# DVHA Routing Form

Revision Date 5/1/12

Type of Agreement: **Contract** Agreement #: **20959** Form of Agreement: **Amendment** Amendment #: **2**

Name of Recipient: **Maximus, Inc.** Vendor #: **10226**

Program Manager : **Tena Perrelli** Phone #: **802-585-6401**

Agreement Manager: **Emily Trantum** Phone #: **802-879-5922**

Brief Explanation of Agreement: **Increases the maximum amount, revises Attachment A, and revises Attachment B.**

Start Date: **12/15/2011** End Date: **6/30/2014** Maximum Amount: **17,540,153**

Amendments Only: Maximum Prior Amount: **$4,961,991.00** Percentage of Change: **292.66%**

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

Funding Source

| | | | |
|---|---|---|---|
| **GC Admin** | **$7,828,170.28** | | |
| **Federal** | **$9,612,003.84** | | |
| **General Fund** | **$99,978.88** | | |

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 and Amendment 1**

| 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, AAG** | J.J. | | |
| Following Approvals for Contracts Only: | | | | |
| AHS CIO | **Darin Prail** | D.P. | | |
| AHS Central Office | **Diane Nealy** | D.N. | | |
| AHS Secretary | **Dixie Henry** | D.H. | | |

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 #:** 20959 **Amendment #:** 2

**Vendor Name:** Maximus, Inc. VISION Vendor No: 10226

Vendor Address: 1891 Metro Center Drive, Reston, VA 20190

**Starting Date:** 12/15/2011 **Ending Date:** 6/30/2014 **Amendment Date:** 4/17/2013

**Summary of agreement or amendment:** Increases the maximum amount, revises Attachment A, and revises Attachment B

## II. FINANCIAL INFORMATION

Maximum Payable: $17,540,153.00 Prior Maximum: $ 4,961,991.00 Prior Contract # (If Renewal):

Current Amendment: $12,578,162.00 Cumulative amendments: $ 13,073,107.96 % Cumulative Change: 292.66 %

**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 0.57 % | S-Fund % | F-Fund 54.80 % | GC-Fund 44.63 % | 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.P. D.N. E.B.

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

| Date | Agency / Department Head | Date | Agency Secretary or Other Department Head (if required) |
|---|---|---|---|
| | E-SIGNed by Mark Larson on 2013-Apr-17 | | E-SIGNed by Dixie Henry on 2013-Apr-18 |
| Date | Approval by Attorney General | Date | Approved by Commissioner of Human Resources |
| | E-SIGNed by Jaye Johnson on 2013-Apr-17 | | E-SIGNed by Michael Clasen on 2013-Apr-18 |

| Date | CIO | Date | CMO | Date | Secretary of Administration |
|---|---|---|---|---|---|

VERMONT

**Department of Vermont Health Access**
312 Hurricane Lane, Suite 201
Williston, VT 05495
**www.dvha.vermont.gov**

*Agency of Human Services*
[phone] 802-879-5900

# MEMORANDUM

**TO:** Jeb Spaulding; Secretary, Agency of Administration (AOA) M.C.

**FROM:** Mark Larson, Commissioner, Department of VT Health Access (DVHA) M.L.

**DATE:** April 16, 2013

**SUBJECT:** Approval to Contract #20959, Amendment #2 with Maximus, Inc.
Proposed Duration is: 12/15/11 – 6/30/14
Proposed Value of Contract: $17,540,153.00

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DVHA is requesting expedited approval to amend contract 20959 with Maximus Inc. This is one of several contracts the Department of Vermont Health Access (DVHA) executed to assist with the second year of planning, designing, and development of Vermont's Health Benefit Exchange under the Affordable Care Act (ACA).

The original Maximus contract was developed through a competitive procurement process in 2011. We ask to extend and expand current contract services provided to the population enrolled in Vermont's public health care programs, Catamount Health, and the Bus Pass Program through June of 2013 by adding services for Health Benefit Exchange (HBE) participants that will also provide eligibility, enrollment and benefits counseling to individual members as well as small business members through June 2014.

The State of Vermont has been working with Maximus since 1996. Maximus operates the Green Mountain Care Member Services call center in Burlington, Vermont. Dedicated exclusively to this contract, they currently handle approximately 6,000 calls per month and associated mailings on topics including: health benefits enrollment, questions about covered benefits, grievance/appeals requests, address/phone number changes, premium payment questions, assistance with finding providers and many other topics. Over the past 17 years, our contracts with Maximus have evolved and grown to keep up with changes to our health insurance programs.

Because there is no precedent for work volumes or content in a Health Benefit Exchange, the complexity of defining estimated volumes and services, and negotiating a variable rate based on those estimated work volumes has delayed this amendment and caused us to miss the April 1, 2013 signing deadline.

To achieve project milestones for documenting business processes by May 3, 2013 and to commence training by July 1, 2013, Maximus' expertise with current programs will be critical to our ability to develop procedures for the new HBE programs and software. We believe the depth and quality of experience Maximus has delivered serving members in existing public programs makes them an excellent partner to help develop our new business processes and to handle the estimated 70,000 calls per month expected during the first year of the Health Benefits Exchange.

The funding for this contract is covered by a mix of Global Commitment to Health Appropriation, federal MMIS I-APD funds, State General Fund, and complies with all mandatory provisions of AOA Bulletin 3.5.

DVHA looks forward to approval of this contract.

## 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 personal services for enrollment, benefit counseling, customer service for the Vermont Health Connect Customer Support Center and Vermont Health Benefits Exchange, Green Mountain Care programs, and the Bus Pass Program, effective December 15, 2011, as then amended October 1, 2012 is hereby amended effective April 17, 2013, as follows:

**1. By deleting Section 3 (Maximum Amount) on page 1 of 6, as amended by Amendment 1, and substituting in lieu thereof the following Section 3:**

**3. <u>Maximum Amount.</u>** 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 $17,643,107.

**2. By deleting Section 4 (Contract Term) on page 1 of 31, of the base agreement, and substituting in lieu thereof the following Section 4:**

**4. <u>Contract Term.</u>** The period of the Contractor's performance shall begin on December 15, 2011 and end on June 30, 2014.

**3. By deleting Attachment A (Specifications of Work to Be Performed) in its entirety beginning on page 3 of 31, of the Contract, and substituting in lieu thereof the following Attachment A:**

## ATTACHMENT A
## SPECIFICATIONS OF WORK TO BE PERFORMED

1. OVERVIEW OF PUBLICY FUNDED PROGRAM RESPONSIBILITIES

The Contractor will inform the eligible population and other interested individuals about the State health care programs including Primary Care Plus and also the Bus Voucher Program. This includes information about program policies, time lines and benefits. The Contractor acknowledges that the State has entered into a contract with CGI, Inc. ("CGI") for the construction of a federally required web-based health benefits exchange system solution ("HBE") which is expected to be operational October 1, 2013. The development of the HBE shall be referred to herein as the "HBE Exchange Project."

A. Contractor will be responsible for performing the following customer support functions, and the requirements set forth in Attachment G to the Contract, Integration Scope of Work, following specific procedures that have been developed and agreed upon by the State and the Contractor for each of these functions:

- Update computer systems with changes in address, phone numbers, job and wage information, household members, pregnancy end dates, births, low income subsidy application dates and social security numbers for Health Access Eligibility Unit (HAEU) cases only; for all other changes, send a message to the HAEU

eligibility specialist.

- Update computer systems for District Office (DO) cases with reports of pregnancy end dates, births and low income subsidy application dates; for all other changes, send a message to the Eligibility Specialist in the appropriate DO.
- Submit requests for replacement Green Mountain Care cards when requested for HAEU cases only; for all other cases, send a message to the Eligibility Specialist in the appropriate DO.
- Answer questions about the relationship between Medicare/Medicaid for dual eligibility.
- Respond to requests for applications, questions about covered services, and basic eligibility questions. Assist members in understanding notices issued by the State.
- Enter or report beneficiary income changes.
- Provide beneficiaries with information and assistance regarding spend downs.
- Verify and update into the State eligibility system participant information when alternative coverage (Third Party Liability) is involved. Answer questions regarding program premiums.
- Assist members in resolving billing issues when received in writing or over the phone.
- Answer covered services questions and research and respond to beneficiary when necessary, within one business day.
- Respond to questions related to Vermont's subsidized direct pay insurance program, (Catamount Healthcare) and refer beneficiaries to Catamount Plans as needed.
- Assist participants with their search for and selection of providers.
- Respond to questions regarding "wraparound" benefits and how to access them.
- Answer questions regarding the status of prior authorization and explain the requirements for prior authorization.
- Advise beneficiaries about how to obtain non-emergency medical transportation.
- Educate beneficiaries and other interested parties about other State services that might be available to them, i.e. Healthy Babies, Kids, and Families; Home and Community-Based Waiver services; and the State Hi-tech program.
- Facilitate corrections when State and Contractor information systems are not in synch about beneficiary eligibility as defined by the State.
- Perform telephonic outreach to new Primary Care Plus program (PC-Plus) members as agreed upon by the State and Contractor.
- Enroll beneficiaries between the ages of one and seventeen with a Dental Home provider when applicable and assist beneficiaries with identifying providers.
- Enroll Catamount Health Premium Assistance (CHAP) eligible customers into their Catamount Health plan of choice and data enter transfers between plans into Access, the State eligibility system
- Provide orientation to Primary Care Plus enrollees through the enrollment process;
- Provide welcome calls to individuals enrolled into Primary Care Plus who are new to managed care and have not had a managed care orientation, and enroll by mail or are auto assigned;
- Handle complaints and assist in resolving beneficiary problems;
- Process requests for reconsideration of eligibility determination or services (Fair

Hearings). For any Fair Hearing requests regarding a beneficiary's eligibility determination or premium issue, Contractor will send a message to the Eligibility Specialist in the appropriate office to initiate the process.

- Provide information about the Exception Request process and mail forms when requested.
- Utilize the State's HBE and Customer Relationship Management (CRM) systems to provide customer support service for HBE and Modified Adjusted Gross Income (MAGI) Medicaid beneficiaries.

B. The Contractor will enroll eligible individuals into health care programs managed by the State following specific procedures that have been developed and agreed upon by the State and Contractor.
Contractor shall:
Provide eligible individuals with adequate, unbiased information necessary to select a primary care provider and/or the appropriate health plans from the following:

- Medicaid: Supplemental Security Income (SSI) Related & Disabled
- Medicaid: Non- Modified Adjusted Gross Income (MAGI)
- Vermont Health Access Program (VHAP)
- And MAGI Medicaid including:
  - Aid to Needy Families with Children (ANFC) Related
  - Medically Needy: ANFC
  - Pregnant Women
  - Dr. Dynasaur/ Children's Health Insurance Program (CHIP)
- Enroll eligible individuals with health plans.
- Assist eligible individuals with selection of a primary care provider.
- Update consumer file in the State eligibility system or HBE with enrollment and other beneficiary changes.
- Inform beneficiaries of their rights and responsibilities under the program.
- Produce and distribute Primary Care Plus enrollment packages, reminder notices and enrollment confirmation letters, which serve as temporary identification cards.
- Collect, monitor and report data regarding HelpLine activities.
- Coordinate with State staff and health plan staff to develop efficient and organized education and enrollment processes.
- Provide telephone services including benefits counseling.
- Provide enrollment counseling and functions as defined in this contract.
- Contractor shall be responsible for enrolling individuals who are eligible for CHAP into their plan of choice by phone; referring callers with covered services questions to the plans directly. Contractor shall also capture dental home enrollments over the phone.

C. Contractor will be responsible for performing the following Bus Voucher Program functions, following specific procedures that have been developed, and mutually agreed upon, by State and Contractor for each of these functions.

- Issue Medicaid Bus Vouchers only to those requesting beneficiaries who have confirmed categorical eligibility at the time of the request.

- Issue Medicaid Bus Vouchers only to those beneficiaries who may have a vehicle but are on the most recent exception list for the time period indicated (the State will make the list available to the Contractor). Follow the motor vehicle exception process as established by the State.
- Pre-verify a minimum of 5% of the Bus Voucher related medical appointments reported by Medicaid beneficiaries.
- Perform telephonic outbound calls to providers to attempt to verify beneficiary reported appointments and track results. Refer beneficiaries to transportation brokers for non-bus voucher transportation needs.
- Pre-purchase a sufficient volume of Bus Vouchers on a monthly basis, in accordance with historical volumes, and invoice the State on a monthly basis for said purchase (to be included in itemized monthly invoice for overall Green Mountain Care Member Services functions).
- Mail new vouchers to those beneficiaries who have followed all program rules and have only 2 rides left on their current vouchers.
- Beneficiaries who have not called to register appointments prior to using all rides on their voucher will only be sent a 2 ride voucher along with a voucher program instructional letter prepared by the State and the Contractor and approved by the State when they do request a new voucher. This new voucher will only be sent if the beneficiary has a verifiable medical appointment or pharmacy need.
- Mail up to 3 annual broadcast mailings to bus voucher users as prepared by the State and the Contractor, and approved by the State.
- Provide bus vouchers to qualified beneficiaries using mail only.
- Track voucher usage and provide agreed-upon electronic reports to the State by monthly due date.
- Contact the State for any exception requests: an exception request indicates that an individual appears to be categorically ineligible but is requesting a bus voucher due to either medical or other reasons.
- Document and report beneficiary disputes and resolve or forward disputes to the appropriate party as directed by the State.
- Ensure staffing levels are appropriate to support the needs of these functions and to ensure the defined service levels are achieved.

A summary table that provides an overview of the programs and populations served and type of services to be performed is provided below.

| Programs | VHAP | VHAP-ESIA | ESIA | CHAP | Catamount Health | VHAP Pharmacy | VScript | Vscript Expanded |
|---|---|---|---|---|---|---|---|---|
| Service Start Date | 4/1/2013 | 4/1/2013 | 4/1/2013 | 4/1/2013 | 4/1/2013 | 4/1/2013 | 4/1/2013 | 4/1/2013 |
| Anticipated Service End Date | 12/31/2013 | 12/31/2013 | 12/31/2013 | 12/31/2013 | 12/31/2013 | 12/31/2013 | 12/31/2013 | 12/31/2013 |
| Eligibility Determination | | | | | | | | |
| Eligibility Support | X | X | X | X | | X | x | X |
| Customer Service Support | X | X | X | X | | X | X | X |
| Health Plan/PC+ Enrollment | X | | | | | | | |
| Premium Customer Service | X | X | X | X | | X | X | X |
| Mailhouse Support | | | | | | | | |
| Systems Used | ACCESS, MMIS, PBM, VT Notices, Premium Processor System | ACCESS, MMIS, PBM, VT Notices, Premium Processor System | ACCESS, MMIS, PBM, VT Notices, Premium Processor System | ACCESS, MMIS, PBM, VT Notices, Premium Processor System | ACCESS | ACCESS, MMIS, PBM, VT Notices, Premium Processor System | ACCESS, MMIS, PBM, VT Notices, Premium Processor System | ACCESS, MMIS, PBM, VT Notices, Premium Processor System |

| Programs | Healthy Vermonters | VPharm | QHP Customer Service | QHP Enrollment | Medicaid Non-MAGI | Medicaid/ Medicare DUALS | Medicaid Katie Beckett | Medicaid SSI Related & Disabled |
|---|---|---|---|---|---|---|---|---|
| Service Start Date | 4/1/2013 | 4/1/2013 | 7/1/2013 | 10/1/2013 | 4/1/2013 | 4/1/2013 | 4/1/2013 | 4/1/2013 |
| Anticipated Service End Date | | | | | | | | |
| Eligibility Determination | | | | | | | | |
| Eligibility Support | x | | | X | X | X | X | X |
| Customer Service Support | X | X | X | | X | X | X | X |
| Health Plan/PC+ Enrollment | | | | X | X | | | X |
| Premium Customer Service | | X | | X | | | | |
| Mailhouse Support | | | | | | | | |
| Systems Used | | | OneGate, Siebel CRM, VT Notices, premium Processor System | OneGate, Siebel CRM, VT Notices, premium Processor System | ACCESS, MMIS, PBM, VT Notices, Premium Processor System | ACCESS, MMIS, PBM, VT Notices, Premium Processor System | ACCESS, MMIS, PBM, VT Notices, Premium Processor System | ACCESS, MMIS, PBM, VT Notices, Premium Processor System |

| Programs | Medicaid LTC | Medicaid MAGI: Customer Service Medically Needy, Pregnant Women, Dr. Dynasaur, ANFC Related | Medicaid MAGI: Open Enrollment Medically Needy, Pregnant Women, Dr. Dynasaur, ANFC Related | Primary Care Plus | Medicaid Bus Ticket program | | | |
|---|---|---|---|---|---|---|---|---|
| Service Start Date | 4/1/2013 | 7/1/2013 | 10/1/2013 | 4/1/2013 | 4/1/2013 | | | |
| Anticipated Service End Date | | | | | | | | |
| Eligibility Determination | | | | | X | | | |
| Eligibility Support | | | X | X | X | | | |
| Customer Service Support | X | X | X | X | X | | | |
| Health Plan/PC+ Enrollment | | | X | X | | | | |
| Premium Customer Service | | | X | X | | | | |
| Mailhouse Support | | | | X | X | | | |
| Systems Used | ACCESS, MMIS, PBM, VT Notices, Premium Processor System | VT Health Connect Website | OneGate, Siebel CRM, VT Notices, MMIS, PBM, Premium Processor System | ACCESS, MMIS, VT Notices, Premium Processor System | ACCESS, MMIS, VT Notices, Premium Processor System | | | |

2. OVERVIEW FOR HEALTH BENEFITS EXCHANGE, QUALIFIED HEALTH PLANS (QHP)

Contractor will Utilize the State's HBE and Customer Relationship Management (CRM) and/or the State of Vermont's Access software solutions to perform all tasks and duties for HBE customers to ensure delivery of equal level of service as is provided to customers on all State publicly funded plans. Contractor will be responsible for performing customer support functions for individuals, families, small group employers and their employees including but not limited to the following:

- Assist with Premium billing questions.
- Provide information related to available public and private benefits.
- Perform pre-screening eligibility.
- Capture information to perform MAGI & QHP eligibility.
- Capture information to perform small group employer eligibility.
- Facilitate plan selection, census set-up for Small Group employers census sign up for employees and affordability guidance for employers and employees.
- Assist beneficiaries to establish on-going payment preferences.
- Accept credit and debit card payment information and enter this information into the HBE.
- Provide Payment Card Industry (PCI) data security standards compliant work environment.
- Support and perform bill/invoice review.
- Answer questions regarding refunds.
- Facilitate QHP and plan selection in HBE based on eligibility for individuals and families.
- Provide education, information and processing assistance with QHP and MAGI Medicaid notices.
- Assist customers who wish to file an appeal.
- Provide assistance with all self-service on-line functions; HBE functionality may include co-browsing, however this functionality shall not be considered a State obligation hereunder.
- Recognize and remediate comments by customers that imply potential State and ACA rule violations and to follow the case handling procedures as explicitly documented in the 'Solutions' knowledgebase.
- Assist any customer who may not have access to the HBE web portal to perform education, prescreening, eligibility, enrollment, and billing related activities.
- Capture detailed customer comments in a database that would inform procedural changes or website enhancements to an improved customer experience.
- Refer all inquiries from the press and legislators to designated State staff, letting the State respond directly to the inquiry.
- Support "complex family plan selection" where individuals within the family may select QHP and Vermont assisted (public) plans within a single family.
- Provide customer services interactions in English.
- Provide language translation services as requested by the State.

3. TELEPHONE ACCESS

The Contractor must provide live telephone coverage by trained staff to meet the needs of eligible plan participants. Staffing must be sufficient to achieve service levels documented in number 18 section B without managing this service level through pressure on limiting call length and negatively impacting a high quality customer experience.

"Coverage Hours" will be from 8:00 a.m. to 8:00 p.m. eastern US Time zone, Monday through Friday, and 8am to 1pm Saturdays except when any of the following State holidays fall on a weekday or Friday, Saturday or Monday: New Year's Day, Martin Luther King Day, Presidents Day, Town Meeting Day, Memorial Day, Independence Day, Bennington Battle Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. The Contractor is not required to operate on Saturday's that occur on holiday weekends. "After Hours" is defined as all eastern US time that is not defined as "Coverage Hours."

The Contractor must regularly update the Integrated Voice Response system (IVR) holiday closed messaging informing customers of the Support Center's open hours for that week and provide a standard greeting for "after hours" messages.

The Contractor must provide TTY communication and relay service, and language translation as necessary to facilitate communication. Telephone line staffing must be adequate to meet or exceed the performance standards defined herein. Contractor agrees to relinquish back to the State the use of 1-800-250-VHAP line, and any other 800 lines or local numbers that consumers utilize, at no cost to the State upon the termination of the contract. The Contractor will be responsible for all telephone charges for the toll free lines, MAXIMUS business line, and the Language Line.

4. INFORMING MATERIALS

Any outreach and educational materials must be approved by the State in advance of printing or distribution. Some printed materials will be written and produced by the State and other material will be written and produced by the Contractor as agreed upon in advance of production. At the State's direction, the Contractor is responsible for writing, updating and producing both the PC Plus enrollment kit and any bus voucher program materials. All written materials must be updated on a timely basis, and within the scope of available funds, to accurately reflect changes in policies, procedures and schedules.

5. EDUCATION ACTIVITIES

Contractor shall be responsible for educating enrollees and other interested individuals (and Customer Support Representatives) regarding program policies and benefits. Educational activities may be conducted via mail, by telephone and through in-person meetings at the Green Mountain Care Member Services office (walk-ins). Contractor shall provide information and assist enrollees (and Customer Support Representatives) in understanding all facets of the State's health care programs, including the following:

- General concepts about Medicaid, Dr. Dynasaur, VHAP and of health care

delivery in a managed care model, until any such programs are retired.

- 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.
- General information regarding the CHAP enrollment process and participating plans until such programs are retired.
- General concept of the Dental Home initiative and help locate a dental provider.
- The role and responsibilities of the Primary Care Provider (PCP).
- 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 the Healthcare 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.
- Information about the Automatic Assignment Process for Plans and PCP's.
- General information about the Bus Voucher Program, including eligibility, guidelines, and exceptions.
- All functions associated with using the HBE web portal to determine QHP eligibility, enroll, accept credit/debit card payments in a PCI compliant workplace, and provide customer service related to premium processing for Exchange customers including but not limited to the same services provided to customers of public healthcare programs.
- Educate callers regarding the policy of Advanced Premium Tax Credit/Cost sharing subsidies.

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 shall assist participants in understanding and resolving initial enrollment problems that may arise with regard to health plan policies or their Primary Care Provider (PCP), or refer to the QHP as appropriate.

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 a health plan, a PCP, a CHAP or the Exchange Qualified Health (QHP) plan and dental home provider over the telephone.

## 6 ENROLLMENT ACTIVITIES

Contractor shall be responsible for enrolling individuals in publicly funded programs and the HBE Qualified Health Plans. The Contractor shall assist individuals with the selection of Primary Care Providers. For publicly funded programs, determination of financial eligibility will be performed by the Department of Children and Families (DCF) or other State designated organization. For QHP plans, Contractor will facilitate eligibility determination through the

HBE web portal, and escalate to the appropriate State Tier II groups for situations that are not clear on HBE. Contractor must assist eligible individuals with selection of a plan (unless automatically assigned). The Contractor shall extend the date to complete the enrollment process when directed to do so by the State.

7. ENROLLMENT PROCESS

The Contractor must inform individuals about all health plans available under contract with the State, as is appropriate based on eligibility, within their geographic area or area of expressed interest. To the extent possible, this information shall be provided in an objective, non-biased fashion that neither favors nor discriminates against any health plan or health care provider. Customer Support Representatives are prohibited from offering personal opinions or experiences about any plan or health care provider.

For Primary Care Plus enrollees, Contractor must send a pre-printed Plan/Primary Care Provider and Dental Home Preference Form to the eligible individual along with an enrollment booklet, and any general information brochures which the State has developed. Eligible individuals will return their preference form in a pre-paid envelope to the Contractor. Within twenty-one (21) days of the mailing of the initial plan preference form, the Contractor shall contact non-responsive eligible individuals, via mail or telephone, in order to encourage plan selection.

Contractor shall be responsible for enrolling individuals who are eligible for CHAP and the Dental Home program into their plan or provider of choice. However, the Contractor is not responsible for mailing enrollment packets and other materials to CHAP enrollees. Contractor shall mail confirmation notices for Dental Home enrollees.

Contractor shall be responsible for enrolling individuals who are eligible for QHP, MAGI Medicaid, and Standalone Dental plans of choice, based on eligibility.

The VHAP, VHAP-ESIA and the ESIA and CHAP programs are expected to terminate January 1, 2014. They will be replaced by an alternative program and for the period of this contract, the Contractor will handle Tier 1 and most Tier II calls for the new program as requested by the State. Tier III calls will be escalated to the current Coordination of Benefits (COB) group at the State or other parties as designated by the State of Vermont.

8. AUTOMATIC ASSIGNMENT OF ELIGIBLE TO HEALTH PRIMARY CARE PLUS

In the event that the potential PC Plus enrollee fails to select a Primary Care Provider (PCP) within thirty (30) days of the first contact or the individual has paid a premium and must be enrolled prior to the 30th day, and the State has defined enrollment for that individual to be mandatory, the State will apply an automatic assignment algorithm to select a plan for the eligible member prior to the 30th day. Contractor shall maintain automatic assignment rate of 25% or less for individuals that are provided a minimum of 30 days to enroll.

9. NOTICES

The Contractor shall notify the State of the eligible member's chosen PC Plus Primary Care Provider (PCP) and/or Dental Home Provider. The Contractor shall send a confirmation notice to the eligible enrollee. The notice serves as a temporary ID card and provides key information.

The Contractor will also notify members of their reinstatement into PC Plus when a period of ineligibility has been ninety (90) days or less. The State will provide a daily file with the names of individuals who require such notice. The Contractor and State will collaborate on the text for this letter which shall require the approval of the State.

For all notices, documents, and materials that are sent from Contractor, via its mailroom, to an individual, employer, employee, navigator, broker, or other, an electronic copy of those materials will be sent to the HBE, at a web location to be specified by the State with appropriate identifiers to be stored within the HBE document repository.

All notices, requests, claims, demands and other communications hereunder shall be in writing.

Such notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, (iv) by facsimile [or (v) by electronic mail] to the address of the party specified below or such other address as either party may specify in writing:

TO THE STATE:
Vermont Health Connect
Department of Vermont Health Access
10 East Allen Street 2nd Floor
Winooski, VT 05404
Attn: Tena Perrelli

TO THE CONTRACTOR:
MAXIMUS Health Services
1891 Metro Center Drive
Reston, VA 20190
Attn: Contracts Department

With a copy to:
MAXIMUS Health Services
101 Cherry Street, Suite 340
Burlington, VT 05401
Attn: Susan Bauer

10. ASSISTANCE WITH SELECTION OF PRIMARY CARE PROVIDERS AND FORMS

- Contractor shall assist enrollees with selection of a primary care provider.
- Contractor shall offer eligible members assistance in the completion of all necessary forms.

- For PC Plus enrollees, the Contractor shall review returned materials to confirm the accuracy and completeness of information provided, and follow up with enrollees in circumstances where returned forms are incomplete.

11. PC PLUS PLAN/PRIMARY CARE PRACTITIONER PREFERENCE FORM

The Contractor shall send a personalized plan/PCP and Dental Home preference form to the head of household that is required to enroll in PC Plus. At a minimum the following shall be included on the plan/PCP preference form: eligible individual(s) head of household name, household address, phone number (if applicable), identifying information, and Contractor toll-free telephone number.

The Contractor shall distribute to all PC Plus eligible members by mail, or other suitable means, a plan/PCP and Dental Home preference form and accompanying enrollment materials. The mail schedule will allow individuals at least thirty calendar (30) days to make a choice. The Contractor shall be allowed a minimum of five (5) business days from receipt of the monthly member cohort file to mail the enrollment kit. For newly eligible individuals sent on a daily basis, the Contractor will have one (1) business day to mail the enrollment kit.

12. PRIMARY CARE PROVIDER (PCP) TRANSFERS

Contractor shall assist PC-Plus members that wish to switch their primary care provider. Eligible Primary Care Plus members may switch Primary Care Provider's at any time.

13. COORDINATION ACTIVITIES

Contractor shall coordinate with State agencies, the fiscal intermediary (HP), and designated State contractors to ensure efficient operation of the education and enrollment functions, accurate flow of information and development of approaches to improve education and enrollment processes.

14. STAFFING REQUIREMENTS

The Contractor must employ sufficient staff to meet the needs of the eligible population within the service levels set forth in Section 18 of this Contract. The Contractor must employ an adequate number of Customer Support Representatives (CSRs) to handle the volume of incoming calls within the service levels set forth in Section 18 of this Contract. To determine the number of CSRs and shifts needed to handle the volume of incoming calls within the service levels defined in Section 18(B) herein, the Contractor will use workforce management and scheduling software to monitor call volumes in real time, track call statistics and forecast call volumes by the half hour intervals. Proper staffing levels will be calculated for open hour intervals and may be amended in response to changes in volume trends of work that impact the Contractor's ability to meet performance standards.

The Contractor shall monitor peak call hours throughout the month and determine the number of hours each month where talk time exceeds the expected peak hour capacity for 70 Customer Service Agents. The peak hour capacity for 70 CSRs is set at 3,024 agent talk

minutes. The State and the Contractor will collaborate on strategies to address demand in excess of the peak hour capacity based on the causes, expected duration, budget, and other relevant factors.

Contractor must designate a senior staff member to serve as full-time Project Director. The Contractor Project Director must be an employee of the Contractor, dedicated full-time to this Contract. The Contractor Project Director shall possess extensive experience in the following areas:

- Enrollment counseling/benefits counseling
- Customer service/relations
- Managed health care
- Staff management
- Call forecasting and staffing planning
- Call Center Operations

The Contractor's Project Director will be a member of the State's Issues and Process team. Should a change in Project Director become necessary, Contractor must obtain State approval for the replacement.

Contractor must employ or contract with other key personnel necessary to successfully develop and implement this Contract. Contractor shall employ Customer Support Representatives that exhibit strong communications skills, interpersonal skills and aptitude for understanding complex issues.

Contractor shall give prior notice to the State of any plans to add or reduce administrative staff prior to said actions, which must be approved by the State.

15. STAFF DEVELOPMENT, TRAINING AND QUALITY MONITORING

The Contractor shall work with the State staff on the development of the training for CSRs. The Contractor must develop and maintain an ongoing training program to ensure that all CSRs are sufficiently informed regarding program policies and procedures and their responsibilities as benefit counselors.

The Contractor acknowledges that Aged, Blind and Disabled beneficiaries will be required to enroll in managed care. Contractor must adopt a staff training program that educates employees regarding the special needs of this enrollment group.

The Contractor will develop, maintain and update curriculum and training materials reviewed and approved by the State related to utilizing the State HBE web portal and CRM. The Contractor will work with State staff to develop these materials.

The Contractor will work with a team of State staff to maintain the accuracy and consistency of software resource reference materials created by the Contractor, and procedural information for State and Contractor Customer Support Representatives.

The Contractor will work with the State to develop a Customer Support Representative quality evaluation program and report results monthly.

The Contractor will benchmark staff attrition rates and work with the State to develop a plan to reduce the staff attrition rate from current levels. In cases where the State hires Contractor staff to fill vacant State of Vermont positions, the Contractor will be held harmless from any resulting attrition.

16. COMMUNICATION/DATA EXCHANGE

The Contractor shall communicate electronically via secure email with attachments or file transfer with the State or other agreed secure electronic collaboration approach, and the fiscal intermediary. The Contractor shall coordinate with the fiscal intermediary to develop protocols for the electronic transfer of information between the fiscal intermediary and Contractor, when appropriate. Enrollment activities and changes in beneficiary information are made in the State's automated eligibility systems (ACCESS and HBE). In addition, the State will provide the Contractor with access to the MMIS System, the PBM system, OnBase, VT Notices, Customer Relations Management system (CRM), HBE, the Premium Processing vendor's system (as necessary), and other State and contractor databases as needed to support customer support activities. Contractor shall enter into any non-disclosure or confidentiality agreement which may be required by these third party service providers.

The State will electronically transmit to the Contractor a daily notice file for Primary Care Plus enrollees or members that will include notification of initial enrollment, reminder for outreach, enrollment confirmation, auto assignment, reinstatement, Primary Care Plus PCP change, and dental enrollment notifications. The State will electronically transmit a monthly cohort file to the Contractor of individuals being asked to join Primary Care Plus.

The Contractor will have the capability to receive from the fiscal intermediary, HP, on a regular basis, electronically transmitted files of Primary Care Providers. The Contractor will securely electronically transmit a truncated Primary Care Plus program Primary Care Provider file to the State on a weekly basis.

The State of Vermont will provide a monthly enrollment report for Primary Care Plus.

17. REPORTING REQUIREMENTS

The Contractor shall design and maintain, at a minimum, the following information reports and logs. The format and frequency of these reporting activities may change by mutual agreement. The State reserves the right to request additional or different reporting information from the Contractor throughout the term of the Contract, on either an ad hoc or regular basis. Weekly reports will be due to the State by the Thursday of the following week. Monthly reports will be due to the State by the 15th of the following month. An Annual Report will be due to the State by February 15th following the end of the calendar year.

a) WEEKLY

- Summaries of telephone activity for each separate program (Medicaid & non-

Exchange healthcare, Exchange, Bus Pass) including phone system reports with the number of incoming and outgoing calls by half hour intervals, average time to answer, abandon rate, percentage of calls answered within 20, 30, 40, 50, 60, 60-120, and over 120 seconds, average handle time (talk + after call work) of calls during the period, occupancy percentage, IVR abandon rate and total Customer Support Representative scheduled hours.

- Number of mailed pieces, by program.
- Log of complaints received and corresponding actions to respond to each complaint.
- Electronic copies of the Logging data and electronic copies of the reports will be sent to the HBE.

b) MONTHLY

- Summaries of monthly telephone activity, including all data points required in the weekly reports.
- Number of confirmation letters sent to all beneficiaries who have enrolled into Primary Care Plus program broken down by program (i.e., VHAP/Medicaid).
- Summary of types and numbers of communications (mail, phone, etc.) by program (Medicaid, Exchange, Bus Pass).
- Any change in staffing levels by task and function for work performed or anticipated to guide the State in determining staffing levels.
- Other elements as agreed upon by the State and the Contractor. Summary of monthly activities associated with the bus voucher program, including a summary of voucher usage.
- Summary and number of outreach activities related to the voucher program.
- Report of staff attrition rate using methodology agreed upon with the State.
- Call quality measurements using metrics agreed upon with the State.
- Customer Satisfaction using metrics and methodology agreed upon with the State.

18. PERFORMANCE STANDARDS

**A. Timeliness/Turnaround times**

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:

- 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.
- 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.

- The Contractor must enroll an eligible member within two (2) business days after receipt (date stamped on day or receipt) of complete preference form.
- 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.
- Contractor has two (2) business days to return incomplete Plan/PCP preference forms (this excludes failure to pick a Plan or PCP).
- 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 HBE participants.

- Contractor has two (2) business days from date of request to provide additional written information to be sent to an eligible individual.
- 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 by periodic assessments in staff status meetings and by assessment of complaints received by the State.
- Contractor will process beneficiary requests for a Fair Hearing, as defined in procedures and guidelines, within one working day of the initial request.
- 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 periodic assessments, by the State, of activity documentation and/or phone tracking system.
- 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.
- 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.
- 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.

**B. Telephone Response**

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, 70% of all incoming calls that opt to talk to a CSR must be answered by a CSR within 25 seconds of leaving the IVR;
- 98% of calls that have left the IVR and are on hold waiting for a CSR will be transferred to a live operator within 4 minutes.
- 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.

If the Contractor fails to achieve these "Telephone Response" targets, a financial penalty will be applied as documented in Attachment B, number 6, section C.

**Disaster Recovery**

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 define DRP requirements, functions, and timing. The DRP will be made available for review with the state two (2) months prior to the acceptance of any calls being received and will be reviewed and approved by the State. In addition, 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 reasonable efforts to meet the Telephone Response criteria (defined above). As part of the development of the DRP, the Contractor and the State will collaborate on mutually agreed upon procedures. 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 is subject to a penalty of $10,000 for each day that the notification did not occur.

19. STATE RESPONSIBILITIES

The State shall assume the following responsibilities with regard to this Contract:

- Notify the Contractor in a timely manner of all pertinent changes in State policy, procedures or operational systems that affect or depend upon Contractor operations or activities.
- Provide to the Contractor, in a timely manner, information regarding State or federal

regulations, policies or statutes, or changes thereof that are relevant to the Contractor's performance; provided however, in no event shall this obligation be deemed to constitute legal advice and Contractor is advised to consult with counsel regarding applicable State and federal law.

- Provide to the Contractor any other information that the State deems relevant in order to fulfill the duties required by this Contract.
- Designate a Project Manager to represent the State on all matters pertaining to the Contract, including monitoring Contractor compliance with contract terms, monitoring Contractor's progress and quality improvement initiatives, and coordinating with Contractor on issues related to program implementation and operation.
- Reimburse the Contractor in accordance with Attachment B of this Contract, upon receipt of a properly completed invoice.
- Provide technical assistance in resolving problems associated with data exchanges between Contractor and State.
- Send daily roster of potential program enrollees, according to a transmission method, file formats and specifications defined by State and Contractor.
- Perform final determination for all requests for exemption from enrollment in State of Vermont programs.
- Process disenrollment's and auto assignments.
- Provide Contractor with current Medicaid provider lists and QHP provider/plan information, as necessary.
- Provide Contractor with information and otherwise assist Contractor in responding to complex inquiries from clients regarding State policies.
- Provide Contractor with access to and documentation regarding the usage of the State systems including, but not limited to, MMIS, ACCESS, OnBase, VT Notices, HBE, Customer Relations Management system, Premium Processing system, and the PBM contractor system; provided, however, Contractor is responsible for coordinating all training related to these third party systems for Contractor staff.
- Maintain the CRM, OneGate, and other State vendor systems and respond to issues and outages promptly and in a way that avoids service interruptions for the Contractor. Contractor is not responsible for any service interruptions resulting from the outage of the CRM, HBE, or other State vendor systems.
- Inform the State designated Administrator when errors in the CRM Knowledge Base content are identified.
- Ensure that the Contractor's Knowledge Base content is kept current and respond to requests for content modifications promptly.
- Provide Contractor with monthly enrollment reports to track enrollment and performance indicators.
- Provide Contractor with access to detailed reports from the CRM and HBE portals regarding consumer interactions, call types and actions, complaint tracking information, and all necessary data needed to effectively manage the Customer Support Center.

20. 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 Contractor. Further details about Member Services Transition are described in Section 9 of Attachment B.

21. FRAUD AND ABUSE

The Contractor shall require its employees, contractors, and grantees which provide goods or services for the plan to furnish, upon reasonable request, to the State, specifically the Department of Vermont Health Access and the Attorney General any record, document, or other information necessary for a review, audit, or investigation of program fraud or abuse, and shall establish procedures to report all suspected fraud and abuse to the Department of Vermont Health Access and the Attorney General.

22. INSPECTION OF WORK PERFORMED

The Department of Vermont Health Access, the Agency of Human Services, Vermont Auditor of Accounts, the U.S. Department of Health and Human Services, the Health Care Financing Administration, the General Accounting Office, the Comptroller General of the United States, the Office of the Inspector General, Medicaid Fraud Control Unit of the Office of the Attorney General, or their authorized representatives shall, during normal business hours, have the right to enter into the premises of the Contractor and/or all subcontractors and providers, or such other places where duties under the contract are being performed, to inspect, monitor, or otherwise evaluate the work being performed.

Such inspections will include, but not be limited to, the CMS-mandated annual operational and financial health plan reviews and the CMS-mandated independent evaluation of the Vermont Health Access Plan program. All inspections and evaluations shall be performed in such a manner as to not unduly delay work.

23. REUSE OF EXCHANGE IT SYSTEMS ARTIFACTS

Without limiting any rights of the State in this contract, Contractor acknowledges that this contract is in support of the State of Vermont's implementation of the Patient Protection and Affordable Care Act of 2010, and is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. This contract is subject to, and incorporates by reference, 45 CFR 74.36 and 45 CFR 92.34 governing rights to intangible property. Intangible property includes but is not limited to: computer software; patents, inventions, formulae, processes, designs, patterns, trade secrets, or know-how; copyrights and literary, musical, or artistic compositions; trademarks, trade names, or brand names; franchises, licenses, or contracts; methods, programs, systems, procedures, campaigns, surveys, studies, forecasts, estimates, customer lists, or technical data; and other similar items. The Contractor may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under this Contract. The Contractor must deliver all intangible property, including but not limited to, intellectual property, to the State of Vermont in a manner that ensures the Centers for Medicare & Medicaid Services, an agency of the Department of Health and Human Services, obtains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work Product for Federal purposes, and to authorize others to do so. Federal purposes include the purpose of administering the State of Vermont exchanges under the Affordable Care Act of 2010. The Contractor is further subject to applicable regulations

governing patents and inventions, including those issued by the Department of Commerce at 37 CFR Part 401.

The Contractor shall adhere to Federal regulations, including but not limited to 45 CFR 92.32 and 92.33 regarding the acquisition, operation, maintenance and disposition of equipment purchased in conjunction with this contract.

"**Work Product**" means any tangible or intangible, creation, material, item or deliverable, documentation, information and/or other items created by Contractor, either solely or jointly with others, that are specifically commissioned by the State under this contract, and which are developed, conceived of, prepared, procured, generated or produced by Contractor. Work Product may include ideas, inventions, improvements, discoveries, methodologies or processes, or writings, designs, models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, specifications, operating instructions, procedures manuals, or other documentation, whether or not protectable under Title 17 of the U.S. Code and whether or not patentable or otherwise protectable under Title 35 of the U.S. Code, that are developed, conceived of, prepared, arise, procured, generated or produced in connection with this contract, whether as individual items or a combination of components and whether or not the services or the intended Work Product itself are or is completed or the same are or is reduced to practice during the term of this contract. For the avoidance of doubt, Work Product shall not be deemed to include Contractor intellectual property, provided the State shall be granted a license to any such Contractor intellectual property that is incorporated into Work Product

24. CONFIDENTIALITY OF INFORMATION

The Contractor agrees to comply with the requirements of AHS Rule No. 96-1 concerning access to information. The Contractor shall agree that all information, records, and data collected in connection with this contract shall be protected from unauthorized disclosures. In addition, the Contractor shall agree to guard the confidentiality of recipient information. Access to recipient identifying information shall be limited by the Contractor to persons or agencies which require the information in order to perform their duties in accordance with this contract, including the Department of Vermont Health Access, the U.S. Department of Health and Human Services, and other individuals or entities as may be required by the State.

Any other party shall be granted access to confidential information only after complying with the requirements of State and Federal laws and regulations pertaining to such access. The State shall have absolute authority to determine if and when any other party has properly obtained the right to have access to this confidential information. Nothing herein shall prohibit the disclosure of information in summary, statistical, or other form which does not identify particular individuals.

**4. By deleting Attachment B (Payment Provisions) in its entirety on page 1 of 6, of the base agreement, and substituting in lieu thereof the following Attachment B effect May 1, 2013:**

**ATTACHMENT B**

## PAYMENT PROVISIONS

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for services specified in Attachment A, based on actual live call volumes, mailed pieces, and indirect expenses up to the maximum allowable amount specified in this agreement. State of Vermont payment terms are Net 30 days from date of invoice, payments against this contract will comply with the State's payment terms. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

1. The Contractor shall make every effort to submit invoices on or by the 15th of each month for the prior month's expenses. Such invoices will require supporting documentation for processing, but expenses shall total no more than allotted monthly amounts and shall be broken out by program (Medicaid and other non-exchange State healthcare programs, Exchange, Bus Pass) line item as follows:

   One monthly invoice will be submitted by the Contractor for the prior month's expenses related to call center administration and the purchase of the bus vouchers. Purchase amount and expenses for bus vouchers will be based initially upon the average number of monthly users prior to this contract and will be adjusted monthly as the numbers of users fluctuates throughout the contract period. The invoice must clearly separate bus pass and call center expenses. Variable costs (call minutes and mailing costs) will vary month to month based on the volume of calls and mailed pieces handled. The monthly invoices shall include the following documentation and data elements:

| Data elements to be submitted in monthly invoices | | | | | | | |
|---|---|---|---|---|---|---|---|
| | Rate | Medicaid Volume | Medicaid Total | HBE Volume | HBE Total | Total | Notes |
| Startup | | | | | | x | Total Exchange set up billing per schedule |
| Variable Handled Calls | $0.86 | x | x | x | x | x | |
| Fixed Costs - Bus Voucher Program | | | | | | x | |
| Fixed Costs - HBE/Medicaid | | | x | | x | x | Allocate to Medicaid and HBU based on Call Volume |
| Incentive | | | x | | x | x | Allocate to Medicaid and HBU based on Call Volume |
| Penalty | | | x | | x | x | Allocate to Medicaid and HBU based on Call Volume |
| Notices | $0.70 | x | x | x | x | x | |
| Booklets | $3.08 | x | x | x | x | x | |
| Applications/ Forms | $0.89 | x | x | x | x | x | |
| | | | | | | | |
| Bus Vouchers | | | x | | | x | |

Since the HBE is not expected to be in place until October 1, 2013, the State and the Contractor agree that there is no way to accurately predict the new call volumes it will generate. In addition, the State and the Contractor agree that the infrastructure funded under this amendment is scaled to accommodate 70 Customer Service Representatives or approximately 573,300 agent talk minutes per month. Expansions beyond this capacity are subject to timing and cost discussions. Both the State and the Contractor hereby agree to closely monitor workflow volumes and service levels. Contractor defines a talk time cost per minute labor rate of $0.858. Talk time is defined as the number of seconds a live agent is connected on the telephone with a customer. This rate shall include the following: profit margin, direct compensation for CSRs, Supervisors, QA/Training Representatives, training, taxes, and fringe.

**Call and Mail Piece Assumptions**

Total estimated variable costs for the contract period are based on an estimated 6,250,540 total inbound and outbound talk minutes handled by a live agent, and 274,000 mailed pieces. These assumptions are pro forma and should not dictate or inform Contractor's forecasts or scheduling of staffing levels. Successful management of staffing levels to meet service and cost goals will utilize workforce management software and real time monitoring of interval volumes compared to plan, and proper adjustment of staffing in response.

If it is determined from call detail log data by the State and Contractor under Attachment A, Section 14 that the staffing levels need to be reduced or expanded because work volume assumptions are under or overestimated, the monthly payments will be adjusted accordingly as mutually agreed by the parties, and documented in writing, numbered and signed by the duly authorized representative of the State and Contractor.

The invoice shall be printed on the Contractor's official letterhead, reference this contract number, include the date of invoice, remit address, and be signed off by an authorized representative of the Contractor.

Contractor will submit bills or invoices to:

Emily Trantum
Business Office
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, Vermont 05495

2. In regard to the performance measures outlined in Attachment A, the Contractor agrees to an 8% retainage of the total contract for the duration of the contract. Such retainage will be withheld from each monthly payment. The Contractor can submit an invoice to the State for the retainage at the end of each State Fiscal Year, and the State will have thirty (30) days after submission of an invoice issue payment.

In addition to fixed costs, the State agrees to pay the Contractor variable costs associated with this contract based on variable rates set forth above. As of the date of this second amendment, the parties have assumed certain call volumes and levels of services and, for purposes of

information only, the parties have estimated, on a preliminary basis, included in the payment Estimated Costs Chart.

In addition to fixed and variable costs, the State will pay an additional incentive of $55,000 for each month that the following service level conditions are met:

- 70% of calls for the month are answered by a live agent within 25 seconds after leaving the IVR
- 98% of calls are answered by a live agent within 4 minutes
- Calls abandoned for the month after leaving the IVR are less than 5%

These conditions will be documented by call detail reports from the phone system, and submitted with the monthly invoice.

3. The Contractor agrees to provide the State with actual expenditures for the quarters ending in September, December, and March forty-five (45) calendar days from the end of the quarter. Contractor agrees to provide the State with actual expenditures for the contract period of 3/1/2013-06/30/2014 of services rendered under the contract sixty (60) days from the end of the contract period. The State reserves the right to renegotiate the contract amount for State fiscal year 2014 to reflect actual contract expenditures.

4. State will remit all payments to:

   Name: MAXIMUS Health Services
   Address: P.O. Box 791188
   Baltimore, MD 21279-1188

5. Budget for Green Mountain Care Member Services Functions:

| | May | June | July | August | Sept | October | Nov | Dec | January | February | March | April | May | June | 14 mo. Contract Ttl |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **CURRENT AMENDMENT #1** | **$278,523** | **$278,523** | | | | | | | | | | | | | **$557,046** |
| VARIABLE | | | | | | | | | | | | | | | |
| Estimated Talk Time Minutes Cost | | | $193,067 | $257,422 | $450,489 | $740,089 | $552,385 | $589,926 | $632,830 | $729,363 | $589,926 | $176,978 | $235,970 | $214,519 | **$5,362,963** |
| Notices | | | $4,717 | $6,290 | $11,007 | $18,084 | $13,497 | $14,414 | $15,463 | $17,821 | $14,414 | $4,324 | $5,766 | $5,242 | **$131,040** |
| Booklets | | | $7,664 | $10,219 | $17,883 | $29,379 | $21,928 | $23,418 | $25,121 | $28,953 | $23,418 | $7,025 | $9,367 | $8,516 | **$212,890** |
| Applications & Forms | | | $554 | $738 | $1,292 | $2,122 | $1,584 | $1,692 | $1,815 | $2,092 | $1,692 | $508 | $677 | $615 | **$15,379** |
| TOTAL ESTIMTED VARIABLE | | | $206,002 | $274,669 | $480,671 | $789,674 | $589,394 | $629,450 | $675,228 | $778,229 | $629,450 | $188,835 | $251,780 | $228,891 | **$5,722,272** |
| **FIXED** | | | | | | | | | | | | | | | |
| Admin Personnell | | | $106,077 | $106,077 | $106,077 | $106,077 | $106,077 | $106,077 | $106,077 | $106,077 | $106,077 | $106,077 | $106,077 | $106,077 | **$1,272,922** |
| Travel | | | $872 | $872 | $872 | $872 | $872 | $872 | $872 | $872 | $872 | $872 | $872 | $872 | **$10,459** |
| Copier/Office Supplies | | | $1,493 | $1,493 | $1,493 | $1,493 | $1,493 | $1,493 | $1,493 | $1,493 | $1,493 | $1,493 | $1,493 | $1,493 | **$17,920** |
| Telephony | | | $16,875 | $16,875 | $16,875 | $16,875 | $16,875 | $16,875 | $16,875 | $16,875 | $16,875 | $16,875 | $16,875 | $16,875 | **$202,500** |
| Bus Pass Vouchers | | | $309 | $309 | $309 | $309 | $309 | $309 | $309 | $309 | $309 | $309 | $309 | $309 | **$3,708** |
| Rent | | | $43,716 | $43,716 | $43,716 | $43,716 | $43,716 | $43,716 | $43,716 | $43,716 | $43,716 | $43,716 | $43,716 | $43,716 | **$524,589** |
| Computers, Software, Equipment | | | $15,920 | $15,920 | $15,920 | $15,920 | $15,920 | $15,920 | $15,920 | $15,920 | $15,920 | $15,920 | $15,920 | $15,920 | **$191,042** |
| Office Maintenance | | | | | | | | | | | | | | | **$0** |
| Other Direct (licenses, maintenance agreements) | | | $2,279 | $2,279 | $2,279 | $2,279 | $2,279 | $2,279 | $2,279 | $2,279 | $2,279 | $2,279 | $2,279 | $2,279 | **$27,346** |
| Corporate Overheads | | | $34,179 | $34,179 | $34,179 | $34,179 | $34,179 | $34,179 | $34,179 | $34,179 | $34,179 | $34,179 | $34,179 | $34,179 | **$410,153** |
| TOTAL FIXED | | | $221,720 | $221,720 | $221,720 | $221,720 | $221,720 | $221,720 | $221,720 | $221,720 | $221,720 | $221,720 | $221,720 | $221,720 | **$2,660,639** |
| **EXCHANGE SET UP** | | | | | | | | | | | | | | | |
| TOTAL EXCHANGE SET UP | $909,551 | $909,551 | $909,551 | $909,551 | | | | | | | | | | | **$3,638,205** |
| Total Fixed + Setup | $1,188,074 | $1,188,074 | $1,131,271 | $1,131,271 | $221,720 | $221,720 | $221,720 | $221,720 | $221,720 | $221,720 | $221,720 | $221,720 | $221,720 | $221,720 | **$6,855,890** |
| **GRAND TOTALS** | | | | | | | | | | | | | | | |
| **Estimated Gross Billing before Incentives, Penalties or Retainage** | **$1,188,074** | **$1,188,074** | **$1,337,273** | **$1,405,940** | **$702,391** | **$1,011,393** | **$811,114** | **$851,170** | **$896,948** | **$999,949** | **$851,170** | **$410,555** | **$473,500** | **$450,611** | **$12,578,162** |
| *Possible Incentive* | | | *$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*** |
| *Possible Penalty* | | | *-$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*** |
| *Estimated Including Incentive* | *$1,188,074* | *$1,188,074* | *$1,392,273* | *$1,460,940* | *$757,391* | *$1,066,393* | *$866,114* | *$906,170* | *$951,948* | *$1,054,949* | *$906,170* | *$465,555* | *$528,500* | *$505,611* | *$13,238,162* |
| *Estimated Deducting Penalty* | *$1,188,074* | *$1,188,074* | *$1,309,773* | *$1,378,440* | *$674,891* | *$983,893* | *$783,614* | *$823,670* | *$869,448* | *$972,449* | *$823,670* | *$383,055* | *$446,000* | *$423,111* | *$12,248,162* |
| 8% Retainage | -$95,046 | -$95,046 | -$106,982 | -$112,475 | -$56,191 | -$80,911 | -$64,889 | -$68,094 | -$71,756 | -$79,996 | -$68,094 | -$32,844 | -$37,880 | -$36,049 | **-$1,006,253** |
| Estimated Net Billing Including Possible Incentive | $1,093,028 | $1,093,028 | $1,285,291 | $1,348,465 | $701,199 | $985,482 | $801,225 | $838,076 | $880,192 | $974,953 | $838,076 | $432,710 | $490,620 | $469,562 | **$12,231,909** |
| Current Contract + Amendment #1 Value | | | | | | | | | | | | | | | $4,961,991 |
| **Total Contract Value Amendment # 1 & #2** | | | | | | | | | | | | | | | **$16,983,107** |
| Incentive | | | | | | | | | | | | | | | $660,000 |
| **Total Contract Value Including Incentive** | | | | | | | | | | | | | | | **$17,643,107** |

6. PERFORMANCE STANDARDS & PENALTIES

In the event that the Contractor fails to meet performance standards the State, at the discretion of the DVHA Commissioner, may require the Contractor to pay a penalty to the State. If this occurs, the DVHA Commissioner or his/her designee will notify the Contractor in writing of the nature of the performance issue. The State will also designate a period of time, not to be less than ten business days, in which the Contractor must provide a written response to the notification. Provided the performance failure is capable of cure, the Contractor will be afforded a reasonable cure period, not less than 20 business days, during which time the Contractor may remedy the issue and return to compliance. Should the Contractor fail to remedy the issue, the State may notify the Contractor of its intent to assess the penalty and amount of the penalty. All penalties will be deducted from the Contractor's retainage payments as outlined in Section 8 of this attachment.

In addition, the Contractor shall monitor peak call hours throughout the month and determine the number of hours each month where talk time exceeds the expected peak hour capacity for 70 Customer Service Agents. The peak hour capacity for 70 CSRs is set at 3,024 agent talk minutes. Should the number of interval hours where the call center reaches the peak hour capacity exceed 20 intervals in a month, the Contractor shall be relieved of its obligation to achieve call related SLAs and held harmless from telephone performance related payment penalties and liquidated damages. The Contractor will remain eligible to receive the portion of the monthly payment classified as an incentive payment if the standards for the incentive payment are met. The State and the Contractor will collaborate on strategies to address demand in excess of the peak hour capacity based on the causes, expected duration, budget, and other relevant factors.

A. Damages and Sanctions

It is expressly agreed by the State and the Contractor that, in the event of a failure to meet the performance requirements, if damages are sustained by the State, that the Contractor may be subject to damages according to the below subsections.

B. Timeliness/Turnaround

- The Contractor must meet and document all of these minimum standards for mailing, enrollment, and data transferred to the State as defined below:
- For individuals to be enrolled in Primary Care Plus who are transferred to the Contractor on a daily basis by State, the Contractor has one (1) business day to send a complete set of enrollment materials
- For individuals to be enrolled in Primary Care Plus who are transferred to the Contractor in a monthly cohort, the Contractor has five (5) business days to send a complete set of enrollment materials.
- The Contractor has two (2) business days to mail the confirmation letter to an enrollee.
- Contractor has two (2) business days from date of request to provide additional written information to be sent to an eligible individual.
- 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 enrollment packet was mailed.

- Contractor will process beneficiary requests for a Grievance, Appeal and/or Fair Hearing within one (1) business day of the initial request.
- Contractor will complete updates on third party and other insurance information within ten (10) calendar days of the initial request.
- 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.

Penalties for failing to meet a timeliness/turnaround standard may be assessed up to $1,000.00 per standard during each month a standard is not met.

C. Telephone Response

The Contractor must meet the following performance standards related to the responsiveness of staffed telephone lines:

- During open hours, 70% of all incoming calls that opt to talk to a CSR must be answered by a CSR within 25 seconds of leaving the IVR;
- 98% of calls that have left the IVR and are on hold waiting for a CSR will be transferred to a live operator within 4 minutes.
- Lost call abandonment rate after the call exits the IVR shall not exceed 5%.

Penalties for failing to answer with a live agent a minimum of 60% of calls within 25 seconds within a given month, will result in a penalty of $27,500 for the month, not to exceed $330,000 for a year.

If a monthly Service Level of answering between 60% and 69.9% of calls with a live agent within 25 seconds is met, there is no penalty or incentive.

If a monthly Service Level of answering 70% or more of calls with a live agent within 25 seconds is met, and 98% of calls are answered within 4 minutes and the abandonment rate does not exceed 5%, an incentive payment of $55,000 for the month will be paid, not to exceed $660,000 for a year.

D. Reporting

The Contractor will provide the State with informational and financial reports in a timely manner. Weekly informational reports will be due to the State by the Thursday of the following week. Monthly informational reports will be due to the State by the 15th of the following month. Quarterly financial reports will be due to the State forty- five (45) calendar days from the end of the quarter. Annual financial reports will be due to the State sixty (60) calendar days from the end of the contract period, as defined in Attachment B, section 3. Penalties for failing to meet a reporting standard may be assessed at $250.00 per week for each standard that is not met.

E. Compliance with Other Material Contract Provisions

The objective of this standard is to provide the State with an administrative procedure to address contract compliance issues which are not specifically defined as performance

requirements listed above or for which damages due to noncompliance cannot be quantified in the manner described in Section #7 of this attachment.

The State may identify contract compliance issues resulting from the Contractor's performance of its responsibilities through routine contract monitoring activities. If this occurs, the DVHA Commissioner or designee will notify the Contractor in writing of the nature of the performance issue. The State will also designate a period of time, not to be less than ten business days, in which the Contractor must provide a written response to the notification and the Contractor shall be afforded a reasonable period of time in which the Contractor should remedy the noncompliance. The State acknowledges that given the generality of this Section, a reasonable cure period may exceed ten (10) business days based on the nature of the performance issue.

8. DEDUCTION OF DAMAGES FROM PAYMENTS

Penalties identified by the State shall be deducted from retainage reimbursement payable to the Contractor at the conclusion of each contract year in the agreement. The Project Manager shall notify the Contractor in writing of any claim for penalties at least fifteen (15) days prior to the date the State deducts such sums from money payable to the Contractor. The State may, at its sole discretion, return a portion or all of any penalties collected as an incentive payment to the Contractor for prompt and lasting correction of performance deficiencies.

9. MEMBER SERVICES TRANSITION

Prior to conclusion of the contract due to Contractor's default, Contractor's termination for convenience, or expiration of the contract, the Contractor shall develop a transition plan that upon expiration of the contract will assist the State in continuing operations as necessary for the period set forth in the transition plan. The Contractor and the State shall make best efforts to agree upon the transition plan no later than sixty (60) days prior to the contract termination date. The transition plan will detail how the Contractor shall cooperate with any new contractor or with State staff to ensure all existing data and materials not proprietary to Contractor are supplied. Prior to the conclusion of the contract as stated in this section, the Contractor shall provide, at no extra charge but only to the extent commercially practicable, assistance in turning over all related non-proprietary materials as agreed to by the State and the Contractor to the State and ensure a smooth transition with complete documentation. Contractor shall not be obligated to incur costs arising out of transition activities to the extent such costs are the result of unreasonable delay by the State or the acts or omissions of a third party.

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; non-solicitation, and confidentiality provisions hereof; and cooperation as to the orderly transfer and return of 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.

10. COMPLAINTS ABOUT CUSTOMER SERVICE

The Contractor will be notified by the State, upon receiving complaints about the quality of the customer service. Once notified, the Contractor will perform the defined correction procedures. If the correction procedures are not implemented within a reasonable period of time and additional complaints are received by the State, the contractor is subject to the terms in section 6: PERFORMANCE STANDARDS & PENALTIES.

**5. By deleting Attachment C (Customary Provisions for Contracts and Grants) in its entirety on page 18 of 31, of the base agreement, and substituting in lieu thereof the following Attachment C:**

## ATTACHMENT C
## CUSTOMARY 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 appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement 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. 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 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 coverage is 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 coverage 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 Agreement, 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 ***$3,000,000*** per occurrence, and ***$ 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.

   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. 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 will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter 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. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

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 his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

**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.

**6. By deleting Attachment D (Customary Provisions for Contracts and Grants) in its entirety on page 5 of 6, as amended by Amendment 1, and substituting in lieu thereof the following Attachment D:**

## ATTACHMENT D

## 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:**

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.



7. **By adding Attachment G (Integration Scope of Work) on page 31 of 31, of the base agreement:**

## ATTACHMENT G
## INTEGRATION SCOPE OF WORK

### Telephony Requirements

**Telephone System**

The Contractor shall install, configure and maintain an automated call distributor telephone system and will establish and maintain a sufficient number of phone lines to accommodate peak call volumes without delivering a busy signal, and to meet the performance standards of this contract. The telephone system will have the ability to direct incoming calls to specific queues and assign calls to available staff within each queue and/or provide call forwarding as necessary or directed by the State. Queue definition and overflow protocols will be approved by the State.

**Interactive Voice Response**

Contractor will provide a voicemail system that enables customers to:

- Select an appropriate queue
- Self-serve
- Reach a CSR within no more than two automated levels of choice
- Leave a message for callback
- During "After Hours", allow callers to leave a voice message

All scripts and routing will be approved by the State.

**Call Recording**

100 percent of calls will be recorded and stored for an agreed upon time period that is compliant with any federal requirements (including any operations at Disaster Recovery site).

Contractor is responsible for the collection and storage of these recordings. The recordings will be stored for a period of time that supports the regulatory needs.

Contractor will provide flexibility and robustness of systems to allow for modification as necessary to meet State needs and conform to the State architecture standards. The Contractor's new Avaya Telecom System will use a certified Siebel CRM IVR/CTI/TELEPHONY adapter from the following list of certified Siebel CRM CTI adapters (as of March 2013):

- Avaya Inc. - Avaya Interaction Center 7.3
- Enghouse Interactive Inc. - CT Connect 1.1
- Bucher + Suter - Multi Channel Adapter (MCA) for Siebel 11
- Avaya Inc. - Intelligent Communications 7.2
- Genesys Telecommunications Laboratories - Gplus Adapter for Siebel CRM v7.5
- Interactive Intelligence - Customer Interaction Center 4
- Huawei Technology Co Ltd - eSpace Contact Center 2
- AMC Technology, LLC - Multi-Channel Integration Server 5.4
- Altitude - Altitude uCI 7

**Customer Relationship Management System (CRM) and HBE Solution**

The Contractor will utilize the State provided customer relationship management (CRM) system and HBE solution to support the operations described in this agreement. The CRM and HBE solution shall record several pieces of information about contacts with individual customers, including, but not limited to; tracking a customer's contact history, invoicing and payment history, appeals, permissions to share information, complaints, fair hearings and correspondence (sent and received).

**Connectivity**

The Contractor will enable the appropriate security methods, technologies, and controls to support the necessary compliance to connect to the state of Vermont Wide Area Network (WAN) and enable appropriate access to the customer relationship management (CRM) and HBE solution provided by the state of Vermont.

**Facilities and operations**

The Contractor will provide facilities and Information Technology (IT) operational environment that is compliant with the necessary regulations supporting HIPAA and PCI compliance, including but not limited to manual collection and tracking of data.

**Call and Mail Piece Assumptions**

These assumptions identified in Attachment B are pro forma and should not dictate or inform Contractor's forecasts or scheduling of staffing levels. Successful management of staffing levels to meet service and cost goals will utilize workforce management software and monitoring of interval volumes compared to plan, and proper adjustment of staffing in response.

**Integration of Data**

The Contractor will provide periodic copies of the call center operational information via defined and agreed data exchanges, including;

- Detailed call data records (logs)

- Information details that support the periodic reporting

The method, format, and timing of the data exchange will be defined as a part of the State HBE implementation project that will be occurring between March and September 2013.

**Operational Support Procedures**

The Contractor will establish an Operational Support Procedure Runbook that will describe all of the necessary IT, Telephony, and other technology support steps necessary to operate the call center. This will include the identification of the "Operational Support Contact" that will oversee "normal" technical operations. In addition, the Operational Support Procedure Runbook will define the process for the identification and distribution of the security credentials to individuals that work for or on-behalf of the Contractor to access necessary state applications and repositories.

**Contractor Systems Integration Project Manager**

The Contractor will provide a Systems Integration Project Manager during the implementation phase of the project who will be available to and partner with the State integration team.

**This amendment consists of 36 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 | CONTRACTOR |
|---|---|
| DEPARTMENT OF VERMONT HEALTH ACCESS | MAXIMUS HEALTH SERVICES |
| E-SIGNed by Mark Larson on 2013-Apr-24 | E-SIGNed by Adam Polatnick on 2013-Apr-24 |
| MARK LARSON, COMMISSIONER DATE | ADAM POLATNICK, VICE PRESIDENT DATE |