEGLIGENCE, FRAUD OR INTENTIONAL MISCONDUCT; OR (C) A CLAIM THAT CONTRACTOR HAS INFRINGED UPON A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT SHALL CONTRACTOR'S LIABILITY BE LIMITED FOR THIRD PARTY CLAIMS AGAINST THE CONTRACTOR WHICH MAY ARISE OUT OF CONTRACTOR'S ACTS OR OMISSIONS IN THE PERFORMANCE OF THIS CONTRACT.